

LIVINGSTON COUNTY TREASURER'S CERTIFICATE



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2009R-013719

RECORDED ON

05/11/2009 08:26:44AM

SALLY REYNOLDS

REGISTER OF DEEDS

LIVINGSTON COUNTY, MI 48843

RECORDING: 103.00

REMON: 4.00

PAGES: 32

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.

5-11-09 Dianne H. Hardy, Treasurer
Sec 185 Act 266 1893 as Amended
Taxes not examined Certificate # 14980

HOMESTEAD DENIALS NOT EXAMINED

MASTER DEED

HARTLAND ROVEY DRIVE FOUR CONDOMINIUM
LIVINGSTON COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 382

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THIS MASTER DEED is made and executed this 11th day of May, 2009, by RAMCO HARTLAND TRS, INC., a Michigan corporation (hereinafter referred to as "Developer"), whose address is 31500 Northwestern Highway, Suite 300, Farmington Hills, Michigan 48334.

WITNESSETH:

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

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

ARTICLE I
TITLE AND NATURE

The Condominium shall be known as Hartland Rovey Drive Four Condominium, Livingston County Condominium Subdivision Plan No. 382, and shall be used, subject to the restrictions imposed by this Master Deed and the PD for retail/wholesale sales and services, or other retail commercial purposes. Plans for any improvements now or hereafter proposed for inclusion in the Condominium have been or shall be filed in the offices of the Township. The number, boundaries, dimensions, area and volume of each Unit in the Condominium are set forth in the Plan attached as Exhibit B hereto. Each Unit has been created for retail/wholesale sales and services, or other lawful retail commercial purposes, subject to the restrictions imposed by this Master Deed and the PD. Each Unit is capable of individual use. Each Owner of a Unit in the Condominium shall have the exclusive right to the Unit owned subject to the easements as described herein and permitted hereby.

4708-21-400-043 CML

05-08-09 08:37 RCVD
05-11-09 8:25AM RCVD

ARTICLE II LEGAL DESCRIPTION

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

A parcel of land being a part of the Southeast 1/4 of the Southeast 1/4 of Section 21, T.3N., R.6E., Hartland Township, Livingston County, Michigan, being more particularly described as follows:

Commencing at the Southeast Corner of Section 21, T3N., R6E., Hartland Township, Livingston County, Michigan; thence N 02°53'39" W, 731.00 feet along the east line of Section 21; thence S 80°04'54" W 12.10 feet; thence 21.16 feet along the arc of a curve to the left, said curve having a radius of 3879.72 feet, a central angle of 00°18'45", and a chord which bears S 79°18'45" W 21.16 feet to the POINT OF BEGINNING; thence continuing 418.98 feet along the arc of a curve to the left, also being the north line of Highland Road (M-59), said curve having a radius of 3879.72 feet, a central angle of 06°11'15", and a chord which bears S 76°40'31" W 418.77 feet; thence S 76°39'15" W 400.48' along the future north line of Highland Road (M-59); thence N 02°44'28" W 370.11 feet to the south line of the Rovey Drive (width varies); thence the following seven courses and distances along the south line of said Rovey Drive: 1) N 79°47'19" E 81.11 feet; 2) 79.26 feet along the arc of a curve to the right, said curve having a radius of 117.00 feet, a central angle of 38°48'45", and a chord which bears S 80°48'19" E 77.75 feet; 3) S 61°23'57" E 75.79 feet; 4) 110.34 feet along the arc of a curve to the left, said curve having a radius of 147.00 feet, a central angle of 43°00'27", and a chord which bears S 82°54'10" E 107.77 feet; 5) N 75°35'36" E 346.76 feet; 6) 86.99 feet along the arc of a curve to the right, said curve having a radius of 502.00 feet, a central angle of 09°55'44", and a chord which bears N 80°33'28" E 86.88 feet; 7) 80.98 feet along the arc of a curve to the right, said curve having a radius of 50.00 feet, a central angle of 92°47'51", and a chord which bears S 48°04'44" E 72.42 feet to the west 33 foot right-of-way line of Clark Road (66 feet wide); thence along said east line S 02°53'39" E 185.47 feet to the POINT OF BEGINNING, containing 5.06 acres of land subject to easements, conditions, restrictions and exceptions of record or otherwise.

ARTICLE III DEFINITIONS

Certain terms used in this Master Deed and the Exhibits hereto, and in the Articles of Incorporation of the Association are defined as follows:

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

Section 2. **Administrator.** "Administrator" means the Person as designated pursuant to the Bylaws to administer, operate, manage and maintain the Condominium as required by Section 54(1) of the Act.

Section 3. **Bylaws.** "Bylaws" means Exhibit A hereto, which are the Bylaws required for the Condominium.

Section 4. **Condominium.** "Condominium" means Hartland Rovey Drive Four Condominium as a Condominium established pursuant to the provisions of the Act, and includes the land and all improvements and structures thereon, and all easements, rights and appurtenances included within the Condominium.

Section 5. **Condominium Documents.** "Condominium Documents" means this Master Deed and the Exhibits hereto.

Section 6. **Developer.** "Developer" means Ramco Hartland TRS, Inc., a Michigan corporation, its successors or assigns. All Development Rights of Developer reserved herein are assignable in writing; provided, however, that conveyances of Units by Developer, including conveyances to a "successor developer" pursuant to Section 135 of the Act, shall not serve to assign Developer's Development Rights unless the instrument of conveyance expressly so states.

Section 7. **Development Rights.** "Development Rights" means Developer's rights to develop the Condominium as distinguished from Developer's rights as an Owner of one or more Units. Development Rights include, by way of illustration but not limitation, all rights arising from the Act, the Condominium Documents or any other source to develop, expand and/or convert the Condominium, all rights to maintain model Units, offices and signs on the Condominium premises, all easements and similar rights to use the Condominium for purposes related to its development and all rights to amend the Condominium Documents.

Section 8. **Final Unit Plans.** "Final Unit Plans" means the "as built" final construction plans for the improvements constructed within each Unit as more particularly described in Article VI of this Master Deed.

Section 9. **Master Deed.** "Master Deed" means this document to which the Bylaws and the Plan are attached as Exhibits.

Section 10. **Mortgagee.** "Mortgagee" means the named mortgagee or holder of any mortgage on all or any portion of the Condominium.

Section 11. **Occupant.** "Occupant" means any Person from time to time entitled to the use and occupancy of a portion of any Unit in the Condominium under any lease, sublease, license, concession or other similar agreement.

Section 12. **Owner.** "Owner" means a Person who or which owns one or more Units in the Condominium. No Occupant of a Unit shall, solely by virtue of such occupancy, be an Owner. Occupants of the Condominium shall be Owners only to the extent that they own one or more Units in the Condominium. "Owner" shall have the same meaning as "Co-owner" under the Act.

Section 13. **PD.** "PD" means that certain Planned Development Agreement dated March 28, 2008, between Ramco Hartland LLC and the Township, as recorded in Liber 2008R, Page 11710, Livingston County Records, as may be amended from time to time.

Section 14. **Percentage of Value.** "Percentage of Value" means the Percentage of Value assigned to each Unit in this Master Deed. Percentages of Value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.

Section 15. **Permittee.** "Permittee" means all Occupants and the officers, directors, partners, members, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants and concessionaires of Occupants insofar as their activities relate to the intended use of the Condominium. Among others, Persons engaging in the following activities on the Condominium will not be considered to be Permittees:

- (a) Exhibiting any placard, sign, or notice;
- (b) Distributing any circular, handbill, placard, or booklet;
- (c) Soliciting memberships or contributions;
- (d) Parading, picketing, or demonstrating; and

(e) Failing to follow rules and regulations relating to the use of the Condominium.

Section 16. **Person.** "Person" means an individual, firm, corporation, partnership, association, limited liability company or partnership, trust, the state or an agency of the state or other legal entity, or any combination thereof.

Section 17. **Plan.** "Plan" means the Plan attached to this Master Deed as Exhibit B. The Plan assigns a number to each Unit and includes a description of the nature, location and approximate size of certain areas within the Units.

Section 18. **Township.** "Township" means the Township of Hartland, Michigan, a Michigan municipal corporation.

Section 19. **Unit.** "Unit" means the area constituting a single complete Unit designed and intended for separate ownership and use in the Condominium as such area may be described on Exhibit B hereto and all areas above and beneath the surface of such area and all structures and improvements within such area. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Owner of the Unit within which they are located.

ARTICLE IV CONDOMINIUM RESPONSIBILITIES

Section 1. **Administrator Responsibilities.** The Administrator shall administer all of the administrative functions of the Condominium, enforce the Master Deed and pay all obligations, if any, of the Condominium; provided, however, nothing herein shall obligate the Administrator to expend its own funds. Notwithstanding the foregoing, the Administrator shall not be responsible for the removal of snow from concrete and asphalt paved surfaces (including loading areas) located within the Units.

Section 2. **Owner Responsibilities.** Each Owner individually shall maintain its Unit in first class condition at all times and in compliance with all applicable governmental laws, rules, regulations, orders, ordinances, the PD, and the provisions of this Master Deed, at the expense of such Owner. At its sole expense, each Owner shall be responsible for compliance with those provisions of the PD insofar as those documents impose obligations on the owners of property subject to such documents. Each Owner shall further be responsible for the repair and replacement of all concrete and asphalt paved surfaces within its Unit. The Owners individually also shall be responsible for all decoration, maintenance, repair or replacement of all other improvements and structures within their respective Units, including landscaped areas located within Unit boundaries, and all other decoration, maintenance, repair or replacement that is not expressly assigned to the Administrator by any provision of the Condominium Documents. In general, the foregoing responsibilities of each Owner shall include, without limitation, the complete obligation to maintain all buildings, utility lines, and other structures and surfaces located within each Unit in good and sufficient repair (including the making of all necessary replacements thereto), such standard of maintenance and repair to be at least comparable to the standard of maintenance and repair to which other first-class, family-oriented retail developments of comparable size and character in the Detroit, Michigan metropolitan area are maintained and repaired. Each Owner shall also be responsible for removal of trash from the Unit and shall use the contractor selected by the Administrator for trash removal. At any time as improvements are not constructed on a Unit or the Owner elects not to restore or replace such improvements following damage or destruction, the Owner thereof shall keep the Unit in a safe, sightly and clean condition, which shall include the regular mowing of all grass and weeds, and the removal of trash and debris. Each Owner having unimproved building areas on its Unit or having a portion of the improvements on its Unit damaged as a result of a casualty or condemnation shall take such measures, at its expense, either promptly (a) to rebuild any building and improvements which are destroyed or damaged by fire or other cause on its Unit in accordance with all applicable laws, rules, regulations and ordinances and in accordance with the terms of this Master Deed, or (b) to clear, clean and raze the damaged improvements and grade and landscape or pave such area so that such area(s) shall be visually harmonious with the remainder of the Condominium. Nothing contained in the Condominium Documents shall obligate any Owner or Occupant to conduct business in any Unit.

Moreover, a Unit may not use another Unit's parking spaces in order to satisfy the required minimum parking spaces without an express written agreement with the other Unit's Owner.

Section 3. Failure of Owner or Administrator to Perform Maintenance Responsibilities.

In the event an Owner, Occupant or the Administrator fails to maintain, repair or replace any items for which it is responsible ("Defaulting Party") any Owner, the Administrator and/or the Developer during the period in which the Developer (or an affiliate of Developer) owns a Unit, shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace any such items, all at the expense of the Defaulting Party. Such right shall be conditioned upon thirty (30) days' advance written notice to the Defaulting Party, (or in the event of an emergency after such notice as is practical under the circumstances), of the intention to take such action and the Defaulting Party has not cured such failure during that thirty (30) day period. Failure of the Developer, Administrator, or any Owner to take any such action shall not be deemed a waiver of the Developer's, Administrator's or the other Owners' right to take any such action at a future time, nor shall the Developer or the Administrator or any other Owner be liable to any Owner or any other Person for failure to take any such action. The Developer, the Administrator or an Owner enforcing its rights pursuant to this Article IV, Section 3, shall have easements in furtherance of the rights accorded them hereunder as set forth in this Master Deed and no exercise of such rights shall be deemed to be a trespass or other infringement of the rights of any Owner or other Person and shall not render the Developer, the Administrator or the enforcing Owner liable to any Person whatsoever on account of such exercise. All costs incurred by the Administrator, the Developer or the enforcing Owner in performing any responsibilities under this Article IV, Section 3, which are required in the first instance to be borne by the Defaulting Party, shall be assessed against such Defaulting Party, and the cost therefor, together with interest thereon from the date of outlay at a rate equal to the lesser of: (i) six (6%) percent in excess of the prime lending rate published in *The Wall Street Journal* (or its successor); or (ii) the highest rate permitted by applicable law (the "Interest Rate"), shall be secured by a lien on the Unit and improvements thereon owned by the Defaulting Party, which lien shall be effective upon the recording of a notice thereof in the office of the Livingston County Register of Deeds. The lien shall be subordinate: (i) to any first mortgage now or hereafter affecting the subject Unit ("First Mortgage"); (ii) to the interest of any Owner who has purchased the Unit and leased it back to the preceding Owner, or its subsidiary or affiliate, on a net lease basis with the lessee assuming all obligations in the Master Deed in what is commonly referred to as a "sale leaseback" transaction ("SL Lease"); and (iii) to any purchaser at any foreclosure sale (as well as any grantee by deed in lieu of foreclosure) under any First Mortgage or assignee of SL Lease, subject only to liens thereafter accruing pursuant to the Condominium Documents. Any costs becoming assessable hereunder shall include not only the direct costs of such maintenance, repair, replacement or decoration but shall also include such reasonable indirect costs as are determined, in the discretion of the assessing party, including without limitation, reasonable legal fees, to have been incurred by it in taking such action.

Section 4. Insurance and Indemnities. Each Owner shall be required to carry the insurance described in Schedule 4.1 of the Bylaws, and each Owner shall be responsible for the indemnity obligations, and consents to the waivers and releases, as set forth in Schedule 4.1 of the Bylaws.

ARTICLE V CONSTRUCTION OF CONDOMINIUM

Section 1. General Construction Requirements. All improvements and structures within the Condominium shall be constructed in a good and workmanlike manner and in accordance with good engineering standards and the terms and conditions of the PD.

Section 2. Unit Construction Requirements.

(a) After initial construction of a building on a Unit in accordance with the Final Unit Plans, if a Unit is not owned by Developer (or an affiliate of Developer), any subsequent lighting system

on a Unit shall at least meet the minimum requirements of the PD. Furthermore, all buildings shall be constructed within the "Building Envelope" as depicted on the Plan.

(b) All construction activities performed by an Owner within the Condominium shall be performed in compliance with this Master Deed, the PD and all laws, rules, regulations, orders, and ordinances of the Township, county, state, and federal governments, or any department or agency thereof, affecting improvements constructed within the Condominium. Each Owner shall develop in a good and workmanlike manner the buildings and other improvements in the Owner's Unit. The construction activities of an Owner shall not:

- (i) cause any material increase in the cost of constructing improvements upon any other Owner's Unit;
- (ii) materially interfere with construction work being performed on any other part of the Condominium;
- (iii) materially interfere with the use, occupancy or enjoyment of any part of the remainder of the Condominium by any other Owner or its Permittees;
- (iv) cause any other Unit, Owner or improvements on any Unit to be in violation of any law, rule, regulation, order or ordinance authorized by the Township, county, state, federal governments, or any department or agency thereof; or
- (v) violate this Master Deed or the PD.

(c) Indemnification of other Unit Owners. Each Owner shall defend, indemnify and hold harmless the other Owners from all claims, actions and proceedings and costs incurred in connection therewith (including reasonable attorneys' fees and costs of suit) resulting from any accident, injury or loss or damage whatsoever occurring to any Person or to the property of any Person arising out of or resulting from the performance of any construction activities performed or authorized by such indemnifying Owner, its employees, contractors or agents.

(d) Staging and Storage Area. To the extent that such an area is available as determined by Developer, a constructing Owner may utilize as a staging and storage area in connection with construction or repair of a building on its Unit an area within the Condominium designated by the Developer upon written request from such Owner to Developer.

(e) Construction Vehicles. Access to Units for all construction vehicles shall be limited to such Unit's Highland Road (M-59) and Rovey Drive ingress and egress access and shall be subject to the PD and any and all applicable laws, ordinances, and regulations.

(f) Compliance with PD. To the extent not specifically provided for in this Master Deed, an Owner shall comply with the PD with respect to any and all construction activities on its Unit. To the extent that the terms of this Master Deed conflict with the terms of the PD, the terms of the PD shall control.

ARTICLE VI CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units and Percentage of Value. The Condominium consists of four (4) Units. Each Unit is described in this paragraph with reference to the Plan. Each Unit shall include all space located within the Unit boundaries as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan. The Percentage of Value

assigned to each Unit is set forth below and shall be determinative of the proportionate share of each respective Owner in the proceeds and expenses of the Condominium. The total Percentage of Value of the Condominium is one hundred (100%) percent. Set forth below are:

- (a) Each Unit number as it appears on the Plan.
- (b) The Percentages of Value assigned to each Unit
- (c) The land area of the Unit.

<u>Unit</u>	<u>Percentage of Value</u>	<u>Land Area</u>
1	25.3%	1.28 acres
2	33.2%	1.68 acres
3	17.4%	.88 acres
4	24.1%	1.22 acres

The method and formula used to determine Percentages of Value was to review the comparative characteristics of the Units included in the Condominium and to conclude that the relative land area of each Unit is the appropriate basis for establishing the Percentage of Value for each Unit. Accordingly, the Percentages of the Value set forth above were established by dividing the land area for each Unit by the total land area for all Units in the Condominium, and rounding off percentages and make minor adjustments to achieve a total of exactly one hundred (100%) percent.

Section 2. **Unit Plans.** The Final Unit Plans for each Unit shall substantially comply with Exhibit B attached to this Master Deed. However, the Final Unit Plans will not be established until the improvements within the Unit are constructed. Accordingly, at such time as the Final Unit Plan of each Unit is established, the Developer will record, at the Owner's expense, an amendment to the Master Deed setting forth the Final Unit Plan for each Unit in the Condominium. The Final Unit Plans shall bear a certification by the Owner's engineer or architect authorized to practice his or her profession in the State of Michigan, setting forth that such Final Unit Plan constitutes a correct representation of the improvements described. Except as otherwise expressly provided herein, such amendment shall only contain an amendment consistent with the Final Unit Plans. All interested Persons irrevocably appoint Developer, the Administrator, and their respective successors and assigns, as agent and attorney for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be made without the necessity of re-recording an entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits herein. A copy of any such amendment to the Master Deed shall be provided to the Township, Administrator and all other Owners at least ten (10) days prior to recording.

**ARTICLE VII
COVENANTS AND EASEMENT GRANTS AND RESERVATIONS**

To further implement and make feasible the ownership and sale of Units in the Condominium, the Developer and its successors and assigns, by reason of this declaration, and all future Owners of Units in the Condominium by their acquisition of title thereto, and all other Persons acquiring an interest in the Condominium and their respective grantees, successors and assigns covenant and agree as follows:

Section 1. **Surface Water Drainage.** A perpetual, blanket and non-exclusive easement appurtenant to and for the benefit of each of the Units exists and shall continue to exist for the benefit of the Developer and the Owners and their respective successors and assigns in, upon, over, across and through the Units for surface water runoff and drainage caused by natural forces and elements, grading and/or the improvements located upon the Condominium. No individual Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Condominium.

Section 2. **Developer's Reserved Easements.**

(a) That Developer reserves the right and power to grant easements over or dedicate portions of any of the Units (exclusive of any area beneath a building) for utility, street, safety and construction purposes as may be necessary for the benefit of the Condominium and which easements or dedications are consistent with the Plan and applicable law, and provided that such easements shall not unreasonably interfere with the operation of the Units for their permitted use, and all Persons acquiring any interest in the Condominium shall be deemed irrevocably to have appointed Developer and its successors as agent and attorney-in-fact to make such easements or dedications. After completion of construction of the Condominium the foregoing right and power may be exercised by the Administrator.

(b) That Developer expressly reserves unto itself, its successors and assigns, full easement rights in all Units for the purpose of initially constructing and completing the initial development of the Condominium improvements in accordance with the Plan.

Section 3. **Utility Easements.**

(a) For so long as Developer (or an affiliate of Developer) owns a Unit, Developer reserves the right to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies, provided that such easements shall not unreasonably interfere with the operation of the Units for their permitted use. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Owner, mortgagee or other person and shall be recorded in the Livingston County Records. All of the Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such grant of easement as may be required to effectuate the foregoing grant of easement or transfer of title. The beneficiary of any such easement or the grantee thereof shall be obligated to restore the subject easement area to substantially the same state which existed immediately prior to the initial use of such easement area pursuant to the easement granted. The responsibility for payment of all expenses incurred for such restoration shall be determined in accordance with the instrument granting the easement. To the extent that such expenses shall not be entirely the obligation of either the beneficiary of such easement or the grantee thereof, such expenses shall be shared by this Condominium, with the Owners being responsible for payment of a proportionate share of such expenses.

(b) The Developer also hereby reserves for the benefit of itself, its successors and assigns, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to, water, electric, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium to substantially the same state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of any utility mains referred to in this Section shall be shared by this Condominium. The Owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses.

Section 4. **Easements for Development Construction, Marketing and Operation.** For so long as Developer (or an affiliate of Developer) owns a Unit, Developer also hereby reserves for the benefit of itself, its successors and assigns, such easements as may be necessary, in Developer's sole discretion, over all Units to develop, construct, market and operate the Condominium and all improvements and structures to be constructed therein. For so long as Developer (or an affiliate of Developer) owns a Unit, Developer shall also have such other easements as may be reasonably necessary over the Units to exercise any rights with respect to maintenance, repair, decoration or replacement which it or its successors or assigns may desire in order to perform any maintenance, repair, decoration or replacement activities which it or they may elect to perform or may be required to perform in connection with developing, constructing, marketing and operating the Condominium. These easements

shall also include, without any implication of limitation, the right of Developer or its successors or assigns to obtain access during reasonable hours and upon reasonable notice for purposes of inspection of any Unit and its appurtenances to ascertain that the same have been designed, constructed and maintained in conformity with standards imposed and/or specific approvals granted by Developer or its successors and assigns and to take corrective action relative thereto. The foregoing easements under this Section 4 shall not unreasonably interfere with the operation of the Units for their permitted use.

Section 5. **Easement for Utilities.** There shall be easements to, through and over the Units (exclusive of any area beneath a building) for the continuing maintenance, repair, replacement, enlargement of all utilities.

Section 6. **Emergency Vehicle Access Easement.** There shall exist for the benefit of the Township or any emergency service agency, an easement over all roads in the Condominium for use by the Township and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Units and Owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads or driveways to the public.

Section 7. **Easements for Rovey Drive and Storm Water System.** Developer and Ramco RM Hartland SC LLC, a Delaware limited liability company ("Ramco"), have entered into an Access and Utility System Easement dated May 8, 2009 and recorded as Instrument *_____ in the Livingston County Records (the "Easement Agreement"), which Easement Agreement, among other things: (i) grants each of the Units an easement for access, egress and ingress over and across Rovey Drive, a private roadway owned by Ramco, and the right of each of the Units to have a curb cut onto Rovey Drive; and (ii) grants each of the Units an easement allowing each of the Units the right to tap into the stormwater drainage system (the "Storm System") operated by Ramco, which Storm System services the Units as well as other property owned by Ramco and others. The Easement Agreement also grants to Ramco the right to install, maintain, repair and replace portions of the Storm System within certain areas of certain of the Units. Pursuant to the terms of the Easement Agreement, in consideration of Ramco maintaining and repairing Rovey Drive and the Storm System, each Owner is required to pay to Ramco a monthly maintenance fee in the amount specifically set forth in the deed first conveying each Unit from Developer to the first Unit Owner that is not Developer. Such payments shall commence with respect to a Unit at such time as construction activities commence upon such Unit. The failure of any Unit Owner to pay such amount shall give Ramco the rights with respect to such Unit and such Owner as is set forth in the Easement Agreement.

*2009R-013580

Section 8. **Access Easement.**

(a) The parking areas, driveways and sidewalks within the Units, if any, as they exist from time to time, are subject to easements for the benefit of any other Owner or Permittee for pedestrian passage and vehicular passage, ingress and egress; provided, however, each Owner or Occupant shall cause its Permittees to park their vehicles solely within the parking areas located on such Owner's or Occupant's Unit. This grant of easement shall in no way be construed as a dedication of any streets, roads or driveways to the public.

(b) Each of the Unit Owners hereby grant to each of the other Unit Owners, for the benefit of each of the Units and their Permittees, a perpetual, nonexclusive easement for access, ingress and egress over and across that certain interior service roadway designated on the Plan as the "Perpetual Drive". Each Owner shall be required to construct that portion of the Perpetual Drive as is located upon its Unit at such time as such Owner constructs any other improvements upon its Unit, and each Owner shall be required to maintain, repair and replace such portion of the Perpetual Drive as is located upon its Unit as may be required to keep the Perpetual Drive in the condition required by Article IV, Section 2 hereof. The Perpetual Drive shall be kept free of debris and obstructions at all times in order to allow all of the Owners, and their Permittees and successors and assigns the right to have free and unobstructed access over the Perpetual Drive. The Perpetual Drive shall not connect to Highland Road (M-59) to provide ingress or egress to any Unit, unless such connection is first reviewed and approved by

the Township and all other governmental agencies having jurisdiction over such connection. No Owner or other party may alter, modify or change the Perpetual Drive in any material respect without the prior consent of (a) the Township, (b) Developer (so long as Developer, or an affiliate of Developer, owns a Unit), and (c) the unanimous consent of all the Owners.

ARTICLE VIII AMENDMENTS

This Master Deed and any Exhibits hereto may be amended in the following manner:

Section 1. **Amendments.** Subject to the limitations herein stated, amendments may be made by Developer or by the Administrator.

Section 2. **Owner Consents.** If the amendment will materially change the rights of the Owners, then such amendment requires the written consent of not less than a majority of Owners of the Units (unless a greater majority is specified in the Bylaws), including the approval of the affected Owner(s).

Section 3. **By Developer.** Notwithstanding Section 2 above, but subject to the limitation of Section 4 below, Developer reserves the right to unilaterally amend this Master Deed and any of its Exhibits for any of the following purposes without the consent of Owners:

- (a) To modify the dimensions and boundaries of Units owned by Developer;
- (b) To modify the dimensions and boundaries of Units in order to enclose building structures or improvements which were intended to be within the Unit;
- (c) To amend the Bylaws, subject to any restrictions on amendments stated therein;
- (d) To correct arithmetic errors, typographical errors, survey errors, or any other errors in the Master Deed, Plan or Bylaws;
- (e) To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Unit;
- (f) To subdivide Units and adjust Percentages of Value in connection therewith as required by the Master Deed so long as access to any Unit is not impeded;
- (g) To make, define or limit easements affecting the Condominium;
- (h) To record a Final Unit Plan showing buildings within the Condominium, if it is deemed desirable to do so;
- (i) To change Percentages of Values, if necessary, in order to conform to the method and formula for determining Percentages of Value as stated in Article VI above; and
- (j) To make any other amendments expressly permitted by this Master Deed or the Bylaws.

If the Developer (or an affiliate of developer) is no longer an Owner of a Unit, the Administrator may exercise such right. The foregoing provisions do not impose upon Developer or Administrator any obligation to make such amendments.

Section 4. **Limitations on Amendments.** Notwithstanding any other provision of this Article VIII to the contrary, the method and formula used to determine the Percentages of Value of Units in the Condominium, as described in Article VI, may not be modified without the consent of each affected Owner and Mortgagee. An Owner's Unit dimensions may not be modified without the Owner's consent and the consent of any Mortgagee of the Unit. The Administrator may make no amendment at any time which materially changes the rights of Developer without the written consent of Developer. Neither the Administrator nor the Developer may make any amendment at any time which materially diminishes the rights of any Owner or which materially increases the obligations of any Owner without the Owner's prior written consent.

**ARTICLE IX
SUBDIVISION, CONSOLIDATION
AND OTHER MODIFICATIONS OF UNITS**

Notwithstanding any other provisions of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article, provided that said subdivision, consolidation, or modification is first reviewed and approved by the Township and the same is consistent with the PD. Any such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. **Developer's Reserved Rights.** Developer reserves the sole right, subject to the Township's authority, so long as Developer (or an affiliate of Developer) owns all or part of at least one (1) Unit in the Condominium and without the consent of any other Owner or any Mortgagee of any Unit to take the following action:

(a) Subdivide or resubdivide any Units which it owns and in connection therewith to construct and install utility connections and any other improvements reasonably necessary to effect the subdivision. Any such construction shall not disturb any utility connection serving Units (other than temporarily).

(b) Consolidate under single ownership two or more Units and in connection therewith to modify utility connections and any other improvements reasonably necessary to effect the consolidation. Any such construction shall not disturb any utility connections serving Units (other than temporarily).

(c) Relocate the boundaries between adjoining Units owned by the Developer.

(d) Amend, modify or terminate the PD, provided the Township approves an amendment, modification or termination of the PD.

Section 2. **Amendment of Master Deed.** Such subdivision, resubdivision or consolidation of Units or the relocation of Unit boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by Developer, its successors or assigns. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the Percentage of Value as set forth in Article VI hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Units, if appropriate, in order to preserve a total Percentage of Value of 100% for the entire Condominium resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in Percentage of Value shall reflect a continuing reasonable relationship among Percentages of Value based upon the original method of determining Percentages of Value for the Condominium.

Section 3. **Consent of Owners and Mortgagees.** All of the Owners and Mortgagees and other Persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of Percentages of Value of Units which are necessary in conjunction with such amendment or amendments. All such interested Persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits hereto.

ARTICLE X TRANSFER OF DEVELOPMENT RIGHTS

Developer's Development Rights may be conveyed or assigned by Developer, all or in part, in a written, recorded instrument signed by Developer and the transferee which expressly transfers such rights.

ARTICLE XI RECONSTRUCTION OR REPAIR

Section 1. **Responsibility for Reconstruction or Repair.**

If any part of a Unit (or any improvements or structures therein) shall be damaged, the Owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any Mortgagee or other Person having an interest in such property and subject to the other provisions of this Master Deed, and such Owner shall be responsible for any reconstruction or repair that it elects to make. If any of the buildings are damaged by fire or other casualty (whether insured or not), the Owner upon whose Unit such building is located shall, subject to governmental regulations and/or reasonable insurance adjustment delays, promptly remove the debris resulting from such event and provide a sightly barrier, and within a reasonable time thereafter shall perform one of the following alternatives:

- (a) such Owner shall repair or restore the building so damaged to a complete structure, such repair or restoration to be performed in accordance with all applicable provisions of the Condominium Documents and in accordance with the PD; or
- (b) such Owner shall erect another building and/or structure in such location, such construction to be performed in accordance with all applicable provisions of the Condominium Documents and in accordance with the PD; or
- (c) such Owner shall clear, clean and raze the damaged improvements and grade and landscape or pave such area so that such area(s) shall be visually harmonious with the remainder of the Condominium, provided that such grading, landscaping or paving is first reviewed and approved by Hartland Township.

Within one hundred twenty (120) days from the date of the casualty, such Owner shall give notice to the other Owners and the Administrator of which alternative it elects.

Section 2. **Repair in Accordance with Master Deed.**

Any such reconstruction or repair shall be substantially in accordance with the Master Deed and plans and specifications approved by the Township as may be required by law.

Section 3. **Administrator Responsibility for Repair.**

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

Section 4. **Timely Reconstruction and Repair.**

If damage to a Unit adversely affects the appearance of the Condominium, the Administrator or Owner responsible for the reconstruction, repair, and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within six (6) months after the date of the occurrence which caused damage to the property unless additional time is necessary and the Administrator or Owner has commenced replacement of the same within such six (6) month period and diligently pursues the completion of the same as soon as reasonably possible.

Section 5. **Eminent Domain.**

Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) **Taking of Unit.** In the event of any taking by eminent domain, of all or any portion of a Unit the award for such taking shall be paid to the Owner of such Unit and the Mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If an Owner's entire Unit is taken by eminent domain, such Owner and its Mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Condominium.

(b) **Continuation of Condominium After Taking.** In the event the Condominium continues after a taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then the Article VI of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the Percentages of Value of the remaining Units based upon the continuing value of the Condominium of 100% to the extent necessary given the basis used to establish the Percentages of Value in the Master Deed. Such amendment may be effected by the Administrator only after the specific approval thereof by the other Owners, which approval shall not be unreasonably withheld, conditioned or delayed.

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

Section 6. **Priority of Mortgagee Interests.**

Nothing contained in the Condominium Documents shall be construed to give an Owner, or any other Person, priority over any rights of first Mortgagees of Units pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Units.

**ARTICLE XII
HARTLAND TOWNSHIP**

The Condominium is located in the Township and is proposed for development pursuant to the Township's Zoning Ordinance and/or other applicable Township ordinances. The Condominium is further regulated by the PD. In the event there is any conflict between any provisions of Condominium Documents, the terms and conditions of the PD shall control. Nothing in these Condominium Documents, shall be construed to affect, modify, preempt, exempt, alter, vary or in any other way limit the Township's authority to regulate the Condominium.

[Signatures appear on following page]

EXHIBIT A
BYLAWS
HARTLAND ROVEY DRIVE FOUR CONDOMINIUM

ARTICLE I
ADMINISTRATOR

Section 1. **Administration.** Hartland Rovey Drive Four Condominium, a Condominium located in the Township, shall be administered by the Administrator. So long as title to all of the Units on which buildings have been constructed is held in the name of the same entity, the procedural provisions of these Bylaws shall be substantially inoperative since there will be no day-to-day operations of an Administrator. The Administrator shall act as the Person designated under Section 54(1) of the Act to administer the affairs of the Condominium. The Administrator, in connection with undertaking its obligations as set forth herein, may engage a management agent, the fee for which shall also be considered an administrative expense of the Condominium. The Administrator may, without any further consent required, engage an affiliate or partner of Administrator to perform the Administrator's responsibilities under the Master Deed and these Bylaws.

Section 2. **Initial Administrator.** The initial Administrator shall be the Developer.

Section 3. **Subsequent Administrator.** Subject to the next sentence, a Person selected as the Administrator shall serve in such capacity until such Person resigns by written notice to the Owners. Such resignation shall not be conditioned on the Owners' acceptance. Notwithstanding the foregoing, the Owners, by a two-thirds (2/3) majority vote of all Owners based on Percentage of Value, and not a simple majority of the Owners, may remove the Administrator and elect a new Administrator if, in the judgment of the Owners, such removal is in the best interest of the Condominium. If an Administrator is removed, resigns, or is no longer capable of serving as the Administrator, the Owners shall appoint a new Administrator by a two-thirds (2/3) majority vote of all Owners based on Percentage of Value, and not a simple majority of the Owners, within thirty (30) days of the vacation of such position. If the Owners fail to agree on a new Administrator within such thirty (30) day period, then any Owner may so advise "Ramco" (as defined in the Master Deed for the Condominium) (or such other party as is designated by Ramco) and Ramco (or such designated party) shall designate a person to act as Administrator, such person to serve in such role until the Owners designate a new party to act as Administrator under the terms of this Section 3.

ARTICLE II
ASSESSMENTS

All expenses arising from the management, administration and operation of the Condominium in pursuance of the Condominium Documents and the Act shall be levied against the Units and the Owners thereof in accordance with the following provisions:

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

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

(a) **Regular Assessments.** The Administrator from time to time shall determine and give notice to the Owners of the regular assessment level based on recent past experience for all costs of operation and management of the Condominium, and the Administrator shall give prompt notice to the Owners as to both the amounts and due dates of the assessments.

(b) **Annual Budget.** The Administrator may establish an annual budget in advance for each fiscal year projecting all expenses for the forthcoming year which may be required for the proper operation of the Condominium, including a reasonable allowance for contingencies and reserves. In the event of adoption of an annual budget by the Administrator, a copy of the budget shall be delivered to the Owners and the assessment for said year shall be established based upon said budget although the failure to deliver a copy of the budget to the Owners shall not affect or in any way diminish the liability of any Owner for any existing or future assessments. Should the Administrator at anytime reasonably determine that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, the Administrator shall have the immediate authority to reasonably increase the general assessment or to levy such additional assessment or assessments as it shall deem to be reasonably necessary. The authority to levy assessments pursuant to this subsection shall rest solely with the Administrator for the benefit of the Owners and shall not be enforceable by any creditors of the Owners.

Section 3. **Payment of Assessments.** Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Owners in such installments as the Administrator may reasonably determine, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means.

Section 4. **Penalty for Default.** The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Administrator in full on or before the due date for such payment. Each installment in default for ten (10) or more days may bear interest from the initial due date thereof at the Interest Rate (as defined in Article IV, Section 3 of the Master Deed) until each installment is paid in full. Each Owner (whether one or more entities) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to its Unit which may be levied while such Owner is the owner thereof. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 5. **Waiver of Use or Abandonment of Unit.** No Owner may exempt itself from liability for its contribution toward the expenses of administration by the vacation or abandonment of its Unit.

Section 6. **Enforcement.**

(a) **Remedies.** In addition to any other remedies available to the Administrator, the Administrator may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any of the Owners in the payment of any installment of the assessment levied against its Unit, the Administrator shall have the right to declare all unpaid installments of the assessment immediately due and payable. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Owner thereof or any Person claiming under it. All of these remedies shall be cumulative and not alternative.

(b) **Foreclosure Proceedings.** Subject to the rights and interest (if any) of a Mortgagee(s), each Owner, and every other Person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Administrator 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. Further, each Owner and every other Person who from time to time has any interest in the Condominium shall be deemed to have authorized and empowered the Administrator to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Owner of a Unit in the Condominium acknowledges that at the time of acquiring title to such Unit, it was notified of the provisions of this subsection and that it voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Administrator to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(c) **Notice of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Owner(s) at its or their last known address, of a written notice that one (1) or more installments of the assessment levied against the pertinent Unit is or are delinquent and that the Administrator may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Administrator that sets forth: (i) the affiant's capacity to make the affidavit; (ii) the statutory and other authority for the lien; (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments); (iv) the amount of any interest accrued to the date of such affidavit and the amount of outstanding costs and attorneys' fees as of such date; (v) the legal description of the subject Unit(s); and (vi) the name(s) of the Owner(s) of record. Such affidavit shall be recorded in the office of the Livingston County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid.

If the delinquency is not cured within the ten (10) day period, the Administrator may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Administrator elects to foreclose the lien by advertisement, the Administrator shall so notify the delinquent Owner.

(d) **Expenses of Collection.** The expenses incurred in collecting unpaid assessments, including interest at the Interest Rate, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Administrator to protect its lien, shall be chargeable to the Owner in default and shall be secured by the lien on its Unit.

(e) **First Mortgagee's Right to Cure.** The holder of a first mortgage lien on a Unit shall be provided with written notice of the Administrator's intent to proceed with either a judicial foreclosure action or a suit at law as reserved in this Section 6 and with a thirty (30) day opportunity to cure prior to the commencement of any such legal action.

Section 7. **Liability of Mortgagee.** Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage lien on any Unit in the Condominium which acquires title to a Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder acquires title to a Unit.

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

Section 9. **Reserved.**

Section 10. **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 11. **Priority of First Mortgage, Lien for Taxes.** Under the Act, unpaid assessments constitute a lien upon the Unit prior to all claims, except real property taxes and first mortgages of record.

Section 12. **Statement as to Unpaid Assessments.** An Owner may request a statement of the Administrator as to the amount of any unpaid assessments thereon, whether regular or special. Upon written request to the Administrator, the Administrator shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding for the period stated therein. Upon the payment of that sum within the period stated, the Administrator's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser or Owner to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act.

**ARTICLE III
RESERVED**

**ARTICLE IV
INSURANCE**

Section 1. **Responsibilities of Owners.** Each Owner shall procure and maintain insurance on its Unit in accordance with Schedule 4.1 attached hereto.

**ARTICLE V
INTENTIONALLY DELETED**

**ARTICLE VI
RESTRICTIONS**

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

Section 1. **Permitted Uses.** Units shall be used only for the purposes set forth in Article I of the Master Deed and the PD, as the same may be amended or modified by Developer under Article IX, Section 1(d) of the Master Deed.

Section 2. **Leasing and Rental.** An Owner (including the Developer) may lease its Unit and improvements within a Unit or portions thereof for the purposes set forth in Section 1 of this Article VI without notice to or consent from any Owner or other Person interested in the Condominium or the Administrator except as otherwise provided in any mortgage on any Unit. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. All Owners, including the Developer, waive their right to receive from any Owner notice of its intent to lease its Unit and a copy of the proposed lease form, as provided in Section 112 of the Act.

Section 3. **Activities.** Each Owner shall be accountable to the other Owners for the conduct and behavior of its guests, tenants, employees, patrons, contractors, customers, or invitees transacting business in or visiting its Unit; and any damage to the Unit or personal property of another Owner, caused by such guests, tenants, employees, patrons or invitees, shall be repaired at the sole expense of the Owner with whom said guests, tenants, employees, patrons, or invitees are transacting business or visiting. Owners, their tenants, employees, guests, invitees and patrons shall not in any way obstruct use of the Perpetual Drive.

Section 4. **Aesthetics.** Any portion of a Unit which is not enclosed by improvements, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind. Trash

receptacles shall be maintained in enclosed structures at all times and shall not be permitted to remain elsewhere on the Unit except for such short periods of time as may be reasonably necessary to permit periodic collection of trash, and each Owner shall use the contractor selected by the Administrator for trash removal. In general, no activity shall be carried on nor condition maintained by an Owner, either in its Unit or upon the Condominium, which spoils the appearance of the Condominium. Notwithstanding the foregoing, subject to compliance with the PD, applicable laws, statutes, ordinances and governmental rules and regulations, areas outside of a building located on a Unit may be used for tables and chairs in connection with the operation of a restaurant so long as pedestrian traffic is not materially impeded.

Section 5. **Uses of Certain Unit Areas.** Sidewalks, yards, landscaped areas, driveways, roads, parking areas and entrances shall not be obstructed nor shall they be used for purposes other than those for which they are reasonably and obviously intended.

Section 6. **Owner and Condominium Maintenance Responsibilities.** Each Owner shall maintain its Unit, all improvements therein for which it has maintenance responsibility in accordance with standards observed in first-class, family-oriented retail developments like the Condominium and generally in a safe, clean, tasteful, neat and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Condominium including, but not limited to, the telecommunications, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit or which are appurtenant to or which may affect any other Unit. Any costs or damages to the Administrator may be assessed to and collected from the responsible Owner in the manner provided in Article II hereof.

Section 7. **Reserved Rights of Developer.**

(a) **Developer's Rights.** None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer in furtherance of its powers and purposes set forth herein. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a construction office, storage areas, construction equipment and vehicles, construction trailers and reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable development, construction and sale of the Condominium by Developer; provided that the foregoing actions and access by Developer shall not unreasonably interfere with an Owner's permitted construction on its Unit or with the operation of its Unit for its permitted use. Notwithstanding the foregoing, no construction trailers shall be permitted to remain on the Condominium, by the Owner of any Unit in the Condominium, after the certificate of occupancy for the building being constructed on that Unit has been issued by the Township or other governmental agency having jurisdiction.

(b) **Enforcement of Bylaws.** The Condominium shall at all times be maintained in a manner consistent with the highest standards of a first-class, family-oriented retail development of comparable size and character in the Detroit, Michigan metropolitan area for the benefit of the Owners and all Persons interested in the Condominium. If at any time the Administrator fails or refuses to carry out its obligation to administer, then Developer, or any entity to which it may assign its right, at its option, may elect to administrate the Condominium and to charge the cost thereof to the Administrator as an expense of administration. The Developer shall have the right to enforce these Bylaws so long as it owns a Unit in the Condominium, which right of enforcement shall include (without limitation) an action to restrain any Owner from any activity prohibited by these Bylaws.

Section 8. **Restrictions on Obstructions.**

(a) No obstruction to the free flow of traffic and use of the parking and delivery facilities shall be permitted.

(b) Construction, renovation or repairs or other activity affecting the exterior of the buildings in the Condominium shall be conducted in a manner so as to limit, to the maximum extent practicable, any interference with the operation of the remainder of the Condominium.

ARTICLE VII MORTGAGES

Section 1. **Notice to Administrator.** Any Owner who mortgages its Unit shall notify the Administrator of the name and address of the Mortgagee, and the Administrator shall maintain such information in a book entitled "Mortgages of Units". If requested, the Administrator shall report any unpaid assessments due from the Owner of such Unit and provide copies to such mortgagee of any notice to an Owner regarding foreclosure.

Section 2. **Notification of Meetings.** Upon request submitted to the Administrator, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the Owners and to designate a representative to attend such meeting.

ARTICLE VIII FINANCE

Section 1. **Records.** The Administrator shall keep books of account showing all expenditures and receipts of administration which shall specify the expenses incurred by or on behalf of the Administrator and the Owners. Such accounts and all other Condominium records shall be open for inspection by the Owners and their Mortgagees during reasonable working hours. The Administrator shall prepare and distribute to the other Owners at least once a year a financial statement, the contents of which shall be defined by the Administrator. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual financial statement within one hundred twenty (120) days following the end of the fiscal year for operating the Condominium upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 2. **Fiscal Year.** The fiscal year of the Condominium shall be an annual period commencing on January 1st of each year. The commencement date of the fiscal year shall be subject to change by the Administrator for accounting reasons or other good cause.

Section 3. **Bank.** Funds of the Owners for the Condominium, may be deposited in such bank or savings association as may be designated by the Administrator. Any excess funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE IX INDEMNIFICATION OF ADMINISTRATOR

The Administrator shall be indemnified, defended and held harmless by the Owners against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon it in connection with any proceeding to which it may be a party or in which it may become involved by reason of its being or having been an Administrator, whether or not it is an Administrator at the time such expenses are incurred, and the Administrator's conduct in the performance of its duties does not amount to gross negligence or willful or wanton misconduct. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which the Administrator may be entitled. The Administrator is authorized to carry liability insurance covering acts of the Administrator in such amounts as it shall deem appropriate.

ARTICLE X AMENDMENTS

Section 1. **Agreement of Owners.** Amendment to these Bylaws may be made only by the written agreement of all Owners.

Section 2. **Mortgagee Consent.** The consent of any Mortgagee to any amendment of these Bylaws shall be required only if the interest of any such Mortgagee would be adversely affected in any material way by such amendment.

Section 3. **When Effective.** Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Livingston County Register of Deeds.

ARTICLE XI COMPLIANCE

The Administrator and all present or future Owners, Occupants, or any other Persons acquiring an interest in or using the facilities of the Condominium 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 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 unless otherwise expressly provided to the contrary in the Condominium Documents.

ARTICLE XII DEFINITIONS

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

ARTICLE XIII REMEDIES FOR DEFAULT

Any default by an Owner shall entitle the other Owners to the following relief:

Section 1. **Legal Action.** Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the aggrieved Owner.

Section 2. **Recovery of Costs.** In any proceeding arising because of an alleged default by any Owner, any other Owner, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court.

Section 3. **Removal and Abatement.** The violation of any of the provisions of the Condominium Documents shall also give the other Owners the right, in addition to the rights set forth above, to enter onto any Unit, where reasonably necessary, and summarily repair, remove and abate, at the expense of the Owner in violation, any improvements, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Owner exercising such right shall have no liability to any Owner arising out of the exercise of its repair, removal and abatement power authorized herein.

Section 4. **Non-waiver of Right.** The failure of any 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 that Owner to enforce such right, provision, covenant or condition in the future.

Section 5. **Cumulative Rights, Remedies and Privileges.** All rights, remedies and privileges granted to any Owner or Owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 6. **Enforcement of Provisions of Condominium Documents.** An Owner may maintain an action against any other Owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XIV SEVERABILITY

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

**SCHEDULE 4.1
INSURANCE REQUIREMENTS**

Section 1. Insurance Required.

(a) Each Owner (as to its Unit only) shall maintain or cause to be maintained in full force and effect at least the minimum insurance coverages in Constant Dollars set forth below:

(i) Commercial General Liability Insurance with a combined single limit of liability of Five Million Dollars (\$5,000,000.00) in Constant Dollars for bodily injury, personal injury and property damage, arising out of any one occurrence.

(ii) Workers' compensation and employer's liability insurance:

(A) Workers' compensation insurance as required by any applicable law or regulation.

(B) Employer's liability insurance in the amount of \$1,000,000 each accident for bodily injury, \$1,000,000 policy limit for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease.

(iii) Automobile Liability Insurance: Automobile liability insurance including coverage for owned, hired, and non-owned automobiles. The limits of liability shall not be less than \$1,000,000 combined single limit each accident for bodily injury and property damage combined.

Each Owner agrees to defend, protect, indemnify and hold harmless each other Owner from and against all claims or demands, including any action or proceedings brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, including reasonable attorney's fees and cost of suit, arising out of or resulting from the injury to or death, or damage to the property located on the Unit owned by each indemnifying Owner; provided however, the foregoing obligation shall not apply to claims caused by the negligence or willful act or omission of such other Owner, its licensees, concessionaires, agents, servants, or employees, or the agents, servants, or employees of any licensee or concessionaire thereof.

(b) Prior to commencing any construction activities within the Condominium, each Owner shall obtain or require any contractor to obtain and thereafter maintain so long as such construction activity is occurring, at least the minimum insurance coverages in Constant Dollars set forth below:

(i) Workers' compensation and employer's liability insurance:

(A) Workers' compensation insurance as required by any applicable law or regulation.

(B) Employer's liability insurance in the amount of \$1,000,000 each accident for bodily injury, \$1,000,000 policy limit for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease.

(ii) General liability insurance: Commercial General Liability insurance covering all operations by or on behalf of the contractor, which shall include the following minimum limits of liability and coverages:

(A) Required coverages:

- (1) Premises and Operations,
 - (2) Products and Completed Operations;
 - (3) Contractual Liability, insuring the indemnity obligations assumed by Contractor under the Contract Documents,
 - (4) Broad Form Property Damage (including Completed Operations),
 - (5) Explosion, Collapse and Underground Hazards, and
 - (6) Personal Injury Liability.
- (B) Minimum limits of liability:
- (1) \$1,000,000 each occurrence (for bodily injury and property damage)
 - (2) \$1,000,000 for Personal Injury Liability,
 - (3) \$2,000,000 aggregate for Products and Completed Operations (which shall be maintained for a three (3) year period following final completion of the Work),
 - (4) \$2,000,000 general aggregate applying separately to the Condominium.

(iii) Automobile Liability Insurance: Automobile liability insurance including coverage for owned, hired, and non-owned automobiles. The limits of liability shall not be less than \$1,000,000 combined single limit each accident for bodily injury and property damage combined. The contractor shall require each of his subcontractors to include in their liability insurance policies coverage for Automobile Contractual Liability.

(iv) Umbrella/Excess Liability Insurance: The contractor shall also carry umbrella/excess liability insurance in the amount of \$3,000,000. If there is no per project aggregate under the Commercial General Liability policy, the limit shall be \$3,000,000.

If the construction activity involves the use of another Owner's Unit, then the owner of such Unit shall be an additional insured and such insurance shall provide that the same shall not be canceled, or reduced in amount or coverage below the requirements of these Bylaws, nor shall it be allowed to expire, without at least thirty (30) days prior written notice to each insured. If such insurance is canceled or expires then the constructing Owner shall immediately stop all work on or use of the other Owner's Unit until either the required insurance is reinstated or replacement insurance obtained.

(c) Effective upon the commencement of construction of any building on its Unit and so long as such building exists, an Owner shall carry, or cause to be carried, property insurance with "all-risk" coverage (Special Form Coverage), in the amount of 100% of full replacement cost thereof (excluding footings, foundations or excavations).

(d) Each Owner (the "Releasing Owner") hereby releases and waives for itself, and each Person claiming by, through or under it, each other Owner (the "Released Owner") from any liability for any loss or damage to all property of such Releasing Owner located upon any portion of the Condominium, which loss or damage is of the type covered by the insurance required to be maintained under this Section, irrespective either of any negligence on the part of the Released Owner which may

have contributed to or caused such loss, or of the amount of such insurance required or actually carried, including any deductible or self insurance reserve. Releasing Owner agrees to use its reasonable efforts to obtain, if needed, appropriate endorsements to its policies of insurance, and to the policies of insurance carried by any Occupants of its Unit, with respect to the foregoing release; provided, however, that failure to obtain such endorsements shall not affect the release hereinabove given.

(e) Each Owner agrees to defend, protect, indemnify and hold harmless each other Owner from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses, and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit, which loss or damage would have been covered by the insurance required to be maintained under this Section, irrespective of any negligence on the part of any other Owner which may have contributed to or caused such loss.

(f) All insurance required by this Section shall be written on an occurrence basis and procured from companies rated by Best's Insurance Reports not less than B+/X which are authorized to do business in the state where the Condominium is located. All insurance may be provided under (i) an individual policy covering this location, (ii) a blanket policy or policies which includes other liabilities, properties and locations of such Owner, Occupant of a Unit or a parent company of an Occupant and who is providing the insurance coverages required to be provided pursuant hereto on behalf of an Occupant ("Insuring Person") providing such insurance; provided, however, that if such blanket commercial general liability insurance policy or policies contain a general policy aggregate of less than \$20,000,000 in Constant Dollars, then such insuring Owner, Occupant or Insuring Person shall also maintain excess liability coverage necessary to establish a total liability insurance limit of \$20,000,000 in Constant Dollars, (iii) a plan of self-insurance, provided that, upon request, any Occupant, Owner or Insuring Person so self-insuring notifies the Administrator of its intent to self-insure and agrees that upon request it shall deliver to the Administrator and to each Owner who requests such information each calendar year a copy of its annual report that is audited by an independent certified public accountant which discloses that such Occupant, Owner or Insuring Person has \$250,000,000 in Constant Dollars of net worth, or (iv) a combination of any of the foregoing insurance programs. In the event that an Occupant, Owner or Insuring Person elects to self-insure all or any part of any risk that would be insured under the policies and limits described above, such self insurance shall be conditioned upon its written agreement that if an event occurs where insurance proceeds would have been available but for the election to self-insure, such Occupant, Owner or Insuring Person shall make funds available to the same extent that they would have been available had such insurance policy been carried and in the event that such Occupant, Owner or Insuring Person's net worth drops below the levels required in this Section, such Occupant, Owner or Insuring Person shall no longer be entitled to self-insure and shall immediately effectuate the insurance coverages required to be maintained pursuant hereto. To the extent any deductible is permitted or allowed as a part of any insurance policy carried by an Owner in compliance with this Section, such Owner shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided, however, that in no event shall any deductible exceed \$50,000.00 in Constant Dollars unless such Occupant, Owner or Insuring Person complies with the requirements regarding self-insurance pursuant to (iii) above. Each Owner and the Administrator agree to furnish to any Owner requesting the same, a certificate(s) of insurance, or statement of self-insurance (but not more often than once per calendar year), as the case may be, evidencing that the insurance required to be carried by such Occupant, Owner or Insuring Person is in full force and effect. An Owner shall be permitted to have an Affiliate (as hereinafter defined) provide the insurance required hereunder if such Affiliate agrees in writing that its program is applicable to such Owner and that it guarantees performance of such Owner's insurance obligations under this Master Deed; provided, however, such Affiliate may undertake the self-insurance obligation only if it satisfies the financial criteria requirement. For purposes of this Section, an "Affiliate" shall mean an entity owning at least fifty percent (50%) interest in the Owner.

Section 2. Waiver of Right of Subrogation. The Administrator and all Owners shall use commercially reasonable efforts to cause all property and liability insurance carried by the Administrator or any Owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Owner or the Administrator.

Section 3. Constant Dollars. "Constant Dollars" shall mean the value of the U.S. dollar to which such phrase refers, as adjusted from time to time. An adjustment shall occur on the 1st day of June of the sixth (6th) full calendar year following the date of the Master Deed, and thereafter at five (5) year intervals. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The "Base Index Number" shall be the level of the Index for the year the Master Deed commences; the "Current Index Number" shall be the level of the Index for the year preceding the adjustment year; the "Index" shall be the Consumer Price Index for All Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor for U.S. City Average, All Items (1982-84=100), or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then the Administrator shall substitute for the Index comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index.

LIVINGSTON COUNTY CONDOMINIUM
 SUBDIVISION PLAN NO. 382
 EXHIBIT "B" TO THE MASTER DEED OF

HARTLAND ROVEY DRIVE FOUR CONDOMINIUM

HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN.

DEVELOPER
 RAMCO HARTLAND TRS, INC.
 a Michigan Corporation
 31500 Northwestern Hwy
 Suite 300
 Farmington Hills 48334

SURVEYOR & PREPARER
 PROFESSIONAL ENGINEERING ASSOCIATES,
 INC. 2900 E. Grand River Ave.
 Howell, MI 48843

LEGAL DESCRIPTION
 A parcel of land being a part of the Southeast 1/4 of the Southeast 1/4 of Section 21, T.3N., R.6E., Hartland Township, Livingston County, Michigan, being more particularly described as follows:

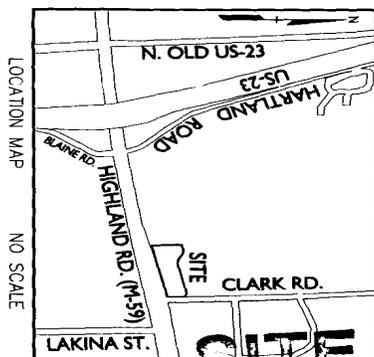
Commencing at the Southeast Corner of Section 21, T3N, R6E, Hartland Township, Livingston County, Michigan; thence N 02°53'39" W, 731.00 feet along the east line of Section 21; thence S 80°04'54" W 12.10 feet; thence 21.16 feet along the arc of a curve to the left, said curve having a radius of 3879.72 feet; a central angle of 00°18'45", and a chord which bears S 79°55'31" W 21.15 feet to the POINT OF BEGINNING; thence continuing 418.98 feet along the arc of a curve to the left, also being the north line of Highland Road (M-59), said curve having a radius of 3879.72 feet, a central angle of 06°11'15", and a chord which bears S 76°40'31" W 418.77 feet; thence S 76°39'15" W 400.48' along the future north line of Highland Road (M-59); thence N 02°44'28" W 370.11 feet to the south line of the Rovey Drive (width varies); thence the following seven courses and distances along the south line of said Rovey Drive: 1) N 79°47'19" E 81.11 feet; 2) 79.26 feet along the arc of a curve to the right, said curve having a radius of 117.00 feet, a central angle of 38°48'45", and a chord which bears S 80°48'19" E 77.75 feet; 3) S 61°23'57" E 75.79 feet; 4) 110.34 feet along the arc of a curve to the left, said curve having a radius of 147.00 feet, a central angle of 43°00'27", and a chord which bears S 82°54'10" E 107.77 feet; 5) N 75°35'36" E 346.76 feet; 6) 86.99 feet along the arc of a curve to the right, said curve having a radius of 502.00 feet, a central angle of 09°55'44", and a chord which bears N 80°33'28" E 86.88 feet; 7) 80.98 feet along the arc of a curve to the right, said curve having a radius of 50.00 feet, a central angle of 92°47'51", and a chord which bears S 48°04'44" E 72.42 feet to the west 33 foot right-of-way line of Clark Road (66 feet wide); thence along said east line S 02°53'39" E 185.47 feet to the POINT OF BEGINNING, containing 5.06 acres of land subject to easements, conditions, restrictions and exceptions of record or otherwise.

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 SHOWN PROPERLY IN THE TITLE ON THIS SHEET AND IN THE SURVEYOR'S CERTIFICATE SHOWN ON SHEET NO. 2.

INDEX OF DRAWINGS

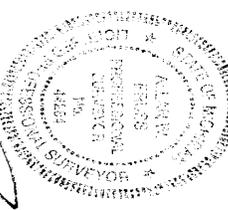
1. COVER SHEET
2. SURVEY PLAN
3. SITE PLAN
4. UTILITY PLAN
5. EASEMENT PLAN



APPROVAL
Jim Ulrich 3/17/09

RECEIVED

FEB 20 2009



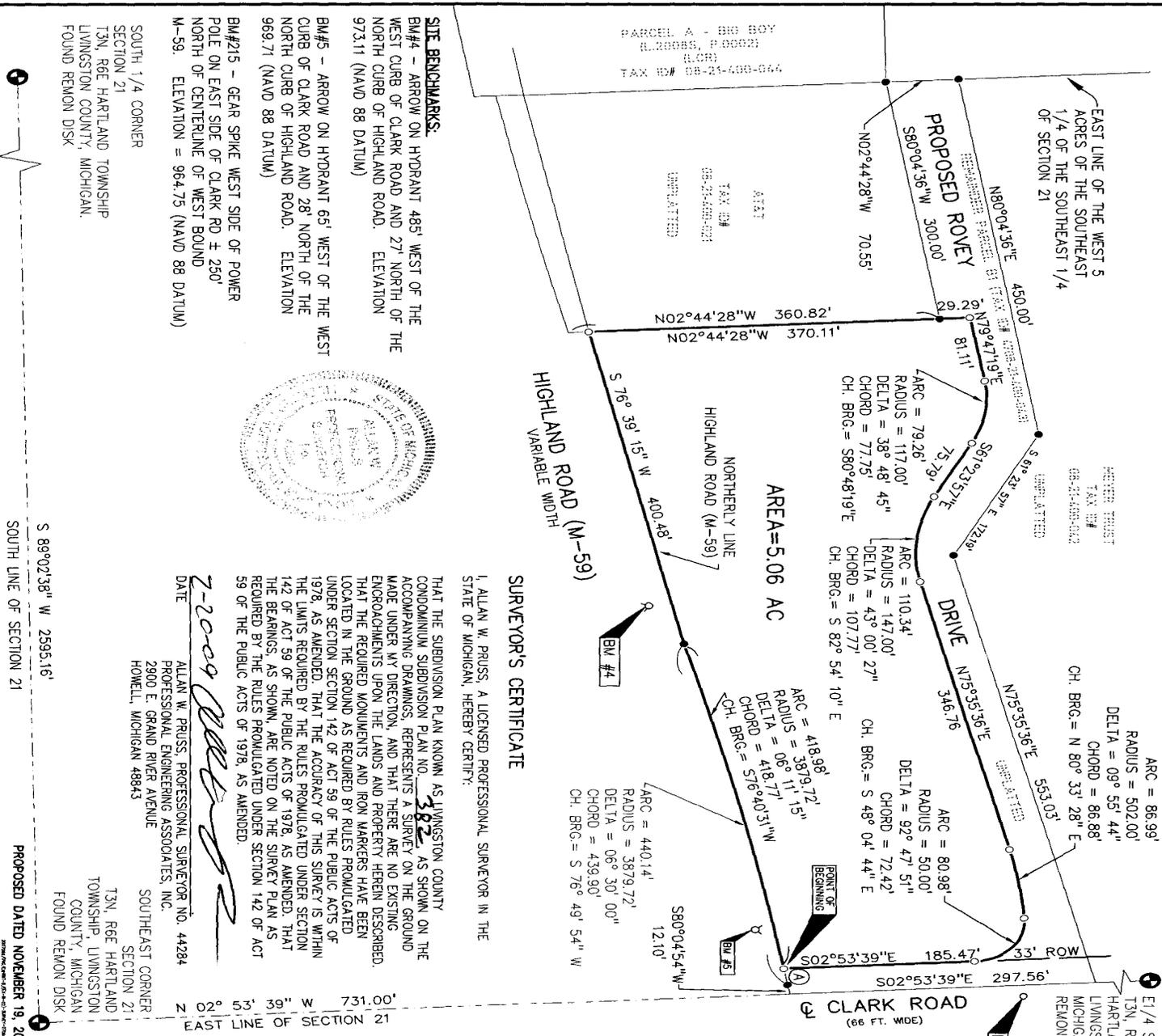
James A. Ulrich

REVISED: 1-13-09

HARTLAND ROVEY DRIVE FOUR CONDOMINIUM	PEA PROFESSIONAL ENGINEERING ASSOCIATES
COVER SHEET	
<small>DES. - JRB, JWP, SCULS DATE: 11-18-08 I.D.W. NO. 2009-049</small> <small>CHK. - JRB, JWP, SCULS DATE: 11-18-08 I.D.W. NO. 1</small> <small>148 Boulevard, Suite 300</small> <small>Howell, Michigan 48843</small> <small>TEL: 517-223-1100 FAX: 517-223-1101</small>	

PROPOSED DATED NOVEMBER 19, 2008

HTB 3.309
3/17/09
01-31-400-058



SURVEYOR'S CERTIFICATE

I, ALLAN W. PRUSS, A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 382, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREBY DESCRIBED, THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED, THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED, THAT THE BEARINGS AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

DATE: 7-20-09

ALLAN W. PRUSS, PROFESSIONAL SURVEYOR NO. 44284
PROFESSIONAL ENGINEERING ASSOCIATES, INC.
2900 E. GRAND RIVER AVENUE
HOWELL, MICHIGAN 48843

SOUTHEAST CORNER SECTION 21
T3N, R6E HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN
FOUND REMON DISK

SOUTH 1/4 CORNER SECTION 21
T3N, R6E HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN
FOUND REMON DISK

NOTES:

1. BASIS OF BEARING ARE REFERENCED TO THE NORTH-SOUTH 1/4 LINE OF SECTION 21 AS N02°55'00"W, RECORDED IN L1408, P.331 (LOR)
2. SITE ZONED X - AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN PER FIRM CPN 260784 00058 DATED 9-20-96.
3. THE AREA OF THE PARCEL IS 5.06 ACRES

LEGEND:

- SECTION CORNER FOUND
- MONUMENT SET
- MONUMENT FOUND
- IRON FOUND
- (R) RECORDED
- (M) MEASURED
- (P) PLAT

CURVE DATA

(A) ARC = 21.16'
RADIUS = 3879.72'
DELTA = 0° 18' 45"
CHORD = 21.15'
CH. BRG. = S 79° 55' 31" W

GRAPHIC SCALE

1" = 50' 0"

REVISIONS: 1-13-09

HARTLAND ROVEY DRIVE
FOUR CONDOMINIUM

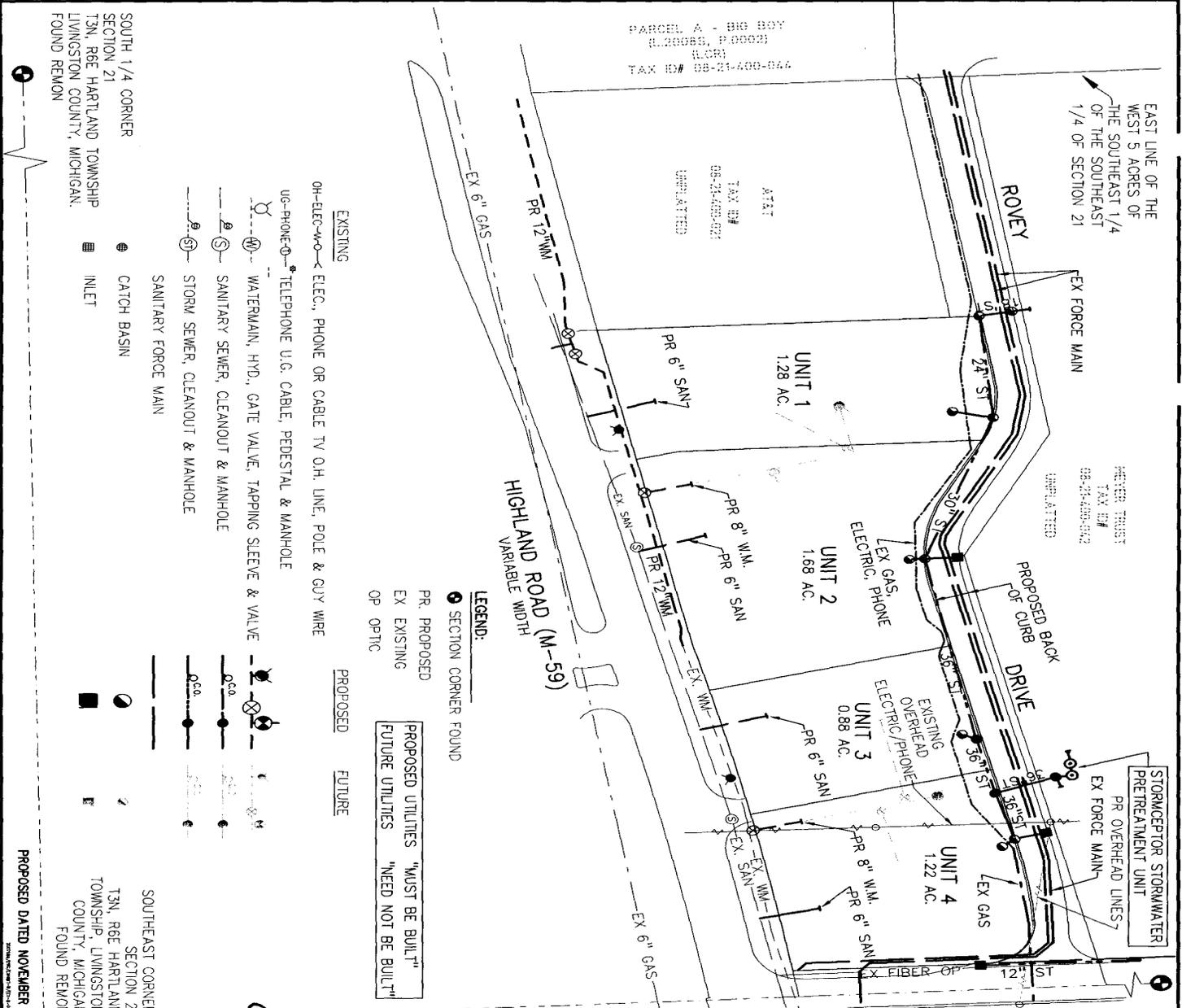
PROFESSIONAL ENGINEERING ASSOCIATES, INC. (PEA)

RECORDED IN L1408, P.331 (LOR)

EAST LINE OF THE WEST 5 ACRES OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21

PROJECTED TRUST
TAX ID# 08-21-4203-032

PARCEL A - P. BE. BOY
000000, P. 00001
BLDG
TAX ID# 08-21-4203-032



- EXISTING**
- OH-ELEC-W-O-ELEC., PHONE OR CABLE TV O.H. LINE, POLE & GUY WIRE
 - UG-PHONE-T-TELEPHONE U.G. CABLE, PEDESTAL & MANHOLE
 - WATERMAN, HYD., GATE VALVE, TAPPING SLEEVE & VALVE
 - SAINTARY SEWER, CLEANOUT & MANHOLE
 - STORM SEWER, CLEANOUT & MANHOLE
 - SAINTARY FORCE MAIN
- PROPOSED**
- ELEC., PHONE OR CABLE TV O.H. LINE, POLE & GUY WIRE
 - TELEPHONE U.G. CABLE, PEDESTAL & MANHOLE
 - WATERMAN, HYD., GATE VALVE, TAPPING SLEEVE & VALVE
 - SAINTARY SEWER, CLEANOUT & MANHOLE
 - STORM SEWER, CLEANOUT & MANHOLE
 - SAINTARY FORCE MAIN

- LEGEND:**
- SECTION CORNER FOUND
 - PR- PROPOSED
 - EX- EXISTING
 - OP- OPTIC
- PROPOSED UTILITIES "MUST BE BUILT"**
- FUTURE UTILITIES "NEED NOT BE BUILT"**

SOUTHEAST CORNER
SECTION 21
T3N, R6E HARTLAND
TOWNSHIP, LIVINGSTON
COUNTY, MICHIGAN
FOUND REMON

PROPOSED DATED NOVEMBER 19, 2008

**HARTLAND ROVEY DRIVE
FOUR CONDOMINIUM**

UTILITY PLAN

PEA
PROFESSIONAL
ENGINEERING
ASSOCIATES

REVISED: 1-13-09

DATE: 11-19-08

SCALE: 1"=50'

PROJECT NO: 2007-088

DRAWN BY: J. B. BROWN

CHECKED BY: J. B. BROWN

DATE: 11-19-08

PROJECT NO: 2007-088

SCALE: 1"=50'

DATE: 11-19-08

PROJECT NO: 2007-088

NOTES:

- UTILITY INFORMATION SHOWN IS BASED ON A FIELD SURVEY BY P.E.A., INC. AND ON INFORMATION PROVIDED BY THE UTILITY COMPANIES.
- CABLE TV LINES ARE NOT SHOWN ON THIS DRAWING. PLANS FOR THESE FACILITIES HAVE NOT BEEN COMPLETED, AS OF THIS DATE. THESE UTILITIES WILL BE SHOWN ON AS-BUILT PLANS.

GRAPHIC SCALE
1" = 50' ft.

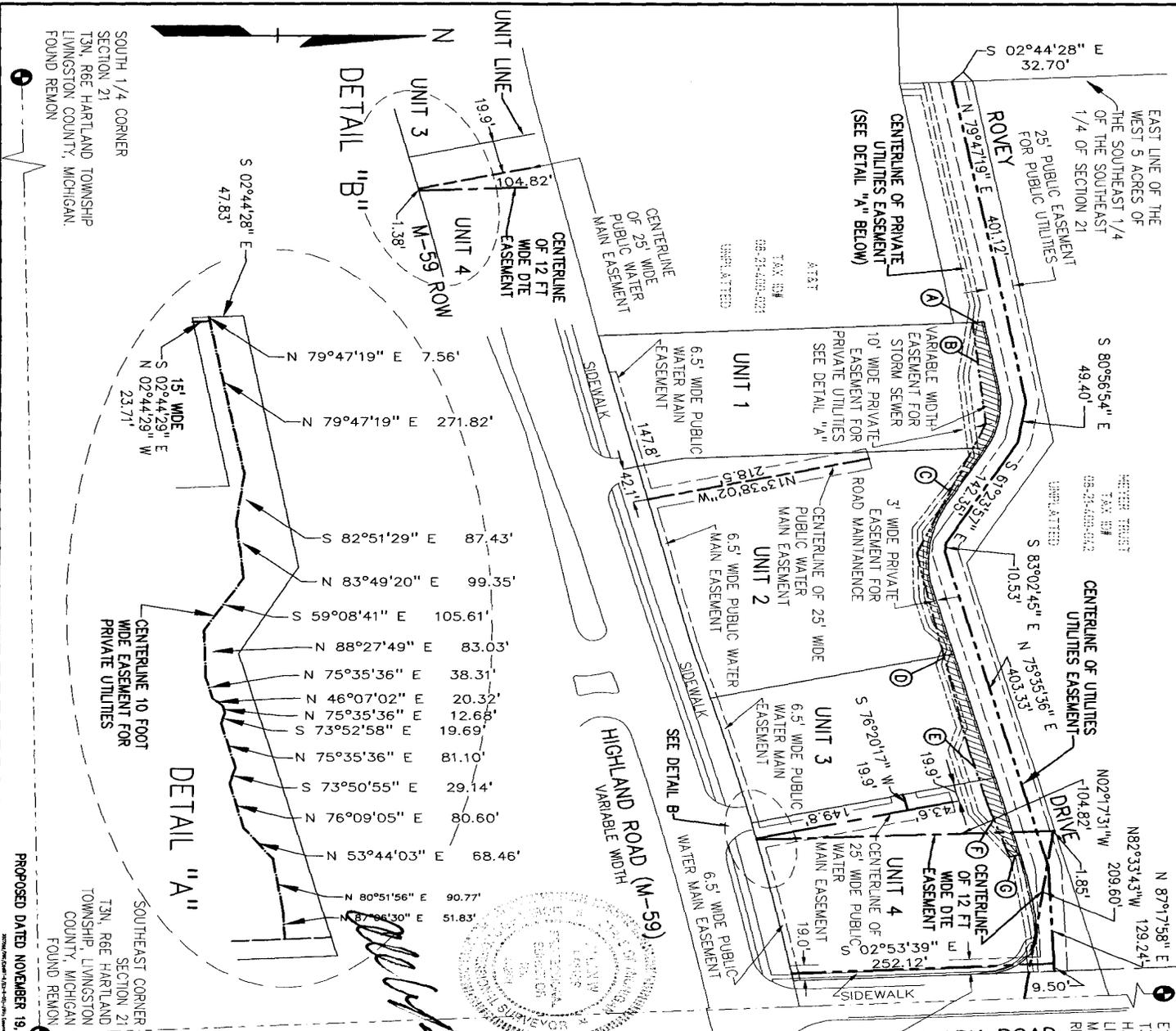
LOCATION MAP
NO SCALE

CLARK ROAD (66 FT. WIDE)

CLARK RD.
HIGHLAND RD. (M-59)

ALANER RD.
LAKNA ST.

SECTION 21
T3N, R6E
HARTLAND TWP.
LIVINGSTON CO.
MICHIGAN
REMON DISK



PROPOSED UTILITIES "MUST BE BUILT"

FUTURE UTILITIES "NEED NOT BE BUILT"

COURSES AND DISTANCES FOR STORM SEWER EASEMENT

- Ⓐ S 02°44'28" E 11.07'
- Ⓑ N 83°53'03" E 124.73'
- Ⓒ S 67°41'59" E 173.21'
- Ⓓ N 78°14'10" E 248.35'
- Ⓔ N 75°17'03" E 69.95'
- Ⓕ N 71°39'06" E 68.25'
- Ⓖ N 14°24'24" W 10.48'

LEGEND:

- SECTION CORNER FOUND FOR PUBLIC UTILITIES
- SECTION CORNER FOUND FOR PRIVATE UTILITIES
- PR. PROPOSED
- CENTERLINE PRIVATE UTILITY EASEMENT
- CENTERLINE PUBLIC UTILITY EASEMENT
- CENTERLINE WATER MAIN EASEMENT
- ▨ STORM SEWER EASEMENT

LOCATION MAP
NO SCALE

REVISIONS: 1-13-09

HARTLAND ROVEY DRIVE FOUR CONDOMINIUM EASEMENT PLAN

PEA
PROFESSIONAL ENGINEERING ASSOCIATES