

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.

12/17/15

Jennifer M. Nash, Treasurer

2015 Taxes not examined Certificate # 23285
08-29-100-009

MASTER DEED

FIDDLER GROVE

65

THIS MASTER DEED is made and executed on this 15 day of December, 2015, by Chestnut Development, LLC ("Developer"), whose address is 3800 Chilson Road, Howell, MI 48843, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Act 1978, as amended).

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

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

ARTICLE 1
TITLE AND NATURE

The Condominium Project shall be known as Fiddler Grove, Livingston County Condominium Subdivision Plan No. 411. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each Unit, are set forth completely in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit is capable of individual utilization by virtue of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have an undivided and inseparable right to share with other Co-owners the Common Elements of the Condominium Project.



ARTICLE II
LEGAL DESCRIPTION

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

DESCRIPTION OF PARCEL

Part of the Northwest 1/4 of Section 29, T3N, R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Beginning at the Northwest Corner of said Section 29; thence along the North line of said Section 29, N 86°02'54"E, 450.00 feet (previously recorded as N 86°2'54" e, 450.00 feet); thence along the West line of "AUTUMN WOODS CONDOMINIUM", subdivision plan number 183 of the Livingston County Records, S 02°22'52" E (previously recorded as S 01°57'52" E), 871.00 feet; thence along the North line of said "AUTUMN WOODS CONDOMINIUM", S 86°02'54" W (previously recorded as S 86°27' 54" W), 450.00 feet; thence along the West line of said Section 29 and the East line of "SAN MARINO MEADOWS", a subdivision as recorded in Liber 29 of Plats on Page 9 of the Livingston County Records, N 02°22'52" W (previously recorded as N 01°57'52" W and platted as N 01°09'26"W), 871.00 to the point of beginning, containing 9.00 acres, more or less and subject to the rights of the public over State Highway M-59. Also subject to any other easements or restrictions of record.

Bearings are based on Grid North using RTK GPS observations with corrections based on the Brighton CORS station.

Witnesses:

NW Corner, Section 29, T3N-R6E (C-09)

Found Remon pipe and cap in monument box per LSC1623m

N 1/4 Corner, Section 29, T3N-R6E (D-09)

Found Remon pipe and cap in monument box per LSC1629m

ARTICLE III
DEFINITIONS

Certain terms are utilized in this Master Deed and Exhibits A and B, and are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Fiddler Grove Condominium Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Fiddler Grove.

Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 3.2 'Open Space' means the portion of the Open Space Areas designated on

Exhibit B to this Master Deed as "Open Space."

Section 3.3 'Association' means the Fiddler Grove Condominium Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members, and which shall administer, operate, manage and maintain the Condominium. Any action which the Association is required or entitled to take shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

Section 3.4 'Bylaws' means Exhibit A attached to this Master Deed, which sets forth the substantive rights and obligations of the Co-owners and which is required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as allowed under the Michigan Nonprofit Corporation Act, as amended.

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

Section 3.6 'Condominium Documents' means this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, as any or all of the foregoing may be amended from time to time.

Section 3.7 'Condominium Premises' means the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Fiddler Grove.

Section 3.8 'Condominium Project, Condominium or Project' are used synonymously to refer to Fiddler Grove.

Section 3.9 'Condominium Subdivision Plan' means Exhibit B to this Master Deed.

Section 3.10 'Consolidating Master Deed' means the final amended Master Deed which shall describe Fiddler Grove as a completed Condominium Project, and all Units and Common Elements therein. Such Consolidating Master Deed, if and when recorded in the office of the Livingston County Register of Deeds, shall supersede this recorded Master Deed for the Condominium and all amendments thereto.

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

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

Section 3.13 'Developer' means Chestnut Development, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and

wherever such terms are used in the Condominium Documents. However, the word "successor" as used in this Section 3.13 shall not be interpreted to mean a "Successor Developer" as defined in Section 135 of the Act.

Section 3.14 'First Annual Meeting' means the initial meeting at which non-Developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be addressed at such meeting. Such meeting is to be held (a) in Developer's sole discretion after fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily after the elapse of fifty-four (54) months from the date of the first Unit conveyance, or (c) mandatorily within one hundred twenty (120) days after seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs.

Section 3.15 'Open Space Areas' means the areas designated as Open Space on Exhibit B to this Master Deed.

Section 3.16 'PUD Agreement' means the Planned Unit Development Agreement entered into between Developer and Hartland Township which has been recorded with the Livingston County Register of Deeds, and which governs certain aspects of the development of the Condominium.

Section 3.17 'Recreational Facilities' means the seating areas and/or park benches, as shown on Exhibit B Site Layout within the designated Open Space Areas, including all improvements and structures located thereon.

Section 3.18 'Storm Water Drainage Facilities' means the surface water drainage system, storm drain lines and detention/sedimentation basins within the Project, which are identified on Exhibit B to this Master Deed.

Section 3.19 'Township' means the Township of Hartland. Where Township approval is required pursuant to the terms of this Master Deed or any Exhibits to this Master Deed, such approval shall be granted (or denied) by the Township of Hartland Board of Trustees, or such other individual or committee designated by the Township Board for such purpose.

Section 3.20 'Transitional Control Date' means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with Developer exceed the votes which may be cast by Developer.

Section 3.21 'Unit or Condominium Unit' each means the enclosed space consisting of a single complete residential Unit in Fiddler Grove as described in Section 5.1 of this Master Deed and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined under the Act.

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

ARTICLE IV **COMMON ELEMENTS**

The Common Elements of the Project described in Exhibit B to this Master Deed, and the respective responsibilities for their maintenance, repair and replacement, are as follows:

Section 4.1 General Common Elements. The General Common Elements are as follows:

- a. ***Land.*** The portion of the land described in Article II hereof that is designated in Exhibit B as General Common Elements.
- b. ***Electrical.*** The electrical transmission mains and wiring throughout the Project, including that contained within Unit walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any Unit, together with common lighting for the Project.
- c. ***Telephone.*** The telephone system throughout the Project up to the point of entry to each Unit.
- d. ***Telecommunications.*** The telecommunications system throughout the Project, if and when it may be installed, up to the point of entry to each Unit.
- e. ***Gas.*** The gas distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with, but not including, the fixtures for and contained within any Unit.
- f. ***Water.*** The water distribution system throughout the Project, including water shut off valves and any portions of the water distribution system that are contained within Unit walls, up to the point of connection with, but not including, the fixtures for and contained within any Unit.
- g. ***Sanitary Sewer.*** The sanitary sewer system throughout the Project, including any portions of the system that are contained within Unit walls, up to the point of connection with, but not including, plumbing and plumbing fixtures contained within any Unit.
- h. ***Storm Water Drainage Facilities.*** The storm water drainage system throughout the Project.
- i. ***Roads and Parking Areas.*** All roadways, curbs and medians, sidewalks, including the individual walkways to each Unit, and designated parking areas within the Project.
- j. ***Landscaping.*** All landscaping, berms, trees, plantings, and signage for the Project, benches, and other structures and improvements, if any, located on the land designated on Exhibit B as General Common Elements.
- k. ***Fencing.*** Any wall, fencing or similar structure, including privacy fences, located within the General or Limited Common Elements.
- l. ***Easements.*** All easements, if any, reciprocal or otherwise, that are appurtenant to and that benefit the Condominium Premises pursuant to recorded easement

agreements.

- m. *Construction.* Foundations, supporting columns, Building perimeter walls and exterior Building doors (excluding windows, doorwalls, and Unit entry doors), outside connecting walls, roofs (including those over porches), ceilings and floor construction between Units and Unit levels, and chimneys.
- n. *Mailboxes.* Each individual mailbox throughout the Project which serves an individual Unit.
- o. *Recreational Facilities.* The Open Space, including the park benches, as shown on Exhibit B, together with all improvements and structures as may be located within the Open Space Areas. The Developer, during the Development and Sales Period, and the Association, after the Development and Sales Period, shall have the right to establish reasonable rules and regulations with respect to the use and maintenance of the Recreational Facilities.
- p. *Open Space Areas.* The open space areas designated on Exhibit B to this Master Deed.
- q. *Other.* Such other elements of the Project not designated in this Article 1V as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary for the existence, upkeep and safety of the Project, including, without limitation, any centralized trash disposal area and/or container, if any, which is designated by Developer as a General Common Element. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system described above may be owned by, or dedicated by Developer to, the local public authority or the company that is providing the pertinent service. The Developer shall dedicate the water and sanitary sewer lines within the Common Areas of the Condominium to the Township or its assigns as public improvements. Accordingly, such utility lines, systems and equipment, and the telecommunications system, if and when constructed, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

Section 4.2 Limited Common Elements. Limited Common Elements are those portion of the Common Elements that are reserved for the exclusive use and enjoyment of the Co-owner(s) of the Unit(s) to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

- a. *Porches and Decks.* Porches and Decks that are adjacent to a Unit are restricted for the use of the Co-owner of the applicable Unit, as shown on Exhibit B.
- b. *Air Conditioner Compressors.* Each air conditioner compressor and pad located outside each Building is restricted for the use of the Co-owner of the Unit that is serviced by such compressor.

- c. Interior Surfaces. The interior surfaces of Unit perimeter walls, ceilings, and floors contained within a Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit, including, without limitation, any fixtures (lighting, plumbing, electrical, gas, telephone or otherwise) located within a Unit.
- d. Windows, Doorwalls, and Unit Entry Doors. Windows, doorwalls, and Unit entry doors shall be appurtenant as Limited Common Elements to the Units to which they are attached.
- e. Storm Doors. Storm doors are installed on the Unit(s). Any such storm doors shall be restricted for the use of the Co-owner of the applicable Unit.
- f. Mailboxes. Each individual mailbox is restricted for the use of the Co-owner of the applicable Unit.
- g. Driveways and Walkways. The driveway and walkway providing access to each Unit as shown on Exhibit B shall be limited in use to the Co-Owner of the Unit served thereby.

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

- a. Porches and Decks. The Association shall be responsible for the maintenance, repair and replacement of porches and decks referenced in Section 4.2(a) above, provided that the Co-Owner of the Unit that is serviced thereby shall, at such Co-Owner's cost, be responsible for snow and ice removal therefrom. The costs incurred by the Association to maintain, repair and replace such porches and decks shall be assessed against the Unit which they service.
- b. Landscaping. The cost of maintaining the Common Area landscaping shall be borne by the Association.
- c. Water Heaters and Furnaces. The cost of maintaining, repairing and replacing a water heater and furnace shall be borne by the Co-owner of the Unit serviced by such water heater and furnace.
- d. Air-Conditioner Compressors. The cost of maintaining, repairing and replacing a Unit's air-Conditioner compressor shall be borne by the Co-owner of the Unit serviced by such compressor.
- e. Interior Maintenance. The cost of decorating, maintaining, repairing and replacing all interior surfaces referenced in Section 4.2(c) above shall be borne by the Co-owner of the Unit containing such interior surfaces.
- f. Windows, Doorwalls, and Unit Entry Doors. The cost of maintaining, repairing and replacing all windows, doorwalls, and Unit entry doors referred to in Section 4.2(d)

above shall be borne by the Association, except in cases of damage where such damage was caused by the abuse or neglect of the Co-owner. Co-owners of Units to which windows, doorwalls, and Unit entry doors are attached shall be responsible, at such Co-owner's cost and expense for maintaining and cleaning the glass and screens within such windows, doorwalls, and Unit entry doors. The Association shall be responsible for repairing and replacing the glass and screens, except in cases where the damage thereto was caused by the abuse or neglect of the Co-owner.

- g. Common Lighting. Developer may, but is not required to, install illuminating fixtures within the Condominium Project and to designate the same as common lighting (other than porch lighting attached to Units) as provided in Section 4.1(b) above. Some of the common lighting may be installed within the General Common Elements. The cost of electricity for common lighting shall be paid by the Association. Said fixtures (including exterior lights on Buildings), other than porch light fixtures, shall be maintained, repaired, renovated, restored, and replaced and light bulbs furnished by the Association. No Co-owner shall modify or change such fixtures in any way nor cause the electrical flow for their operation to be interrupted at any time. Each Co-owner shall be responsible for paying the electrical charges for porch lighting that is attached to such Co-owner's Unit and for replacing light bulbs within such fixtures. The size and nature of the bulbs to be used in all exterior lighting fixtures shall be determined by the Association in its discretion. Co-owner's porch lighting fixtures may operate on photoelectric cells. The timers for such photo cells, if any, shall be set by and at the discretion of the Association, and shall remain lit at all times determined by the Association.
- h. Utility Services. All costs of water, electricity, cable television, gas and telephone service shall be borne by the Co-owner of the Unit to which the services are furnished by the respective utility. Water service charges shall be billed to the individual Unit Co-owner on a per-Unit basis by the Township. All costs of water service provided to the Common Elements, and any other utility services furnished to the Project, shall be borne by the Association as an operating expense and assessed against the Units in accordance with Article 11 of the Bylaws. All utility meters, laterals and leads shall be maintained, repaired and replaced at the expense of the Association, except to the extent that such expenses are borne by a utility company or a public authority.
- i. Storm Water Drainage Facilities. The Association shall be responsible for maintaining, repairing and replacing the storm water drainage facilities within the Project.
- j. Private Roads and Parking Areas. The private roadways, curbs and medians, sidewalks and walkways, driveways and parking areas within the Project, as shown on the Condominium Subdivision Plan, shall be maintained (including, without limitation, snow and ice removal, except to the extent such service is provided by the Township), replaced, repaired, and resurfaced as necessary by the Association. It is the Association's responsibility to inspect and to perform preventative maintenance of the foregoing areas on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. The Association may establish a reserve fund and/or other form of assessment in accordance with Article II of the Bylaws for the purpose of satisfying the Association's obligations with respect to the

foregoing areas. NEITHER THE TOWNSHIP NOR THE LIVINGSTON COUNTY ROAD COMMISSION SHALL HAVE ANY OBLIGATION TOWARD THE MAINTENANCE, REPAIR AND/OR REPLACEMENT OF THE ROADS WITHIN THE CONDOMINIUM. Developer acknowledges and agrees that, in connection with approving the Property as a PUD, the Township has permitted certain deviations from the public road standards of the Township. In consideration of the Township permitting such deviations, neither the Developer nor the Association shall request that the Township maintain, repair or replace the roads within the Condominium.

- k. Fences. The cost of maintaining and repairing any fences installed within the Common Elements shall be borne by the Association.
- l. Storm Doors. The cost of maintaining, repairing and replacing storm doors shall be borne by the co-Owner of a Unit.
- m. General Common Elements: Other. The costs of maintaining, repairing and replacing all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any express provisions to the contrary, which are set forth in the Bylaws. Notwithstanding the foregoing, each Co-owner shall be responsible for the costs of any damage to a Common Element caused by such Co-owner, his family, guests or invitees as provided in the Bylaws.

Section 4.4 Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner that is inconsistent with the purposes of the Project or in any manner that will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements. In addition, no Co-owner shall be entitled to construct or install any improvements, fixtures or other structures on, in or to any General Common Elements or Limited Common Elements, including, without limitation, basketball backboards and other recreational structures, without the prior written approval of Developer during the Development and Sales Period and the Association thereafter.

ARTICLE V **UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

Section 5.1 Description of Units. Each Unit in the Condominium Project is described in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit shall consist of all of the space contained within the finished unpainted walls and ceilings and above the finished subfloor, all as shown on the floor plans and sections on Exhibit B and delineated with heavy outlines.

Section 5.2 Percentage of Value. The percentage of value for each Unit shall be equal. The determination that the percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are no material differences among the Units that affect the allocation of percentages of value. The percentage of value assigned to each Unit shall determine each Co-owner's respective share of the Common Elements of the Condominium Project, each Co-Owner's respective proportionate share in the proceeds and expenses of the Association's administration and the value of such Co-owner's vote at meetings of the Association of Co-owners with respect to matters that require votes to be cast on a percentage of value basis. The total value of the Project is one hundred (100%) percent.

ARTICLE VI **CONTRACTION OF CONDOMINIUM**

Section 6.1 Right to Contract. As of the date this Master Deed is recorded, Developer intends to establish a Project consisting of twenty five (25) Units on the land described in Article II. Developer reserves the right, however, to establish a Project consisting of fewer Units than described above within the land described in Article II and to withdraw from the Project all or some portion of the land described in Article II subject to Developer obtaining the prior written consent of the Township. Therefore, notwithstanding anything to the contrary contained in the other provisions of this Master Deed, and subject to Developer obtaining the prior written consent of the Township, the number of Units in this Condominium Project may, at the option of Developer, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment and approved in writing by the Township, but in no event shall the number of Units be less than two (2).

Section 6.2 Withdrawal of Land. In addition to the provisions of Section 6.1, subject to Developer obtaining the prior written consent of the Township, Developer reserves the right to withdraw from the Project any portion or portions of the land described in Article II, provided that such land is not reasonably necessary to provide access to or otherwise serve the Units and their appurtenant Limited Common Elements, if any, included in the Project as contracted. Notwithstanding the foregoing, if any portion of the Open Space Areas is withdrawn from the Project, the remaining Open Space Areas must be sufficient to satisfy the open space requirements for the Project under the Township's zoning ordinance. Developer reserves the right to use the portion of the land withdrawn, in its discretion, subject to Developer first obtaining any and all necessary written approvals from the Township. Developer further reserves the right, subsequent to such withdrawal but prior to six (6) years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land previously withdrawn, subject to Developer obtaining the prior written approval of the Township.

Section 6.3 Creation of Easements. In the event of any contraction under this Article VI, Developer reserves for the benefit of itself, its successors or assigns, and all owners of the land described in Article II and all portions thereof, an easement for the unrestricted use of all roads in the Project for the purpose of ingress or egress to and from each and every portion of the Project as contracted, and for utilizing, tapping, tying into, extending and enlarging all utility improvements located within the Condominium Premises, including, but not limited to, storm sewer, water main, sanitary sewer, gas, telephone, electrical and telecommunication lines. In addition, to the extent that any General Common Elements within the land described in Article II are withdrawn from the Project, Developer shall cause non-exclusive easements for the benefit of the Units remaining in the Project to be created over such withdrawn General Common Elements to the extent necessary for the continued operation of the Project.

Section 6.4 Amendment of Master Deed. Any contraction in size of the Project shall be effective upon Developer obtaining all necessary written approvals from the Township and the recordation of one or more amendments to this Master Deed in a form satisfactory to Developer, in its discretion, and approved in writing by the Township. Each such amendment to the Master Deed shall proportionately readjust the percentages of value set forth in Article V, in order to reflect the total value of 100% for the Project, as contracted pursuant to the applicable amendment to this Master Deed. The precise determination of the readjustment in percentages of value shall be within the sole judgment of Developer. However, such readjustment shall reflect a continuing reasonable relationship among

percentages of value, based upon the original method of determining percentages of value for the Project.

Section 6.5 Redefinition of Common Elements. Any amendments to the Master Deed pursuant to Section 6.4 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 Units in the Project, as contracted. In connection with any such amendments, Developer shall have the right to change the nature of any Common Elements previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article VI, including, but not limited to, the connection of roadways that may be located on, or planned for the area which is withdrawn from the Project, and to provide access to any Unit that is located on, or planned for the withdrawn area from the roadways located in the Project.

Section 6.6 Consent of Interested Parties. All of the Co-owners and mortgagees of Units and other persons now or hereafter having an ownership interest in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendments to this Master Deed as may be proposed by Developer to effectuate the purposes of this Article VI and to any proportionate reallocation of percentages of value of Units which Developer determines are necessary in conjunction with such amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the 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 re-recording 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 **CONSOLIDATION, AND OTHER MODIFICATION OF** **UNITS, AND LIMITED COMMON ELEMENTS**

Notwithstanding anything to the contrary contained in this Master Deed or the Bylaws, the Units and Common Elements in the Project may be consolidated, modified and the boundaries relocated, in accordance with Section 48 of the Act and this Article VII. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded Amendment or Amendments to this Master Deed.

Section 7.1 Modification of Units. Developer may, in its sole discretion, and without obtaining the consent of any other person whatsoever (including Co-owners and mortgagees of Units), during the Construction and Sales Period, modify the size, boundaries, location, and configuration of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units as described in the Condominium Subdivision Plan attached hereto as Exhibit B or any recorded amendment or amendments thereof, subject to the requirements of any governmental authority having jurisdiction over the Project, and further subject to Section 9.1 of this Master Deed. Any modifications by Developer in accordance with the terms of this Section 7.1 shall take effect upon the recordation of an amendment to the Master Deed. In addition, Developer may, in connection with any such amendment, re-adjust percentages of value for all Units to reflect the Unit modifications or Limited Common Element modifications, based upon the method by which percentages of value were originally determined for the Project. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 7.1 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer determines are necessary in conjunction with any such amendments, subject to Article IX of this

Master Deed. Subject to the foregoing, all such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 7.2 Consolidation or Relocation of Units. During the Construction and Sales Period, and provided that Developer has obtained the prior written approval of the Township, Developer may, in its sole discretion, and without the consent of any other person whatsoever (including Co-owners and mortgagees of Units), consolidate under single ownership two (2) or more Units which are located adjacent to one another, and/or relocate any boundaries between adjoining Units, subject to the requirements of any governmental authority having jurisdiction over the Project and further subject to Section 9.1 of this Master Deed. Developer shall give effect to the consolidation of Units and/or the relocation of Unit boundaries by amending this Master Deed with one or more amendments prepared by and at the sole discretion of Developer in the manner provided by law. Any amendment that consolidates or relocates the boundaries between Units shall identify the consolidated or relocated Unit(s) by number and, when appropriate, the percentage of value as set forth herein for the consolidated or relocated Unit(s) shall be proportionately allocated among the adjusted Condominium Units in order to preserve a total value of one hundred (100%) percent for the entire Project following such amendment or amendments to this Master Deed. Developer shall determine, in its sole discretion, any such re-adjustment of the percentages of value, provided that such readjustments shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Any such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as modified. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 7.2, subject to the limitations set forth herein, and to any proportionate reallocation of percentages of value of units which Developer determines are necessary in connection with any such amendments. All such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be accomplished without re-recording the entire Master Deed or its exhibits.

Section 7.3 Limited Common Elements. Limited Common Elements shall be subject to assignment and re-assignment in accordance with Section 39 of the Act, to accomplish the rights to consolidate or relocate boundaries described in this Article VII or for other purposes.

Section 7.4 Right to Construct Additional Amenities. Developer reserves the right to construct various additional amenities, including, by way of example, entranceway monuments, street signs and other signage, jogging or walking paths, nature trails, detention pond areas, landscaping features, fences, walls, benches, tables, and other structures and improvements anywhere within the General Common Elements and Limited Common Elements (the foregoing amenities shall be collectively referred to as the "Amenities"); provided, however, the construction of any Amenities which are not identified in the approved final site plan for the Project, shall require the prior written approval of the Township. If any such Amenities are included in the Condominium Project, all Co-owners shall be obligated to contribute to the maintenance, repair and replacement of the Amenities as an Association expense of administering the Project. However, except for the Amenities which are identified on the final site plan for the Project which has been approved by the Township, Developer has no obligation to construct any additional Amenities or to include them in the Condominium Project. The final determination of the design, layout

and location of such Amenities, if and when constructed, shall be at Developer's sole discretion and shall be subject to Township approval.

ARTICLE VIII **EASEMENTS**

Section 8.1 Easement for Utilities and Storm Water Drainage Facilities. Developer reserves for itself, its successors and assigns, the Association, the Township and its successors and assigns, perpetual easements to, through and over those portions of the land in the Project (including all Units) for the continuing maintenance, repair and restoration of all utilities in the Condominium, including, without limitation, a perpetual easement for the installation, maintenance, repair and replacement of the Storm Water Drainage Facilities. Subject to Developer first obtaining any required written approval from the Township, Developer reserves the right, without being required to obtain the consent of any Co-owner, mortgagee or other person who now or hereafter has any interest in the Condominium, to assign all or any portion of such easements to governmental units and to enter into maintenance agreements with respect thereto by the recordation of an appropriate amendment to this Master Deed and Exhibit B. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments to this Master Deed to effectuate the foregoing easements, assignment of easements or execution of any related maintenance agreement. All such interested persons irrevocably appoint the Developer as agent and attorney-in-fact to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 8.2 Easements Retained by Developer.

- a. *Utility Easements.* Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns perpetual easements to utilize, tap, tie into, extend and enlarge all utility improvements located within the Condominium Premises, including, but not limited to, gas, water, sewer, telephone, electrical, and telecommunications improvements as identified in the approved final site plan for the Project and all plans and specifications approved in writing by the Township, as well as any amendments thereto approved in writing by the Township. If any portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted to Developer, its successors or assigns under this Section 8.2(a), Developer shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance. The Co-owners of this Condominium may be responsible from time to time for the payment of a proportionate share of said expenses, (to the extent said expenses are not paid by a governmental agency or public utility) which shall be determined by Developer in its reasonable discretion. In addition to, and not in limitation of, the foregoing, roads within the Project shall be subject to an easement for the installation, maintenance, repair and replacement of public utilities, to the extent any such utilities are dedicated to any governmental authority.

- b. *Additional Easements.* Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns, the right, at any time prior to the expiration of the Construction and Sales Period to reserve, dedicate and/or grant public or private easements over, under and

across the Condominium Premises for the construction, installation, repair, maintenance and replacement of rights-of-way, walkways, bicycle paths, nature trails, water mains, sanitary sewers, storm drains, retention basins, water wells serving Common Elements, electric lines, telephone lines, gas mains, cable television and other telecommunication lines and other public and private utilities, including all equipment, facilities and appurtenances relating thereto as identified in the approved final site plan for the Project and all plans and specifications approved in writing by the Township, as well as any amendments thereto approved in writing by the Township. Developer reserves the right to assign any such easements to governmental units or public utilities, and to enter into maintenance agreements with respect thereto. Any of the foregoing easements or transfers of title may be conveyed by Developer without the consent of any Co-owner, mortgagee or other person who now or hereafter shall have any interest in the Condominium, by the recordation of an appropriate amendment to this Master Deed and Exhibit B hereto. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments of this Master Deed to effectuate the foregoing easements or transfers of title. All such interested persons irrevocably appoint Developer as agent and attorney to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 8.3 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 as are reasonably necessary or advisable for utility purposes, access purposes or other lawful purposes subject, however, to the approval of Developer during the Construction and Sales Period and subject to the written approval of the Township. No easement created under the Condominium Documents for utility service, access or an essential service may be terminated or revoked unless and until all Units served by such easement are adequately served by an appropriate substitute or replacement utility, means of access or essential service, unless the Co-owners of all Units benefited by such easement have consented.

Section 8.4 Easements for Maintenance, Repair and Replacement. Developer, the Association, the Township and all public and private utilities shall have such easements over, under and across the Condominium Project, including all Units and Common Elements, as may be necessary to fulfill any installation, maintenance, repair, or replacement responsibilities which any of them are required or permitted to perform under the Condominium Documents, by law or as may be necessary to respond to any emergency. The foregoing easements include, without limitation, the right of the Association to obtain access to a Unit during reasonable hours and upon reasonable notice to inspect the Unit and any improvements constructed within a Unit to ascertain that they have been designed and constructed in conformity with the standards imposed and/or specific approvals granted by Developer (during the Construction and Sales Period) and thereafter by the Association.

Section 8.5 Telecommunications Agreements. The Developer, during the Development and Sales Period, and the Association, acting through its duly constituted Board of Directors, thereafter, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any

contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees, as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other act 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 any telecommunications related equipment or improvements 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.

Section 8.6 Association Assumption of Obligations. The Association, on behalf of the Co-owners, shall assume and perform all of Developer's obligations under any easement pertaining to the Condominium Project or General Common Elements.

Section 8.7. Termination of Easements. Developer reserves the right, during the Construction and Sales Period, to terminate and revoke any utility or other easement granted in or pursuant to this Master Deed at such time as the particular easement has become unnecessary. (This may occur, by way of illustration only, when a utility easement is relocated to coordinate development of property adjacent to the Condominium Project.) No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be effected by the recordation of an appropriate termination instrument, or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act, provided that any such amendment is first approved by the Township.

Section 8.8 School Bus and Emergency Vehicle Access Easement. Developer reserves for the benefit of the Township, any private or public school system, and any emergency service agency, an easement over all roads in the Condominium for use by the Township, private or public school busses, and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, school bus services, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owners thereof. The foregoing easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public.

Section 8.9 Easements for Maintenance of Encroachments. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for such encroachment, and for the maintenance, repair and restoration of the encroaching property. In the event of damage or destruction, there shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance, repair and restoration of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall that supports a Common Element.

ARTICLE IX
AMENDMENT

This Master Deed, the Bylaws (Exhibit A to this Master Deed) and the Condominium Subdivision Plan (Exhibit B to this Master Deed) may be amended with the consent of two-thirds (2/3) of the Co-owners, except as hereinafter set forth:

Section 9.1 Co-owner Consent. Except as otherwise specifically provided in this Master Deed or Bylaws, no Unit dimension may be modified in any material respect without the consent of the Co-owner and mortgagee of such Unit, nor may the nature or extent of any Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material respect without the written consent of the Co-owner and mortgagee of any Unit to which such Limited Common Elements are appurtenant.

Section 9.2 By Developer. In addition to the rights of amendment provided to Developer in the various Articles of this Master Deed, Developer may, prior to the expiration of the Construction and Sales Period, and without the consent of any Co-owner, mortgagee or any other person, except the Township, amend this Master Deed and the Condominium Subdivision plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A that do not materially affect the rights of any Co-owners or mortgagees in the Project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 9.3 Change in Value of Vote, and Percentages of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without such consent, except as provided in Article VI or Article VII of this Master Deed.

Section 9.4 Mortgagee Approval. Pursuant to Section 90(1) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-Owners, to amend this Master Deed and the Condominium Documents without the approval of any mortgagee, unless the amendment would materially alter or change the rights of a mortgagee, in which event the approval of two-thirds (2/3) of the votes of mortgagees of Units shall be required for such amendment. Each mortgage shall have one (1) vote for each Unit subject to a mortgage.

Section 9.5 Termination, Vacation, Revocation or Abandonment. Subject to the provisions of Section 9.7 below, the Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of eighty (80%) percent of all Co-Owners.

Section 9.6 Developer Approval. Subject to the provisions of Section 9.7 below, during the

Construction and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the prior written consent of Developer.

Section 9.7 Township Approval. Notwithstanding anything to the contrary contained in this Master Deed, any amendment to this Master Deed shall require the prior written approval of the Township, except for any amendment to give effect to the PUD Agreement, approved final site plan, plans and specifications and any amendments thereto which have been approved in writing by the Township.

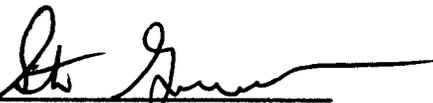
ARTICLE X
DEVELOPER'S RIGHT TO USE FACILITIES

Developer, its successors and assigns, agents and employees may maintain offices, model dwellings within Units, parking, storage areas and other facilities within the Condominium Project as it deems necessary to facilitate the development and sale of the Project. Developer shall have such access to, from and over the Project as may be reasonable to enable the development and sale of the Condominium Project. Developer shall reasonably restore the facilities utilized by Developer upon termination of such use.

ARTICLE XI
ASSIGNMENT

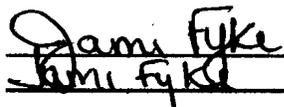
Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by Developer to and assumed by any other entity or to the Association.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

CHESTNUT DEVELOPMENT, LLC,
a Michigan limited liability company

By: 
Steve Gronow
Its: Managing Member

STATE OF MICHIGAN)
) s s
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this 15 day of December, 2015, by Steve Gronow, the Managing Member of Chestnut Development, LLC, a Michigan limited liability, on behalf of the company.

, Notary Public

JAMI FYKE
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF LIVINGSTON
My Commission Expires September 27, 2021
Acting in the County of _____

Drafted by:

Matthew M. Hagerty (P66015)
MYERS & MYERS, PLLC
915 N. Michigan Avenue
Howell, MI 48843
(517) 540-1700

When recorded return to:

✓ Chestnut Development, LLC
Attention: Steve Gronow
3800 Chilson Road, Howell, MI 48843

EXHIBIT "A"
CONDOMINIUM BYLAWS
FIDDLER GROVE

ARTICLE I
ASSOCIATION OF CO-OWNERS

Section 1.1 *Formation; Membership.* Fiddler Grove, a residential Condominium Project located in the Township of Hartland, Livingston County, Michigan, shall be administered by the Fiddler Grove Condominium Association, a Michigan non-profit corporation, (the "Association"). The Association shall be responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Condominium Bylaws referred to in the Master Deed and required by Section 53 of the Act and the Association Bylaws provided for under the Michigan Non-profit Corporation Act, as amended. Each Co-owner shall be a member in the Association and no other person or entity shall be entitled to membership. Co-owners are sometimes referred to as "Members" in these Bylaws. A Co-owner's share of the Association's funds and assets cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project, all of which shall be available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit or the Common Elements shall be subject to the provisions and terms set forth in the Condominium Documents.

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

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

ARTICLE II
ASSESSMENTS

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

Section 2.2 *Assessments for Common Elements; Personal Property Taxes Assessed Against the Association.* All costs incurred by the Association to satisfy any liability or

obligation arising from, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

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

- a. Budget. The Board of Directors of the Association shall establish an annual budget ("Budget") in advance for each fiscal year and such Budget shall project all expenses for the ensuing year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserved an adequate reserve fund for maintenance, repairs and replacement of the Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular annual assessments, as set forth in Section 2.4 below, rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual Budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for the Project, the Association should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserves should be established for other purposes from time to time. Upon adoption of a Budget by the Board of Directors, copies of the Budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said Budget. The applicable annual assessments, as levied, shall constitute a lien against all Units as of the first day of the fiscal year to which the assessments relate. Failure to deliver a copy of the Budget to each Co-owner shall not affect or in any way diminish such lien or the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient to pay the actual costs of the Condominium Project's operation and management, (2) to provide for repairs or replacements of existing Common Elements not to exceed Fifteen Thousand and 00/100 (\$15,000.00) Dollars, in the aggregate, annually, or (3) that an emergency exists, the Board of Directors shall have the authority to increase the general assessments and to levy such additional assessment or assessments as it deems necessary. The Board of Directors shall also have the authority, without Co-owner or mortgagee consent, to levy assessments for repair and reconstruction in the event of casualty pursuant to the provisions of Section 5.2 below. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors

for the benefit of the Association and its Members, and shall not be enforceable by any creditors of the Association or its Members.

- b. **Special Assessments.** Special assessments, in addition to the general assessments required in Section 2.3(a) above, may be made by the Board of Directors from time to time, subject to Co-owner approval as hereinafter provided, to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements in excess of Fifteen Thousand and 00/100 (\$15,000.00) Dollars, in the aggregate, annually, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.6 below, or (3) assessments for any other appropriate purpose that could not be covered by the annual assessment. Special assessments referred to in this subparagraph (b) shall not be levied without the prior approval of the Co-owners representing sixty (60%) percent or more of the combined percentage of value of all Units within the Condominium Project. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and its Members and shall not be enforceable by any creditors of the Association or its Members.
- c. **Remedial Assessments.** If any Co-owner fails to properly maintain or repair his Unit in accordance with the provisions of Article VI, which failure, in the opinion of the Board of Directors adversely affects the appearance of the Condominium Project as a whole, or the safety, health or welfare of the other Co-owners of the Condominium Project, the Association may, following notice to such Co-owner, take any actions reasonably necessary to maintain or repair the Co-owner's Unit, and an amount equal to one hundred fifty (150%) percent of the cost thereof shall be assessed against the Co-owner of such Unit.

Section 2.4 Apportionment of Assessments and Penalty for Default. Unless otherwise provided in these Bylaws or in the Master Deed, all assessments levied against the Co-owners to cover administration expenses shall be apportioned among and paid by the Co-owners in accordance with the respective percentages of value allocated to each Co-owner's Unit in Article V of the Master Deed, without adjustment for the use or non-use of the Unit or any Limited Common Element appurtenant to a Unit. Annual assessments determined in accordance with Section 2.3(a) above shall be paid by Co-owners in monthly, annual or semi-annual payments as determined by the Association's Board of Directors. A Co-owner's payment obligations will commence with the acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. A Co-owner shall be in default of his assessment obligations if he fails to pay any assessment installment when due. A late charge not to exceed twenty-five (\$25.00) Dollars per month shall be assessed automatically by the Association upon any assessments in default for ten (10) or more days until the assessment installment, together with the applicable late charges, are paid in full. In addition, assessments in default for ten (10) or more days shall accrue interest at a rate to be determined by the Association, not exceeding the highest rate permitted by law, commencing from the date any such assessments were due until such assessment, including applicable late charges, are paid in full. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the

payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) relating to his Unit which may be levied while such Co-owner owns the Unit. Payments to satisfy assessment installments in default shall be applied as follows: first, to the costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such assessment installments; and third, to the assessment installments in default in the order of their due dates.

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

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

Section 2.7 Enforcement.

- a. Remedies. In addition to any other remedies available to the Association, the Association may enforce the collection of delinquent assessments by a suit at law or by foreclosure of the statutory lien that secures payment of assessments. In the event any Co-owner defaults in the payment of any annual assessment installment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project, including without limitation, any Recreational Facilities, and shall not be entitled to vote at any meeting of the Association until the default is cured; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit or the dwelling or other improvements constructed thereon. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Section 18.4 of these Bylaws. All of these remedies shall be cumulative and not alternative.
- b. Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The

provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. In addition, each Co-owner and every other person who from time to time has any such Unit, he reviewed the provisions of this subparagraph and he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose any assessment liens by advertisement and waived the right to a hearing prior to the sale of the applicable Unit.

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

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

which a notice of lien was recorded prior to the recordation of such first mortgage).

Section 2.9 Developer's Responsibility for Assessments. Developer, although a Member of the Association, shall not be responsible at any time for the payment of Association assessments, except with respect to occupied Units owned by Developer. A Unit is occupied if it is occupied as a residence. Model Units shall not constitute occupied Units. In addition, in the event Developer is selling a Unit by land contract to a Co-owner, the Co-owner shall be liable for all assessments and Developer shall not be liable for any assessments levied up to and including the date, ii any, upon which Developer actually retakes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. However, Developer shall at all times pay expenses of maintaining the Units that it owns, together with a proportionate share of all current maintenance expenses actually incurred by the Association from time to time (excluding reserves) for street and utility maintenance, landscaping, sign lighting and snow removal, but excluding management fees and expenses related to the maintenance, repair and use of Units in the Project that are not owned by Developer. For purposes of the foregoing sentence, Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by Developer at the time the expense is incurred to the total number of Units in the Project. In no event shall Developer be responsible for assessments for deferred maintenance, reserves for replacements, capital improvements or other special assessments, except with respect to Units that are owned by Developer which contain completed and occupied residential dwellings. Any assessments levied by the Association against Developer for other purposes, without Developer's prior written consent, shall be void and of no effect. In addition, Developer shall not be liable for any assessment levied in whole or in part to purchase any Unit from Developer or to finance any litigation or claims against Developer, any cost of investigating or preparing such litigation or claim or any similar or related costs.

Section 2.10 Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act. However, if the real property tax bills have not been split into separate tax bills for each Condominium Unit by the local tax assessor, the Association may be required to pay real estate taxes on certain Units, which taxes may then be assessed against the Co-owners of such Units. In the event the real estate taxes become an Association expense, the Association may elect to assess the applicable Co-owners for an amount equal to that Co-owner's percentage of value share of the real estate taxes with respect to the Condominium.

Section 2.11 Personal Property Tax Assessment of Association Property. 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, and personal property taxes based thereon shall be treated as expenses of administration.

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

Section 2.13 Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement from the Association identifying the amount of any unpaid Association regular or special assessments relating to such Unit. Upon written request to the Association

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

Section 2.14 *Rights of the Township*. In the event that the Developer or the Association fails to perform its maintenance and/or preservation obligations under the PUD Agreement, or fails to preserve or maintain in reasonable order and condition the Storm Water Drainage Facilities and all wetlands and water courses within the Condominium Project, the Township shall have the right, but not the obligation, to serve written notice upon the Association, setting forth the deficiencies in maintenance and/or preservation. The notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of a hearing before the Township Board of Trustees, or such other board, body or official delegated by the Township Board of Trustees, for the purpose of allowing the Developer or Association to be heard as to why the Township should not proceed with the maintenance and/or preservation that has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the Township Board of Trustees, or the other board, body or official designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the Township shall thereupon have the power and authority, but not the obligation, to enter upon the Condominium Project, or cause its agents or contractors to enter upon the Condominium Project and perform such maintenance and/or preservation as reasonably found by the Township to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the Township and legal fees incurred by the Township, plus an administrative fee in the amount of twenty-five (25%) percent of the total of all costs and expenses incurred, shall be paid by the Association, and such amount shall be assessed equally and constitute a lien against each Unit. The Township may require the payment of such monies prior to the commencement of the work. If such costs and expenses have not been paid within thirty (30) days of a billing to the Association, all unpaid amounts may be placed on the delinquent tax roll of the Township, pro-rata, as to each Unit and shall accrue interest and penalties, and shall be collected as, and shall be deemed, delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the Township, such costs and expenses may be collected by suit initiated against the Association and, in such event, the Association, shall pay all court costs and reasonable attorney fees incurred by the Township in connection with such suit.

ARTICLE III
JUDICIAL ACTIONS AND CLAIMS

Section 3.1 ***Judicial Relief***. Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation of the Association, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and value of the Co-owners, and shall be governed by the requirements of this Article III. The requirements of this Article III will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of unsuccessful litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner and Developer shall have standing to sue to enforce the requirements of this Article III. The Developer shall be entitled to enforce the provisions of this Article III, regardless of whether Developer owns any Units. The procedures and requirements described in this Article III shall apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments.

Section 3.2 ***Board of Directors' Recommendation to Co-owners***. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

Section 3.3 ***Litigation Evaluation Meeting***. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-owners and Developer of the date, time and place of the litigation evaluation meeting shall be sent to all Co-owners not less than twenty (20) days before the date of the meeting and shall include the following information:

- a. A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that it is in the best interests of the Association to file a lawsuit.
- b. A written summary of the relevant experience of the attorney ("litigation attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action.
- c. The litigation attorney's written estimate of the amount of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.
- d. The litigation attorney's proposed written fee agreement.

- e. The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by Section 3.7 of this Article III.

Section 3.4 *Independent Expert Opinion*. If the lawsuit relates to the condition of any of the Common elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. The independent expert opinion shall be sent to all Co-owners with the written notice of the litigation evaluation meeting.

Section 3.5 *Fee Agreement with Litigation Attorney*. The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action.

Section 3.6 *Co-Owner Vote Required*. At the litigation evaluation meeting the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of two-thirds (2/3rds) in number and in value of the Co-owners. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

Section 3.7 *Litigation Special Assessment*. All legal fees incurred in pursuit of any civil action that is subject to this Article III shall only be paid by special assessment of the Co-owners ("litigation special assessment"). General assessments shall not be used to pay fees and expenses incurred in pursuit of any civil action subject to this Article III. The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by two-thirds (2/3rds) in number and in value of all Co-owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twelve (12) months.

Section 3.8 *Changes in the Litigation Special Assessment*. If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the Co-owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

Section 3.9 *Disclosure of Litigation Expenses*. The attorneys' fees, court costs, expert

witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

ARTICLE IV **INSURANCE**

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

- a. *Responsibilities of the Association.* All of the insurance referenced in this Section 4.1 shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner should obtain insurance coverage at his own expense upon his Unit. It shall be each Co-owner's responsibility to determine by personal investigation or from his own insurance advisors the nature and extent of insurance coverage adequate for his needs and thereafter to obtain insurance coverage for his personal property and any additional fixtures, equipment and trim (as referred to in subsection (b) below) located within his Unit or elsewhere in the Condominium Project and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and also for alternative living expenses in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages.
- b. *Insurance of Common Elements and Fixtures.* All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, if any, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives, utilizing commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds fail, for some reason, to be equal to the total cost of replacement). Such coverage shall also include interior walls within any Unit and the pipes, wire, conduits and ducts contained therein in accord with the

plans and specifications thereof as are on file with the Township (or such replacements thereof as to not exceed the cost of such standard items); provided, however, that each Co-owner shall be responsible for any damage to a Common Element or Unit caused by such Co-owner regardless of insurance coverage. It shall be each Co-owner's responsibility to determine the necessity for and to obtain insurance coverage for all appliances, trim, fixtures, and equipment and other items or attachments within the Unit or any Limited Common Elements appurtenant thereto which were installed in addition to said standard items (or as replacements for such standard items to the extent that their replacement cost exceeds the original cost of such standard items) whether installed originally by Developer or subsequently by the Co-owner, and the Association shall have no responsibility whatsoever for obtaining such coverage unless specifically agreed in writing between the Association and the Co-owner. Each Co-owner shall furnish to the Association a certificate of insurance evidencing that insurance coverage required under the Condominium Documents has been obtained. All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request, during normal business hours, so that Co-owners shall be enabled to judge the adequacy of coverage and at a properly constituted Association meeting, to request the Board to change the nature and extent of any applicable coverages. Upon each annual reevaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages. If there is a conflict with respect to responsibility for making an insurance claim, each party shall file a claim with its insurance carrier.

- c. Premium Expenses. All premiums on insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.
- d. Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear, provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be retained by the Association and applied for such repair or reconstruction.

Section 4.2 Authority of Association to Settle insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workers' compensation insurance, if applicable, pertinent to the Condominium Project and the Common Elements appurtenant thereto. Without limiting the foregoing, the Association shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect insurance proceeds and to distribute the same to the Association, the Co-owners and their respective mortgagees, as their interests may appear (subject always to the Condominium Documents), and/or to utilize said proceeds for required

repairs or reconstruction, to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to accomplish the foregoing purposes.

Section 4.3 Waiver of Subrogation. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to ensure that all property and liability insurance carried by the Association and any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

Section 4.4 Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, Developer and the Association for all damages and costs, including attorney's fees, which the other Co-owners, Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within an individual Co-owner's Unit or appurtenant Limited Common Elements. Each Co-owner shall carry insurance to secure the indemnity obligations under this Section 4.4, if required by the Association, or if required by Developer during the Construction and Sales Period. This Section 4.4 is not intended to give any insurer any subrogation right or any other right or claim against any individual Co-owner.

ARTICLE V **RECONSTRUCTION OR REPAIR**

Section 5.1 Determination of Construction or Repair. If any part of the Condominium Premises shall be damaged, the determination of whether or not to reconstruct or repair the damaged property shall be made in the following manner:

- a. Partial Damage. If the damaged property is a Common Element or a Unit and if any Unit in the Condominium Project is tenantable, the property shall be rebuilt or repaired, as applicable, unless it is determined by a unanimous vote of all of the Co-owners in the Condominium that the Condominium Project shall be terminated.
- b. Total Destruction. If the Condominium is damaged to the extent that no Unit is tenantable, the damaged property shall not be rebuilt unless within ninety (90) days from the date of the destruction, eighty (80%) percent or more of the Co-owners in value and in number agree to the reconstruction.

Section 5.2 Repair in Accordance with Plans and Specifications. Any reconstruction or repair required under this Article V shall be substantially in accordance with the Master Deed and the plans and specifications for the Project and the damaged or destroyed property shall be restored to a condition as comparable as possible to the condition existing prior to damage, unless otherwise unanimously agreed by the Co-owners.

Section 5.3 Co-owner Responsibility for Repair. If a Unit is partially damaged, the Co-owner shall be responsible for repairing such damage in accordance with 5.3(b) hereof. In all other cases, the Association shall be responsible for the reconstruction and repair, except in instances where the damage was caused by the conduct of the Co-owner.

- a. **Damage to Interior of Unit.** Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the air conditioner compressor that services his Unit, as well as the interior of his Unit, including, but not limited to, floor coverings, wall coverings, window treatments, draperies, interior walls, cabinets, interior fixtures, interior plumbing fixtures, interior trim, furniture, water heaters, furnaces, light fixtures and all appliances, whether freestanding or built-in. Repairing or replacing damaged window glass or screens and Unit entry doors shall be the responsibility of the Association, except in instances where the damage was caused by the conduct of the Co-owner. In the event of damage to interior walls within a Co-owner's Unit and which are covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5.4. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be jointly payable to the Co-owner and his mortgagee. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association shall promptly notify each institutional holder of a first mortgage on the applicable Unit(s) in the Condominium.

Section 5.4 Association Responsibility for Repair. Except as provided in Section 5.3 of these Bylaws and Section 4.3 of the Master Deed, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements. Immediately following a casualty to property that the Association is responsible for maintaining and repairing, the Association shall obtain reliable and detailed cost estimates to repair or replace the damaged property to a condition comparable to that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, there are insufficient funds for the payment of the reconstruction or repair, the Association shall make an assessment against all Co-owners for an amount, which when combined with available insurance proceeds, shall be sufficient to fully pay for the cost of repair or reconstruction of the damaged property. Any such assessment made by the Board of Directors of the Association shall be governed by Section 2.3(a) of these Bylaws.

Section 5.5 Timely Reconstruction and Repair. If any damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed to replace the damaged property without delay, and shall use its best efforts to complete such replacement within six (6) months from the date upon which the property damage occurred.

Section 5.6 Eminent Domain. Section 133 of the Act and the following provisions shall control in the event all or a portion of the Project is subject to eminent domain:

- a. **Taking of a Unit or Related Improvements.** In the event all or a portion of a

Unit is taken by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interest may appear. If the entire Unit is taken by eminent domain, on the acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project.

- b. *Taking of Common Elements.* If there is a taking of any portion of the Condominium Project other than a Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective undivided interest in the Common Elements pursuant to the affirmative vote of Co-owners representing greater than two-thirds (2/3rds) in percentage of value of the total votes of all Co-owners qualified to vote, at a meeting duly called for such purpose, the Association is directed to rebuild, repair or replace the portion so taken or to take such other action as authorized by a vote of the Co-owners who hold two-thirds (2/3rds) in percentage of value. If the Association is directed by the requisite number of Co-owners to rebuild, repair or replace all or any portion of the Common Elements taken, the Association shall be entitled to retain the portion of the condemnation proceeds necessary to accomplish the reconstruction, repair or replacement of the applicable Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any condemnation award for Common Elements and any negotiated settlement approved by the Co-owners representing two-thirds (2/3rds) or more of the total percentages of value of all Co-owners qualified to vote shall be binding on all Co-owners.
- c. *Continuation of Condominium After Taking.* In the event the Condominium Project continues after a taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Units, based upon the continuing value of the Condominium being one hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of obtaining the signature or specific approval of any Co-owner, mortgagee or other person.
- d. *Notification of Mortgagees.* In the event all or any portion of a Unit in the Condominium, or all or any portion of the Common Elements is made the subject matter of any condemnation of eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall notify each institutional holder of a first mortgage lien on any of the Units in the Condominium that is registered in the Association's book of "Mortgagees of Units" pursuant to Section 7.1 of these Bylaws.

Section 5.7 *Notification of FHLMC.* In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association shall give FHLMC written notice, at such address as it may from

time to time direct, of any loss to or taking of the Common Elements of the Condominium, if the loss or taking exceeds Ten Thousand and 00/100 (\$10,000.00) Dollars in amount or if the damage or taking relates to a Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds One Thousand and 00/100 (\$1,000.00) Dollars.

Section 5.8 Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages with respect to any distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

ARTICLE VI **RESTRICTIONS**

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 6.1 Residential Use. No Unit in the Condominium shall be used for other than singlefamily residential purposes and the Common Elements shall be used only for purposes consistent with the use of single-family residences. No Unit shall contain more than two (2) occupants for each bedroom within the Unit. Patios, decks and porches shall not be used for storage purposes and may only contain barbecues, appropriate and customary chairs and tables.

Section 6.2 Alterations and Modifications. A Co-owner shall not make any alterations to the exterior appearance or make structural modifications to his Unit or make changes in any of the General or Limited Common Elements, without the express written approval of the Board of Directors, including without limitation, exterior painting or the erection of lights, aerials, awnings, doors, windows, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications. In addition, no antennae or satellite dishes shall be installed unless the Board of Directors approves in writing the location of such antenna or satellite dish and the materials used to screen such antenna or satellite dish from the view of neighboring Units. Satellite dishes may not be installed without contacting the Condominium Association Manager to obtain a copy of the installation guidelines and to arrange a meeting with the Manager for approval of the location and method of installation and shall otherwise be installed in conformance with applicable Township ordinances. A Co-owner shall not in any way restrict the Association's access to any plumbing, water line, water line valves, water meter, irrigation system valves or any element that affects an Association responsibility in any way. If a Co-owner causes any damage to any General or Limited Common Elements or to any other Unit as a result of making any alterations (regardless of whether or not such alteration was authorized) the Co-owner shall be responsible for the cost of repairing any damages caused by the Co-owner, his agents or contractors. If necessary for providing access to any General or Limited Common Elements or other facilities that the Association has the right or obligation to maintain, repair or restore, the Association may remove any coverings, additions or attachments of any nature that restrict such access and the Association will have no responsibility or liability for repairing, replacing or reinstalling any such materials.

Section 6.3 Draperies and Curtains. All window treatments, draperies and/or curtains

installed in windows in the Condominium shall have white or off-white liners so as to maintain a uniform appearance when viewed from the exterior of the Buildings. Co-owners may not install, on either the interior or the exterior of the windows, any bars or other similar visible security protection.

Section 6.4 Home Occupations, Nuisances, Livestock and Pets.

- a. No home occupation, profession or commercial activity, including, without limitation, daycare facilities, that requires members of the public to visit a Co-owner's Unit or requires commercial vehicles to travel to and from a Co-owner's Unit shall be conducted in any Unit in the Condominium Project, with the exception of the sales activities of Developer or real estate companies who own or hold any Units for resale to customers in the ordinary course of business. Notwithstanding the foregoing, the Developer shall be permitted to maintain offices or models within Units, and parking, storage areas and other facilities within the Condominium Project as it deems necessary to facilitate the development and sale of the Project, until all Units are sold to non-developer Co-owners.
- b. No noxious or offensive activity shall be carried on in or upon any Unit or Common Element nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the Project (other than normal construction activity), including, without limitation, playing of music, musical instruments, operating equipment and appliances (including radios, stereos, CD players, DVD Players, televisions and similar devices) in such manner, or causing such other noise to be made, which is clearly audible from another Unit which has its windows and doors closed. No burning of refuse shall be permitted outside the Unit. No Co-owner shall do or permit anything to be done or kept or permit to be kept in his Unit or on the Common Elements that will increase the rate of insurance on the Condominium without the written approval of the Association, and such Co-owner(s) shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such activity if approved.
- c. The maximum number of pets that a Co-owner may maintain at a Unit is limited to one (1) domesticated dog or two (2) cats, or one (1) domesticated dog under thirty-five (35) pounds and one (1) domesticated cat, in his Unit. No animal may be kept or bred for any commercial purpose. Any animal shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal should at all times be leashed and attended in person by some responsible person on the Common Elements, Limited or General. The Board of Directors may, in its discretion, designate certain portions of the General Common Elements of the Project wherein such animals may be walked and/or exercised and the Board of Directors may, in its discretion, designate certain portions of the General Common Elements of the Project where dog runs may be constructed. Nothing herein contained shall be construed to require the Board of Directors

to so designate a portion of the General Common Elements for the walking and/or exercise of animals and/or for the construction of dog runs. No savage or dangerous animal shall be kept, and any Co-owner who causes any animal to be brought or kept upon the Condominium Premises shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and attorney's fees) which the Association may sustain as a result of the presence of such animal on the Condominium Premises, whether or not the Association has given its permission therefor, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by a Co-owner. No dog that barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common elements. The Association may charge all Co-owners owning animals a reasonable additional assessment to be collected in the manner provided in Article II of these By-laws in the event that the Association determines such assessment necessary to defer the maintenance cost to the Association or accommodating animals within the Condominium. The Association may have the right to require that any pets be registered with it and may adopt such additional rules and regulations with respect to animals as it may be proper. The Association may, after notice of hearing, but without liability to the Co-owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section 6.4(c) or by any applicable rules or regulations of the Association. The Association may also assess fines for such violations of the restrictions imposed by this Section 6.4(c) or by any applicable rules and regulations of the Association. The term "animal" or "per" as used in this Section 6.4(c) shall not include small domesticated animals that are consistently caged, such as small birds or fish.

Section 6.5 *Vehicular Parking and Storage*. No trailer, mobile home, bus, boat trailer, boat, camping vehicle, off-road motorcycle, recreational vehicle, commercial or inoperative vehicle of any description shall at any time be parked, stored or maintained on the Condominium: provided, however, that builders' trucks and equipment may be parked and used within the Condominium during construction operations. There are fire hydrants located on one (1) side of the streets within the Condominium. Parking is not be allowed on the side of a street which contains such fire hydrants. No commercial vehicle lawfully upon any Common Element for business shall remain on such Common Element except in the ordinary course of business and in conformity with all applicable laws and/or ordinances. A motor home or camping vehicle may be parked temporarily in a visitor parking space for a period not to exceed three (3) days for the purpose of loading and unloading such vehicle prior to and following its use. A Co-owner may not maintain more than two (2) vehicles upon the Condominium Premises unless the Board of Directors specifically approves in writing otherwise. Any non-operational vehicle(s), including those with expired license plates and/or flat tires, shall not be parked or stored within the Condominium Premises without the prior written approval of the Board of Directors, except in garages. The Association may cause vehicles parked or stored in violation of this Section 6.5 to be removed from the Condominium Premises and the cost of such removal may be assessed to and collected from the Co-Owner of the Unit responsible for the presence of the vehicle in the

manner provided in Article II hereof without liability to the Association. Each Co-Owner shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises. The Board of Directors may promulgate reasonable rules and regulations governing the parking of vehicles in the Condominium consistence with the provisions hereof.

Section 6.6 Garbage and Refuse. Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so that it will not be objectionable to neighboring Co-owners. No outside storage for refuse or garbage shall be maintained or used, except that permitted trash containers may be placed curbside, or in such other appropriate location, on the day before the refuse or garbage is scheduled to be picked up, provided that such containers are stored as provided in this Section 6.6 promptly after the garbage has been removed. The burning or incineration of rubbish, trash, construction materials or other waste outside of any residential dwelling is strictly prohibited. If the Township, by ordinance, has a mandatory rubbish removal and waste recycling program, each Co-owner shall participate in such program and shall be billed separately by the Township for such services. If the Township does not have a mandatory rubbish removal and recycling program, the Association shall be responsible for contracting for rubbish removal and waste recycling and the cost thereof shall be deemed to be a cost of administering the Condominium Project.

Section 6.7 Landscaping. Each Co-Owner may plant flowers, only, in the General Common Element lawn area in front of the Co-Owner's Unit. Other than this limited right to plant flowers, only, no Co-Owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements unless approved by the Board of Directors in writing or unless permitted by the Master of Deed or the regulations of the Association.

Section 6.8 Motorized Vehicles; Firearms. No motorized off-road bikes, off-road motorcycles, snowmobiles or other motorized recreational vehicles shall be operated in any Common Elements within the Project. No firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices shall be used anywhere on or about the Condominium Project.

Section 6.9 Signs; illumination; Mailboxes. No signs of any kind shall be placed within the Project or on any Unit, or any portion thereof, without the prior written approval of Developer during the Development and Sales Period, and the Association thereafter. No "For Rent," "For Sale" or "For Lease" or other similar signs shall be placed upon any Unit or Unit window, Building or Common Element, or any portion thereof. The foregoing restrictions shall not apply to signs that may be installed or erected upon the Project by Developer during any construction period or during any periods that a Unit may be used as a model or for display purposes.

No additional exterior illumination of any kind shall be placed or allowed on any portion of a Unit, unless first approved by Developer. Developer may, but is not required to, install illuminating fixtures within the Condominium Project and to designate the fixtures as common lighting as provided in Section 4.1(b) of the Master Deed. Some of the common lighting may be

installed on the Common Elements or on Unit exteriors. The cost of providing electricity for common lighting located within the Project shall be paid by the Association. Such fixtures shall be maintained, repaired and replaced (including the replacement of light bulbs) by the Association. Each Co-owner shall be responsible for paying the electrical charges for porch and rear lighting that is attached to such Co-owner's Unit. The size and nature of the light bulbs to be used in all fixtures shall be determined by the Association in its discretion. A Co-owner shall not modify or change such common lighting fixtures in any way and shall not cause the electrical flow for their operation to be interrupted at any time. All front and rear porch lighting fixtures will operate on photoelectric cells, and shall remain lit at all times determined by the Association.

Each Unit has been assigned a mailbox. A Co-owner may not alter the appearance of or modify in any way the mailbox assigned to his/her Unit which is uniform in appearance within the Condominium Premises.

Section 6.10 Objectionable Sights. No laundry drying equipment shall be erected or used outdoors and no laundry shall be hung for drying outside of a Unit or Building. Television antennae or satellite dishes shall be appropriately screened from the view of neighboring properties and installed to the rear of a Unit, unless otherwise approved in writing by Developer, during the Development and Sales Period and the Association thereafter. No unsightly condition shall be maintained upon any porch, deck or patio and only furniture and equipment consistent with ordinary porch, deck or patio use shall be permitted to remain thereon during seasons when porches, decks or patios are reasonably in use and no furniture or equipment of any kind shall be stored on porches, decks or patios during seasons when porches, decks or patios are not reasonably in use.

Section 6.11 Maintenance. Each Co-owner shall maintain the interior of his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements, including but not limited to, utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for the repair and/or restoration of any damage to any Common Elements or damage to any other Co-owner's Unit resulting from the negligent acts or omissions of a Co-owner, his family, guests, agents or invitees, except to the extent the Association obtains insurance proceeds for such repair or restoration; provided, however, that if the insurance proceeds obtained by the Association are not sufficient to pay for the costs of repair or restoration, the Association may assess the Co-owner for the excess amount necessary to pay for the repair and restoration, together with the amount of any insurance deductible which applies to such repair and restoration.

Section 6.12 Structures in Limited Common Elements and Easements. Except as otherwise permitted in the Master Deed or these Bylaws, no structures of any kind may be installed within any Common Elements or within any easements within the Project without the prior written approval of the Developer during the Development and Sales Period and by the Association thereafter.

Section 6.13 *Air Conditioners*. No external air conditioning unit shall be placed in or attached to a window or wall of any Unit.

Section 6.14 *Leasing and Rental*.

- a. **Right to Lease.** A Co-owner may lease his Unit for the purposes set forth in Section 6.1; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a first mortgage lender in possession of a Unit as a result of foreclosure or a conveyance or assignment in lieu of foreclosure, no Co-owner shall lease less than his entire Unit in the Condominium and no tenant shall be permitted to occupy a Unit except under a lease having an initial term of at least twelve (12) months, unless specifically approved in writing by the Association. The terms of all (eases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. Developer may lease any number of Units in the Condominium in its discretion without being required to obtain the approval of the Association.
- b. **Leasing Procedures.** The leasing of Units in the Project shall conform to the following:
 1. A Co-owner, excluding Developer, desiring to rent or lease a Unit, shall provide the Association, at least ten (10) days prior to presenting a lease form to a potential lessee, with a written notice of the Co-owner's intent to lease his Unit. Any Co-owner seeking to lease a Unit shall use the exact lease form provided to such Co-owner by the Association, which has been approved by Developer prior to the Transitional Control Date. The Association shall be entitled to request that changes be made to any lease terms that are necessary to insure that the lease will comply with the Condominium Documents. If Developer desires to rent Units, it shall not be required to notify either the Advisory Committee or any Co-owner.
 2. Tenants or non-owner occupants shall comply with all of the provisions of the Condominium Documents and all leases and rental agreements shall incorporate this requirement.
 3. If the Association determines that the tenant or non-owner occupant has failed to comply with the provisions of the Condominium Documents, the Association may take the following actions:
 - (i) The Association shall notify the Co-owner by certified mail of the alleged violation by the tenant or occupant.
 - (ii) The Co-owner shall have fifteen (15) days from his receipt of such notice to investigate and correct the alleged breach by the tenant or occupant or advise the Association that a violation has not occurred.
 - (iii) If, at the expiration of the above-referenced fifteen (15)

day period, the Association believes that the alleged breach is not cured or may be repeated, the Association (or the Co-owners derivatively on behalf of the Association, if the Association is under the control of Developer), may institute on behalf of the Association a summary proceeding eviction action against the tenant or non-owner occupant. The Association may simultaneously, bring an action for damages against the Co-owner and tenant or non-owner occupant for breach of the Condominium Documents. The Association may hold both the tenant *and* the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the tenant occupying a Co-owner's Unit under a lease or rental agreement and *the* tenant, after receiving the notice, shall deduct from the rental payments due to the Co-owner the amount of the arrearage and all future assessments as they fall due and shall pay such amounts directly to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. The form of lease used by Co-owner shall explicitly contain the foregoing provisions.

(c) Exclusion of Certain Mortgagees. Notwithstanding anything to the contrary contained in these Bylaws, the leasing restrictions contained in this Section 6.14 shall not apply to a mortgagee who takes possession pursuant to a foreclosure, deed in lieu of foreclosure or other proceeding under its mortgage.

Section 6.15 Rules and Regulations. It is intended that the Board of Directors of the Association may adopt rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be adopted and amended from time to time by any Board of Directors prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners. Any such regulation or amendment may be revoked at any time by the affirmative vote of greater than two-thirds (2/3rds) of the Co-owners in value, except that the Co-owners may not revoke any regulation or amendment prior to the First Annual Meeting of the entire association. Notwithstanding the foregoing, any amendment to such rules and regulations which would be inconsistent with the PUD Agreement or the approved final site plan for the Condominium shall require the approval of the Township.

Section 6.16 Reserved Rights of Developer.

- a. Developer's Rights In Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or

signs or billboards, if any, of Developer during the Development and Sales Period or of the Association in furtherance of its powers *and* purposes set forth herein *and* in the Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary contained elsewhere in these Bylaws, Developer shall have the right, during the Development and Sales Period, to maintain a sales office, a business office, a construction office, model units, storage areas and parking incident to the foregoing and such access to, from and over the Project as may *be* reasonable to enable the development and sale of the entire Project. Developer shall restore the areas utilized by Developer to habitable status upon its termination of use.

- b. *Enforcement of Bylaws.* The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape the Condominium Project in a manner consistent with the maintenance of such high standards, then Developer, or any entity to *which* it may assign this right, may elect to maintain, repair and/or replace any Common Elements and/or to perform any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period regardless of whether or not it owns a Unit in the Condominium. Developer's enforcement rights under this Section 6.16 may include, without limitation, an action to restrain the Association or any Co-owner from performing any activity prohibited by these Bylaws.

Section 6.17 *Open Space Areas; Wetlands.*

The Open Space Areas may be used by all Co-owners for open space and recreational purposes only. The Association shall preserve and retain the Open Space Areas, with minimal intrusion, subject only to such activities which are permitted in these Bylaws. There shall be no construction, installation or placing of any improvements or structures which are directly necessary for the proper functioning of any roads, Storm Water Drainage Facilities or other utilities located within the Open Space Areas. The Association shall have the right to establish additional rules and regulations with respect to the preservation, upkeep and activities allowed within the Open Space Areas as the Association's Board of Directors may deem necessary or desirable to insure the proper preservation and functioning of the Open Space Areas.

No wetlands, if any, within the Project shall be modified in any manner, including, but not limited to, altering the topography of, placing fill material in, dredging, removing or excavating any soil or minerals from, draining surface water from, constructing or placing any structure on, plowing, tilling, cultivating, or otherwise altering or developing the wetlands, unless a permit for such modification has been issued by Michigan Department of Environmental Quality and all other governmental units or agencies having jurisdiction over any wetlands within the Project, and unless such modification is approved by Developer during the Construction and Sales Period and by the Association thereafter.

In order to protect all wetlands and upland vegetation located within the Open Space Areas, no fertilizer products containing phosphates shall be used. In addition, the use of herbicides and insecticides within the Open Space Areas shall be limited.

ARTICLE VII **MORTGAGES**

Section 7.1 **Notice to Association.** Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

Section 7.2 **Insurance.** The Association shall notify each mortgagee appearing in the book referenced in Section 7.1 of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 7.3 **Notification of Meetings.** Upon request submitted to the Association, any institutional holder of a first mortgage lien on a Unit *shall* be entitled to receive written notification of every meeting of the Members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII VOTING

Section 8.1 **Vote.** Except as otherwise specifically provided in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned. With respect to those Sections of these Bylaws which require votes to be cast on a percentage of value basis, each Co-owner's Unit shall be assigned the number votes proportionate to the percentage of value pertaining to such Co-owner's Unit.

Section 8.2 **Eligibility to Vote.** No Co-owner, other than Developer, shall be entitled to vote at any meeting of the Association until he has presented to the Association evidence that the Co-owner owns a Unit. Except as provided in Section 11.2 of these Bylaws, no Co-owner, other than Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 11.2. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 8.3 below or by a proxy given by such individual representative. Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of Members and shall be entitled to vote during such period notwithstanding the fact that Developer may own no Units at some time or from time to time during such period. At the First Annual Meeting, and thereafter, Developer shall be entitled to vote for each Unit which it owns.

Section 8.3 Designation of Voting Representative. Each Co-owner shall file with the Association a written notice designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of the Co-owner. If a Co-owner designates himself as the individual representative, he need not file any written notice with the Association. The failure of any Co-owner to file any written notice with the Association shall create a presumption that the Co-owner has designated himself as the voting representative. The notice shall state the name and address of the individual representative designated, the address of the Unit or Units owned by the Co-owner and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. The notice shall be signed and dated by the Co-owner. An individual representative may be changed by the Co-owner at any time by filing a new notice in accordance with this Section 8.3. In the event a Unit is owned by multiple Co-owners who fail to designate an individual voting representative for such Co-owners, the Co-owner whose name first appears on record title shall be deemed to be the individual representative authorized to vote on behalf of all the multiple Co-owners of the Unit(s) and any vote cast in person or by proxy by said individual representative shall be binding upon all such multiple Co-owners.

Section 8.4 Quorum. Except as required by law or otherwise provided in the Condominium Documents, the presence in person or by proxy of Co-owners representing thirty-five (35%) percent of the total number of votes of all Co-owners qualified to vote (based on one vote per Unit for quorum purposes) shall constitute a quorum for holding a meeting of the Members of the Association. The written vote of any person furnished at or prior to any duly called meeting at which said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 8.5 Voting. Votes may be cast in person or by proxy by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the Members of the Association. Cumulative voting shall not be permitted.

Section 8.6 Majority. When an action is to be authorized by vote of the Co-owners of the Association, the action must be authorized by a majority of the votes cast at a meeting duly called for such purpose, unless a greater percentage vote is required by the Master Deed, these Bylaws or the Act.

ARTICLE IX **MEETINGS**

Section 9.1 Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with generally recognized rules of parliamentary procedure,

which are not in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 9.2 First Annual Meeting. The First Annual Meeting of members of the Association may be convened by Developer in its discretion at any time prior to the date the First Annual Meeting is required to be convened pursuant to this Section 9.2. The First Annual Meeting must be held (I) within one hundred twenty (120) days following the conveyance of legal or equitable title to non-Developer Co-owners of seventy-five (75%) percent of all Units that may be created; or (ii) 54 months from the first conveyance to a non-Developer Co-owner of legal or equitable title to a Unit, whichever is the earlier to occur. There shall be no quorum requirement for the First Annual Meeting. Developer may call meetings of Members for informative or other appropriate purposes prior to the First Annual Meeting of Members and no such meeting shall be construed as the First Annual Meeting of Members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each Co-owner's individual representative. The phrase "Units that may be created" as used in this Section 9.2 and elsewhere in the Condominium Documents refers to the maximum number of Units which Developer is permitted to include in the Condominium Project under the Condominium Documents, as they may be amended.

Section 9.3 Annual Meetings. Annual meetings of Association Members shall be held not later than May 30 of each succeeding year following the year in which the First Annual Meeting is held, at a time and place determined by the Board of Directors. At each annual meeting, the Co-owners shall elect members of the Board of Directors in accordance with Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other Association business as may properly come before them.

Section 9.4 Special Meeting. The President of the Association shall call a special meeting of Members as directed by resolution of the Board of Directors or upon presentation to the Association's Secretary of a petition signed by Co-owners representing at least one third (1/3) of the votes of all Co-owners qualified to vote (based upon one vote per Unit). Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 9.5 Notice of Meetings. The Secretary (or other Association officer in the Secretary's absence) shall provide each Co-Owner of record, or, if applicable, a Co-owner's individual representative, with notice of each annual or special meeting, stating the purpose thereof and the time and place where it is to be held. A notice of an annual or special meeting shall be served at least ten (10) days but not more than sixty (60) days prior to each meeting. The mailing, postage prepaid, of a notice to the individual representative of each Co-owner at the address shown in the notice filed with the Association under Section 8.3 of these Bylaws shall be deemed properly served. Any Co-owner or individual representative may waive such notice, by filing with the Association a written waiver of notice signed by such Co-owner or individual representative.

Section 9.6 Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. When a meeting is adjourned to another time or place, it is not necessary to give notice of the adjourned meeting if the time and place, it is not necessary to give notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken and only such business is transacted at the adjourned meeting as might have been transacted at the original meeting. However, if after the adjournment, the Board of Directors fixes a new record date for the adjourned meeting, a notice of adjourned meeting shall be given to each Co-Owner or Co-owner's individual representative.

If a meeting is adjourned in accordance with the provisions of this Section 9.6 due to the lack of a quorum, the required quorum at the subsequent meeting shall be two thirds (2/3) of the required quorum for the meeting that was adjourned, provided that the Board of Directors provides each Co-owner (or Co-owner's individual representative) with notice of the adjourned meeting in accordance with Section 9.5 above and provided further the subsequent meeting is held within sixty (60) days from the date of the adjourned meeting.

Section 9.7 Action Without Meeting. Any action required or permitted to be taken at any meeting of Members may be taken without a meeting, without prior notice and without a vote, if a written consent, setting forth the actions so taken, is signed by the Co-owners (or their individual representatives) having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all Co-owners entitled to vote thereon were present and voted. Prompt notice of any action that is taken without a meeting by less than unanimous written consent shall be given to the Co-owners who have not consented in writing.

ARTICLE X **ADVISORY COMMITTEE**

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

ARTICLE XI **BOARD OF DIRECTORS**

Section 11.1 Number and Qualification of Directors. The Board of Directors shall be

comprised of three (3) Directors. At such time as the non-Developer Co-owners are entitled to elect two (2) members of the Board of Directors in accordance with Section 11.2 below, the Board of Directors shall automatically be increased from three (3) to five (5) persons. At such time as the Board of Directors is increased in size to five (5) persons, all Directors must be Co-owners, or officers, partners, trustees or employees of Co-owners that are entities.

Section 11.2 Election of Directors.

- a. First Board of Directors. Until such time as the non-Developer Co-owners are entitled to elect one (1) of the members of the Board of Directors, Developer shall select all of the Directors, which persons may be removed or replaced by Developer in its discretion.
- b. Appointment of Non-developer Co-owner to Board prior to First Annual Meeting. Not later than one hundred twenty (120) days following the conveyance to non-Developer Co-owners of legal or equitable title to seventy-five (75%) percent of the Units that may be created, one (1) member of the Board of Directors shall be elected by non-Developer Co-owners. There shall be no quorum requirement for the meeting at which such election is held. The remaining members of the Board of Directors shall be selected by Developer. When the required percentage level of conveyance has been reached, Developer shall notify the non-Developer Co-owners and request that they hold a meeting to elect the required Director. Upon certification by the Co-owners to Developer of the Director elected, Developer shall immediately appoint such Director to the Board, to serve until the First Annual Meeting of Co-owners, unless he is removed pursuant to Section 11.7 or he resigns or becomes incapacitated.
- c. Election of Directors at and after First Annual Meeting.
 1. Not later than one hundred twenty (120) days following the conveyance to non-Developer Co-owners of legal or equitable title to seventy-five (75%) percent of the Units that may be created, the non-developer Co-owners shall elect all of the Directors to the Board, except that Developer shall have the right to designate at least one Director so long as Developer owns and offers for sale at least ten (10%) percent of the Units in the Project or as long as the Units that remain to be created and sold equal at least ten (10%) percent of all Units that may be created in the Project. Whenever the seventy-five (75%) percent conveyance level is achieved, a meeting of Co-owners shall promptly be convened to effectuate this provision, even if the First Annual Meeting has already occurred. There shall be no quorum requirement for such meeting.
 2. Regardless of the percentage Of Units which have been conveyed, upon the elapse of fifty-four (54) months after the first conveyance to a non-Developer Co-owner of legal or equitable title to a Unit on the Project, and if title to not less than seventy-five (75%) percent of the Units that may be created has not

been conveyed, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by Developer and for which assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Section 11.2(b) or 11.2(c)(1) above. There shall be no quorum requirement for the meeting at which such election is held. Application of this subsection does not require a change in the size of the Board of Directors.

3. If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (ii) above, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula, Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of Developer to designate one director as provided in subsection (i) above.
4. At the first Annual Meeting (2) Directors shall be elected for a term of two (2) years and one (1) Director shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one slate and the two (2) persons receiving the highest number of votes shall be elected for a term of two (2) years *and* the other person shall be elected for term of one (1) year. At each subsequent Annual Meeting, either one (1) or (2) Directors shall be elected depending upon the number of Directors whose terms expire, and the term of office of each Director shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 11.3 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things which are not prohibited by the Condominium Documents or specifically required to be exercised and performed by the Co-owners.

Section 11.4 Specific Powers and Duties. In addition to the duties imposed by these Bylaws or any further duties which may be imposed by resolution of the Co-owners of the Association, the Board of Directors shall have the following powers and duties:

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

- b. To collect assessments from the Co-owners and to expend the proceeds for the purposes of the Association.
- c. To carry insurance and collect and allocate the proceeds thereof.
- d. To reconstruct or repair improvements after casualty.
- e. To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of *the* Condominium Project.
- f. To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- g. To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by the affirmative vote of the Co-owners (or their individual representatives) representing seventy-five (75%) percent of the total percentages of value of all Co-owners qualified to vote.
- h. To establish rules and regulations in accordance with Section 6.24 of these Bylaws.
- i. To establish such committees as the Board of Directors deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by *law* or the Condominium Documents required to be exclusively performed by the Board.
- j. To enforce the provisions of the Condominium Documents.

Section 11.5 Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include Developer or any person or entity related thereto) at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 11.3 and 11.4, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be exclusively performed by or have the approval of the Board of Directors or the Members of the Association.

Section 11.6 Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the Co-owners of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at a subsequent annual meeting of the Association. Vacancies among Directors elected by non-Developer Co-owners which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner as specified in Section 11.2(b).

Section 11.7 Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors elected by the non-Developer Co-owners may be removed with or without cause by the affirmative vote of the Co-owners (or their individual representatives) who represent greater than fifty (50%) percent of the total votes of all Co-owners qualified to vote, and a successor may then and there be elected to fill any vacancy thus created. Any Director whose removal has been proposed by a Co-owner shall be given an opportunity to be heard at the meeting. Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may also be removed by such Co-owners before the First Annual Meeting in the manner described in this Section 11.7.

Section 11.8 First Meeting. The first meeting of the elected Board of Directors shall be held within ten (10) days of election at a time and place fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary in order to legally convene such meeting, provided a majority of the Board shall be present.

Section 11.9 Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year of the Association. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least ten (10) days prior to the date named for such meeting.

Section 11.10 Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner on the written request of two (2) or more Directors.

Section 11.11 Quorum and Required Vote of Board of Directors. At all meetings of the Board of Directors, a majority of the members of the Board of Directors then in office shall constitute a quorum. The vote of the majority of Directors at a meeting at which a quorum is present constitutes the action of the Board of Directors, unless a greater plurality is required by the Michigan Non-profit Corporation Act, the Articles of Incorporation, the Master Deed or these Bylaws. If a quorum is not present at any meeting of the Board of Directors, the Directors present at such meeting may adjourn the meeting from time to time without notice other than an announcement at the meeting, until the quorum shall be present.

Section 11.12 Consent in Lieu of Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may *be* taken without a meeting if all members of the Board of Directors consent in writing. The written consent shall be filed with the minutes of the proceedings of the Board of Directors. The consent has the same effect as a vote of the Board of Directors for all purposes.

Section 11.13 Participation in a Meeting by Telephone. A Director may participate in a

meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 11.13 constitutes presence at the meeting.

Section 11.14 Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 11.15 Compensation. Each Director shall be paid Two Hundred Fifty and 00/100 (\$250.00) Dollars per year for rendering services in their capacity as Directors. The amount of compensation paid to Directors shall not be modified, unless approved by the Co-owners (or their individual representatives) who represent two-thirds (2/3rds) or more of the total votes of all Co-owners qualified to vote.

ARTICLE XII **OFFICERS**

Section 12.1 Selection of Officers. The Board of Directors, at a meeting called for such purpose, shall appoint a president, secretary and treasurer. The Board of Directors may also appoint one or more vice-presidents and such other officers, employees and agents as the Board shall deem necessary, which officers, employees and agents shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. Two (2) or more offices, except that of president and vice-president, may be held by one (1) person who may also be a Director. An officer shall be a Co-owner, or shareholder, officer, director, employee or partner of a Co-owner that is an entity.

Section 12.2 Term, Removal and Vacancies. Each officer of the Association shall hold office for the term for which he is appointed until his successor is elected or appointed, or until his resignation or removal. Any officer appointed by the Board of Directors may be removed by the Board of Directors with or without cause at any time. Any officer may resign by written notice to the Board of Directors. Any vacancy occurring in any office may be filled by the Board of Directors.

Section 12.3 President. The President shall be a Member of the Board of Directors and shall act as the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an Association, subject to Section 12.1.

Section 12.4 Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 12.5 Secretary. The Secretary shall keep the minutes of all meetings of the

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

Section 12.6 Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may, from time to time, be designated by the Board of Directors.

ARTICLE XIII **SEAL**

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

ARTICLE XIV **FINANCE**

Section 14.1 Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be determined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Upon request, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 14.2 Fiscal Year. The fiscal year of the Association shall be an annual period commencing on the date initially determined by the Directors. The Association's fiscal year may be changed by the Board of Directors in its discretion.

Section 14.3 Bank Accounts. The Association's funds shall initially be deposited in such bank or savings association as may be designated by the Directors. All checks, drafts and order of payment of money shall be signed in the name of the Association in such manner and by such person or persons as the Board of Directors shall from time to time designate for that purpose. The Association's funds may be invested from time to time in accounts or deposit certificates of such bank or savings association that are insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation

and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XV
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 15.1 Third Party Actions. To the fullest extent permitted by the Michigan Nonprofit Corporation Act, the Association shall, subject to Section 15.5 below, indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including actual and reasonable attorney fees), judgments, fines and amounts reasonably paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption (a) that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association or its members, and, (b) with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

Section 15.2 Actions in the Right of the Association. To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 15.5 below, indemnify any person who was or is a party defendant to or is threatened to be made a party defendant of any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in favor by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including actual and reasonable attorney fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit and amounts reasonably paid in settlement if he acted in good faith and in a manner *he* reasonably believed to be in or not opposed to the best interests of the Association or its members, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 15.3 Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent against any liability asserted against him and incurred by him in any such capacity or arising out of

his status as such, whether or not the Association would have power to indemnify him against such liability under Sections 15.1 and 15.2. In addition, the Association may purchase and maintain insurance for its own benefit to indemnify it against any liabilities it may have as a result of its obligations of indemnification made under Sections 15.1 and 15.2.

Section 15.4 Expenses of Successful Defense. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 15.1 and 15.2, or in defense of any claim, issue, or matter therein, or to the extent such person incurs expenses (including actual and reasonable attorney fees) in successfully enforcing the provisions of this Article XV, he shall be indemnified against expenses (including reasonable attorney fees) actually and reasonably incurred by him in connection therewith.

Section 15.5 Determination that Indemnification is Proper. Any indemnification under Sections 15.1 and 15.2 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the person is proper under the circumstances, because he has met the applicable standard of conduct set forth in Section 15.1 or 15.2, whichever is applicable. Notwithstanding anything to the contrary contained in this Article XV, in no event shall any person be entitled to any indemnification under the provisions of this Article XV if he is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties. The determination to extend such indemnification shall be made in any one (1) of the following ways:

- a. By a majority vote of a quorum of the Board of Directors consisting of Directors who were not parties to such action, suit or proceeding;
- b. If such quorum described in (a) is not obtainable, then by a majority vote of a committee of Directors who are not parties to the action, suit or proceeding. The committee shall consist of not less than two (2) disinterested Directors; or
- c. If such quorum described in (a) is not obtainable (or, even if obtainable, a quorum of disinterested Directors, so directs), by independent legal counsel in a written opinion.

If the Association determines that full indemnification is not proper under Sections 15.1 or 15.2, it may nonetheless determine to make whatever partial indemnification it deems proper. At least ten (10) days prior to the payment of any indemnification claim which is approved, the Board of Directors shall provide all Co-owners with written notice thereof.

Section 15.6 Expense Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding described in Section 15.1 and 15.2 may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as provided in Section 15.4 upon receipt of an undertaking by or on behalf of the person involved to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association. At least ten (10) days prior to advancing any expenses to any person under this Section 15.6, the Board of Directors shall provide all co-owners with written notice thereof.

Section 15.7 Former Representatives, Officers, Employees, or Agents. The indemnification provided in this Article XV shall continue as to a person who has ceased to be a

Director, Officer, Employee, or Agent of the Association and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 15.8 Changes in Michigan Law. In the event of any change in Michigan statutory provisions applicable to the Association relating to the subject matter of this Article XV, the indemnification to which any person shall be entitled hereunder arising out of acts or omissions occurring after the effective date of such amendment shall be determined by such changed provisions. No amendment to or repeal of Michigan law with respect to indemnification shall restrict the Association's indemnification undertaken herein with respect to acts or omissions occurring prior to such amendment or repeal. The Board of Directors are authorized to amend this Article XV to conform to any such changed statutory provisions.

ARTICLE XVI **AMENDMENTS**

Section 16.1 By Developer. In addition to the rights of amendment provided to Developer in the various Articles of the Master Deed, Developer may, during the Construction and Sales Period and for a period of two (two) years following the expiration of the Construction and Sales Period, and without the consent of any Co-owner, mortgagee or any other person, except for the Township, amend these Bylaws, provided such amendment or amendments do not materially alter the rights of the Co-owners or mortgagees. Amendments to these Bylaws which require the approval of the Township shall be approved or rejected in writing by the Township Supervisor; provided, however, that the Township Supervisor, at his/her discretion, shall have the option to defer such decision to the Township Board.

Section 16.2 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association upon the vote of the majority of the Directors or may be proposed by one-third (1/3) or more in number of the Co-owners by a written instrument identifying the proposed amendment and signed by the applicable Co-owners.

Section 16.3 Meeting. If any amendment to these Bylaws is proposed by the Board of Directors or the Co-owners, a meeting for consideration of the proposal shall be duly called in accordance with the provisions of these Bylaws.

Section 16.4 Voting. These Bylaws may be amended by the Co-owners at any regular meeting or a special meeting called for such purpose by an affirmative vote of two-thirds (2/3rds) or more of the total votes of all Co-owners qualified to vote, as determined on a percentage of value basis. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of two-third (2/3rds) of all mortgagees of Units shall be required. Each mortgagee shall have one vote for each mortgage held. Notwithstanding anything to the contrary contained in this Article XVI, during the Construction and Sales Period, these Bylaws shall not be amended in any way without the prior written consent of Developer.

Section 16.5 Effective Date of Amendment. Any amendment to these Bylaws shall become effective upon the recording of such amendment in the office of the Livingston County Register of Deeds.

Section 16.6 Township Approval. Notwithstanding anything to the contrary contained in these Bylaws, any amendment to these Bylaws which would be inconsistent with the PUD Agreement or the approved final site plan for the Condominium shall require the approval of the Township.

Section 16.7 Binding Effect. A copy of each amendment to the Bylaws shall be furnished to every Member of the Association after its adoption; provided, however, that *any* amendment to these Bylaws that is adopted in accordance with this Article XVI shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVII **COMPLIANCE**

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

ARTICLE XVIII **REMEDIES FOR DEFAULT**

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

Section 18.1 Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without limitation, an action to recover damages, injunctive relief, foreclosure of lien (if there is a default in the payment of an assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 18.2 Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding, including its actual attorneys' fees (not limited to statutory fees), but in no event shall any Co-owner be entitled to recover such attorneys' fees.

Section 18.3 Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure or condition existing or maintained in violation of the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its rights under this Section 18.3.

Section 18.4 Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for the assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the applicable Co-owner. No fine may be assessed unless rules and regulations establishing such fines have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Section 9.5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owner, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation, No fine shall exceed Twenty-Five and 00/100 (\$25.00) Dollars for the second violation, Fifty and 00/100 (\$50.00) Dollars for the third violation or One Hundred and 00/100 (\$100.00) Dollars for any subsequent violation.

Section 18.5 Non-waiver of Rights. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 18.6 Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any of the terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more of such rights or remedies shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party under the Condominium Documents at law or in equity.

Section 18.7 Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XIX **RIGHTS RESERVED TO DEVELOPER**

Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use or proposed action or any other matter, may be assigned by Developer to any other entity or to the Association. Any such assignment Or transfer shall be made by an appropriate written instrument in which the assignee or transferee evidences its consent to the acceptance of such powers and rights. Any rights and powers reserved or retained by Developer or its successors and assigns shall expire, at the conclusion of two (2) years following the expiration of the Construction and Sales Period, except as otherwise expressly

provided in the Condominium Documents. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to Developer are intended to apply, insofar as Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder) and which shall be governed only in accordance with the terms of the instruments, documents or agreements that created or reserved such property rights.

ARTICLE XX **SEVERABILITY**

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

ARTICLE XXI **ARBITRATION**

Section 21.1 Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon *the* election and written consent of the parties to any such disputes, claims or grievances {which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration, and the parties shall accept the arbitrator's decision as final *and* binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time shall be applicable to any such arbitration.

Section 21.2 Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 21.1 above, any Co-owner or the Association may petition the courts to resolve any disputes, claims or grievances.

Section 21.3 Election of Remedies. The election and written consent by the disputing parties to submit any dispute, claim or grievance to arbitration shall preclude such parties from thereafter litigating such dispute, claim or grievance in the courts. Nothing contained in this Article XXI shall limit the rights of the Association or any Co-owner, as described in Section 144 of the Act.

Section 21.4 Co-owner Approval for Civil Actions Against Developer and First Board

of Directors. Any civil action proposed by the Board of Directors on behalf of the Association to be initiated against Developer, its agents or assigns, and/or the First Board of Directors of the Association or other Developer - appointed Directors, for any reason, shall be subject to approval by a vote of two-thirds (2/3rds) of all Co-owners in accordance with Article III and notice of such proposed action must be given in writing to all Co-owners in accordance with Article VIII. Such vote may only be taken in a meeting of the Co-owners and no proxies or absentee ballots shall be permitted to be used, notwithstanding the provisions of Article VIII.

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 411
EXHIBIT "B" TO THE MASTER DEED OF

RIDDLEER GROVE

CONDOMINIUM

HARTLAND TOWNSHIP, SECTION 29, T3N-R6E
 LIVINGSTON COUNTY, MICHIGAN

DEVELOPER:
 CHESTNUT DEVELOPMENT
 3800 CHILSON ROAD
 HOWELL, MI 48843



PREPARED BY:
 LIVINGSTON ENGINEERING
 3300 S. OLD US 23
 BRIGHTON, MI, 48114
 (810) 225-7100

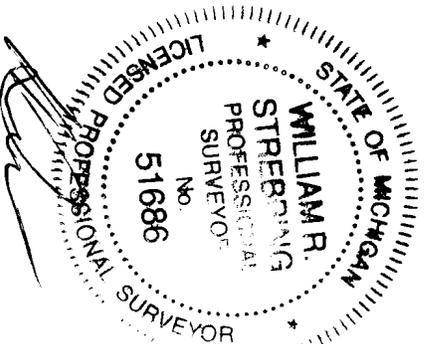
DRAWING INDEX	
NO.	TITLE
1.	COVER SHEET
2.	SURVEY PLAN
3.	SITE & UTILITY PLAN
4.	UNIT AREA & PERIMETER PLAN
5.	FOUNDATION & FLOOR PLANS (UNITS 1,2,3,4,5,6,8,9,11-25)
6.	FOUNDATION & FLOOR PLANS (UNITS 7 & 10)
7.	BUILDING SECTIONS (UNITS 1,2,3,4,5,6,8,9,11-25)
8.	BUILDING SECTIONS (UNITS 7&10)

LEGAL DESCRIPTION:

Part of the Northwest 1/4 of Section 29, T3N, R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: Beginning at the Northwest Corner of said Section 29; thence along the North line of said Section 29, N 86°02'54"E, 450.00 feet (previously recorded as N 86°22'54" E, 450.00 feet); thence along the West line of "AUTUMN WOODS CONDOMINIUM", subdivision plan number 183 of the Livingston County Records, S 02°22'52" E (previously recorded as S 01°57'52" E), 871.00 feet; thence along the North line of said "AUTUMN WOODS CONDOMINIUM", S 86°02'54" W (previously recorded as S 86°27' 54" W), 450.00 feet; thence along the West line of said Section 29 and the East line of "SAN MARINO MEADOWS", a subdivision as recorded in Liber 29 of Plats on Page 9 of the Livingston County Records, N 02°22'52" W (previously recorded as N 01°57'52" W and platted as N 01°09'26"W), 871.00 to the point of beginning, containing 9.00 acres, more or less and subject to the rights of the public over State Highway M-59. Also subject to any other easements or restrictions of record.

Bearings are based on Grid North using RTK GPS observations with corrections based on the Brighton CORS station.

Witnesses:
 NW Corner, Section 29, T3N-R6E (C-09)
 Found Remon pipe and cap in monument box per LSC1623m
 N 1/4 Corner, Section 29, T3N-R6E (D-09)
 Found Remon pipe and cap in monument box per LSC1629m

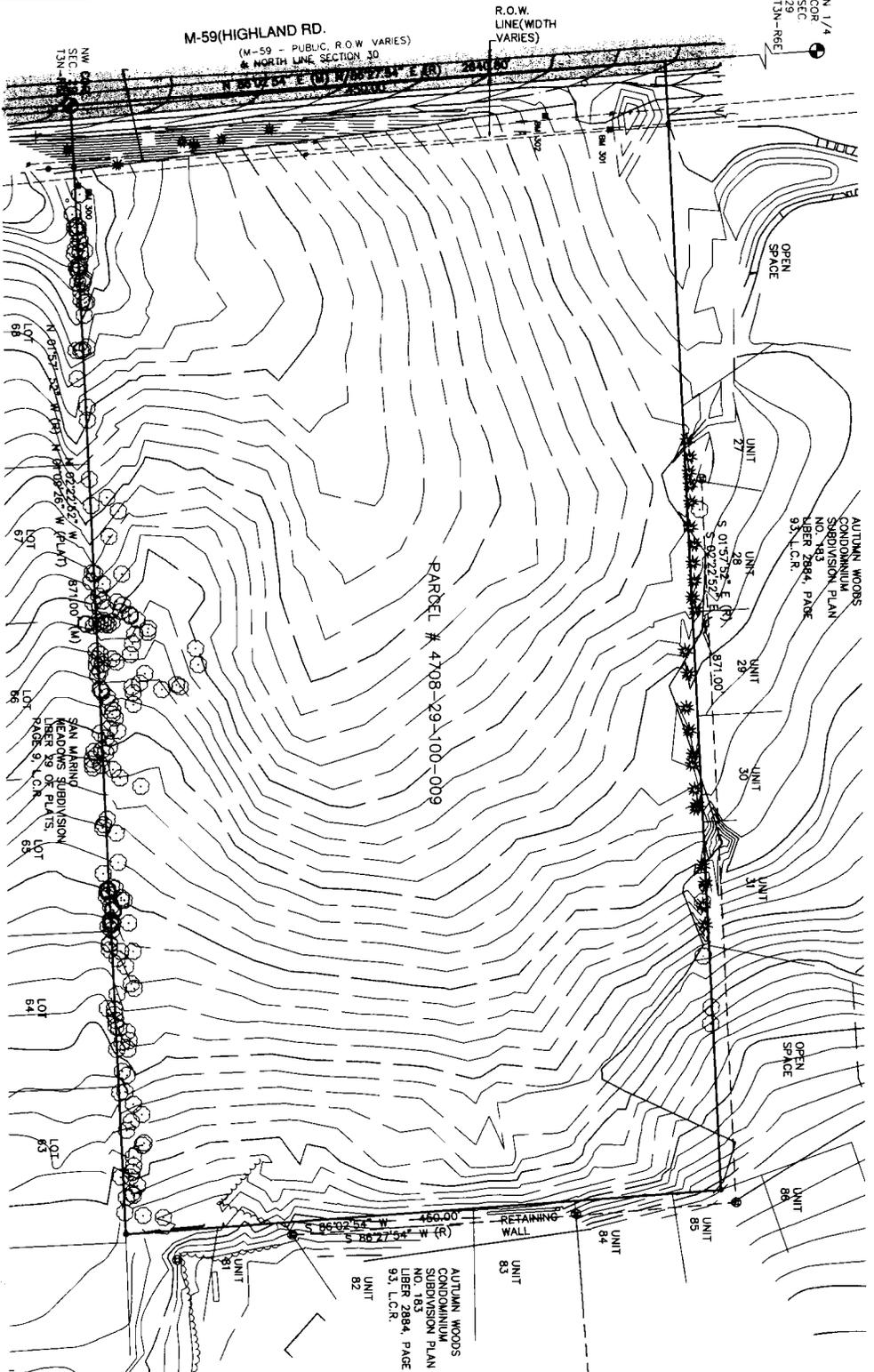


ATTENTION: COUNTY REGISTER OF DEEDS

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

PROPOSED AS OF DECEMBER 15, 2015

SURVEY PLAN



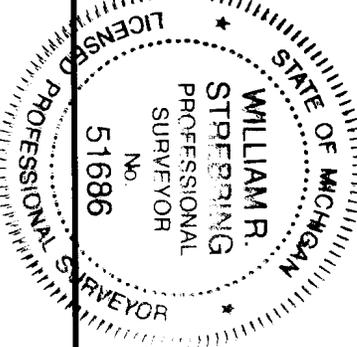
SURVEYOR'S CERTIFICATE

I, WILLIAM R. STREBBING, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 183 AS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED, THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE NOT BEEN LOCATED IN THE GROUND, BUT WILL BE PLACED WITHIN 1 YEAR OF THE RECORDING DATE AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1927, AND THE RECORDING DATE OF THIS SURVEY IS WITHIN THE LIMITS RESORVED BY THE PUBLIC ACTS OF 1927, AND THE RECORDING DATE OF ACT NUMBER 1978, REPEALED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1927.

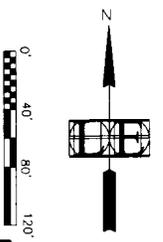
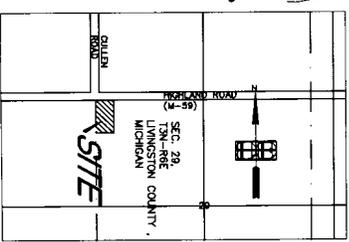
BENCHMARKS

- BENCHMARK #300 BM BRASS PLATE USGS 1083.0 ELEVATION= 1081.70
- BENCHMARK #301 BM IR SPIRE ELEVATION= 1082.50
- BENCHMARK #302 IRON ARROW ON HORIZONTAL ELEVATION= 1085.79

WILLIAM R. STREBBING, REGISTRATION NO. 51686
 LIVINGSTON ENGINEERING
 3300 S. OLD US 23
 BRIGHTON, MICHIGAN 48114



LOCATION MAP



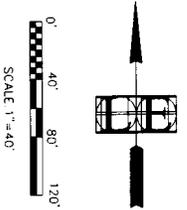
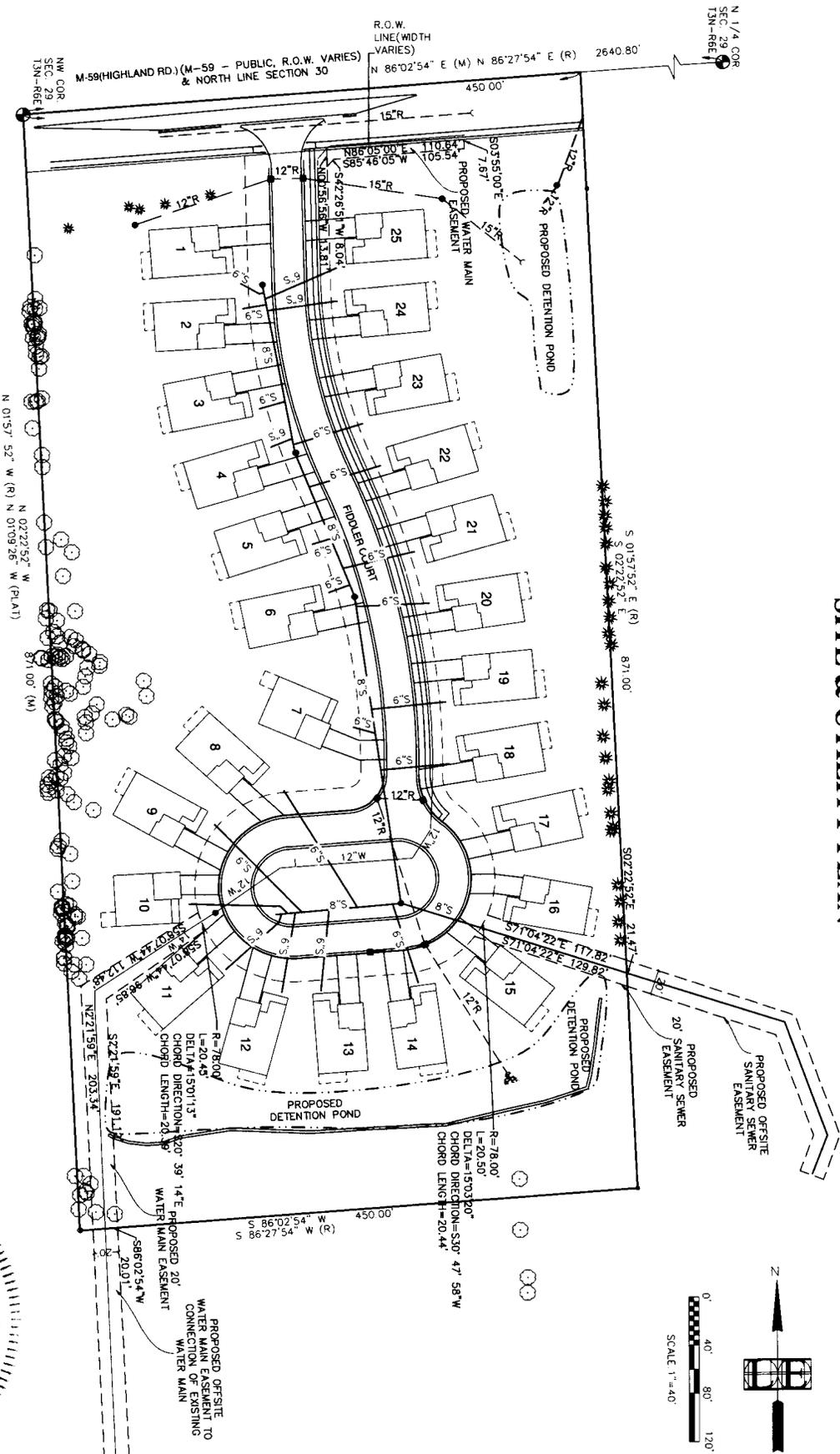
LEGEND
 FOUND MONUMENT
 FOUND IRON

LIVINGSTON ENGINEERING
 CIVIL ENGINEERING, SURVEYING, PLANNING
 3300 S. OLD US 23
 BRIGHTON, MI 48114
 PHONE: (810) 225-7100
 FAX: (810) 225-7999
 WEB: www.livingstoneng.com

Project Title	FIDDLER GROVE
Sheet Title	SURVEY PLAN
Client	CHESTNUT DEVELOPMENT
Scale	1" = 40'
Scale	Vertical
Scale	Horizontal
Drawn	ERG
Checked	DBL
Approved	WRS
Date	2015-12-15
Job no.	13181
Sheet no.	2

SITE & UTILITY PLAN

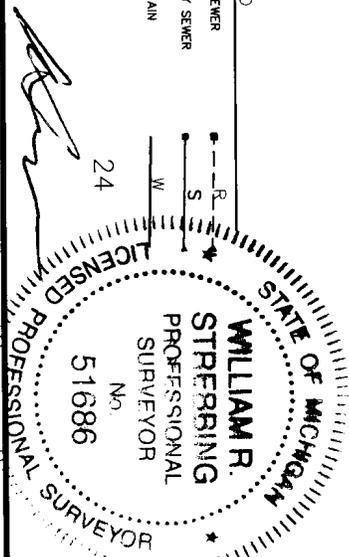
N 1/4 COR
SEC 29
T3N-66E



- NOTES:
1. WATER SUPPLY SHALL BE WITH MUNICIPAL WATER SUPPLIED BY HARTLAND TOWNSHIP
 2. SEWAGE DISPOSAL SHALL BE BY MUNICIPAL SEWER OWNED BY HARTLAND TOWNSHIP AND OPERATED BY THE LIVINGSTON COUNTY DRAIN COMMISSION
 3. CONCRETE PIPE AS INDICATED ON CONSTRUCTION PLANS
 4. ALL STORM SEWER AND DETENTION AREAS FOR THIS DEVELOPMENT WILL BE MAINTAINED BY THE FIDDLER GROVE HOMEOWNERS ASSOCIATION.
 5. GAS, CONSUMERS ENERGY
TELEPHONE: ATT
ELECTRIC: DTE ENERGY
 6. UNITS 1-25 MUST BE BUILT
 7. FIDDLER COURT SHALL BE OWNED AND MAINTAINED BY THE FIDDLER GROVE HOMEOWNERS ASSOCIATION.

LEGEND

STORM SEWER	—R—
SANITARY SEWER	—S—
WATER MAIN	—W—
UNIT NO.	24



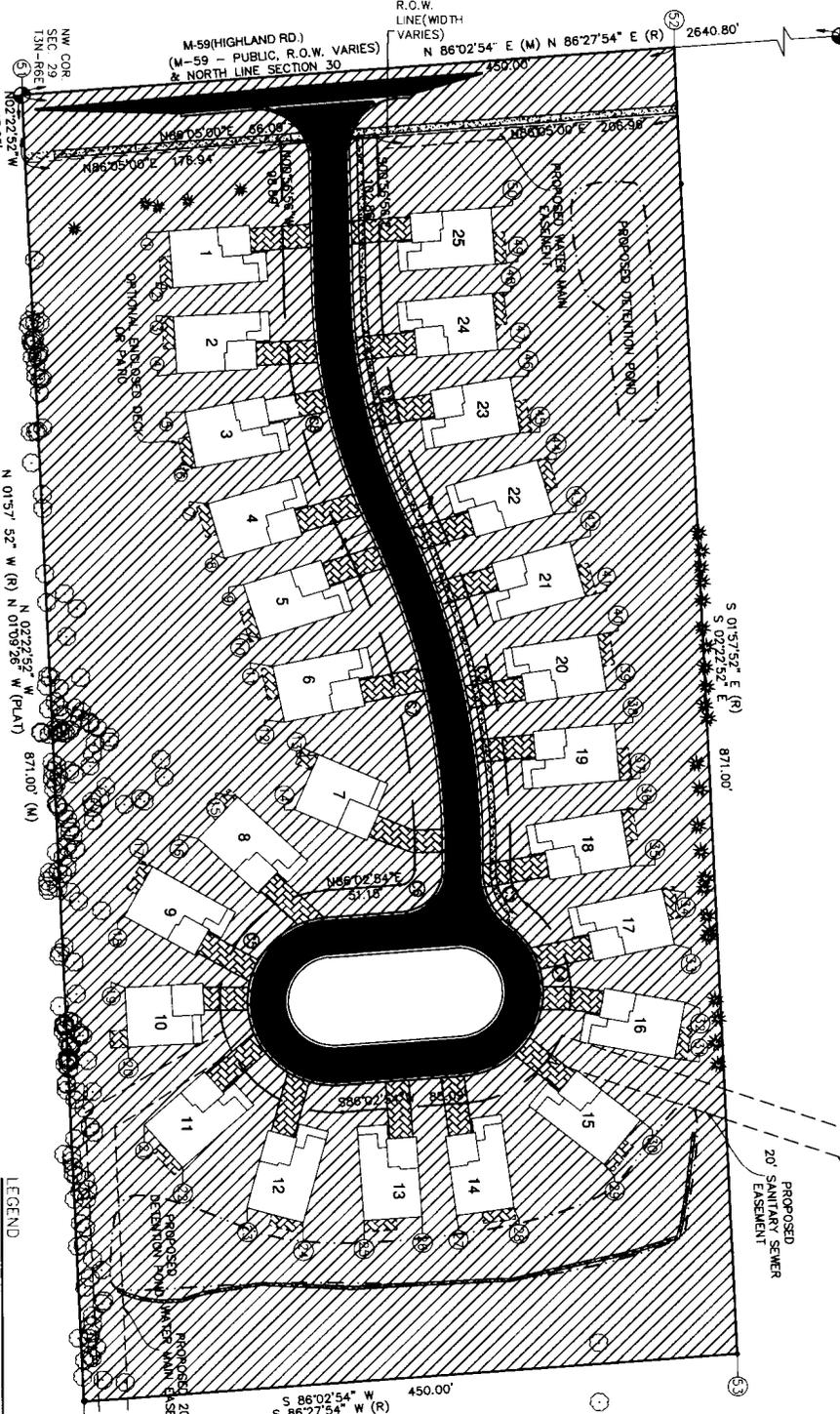
Project Title	FIDDLER GROVE
Sheet Title	SITE/UTILITY PLAN
Client	CHESTNUT DEVELOPMENT
Scale	Horizontal: 1"=40'
Vertical	1"=40'
Drawn	ERG
Checked	DBL
Approved	WRS
Date	2015-12-15
Job no.	13181
Sheet no.	3

UNIT & PERIMETER PLAN

N 1/4 COR.
SEC. 29
T3N-R6E

Unit Corners		
#	Northing	Easting
1	412974.34	13282031.22
2	412934.43	13282033.95
3	412914.24	13282034.13
4	412874.29	13282036.15
5	412847.32	13282041.61
6	412808.01	13282048.98
7	412782.90	13282057.32
8	412744.49	13282068.48
9	412726.04	13282081.52
10	412687.91	13282093.60
11	412668.54	13282101.44
12	412629.32	13282109.35
13	412606.35	13282132.61
14	412567.87	13282155.77
15	412577.17	13282076.74
16	412548.00	13282049.37
17	412528.63	13282017.61
18	412483.81	13281997.93
19	412443.90	13281998.12
20	412401.95	13282000.10

Unit Corners		
#	Northing	Easting
21	412347.37	13282011.02
22	412317.35	13282037.46
23	412288.87	13282081.88
24	412278.31	13282120.46
25	412279.32	13282161.79
26	412281.92	13282201.71
27	412282.51	13282225.48
28	412287.75	13282265.14
29	412317.62	13282326.97
30	412348.72	13282352.13
31	412391.74	13282375.60
32	412431.05	13282382.96
33	412471.84	13282387.83
34	412511.01	13282387.66
35	412526.88	13282346.29
36	412566.33	13282339.82
37	412587.02	13282339.22
38	412626.89	13282335.71
39	412649.85	13282330.55
40	412689.42	13282324.70



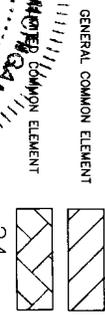
Unit Corners		
#	Northing	Easting
41	412716.25	13282316.49
42	412754.81	13282305.85
43	412773.85	13282294.99
44	412812.29	13282283.91
45	412831.23	13282272.23
46	412870.66	13282265.52
47	412889.56	13282257.25
48	412929.40	13282253.63
49	412949.75	13282255.62
50	412989.66	13282252.89
51	413070.66	13281930.51

Property Corners		
#	Northing	Easting
51	413070.66	13281930.51
52	413101.67	13282379.44
53	412183.34	13282417.63
54	412152.33	13281988.70

Curve Table						
Curve #	Radius	Length	Delta	Chord Direction	Chord Length	
C1	356.84'	158.39'	24°41'16"	S12° 19' 38"E	157.16'	
C2	597.00'	266.74'	26°02'09"	S11° 40' 42"E	264.45'	
C3	29.00'	26.96'	53°16'05"	S25° 17' 49"E	26.00'	
C4	78.00'	187.84'	137°58'36"	S17° 03' 36"W	145.63'	
C5	78.00'	245.04'	180°00'00"	N03° 57' 06"W	156.00'	
C6	11.00'	16.26'	84°40'44"	N43° 42' 32"E	14.82'	
C7	521.00'	237.02'	26°03'56"	N11° 39' 48"W	234.98'	
C8	432.84'	186.29'	24°39'33"	N12° 21' 59"W	184.65'	

NOTE: ATTACHED DECKS WILL BE LIMITED COMMON ELEMENTS TO THE UNIT IT IS ASSOCIATED WITH

LEGEND



STATE OF **MICHIGAN**

WILLIAM B. STREPPING
PROFESSIONAL SURVEYOR
NO. 51686

UNIT NO. 24

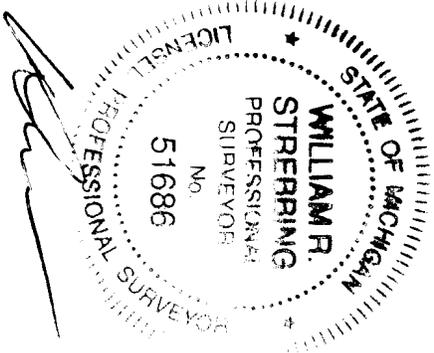
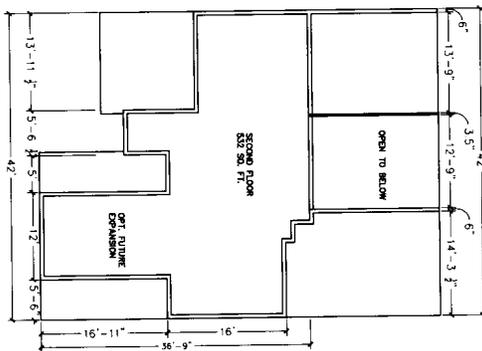
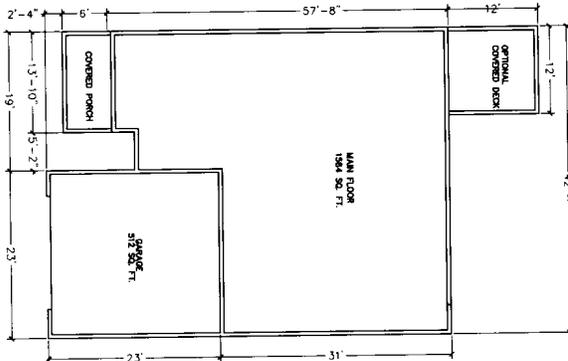
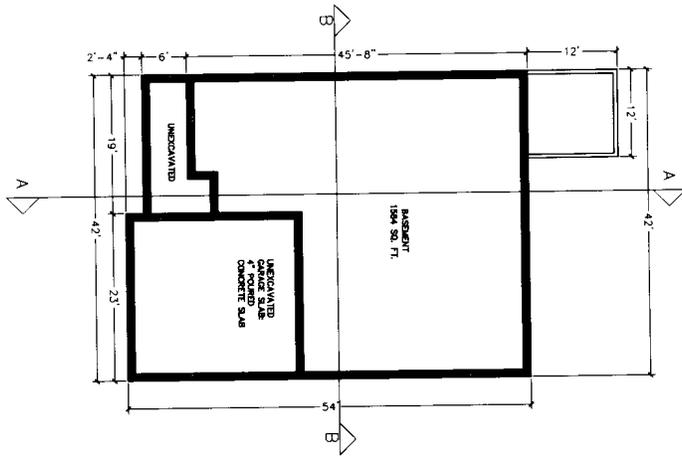
PROPOSED 20' SANITARY SEWER EASEMENT

PROPOSED OFFSITE SANITARY SEWER EASEMENT

SCALE: 1"=40'

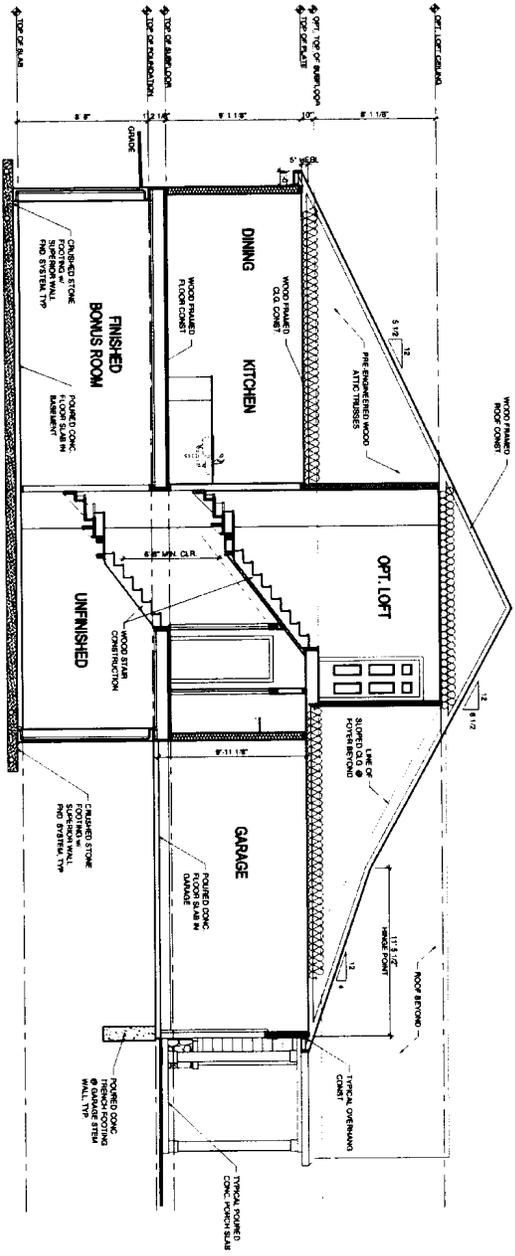
Project Title	FIDDLER GROVE	Client	CHESTNUT DEVELOPMENT	Sheet Title	UNIT AREA & PERIMETER PLAN
<p>LIVINGSTON ENGINEERING CIVIL ENGINEERING, SURVEYING, PLANNING 3300 S. OLD US 23 P.O. BOX 181700 LIVESTON, MI 48170 TEL: (810) 225-7899 FAX: (810) 225-7899 http://www.livingstoneng.com</p>					
Drawn	ERIC	Checked	DBL	Approved	WMS
Date	2015-12-10	Job no.	13181	Sheet no.	4

FOUNDATION AND FLOOR PLANS UNITS 7 & 10

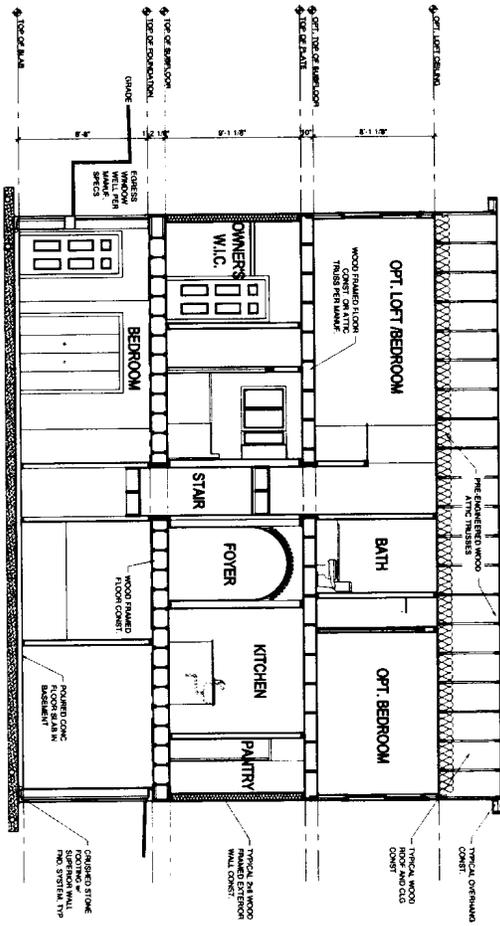


<p>Client CHESTNUT DEVELOPMENT</p>	<p>Project Title FIDDLER GROVE</p>	<p>Scale Vertical 1/8" = 1'-0" Horizontal 1/8" = 1'-0"</p>	<p>Drawn ERC</p> <p>Checked DBL</p> <p>Approved MRS</p> <p>Date 2015-12-15</p>	<p>Job no. 13181</p>	<p>Sheet no. 6</p>
<p>Client LIVINGSTON ENGINEERING CIVIL ENGINEERING SURVEYING, PLANNING 3300 S. OLD US 23 BRIGHTON, MI 48114 PHONE: (810) 225-4700 FAX: (810) 225-4700 http://www.livingstoneng.com</p>					
<p>UNIT FOUNDATION/ FLOOR PLANS</p>					

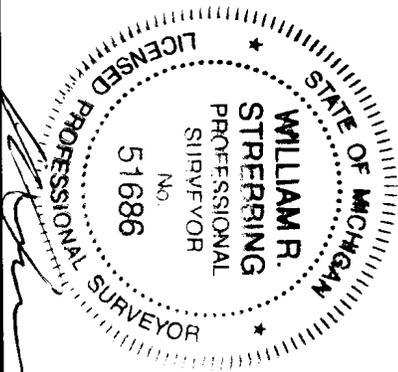
BUILDING SECTIONS UNITS 1-6, 8, 9, 11-25



SECTION A-A



SECTION B-B



LIVINGSTON ENGINEERING
 CIVIL ENGINEERING,
 SURVEYING, PLANNING
 3300 S. 600 US 23
 FARMINGTON, MI 48334
 PHONE: (810) 225-1100
 FAX: (810) 225-7699
 HTTP://www.livngstoneng.com

Project Title
FIDDLER GROVE

Sheet Title
BUILDING SECTIONS

Client
CHESTNUT DEVELOPMENT

DATE	BY	CHKD.	APP'D.
Scale	Vertical 1/4" = 1'-0"	Horizontal	
Drawn	ERG	Checked	OBL
Approved	MRS	Date	2015-12-15
Job no.	13181	Sheet no.	7

