

RECORDED

2005 AUG 25 A 11:00

SALLY REYNOLDS
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI
48843

LIVINGSTON COUNTY TREASURER'S CERTIFICATE
I hereby certify that there are no TAX
LENS 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.

8-25-05 *Janie H. Hardy* 11031
Dianne H. Hardy, Treasurer
Sec. 185 Act 266, 1893 as Amended
Taxes not examined

HOMESTEAD DENIALS NOT EXAMINED

MASTER DEED
OF
THE SCHAEFER CLUB CONDOMINIUM

129/4

1344
(Pursuant to Act 59, Public Acts of 1978, as amended)

Livingston County Condominium Subdivision Plan No. 344 containing:

- (1) Master Deed establishing The Schaefer Club Condominium.
- (2) Exhibit A to Master Deed: Condominium Bylaws.
- (3) Exhibit B to Master Deed: Condominium Subdivision Plan.
- (4) Exhibit C to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.

This document is exempt from transfer tax under MCLA 207.505(a) and MCLA 207.526(a).

This Document Drafted by:

Nyal D. Deems, Esq.
Varnum, Riddering, Schmidt & Howlett, LLP
Bridgewater Place - P.O. Box 352
Grand Rapids, Michigan 49501-0352

After Recording Return To:

David Henry
1439 Division Drive
Hartland, Michigan 48353

08-28-200-001
08-27-101-041

MASTER DEED
of
THE SCHAEFER CLUB CONDOMINIUM

This master deed (the "Master Deed") is signed and delivered on the 25 day of August, 2005, by The Schaefer Club a/k/a The Schaefer Club, Inc. a Michigan non profit corporation, with offices at 1439 Division Drive, Hartland, Michigan 48353 (the "Declarant"), upon the terms and conditions set forth below.

Section 1. ESTABLISHMENT OF CONDOMINIUM

1.1 Project. The Declarant is engaged in the creation of a condominium to be known as The Schaefer Club Condominium (the "**Project**"), in Hartland Township, Livingston County, Michigan on a parcel of land as referenced in Section 2.

1.2 Establishment of Condominium. The Declarant desires, by recording this Master Deed together with the Condominium Bylaws attached as Exhibit A and the Condominium Subdivision Plan attached as Exhibit B to establish the real property described in Section 2 (the "**Property**"), together with the improvements located and to be located on such Property, as a condominium project (the "**Condominium**") under the provisions of the Michigan Condominium Act, as amended (the "**Act**"). The Declarant does hereby declare that upon the recording of this Master Deed, the Condominium shall be a Project under the Act and the Project shall be held, conveyed, encumbered, leased, rented, occupied, improved or in any other manner used, subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations contained in this Master Deed, all of which shall be deemed to run with the land and to be a burden upon and a benefit to the Declarant, its successors and assigns, and to any persons who may acquire or own an interest in such real property, their grantees, successors, heirs, personal representatives, administrators and assigns.

1.3 Project Description. The Project is a residential site condominium. The 8 Condominium units which may be developed in the Project, including the number, boundaries, dimensions and area of each unit ("**Unit**"), are shown on the Condominium Subdivision Plan. Each of the Units is capable of individual use by reason of having its own entrance from and exit to a common element of the Project.

1.4 Owner Rights. Each owner of a Unit ("**Owner**") in the Project shall have an exclusive property right to the Owner's Unit and to the limited common elements which are appurtenant to the Owner's Unit, and shall have an undivided right to share with other Owners in the ownership and use of the general common elements of the Project as described in this Master Deed.

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Exhibit A – Condominium Bylaws of The Schaefer Club Condominium

Exhibit B – Condominium Subdivision Plan for The Schaefer Club Condominium

Exhibit C – Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act

Section 2. LEGAL DESCRIPTION OF THE PROPERTY

2.1 Condominium Property. The land which is being submitted to Condominium ownership in accordance with the provisions of the Act, is described as follows:

The Southeast 1/4 of the Northeast 1/4 of Section 28, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan. Also Lots 40, 41 and 42 of Three Lakes Subdivision, a subdivision of part of the West 1/2 of the Northwest 1/4, the Northwest 1/4 of the Southwest 1/4 and a part of the Northeast 1/4 of the Northwest 1/4 of Section 27, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan as recorded in Liber 2, Page 76, Livingston County Records, being further described as: Beginning at the East 1/4 corner of Section 28, Town 3 North, Range 6 East (LSC 935M); thence N87°41'43"W, 1302.62 feet along the East-West 1/4 line of Section 28 to the West line of the Southeast 1/4 of the Northeast 1/4 of Section 28; thence N01°45'31"E, 1322.96 feet along said West line to the North line of the Southeast 1/4 of the Northeast 1/4 of Section 28; thence S87°08'59"E, 1300.04 feet along said North line to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 28; thence S88°21'43"E, 50.00 feet; thence S01°38'17"W, 1344.42 feet parallel with the East line of Section 28 to the Southeast corner of Lot 40 of Three Lakes Subdivision; thence S01°22'09"W, 1337.06 feet along the East line of Lots 41 and 42 of Three Lakes Subdivision and the Southerly extension thereof; thence N88°37'51"W, 49.78 feet; thence N01°22'09"E, 1371.10 feet along the West line of Lots 40, 41, and 42 and the Southerly extension thereof to the point of beginning. Containing 42.42 acres, more or less. Subject to any easements or restrictions of use or record.

2.2 Beneficial Easements. Easements are hereby created and conveyed in this Master Deed to and for the benefit of the Project and the Units located in the Project, and the Project and the Units located in the Project are benefited and burdened by the ingress, egress, utility and other easements described and/or shown on Exhibit B.

Section 3. DEFINITIONS

3.1 Definitions. Certain terms used in this Master Deed are defined terms and have the meaning given them in the text where they are defined, and the same meaning shall be ascribed to the term in various other documents with regard to the Project such as, by way of example and not of limitation, the Articles of Incorporation, Association Bylaws and Rules and Regulations of The Schaefer Club Condominium Association, a Michigan non-profit corporation, and various deeds, mortgages, land contracts, easements and other instruments affecting the establishment or transfer of interests in the Project. As used in documents regarding the Project, unless the context otherwise requires:

(a) **Act.** "Act" or "Condominium Act" means the Michigan Condominium Act, which is Act 59 of the Public Acts of 1978, as amended;

(b) **Administrator.** "**Administrator**" means the Michigan Department of Consumer and Industry Services, which is designated to serve as administrator of the Act;

(c) **Association.** "**Association**" or "**Association of Owners**" means The Schaefer Club Condominium Association, the Michigan non-profit corporation of which all Owners shall be members, which shall administer, operate, manage and maintain the Project, through its board of directors (the "**Board of Directors**");

(d) **Association Bylaws.** "**Association Bylaws**" means the corporate Bylaws of the Association organized to manage, maintain and administer the Project;

(e) **Common Elements.** "**Common Elements**" means the portions of the Project other than the Condominium Units, including all general and limited common elements described in Section 4 of this Master Deed;

(f) **Condominium Bylaws.** "**Condominium Bylaws**" means Exhibit A to this Master Deed, which are the Bylaws which describe the substantive rights and obligations of the Owners;

(g) **Condominium Documents.** "**Condominium Documents**" means this Master Deed with its exhibits, the Sections and Bylaws of the Association, the Rules and Regulations adopted by the board of directors of the Association and any other document which affects the rights and obligations of a Owner in the Condominium;

(h) **Condominium Property.** "**Condominium Property**" or "**Property**" means the land referenced in Section 2, as the same may be amended, together with all structures, improvements, easements, rights and appurtenances located on or belonging to that Property;

(i) **Condominium Subdivision Plan.** "**Condominium Subdivision Plan**" or "**Subdivision Plan**" means Exhibit B to this Master Deed, which is the survey and other drawings depicting the real property and improvements to be included in the Project;

(j) **Condominium Unit.** "**Condominium Unit**" or "**Unit**" means that portion of the Project which is designed and intended for separate ownership and use, as described in this Master Deed;

(k) **Declarant.** "**Declarant**" means The Schaefer club a/k/a The Schaefer Club, Inc., a Michigan non profit corporation, which has signed, delivered and recorded this Master Deed, and the successors and assigns of Declarant. For purposes of this Master Deed and any interpretations under the

Act the Declarant shall be deemed to be the "developer" with regard to all definitions and statements provided for under the Act;

(l) **Development and Sales Period.** There is no development and sales period;

(m) **General Common Elements.** "General Common Elements" means those Common Elements described in Section 4.1, which are for the use and enjoyment of all Owners in the Project;

(n) **Limited Common Elements.** "Limited Common Elements" means those Common Elements described in Section 4.2, which are reserved for the exclusive use of the Owners of a specified Unit or Units;

(o) **Master Deed.** "Master Deed" means this document, together with the exhibits attached to it and all amendments which may be adopted in the future, by which the Project is being submitted to condominium ownership;

(p) **Percentage of Value.** "Percentage of Value" means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of a Owner's vote at meetings of the Association and the proportionate share of each Owner in the Common Elements of the Project;

(q) **Owner.** "Owner" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination of such entities who or which own a Condominium Unit in the Project, including both the vendee(s) and vendor(s) of any land contract of purchase;

(r) **Project.** "Project" or "Condominium" means The Schaefer Club Condominium, a residential site condominium development of 8 Units established under the provisions of the Act; and

(s) **Transitional Control Date.** The Board of Directors will assume office and control upon the recording of the Master Deed;

3.2 **Applicability.** Whenever any reference is made to one gender, it will be assumed to include both genders where such reference is appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where such reference is appropriate.

Section 4. COMMON ELEMENTS

4.1 **General Common Elements.** The General Common Elements are:

(a) **Real Estate.** The Property referenced in Section 2 of this Master Deed (except for that portion of the Property described in Section 5.1 constituting a part of a Unit, and any portion of the Property designated in Exhibit B as a

Limited Common Element), including easement interests appurtenant to the Condominium, including, but not limited to easements for ingress, egress and utility installation over, across and through non-Condominium property and/or individual Units in the Project;

(b) **Improvements.** The private roadway, the garages, the Association storage shed and the lawns, trees, shrubs and other improvements not located within the boundaries of a Unit. All structures and improvements located within the boundaries of a Unit shall be owned in their entirety by the Owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements;

(c) **Electrical.** The electrical transmission system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(d) **Gas.** The natural gas line network and distribution system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(e) **Sanitary Sewer.** The sanitary sewer system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(f) **Storm Drainage.** The storm drainage and/or water retention system throughout the Project;

(g) **Telephone.** The telephone wiring system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(h) **Telecommunications.** The cable television and/or other telecommunications systems installed throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(i) **Project Entrance Improvements.** Any entry signage and other improvements located at or near the entrance to the Project; and

(j) **Miscellaneous Common Elements.** All other Common Elements of the Project not designated as Limited Common Elements and not enclosed within the boundaries of a Condominium Unit, which are intended for common use or are necessary to the existence, upkeep or safety of the Project.

(k) **Excepted Interests.** Some or all of the utility lines, equipment and systems (including mains and service leads), and the telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility and/or telecommunication lines, equipment and systems shall be General Common Elements only to the extent of the Owners' interest in them, and the Declarant makes no warranty whatsoever with respect to the nature or extent of such interest.

4.2 **Limited Common Elements.** The Limited Common Elements are:

(a) **Utility Service Lines.** The pipes, ducts, grinder pumps, curb boxes, wiring and conduits supplying service to or from a Unit, for electricity, gas, sewage, telephone, television and/or other utility or telecommunication services, up to and including the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service;

(b) **Subterranean Land.** The subterranean land located within Unit boundaries, from and below a depth of 20 feet, including all utility and/or supporting lines located on or beneath that land;

(c) **Subsurface Improvements.** The portion of any footing or foundation extending more than 20 feet below surrounding grade level;

(d) **Water Wells.** The water well, including well shafts, pumps and distribution lines, serving only the residence constructed on that Unit;

(e) **Decks and Porches.** Any deck or porch which currently exists or is permitted by the Association attached to a Unit for the exclusive use of that Unit;

(f) **Delivery Boxes.** Any mail and/or paper box which is permitted by the Association to be located on the General Common Elements in order to serve a Condominium Unit;

(g) **Walkways.** The portion of any stairs or walkway, if any, exclusively serving a Unit;

(h) **Sheds.** The sheds within the Condominium as shown on Exhibit B that are assigned to the use of one or more Units by the Association shall be a limited common element of that Unit or Units during period of use by that Unit or Units subject to the rules and regulations for the sheds as promulgated by the Board of Directors and subject to any adjustment in the use of the sheds by different Units as provided for by the Association;

(i) **Miscellaneous.** Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan or in any future amendment to the Master Deed made by the Association; and

(j) **Subsequent Assignment.** In the event that no specific assignment of one or more of the Limited Common Elements described in this Section has been made in the Subdivision Plan, the Association reserves the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit by subsequent amendment or amendments to this Master Deed.

4.3 Maintenance Responsibilities. Responsibility for the cleaning, decoration, maintenance, repair and replacement of the Common Elements will be as follows:

(a) **Limited Common Elements.** Each Owner shall be individually responsible for the routine cleaning, snow removal, maintenance, repair and replacement of all Limited Common Elements appurtenant to the Owner's Unit;

(b) **Unit Improvements and Other Owner Responsibilities.** Unless otherwise stated in this Master Deed, Unit Owners shall be responsible for the maintenance, repair and replacement of all structures and improvements and the maintenance of all yard areas situated within the boundaries of a Unit. If a Owner elects, with the prior written consent of the Association, to construct or install any improvements within a Unit or on the Common Elements which increase the costs of maintenance, repair or replacement for which the Association is responsible such increased costs or expenses may, at the option of the Association, be specially assessed against such Unit or Units;

(c) **Association Oversight.** The exterior appearance of all structures, improvements and yard areas (to the extent visible from any other Unit or from a Common Element), shall be subject at all times to the approval of the Association and to such reasonable aesthetic and maintenance standards as may be prescribed by the Association in duly adopted rules and regulations;

(d) **Other Common Elements.** The cost of cleaning, decoration, maintenance, repair, replacement, and snow removal of all Common Elements other than as described above shall be the responsibility of the Association, except to the extent of repair or replacement of a Common Element due to the act or neglect of a Owner or a Owner's agent, invitee, family member or pet. The cost and responsibility of lawn mowing shall be as designated by the Association;

(e) **Maintenance by Association.** In the event a Owner fails, as required by this Master Deed, the By-laws or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair replace or otherwise maintain the Owner's Unit, any structure or improvement located within the Unit or any appurtenant Limited Common Element, the

Association shall have the right, but not the obligation, to undertake periodic exterior maintenance functions with respect to improvements constructed or installed within any Unit boundary as it may deem appropriate (including without limitation painting or other decoration, lawn mowing, snow removal, tree trimming and replacement of shrubbery and other plantings); provided, that the Association will in no event be obligated to repair or maintain any such Common Element or improvement. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future date; and

(f) **Assessment of Costs.** All costs incurred by the Association or the Declarant in performing any maintenance functions which are the primary responsibility of a Owner shall be charged to the affected Owner or Owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium By-laws. The lien for nonpayment shall attach to any such charges as in all cases of regular assessments and may be enforced by the use of all means available to the Association under the Condominium Documents or by law for the collection of regular assessments, including without limitation, legal action, foreclosure of the lien securing payment and the imposition of fines.

4.4 Assignment of Limited Common Elements. A Limited Common Element may be assigned or re-assigned by written application to the Board of Directors of the Association by all Owners whose interest will be affected by the assignment. Upon receipt of such an application, the Board shall promptly prepare and execute an amendment to this Master Deed assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved, and shall deliver the amendment to the Owners of the Units affected upon payment by them of all reasonable costs for the preparation and recording of the amendment.

4.5 Power of Attorney. By acceptance of a deed, mortgage, land contract or other instrument of conveyance or encumbrance all Owners, mortgagees and other interested parties are deemed to have appointed the Association as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, the Association will have full power and authority to grant easements over, to sever or lease mineral interests and/or to convey title to the land or improvements constituting the General Common Elements or any part of them, to dedicate as public streets any parts of the General Common Elements, to amend the Condominium Documents for the purpose of assigning or reassigning the Limited Common Elements and in general to execute all documents and to do all things necessary or convenient to the exercise of such powers.

4.6 Separability. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project, or in any other way which might interfere with or impair the rights of other Owners in the use and enjoyment of their Units or their appurtenant Common Elements.

Section 5. UNITS

5.1 Description of Units. A complete description of each Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors. Each such Unit shall include all the space within the Unit boundaries and above a depth of 20 feet and extending upwards to a height of 50 feet above the surface, together with all appurtenances to the Unit.

5.2 Percentage of Value. The total percentage value of the Project is 100, and the Percentage of Value assigned to each of the Condominium Units in the Project shall be equal to every other Unit. The determination that Percentages of Value for all such units should be equal was made after reviewing the comparative characteristics of each Unit which would affect maintenance costs and value, and concluding that there are no material differences among them insofar as the allocation of Percentages of Value is concerned. The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by Section 9, expressed in an Amendment to this Master Deed and recorded in the Register of Deeds office in the county in which the Project is located.

5.3 Unit Modification. The number, size, style, boundary, and/or location of Units or of any Limited Common Element appurtenant to a Unit may be modified from time to time by the Association with the consent of the Unit Owner, but without the consent of any mortgagee (except as provided in the Act) or other interested person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element.

Section 6. NONEXPANDABILITY OF CONDOMINIUM

The Project is not an expandable project under the Michigan Condominium Act.

Section 7. NONCONTRACTABILITY OF CONDOMINIUM

The Project is not a contractible project under the Michigan Condominium Act.

Section 8. NONCONVERTIBILITY OF CONDOMINIUM

The Project is not a convertible project under the Michigan Condominium Act.

Section 9. EASEMENTS FOR MAINTENANCE AND REPAIR

In the event that any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists, and for the maintenance of the

encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association for the maintenance and repair of Common Elements for which the Association may from time to time be responsible or for which it may elect to assume responsibility, and there shall be easements to, through and over those portions of the land (including the Units) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in the opening or repairing of any Common Element or other improvement to install, repair or maintain common utility services to the Project shall be an expense of administration assessed against all Owners in accordance with the Condominium Bylaws.

Section 10. AMENDMENT AND TERMINATION

10.1 Pre-Conveyance Amendments. If there is no Owner other than the Declarant, the Declarant may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting an amendment to the Master Deed or the Condominium Bylaws or a termination of the Project shall be recorded in the Register of Deeds office in the county in which the Project is located.

10.2 Post-Conveyance Amendments. The recordable Condominium Documents may be amended for a proper purpose as follows:

(a) Non-Material Changes. The amendment may be made without the consent of any Owner or mortgagee if the amendment does not materially alter or change the rights of any Owner or mortgagee of a Unit in the Project, including, but not limited to: (i) amendments to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

(b) Material Changes. An amendment may be made, even if it will materially alter or change the rights of the Owners, with the consent of not less than two-thirds of the Owners and, to the extent required by law, mortgagees; provided, that a Owner's Unit dimensions or Limited Common Elements may not be modified without that Owner's consent, nor may the method or formula used to determine the percentage of value of Units in the Project for other than voting purposes be modified without the consent of each affected Owner and mortgagee.

(c) Compliance with Law. Amendments may be made by the Association without the consent of Owners and mortgagees, even if the amendment will materially alter or change the rights of Owners and mortgagees, to achieve

compliance with the Act or rules, interpretations or orders adopted by the Administrator or by the Courts pursuant to the Act, or with other federal, state or local laws, ordinances or regulations affecting the Project.

(d) **Costs of Amendments.** A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the Owners, the costs of which are expenses of administration. The Owners shall be notified of proposed amendments under this Section not less than 10 days before the amendment is recorded.

10.3 Project Termination. The Project may be terminated only with consent of not less than 80% of the Owners and mortgagees, in the following manner:

(a) **Termination Agreement.** Agreement of the required number of Owners and mortgagees to termination of the Project shall be evidenced by the Owners' execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the Register of Deeds office in the county in which the Project is located.

(b) **Real Property Ownership.** Upon recordation of a document terminating the Project, the property constituting the Condominium shall be owned by the Owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Owner, their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property which formerly constituted their Condominium Unit.

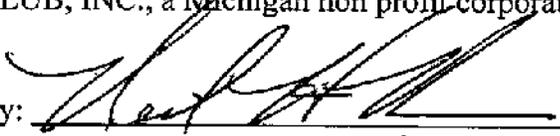
(c) **Association Assets.** Upon recordation of a document terminating the Project, any rights the Owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

(d) **Notice to Interested Parties.** Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lien holders, and prospective purchasers who deposited funds. Proof of dissolution must also be submitted to the Administrator.

[Signatures appear on following page.]

This Master Deed has been signed by the Declarant as of the date stated on page one.

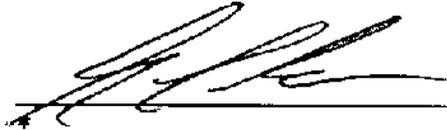
THE SCHAEFER CLUB a/k/a THE SCHAEFER CLUB, INC., a Michigan non profit corporation

By: 

Its: NEIL H. HARRISON
PRESIDENT SCHAEFER CLUB

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

This document was acknowledged before me the 23rd day of August, 2005, by Neil H. Harrison the President of The Schaefer Club a/k/a The Schaefer Club, Inc., a Michigan non profit corporation, on behalf of the corporation.



Notary Public, _____ County, MI
My commission expires: _____
Acting in the County of Livingston

GABRIELLA L. GARLOCK
NOTARY PUBLIC
LIVINGSTON CO., MI
COMM EXP AUG 30, 2007

#951214v2



EXHIBIT A
CONDOMINIUM BYLAWS
THE SCHAEFER CLUB CONDOMINIUM

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EXHIBIT A**CONDOMINIUM BYLAWS****THE SCHAEFER CLUB CONDOMINIUM****Section 1. ASSOCIATION OF CO-OWNERS**

1.1 Organization. The Schaefer Club Condominium, is a residential site condominium project located in Hartland Township, Livingston County, Michigan which comprises 8 condominium units. Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in an Association of Owners organized as a non-profit corporation under the laws of the State of Michigan. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Project.

1.2 Compliance. All present and future Owners mortgagees, lessees or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of Act No. 59, P.A. 1978, as amended, the Master Deed and any amendments, the Condominium Bylaws, and the Articles of Incorporation, Association Bylaws, and other Condominium Documents which pertain to the use and operation of the Project. The acceptance of a deed of conveyance, the entering into of a lease or the act of occupying a Condominium Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

Section 2. MEMBERSHIP AND VOTING

2.1 Membership. Each Owner of a Unit in the Project, during the period of ownership, shall be a member of the Association and no other person or entity will be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged or transferred only as an appurtenance to a Unit.

2.2 Voting Rights. Each Owner will be entitled to one vote for each Unit owned.

2.3 Eligibility to Vote. No Owner will be entitled to vote at any meeting of the Association until the Owner has presented written evidence of ownership of a Unit in the Project.

2.4 Designation of Voting Representative. The person entitled to cast the vote for each Unit and to receive all notices and other communications from the Association shall be designated by a certificate signed by all the record owners of a Unit and filed with the secretary of the Association. The certificate shall state the name and address of the individual representative designated, the number of the Unit owned, and the name and address of the person or persons, firm, corporation, partnership, association, trust or other legal entity who is the Unit

owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate or until a change has occurred in the ownership of the Unit.

2.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies must be filed with the Association before the appointed time of the meeting.

2.6 Majority. At any meeting of members at which a quorum is present, 51% of the Owners entitled to vote and present in person or by proxy (or written vote, if applicable), shall constitute a majority for the approval of the matters presented to the meeting, except in those instances in which a majority exceeding a simple majority is required by these Bylaws, the Association Bylaws, the Master Deed or by law.

Section 3. MEETINGS AND QUORUM

3.1 Initial Meeting of Members. The initial meeting of the members of the Association shall be convened by the Owners no later than 60 days after the recording of the Master Deed and conveyance of legal title to the Owners of the Units.

3.2 Annual Meeting of Members. After the initial meeting has occurred, annual meetings of the members shall be held at the office of the Association for the election of the Board of Directors and the transaction of such other business as may properly come before the meeting. At least 20 days prior to the date of an annual meeting, written notice of the date, time, place and purpose of such meeting shall be mailed or delivered to each member entitled to vote at the meeting; provided, that not less than 30 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

3.3 Board of Directors. The Board of Directors shall consist of between 1 and 8 Owners, with not more than one member of the Board of Directors from each Unit.

3.4 Quorum of Members. The presence in person or by proxy of 75% percent of the Owners entitled to vote shall constitute a quorum of members. The written vote of any owner furnished at or prior to a meeting, at which meeting such owner is not otherwise present in person or by proxy, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 4. ADMINISTRATION

4.1 Board of Directors. The business, property and affairs of the Association shall be managed by a board of directors (the "Board of Directors") to be elected in the manner described in these Bylaws; provided, that the directors designated in the Articles of Incorporation shall serve until such time as their successors have been duly elected and qualified at the initial meeting of members. All actions and contracts of the Schaefer Club, Inc. entered into prior to the recording of the Master Deed shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors elected by the members of the Association.

4.2 Powers and Duties. The Board shall have all powers and duties necessary for the administration of the affairs of the Association, and may take all actions in support of the administration as are not prohibited by the Condominium Documents or specifically reserved to the members, including the following:

- (a) Care, upkeep and maintenance of the Common Elements;
- (b) Development of an annual budget, and the determination, levy and collection of assessments required for the operation and affairs of the Condominium;
- (c) Employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Condominium Property;
- (d) Adoption and amendment of rules and regulations, not inconsistent with these Bylaws, governing the use of the Condominium Property;
- (e) Opening bank accounts, borrowing money and issuing evidences of indebtedness in furtherance of the purposes of the Association, and designating signatories required for such purpose;
- (f) Obtaining insurance for the Common Elements, the premiums of which shall be an expense of administration;
- (g) Granting licenses for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents;
- (h) Authorizing the execution of contracts, deeds of conveyance, easements and rights-of-way affecting any real or personal property of the Condominium on behalf of the Owners;
- (i) Making repairs, additions and improvements to, or alterations of, the Common Elements, and repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;
- (j) Asserting, defending or settling claims on behalf of all Owners in connection with the Common Elements of the Project and, upon written notice to all Owners, instituting actions on behalf of and against the Owners in the name of the Association; and
- (k) Such further duties as may be imposed by resolution of the members of the Association or which may be required by the Condominium Documents or the Act.

4.3 Books of Account. The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. Such accounts shall be open for inspection by the Owners and their mortgagees during reasonable hours. The Association shall also prepare

and distribute a financial statement to each Owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at such times as required by the Board of Directors by qualified independent accountants (who need not be certified public accountants), and the cost of such review or audit shall be an expense of administration.

4.4 Maintenance, Repair and Replacement. The responsibility for maintenance, repair and replacement of Units and Common Elements (other than following casualty damage, which is described in Section 6.3 of the Bylaws) is as follows:

(a) All maintenance, repair and replacement of the structures and other improvements located within a Unit, or Limited Common Elements which are the responsibility of the Owner of a Unit as set forth in the Master Deed, shall be made by the Owner of the Unit. Each Owner shall be responsible for all damages to the Common Elements resulting from such repairs or from any failure of the Owner to perform maintenance and repairs to a Unit.

(b) All maintenance, repair and replacement of the General Common Elements, whether located inside or outside the Units, and to Limited Common Elements to the extent required by the Master Deed, shall be made by the Association and shall be charged to all the Owners as a common expense unless necessitated by the negligence, misuse or neglect of a particular Owner, in which case the expense shall be charged to the responsible Owner. The Association or its agent shall have access to the General Common Elements at all times for the purpose of maintenance, repair or replacement of any of the General Common Elements.

4.5 Reserve Fund. The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by Section 105 of the Act. The fund shall be established in the minimum amount required on or before the Transitional Control Date, and shall, to the extent possible, be maintained at a level which is equal to or greater than 10% of the then current annual budget of the Association on a noncumulative basis. The minimum reserve standard required by this Section may prove to be inadequate, and the Board should carefully analyze the Project from time to time in order to determine if a greater amount should be set aside or if additional reserve funds shall be established for other purposes.

4.6 Construction Liens. A construction lien arising as a result of work performed on a Unit or on an appurtenant Limited Common Element shall attach only to the Unit upon which the work was performed. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Owner of such Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted for by the Association.

4.7 Managing Agent. The Board may employ a management company or managing agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties described in Section 4.2.

4.8 Officers. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these Bylaws. Officers may be compensated, but only upon the affirmative vote of 100% of all Owners.

4.9 Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association upon 10 days notice to all Owners, in the manner and to the extent provided by the Association Bylaws. In the event that no judicial determination as to indemnification has been made, an opinion of independent counsel as to the propriety of indemnification shall be obtained if a majority of Owners vote to procure such an opinion.

Section 5. ASSESSMENTS

5.1 Administrative Expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by or connected with the Common Elements or the administration of the Project shall be expenses of administration, and all sums received as proceeds of, or pursuant to any policy of insurance covering the interests of the Owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of such Common Elements shall be receipts of administration.

5.2 Determination of Assessments. Assessments will be determined in accordance with the following provisions:

(a) **Initial Budget.** The Board of Directors of the Association shall establish an initial budget in advance for each fiscal year, which budget will project all expenses for the coming year that may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each Unit in the Project shall then be determined on the basis of the budget. Copies of the budget will be delivered to each Owner, although the failure to deliver such a copy to each Owner will not affect or in any way diminish the liability of a Owner for any existing or future assessment.

(b) **Budget Adjustments.** Should the Board of Directors determine at any time, in its sole discretion, that the initial assessments levied are insufficient: (1) to pay the costs of operation and maintenance of the Common Elements; (2) to provide for the replacement of existing Common Elements; (3) to provide for additions to the Common Elements not exceeding \$5,000 annually; or (4) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy such additional assessments as it deems to be necessary for such purpose(s). The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members, and

may not be attached by or subject to specific performance by any creditors of the Association.

(c) **Special Assessments.** Special assessments, in excess of those permitted by subsections (a) and (b), may be made by the Board of Directors from time to time with the approval of the Owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to: (1) assessments for additions to the Common Elements costing more than \$5,000 in any year; (2) assessments to purchase a Unit upon foreclosure of the lien described in Section 5.5; or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not including those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of 75% or more of all Owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

5.3 Apportionment of Assessments. All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with the Percentage of Value allocated to each Unit in the Master Deed and any other assessment provisions in the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board shall elect some other periodic payment schedule, annual assessments will be payable by Owners in 1 annual installment, commencing with the acceptance of title to a Unit. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for such payment established by rule or regulation of the Association.

5.4 Expenses of Administration. The expenses of administration shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the Condominium property under the powers and duties delegated to it and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement and for meeting any deficit in the common expense for any prior year; provided, that any reserves established by the Board prior to the initial meeting of members shall be subject to approval by such members at the initial meeting. The Board shall advise each Owner in writing of the amount of common charges payable by the Owner and shall furnish copies of each budget containing common charges to all Owners.

5.5 Collection of Assessments. Each Owner shall be obligated for the payment of all assessments levied upon the Owner's Unit during the time that person is the Owner of the Unit, and no Owner may become exempt from liability for the Owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of a Unit.

(a) **Legal Remedies.** In the event of default by any Owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition,

the Board may impose reasonable fines or charge interest at the legal rate on such assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees and fines in accordance with the Condominium Documents shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid upon a mortgage of record recorded prior to the recording of any notice of lien by the Association, and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment in the manner provided by Section 108 of the Act. In a foreclosure proceeding, whether by advertisement or by judicial action, the Owner or anyone claiming under the Owner shall be liable for assessments charged against the Unit that become due before the redemption period expires, together with interest, advances made by the Association for taxes or other liens to protect its lien, costs and reasonable attorney fees incurred in their collection.

(b) Sale of Unit. Upon the sale or conveyance of a Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the purchaser in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A purchaser or grantee may request a written statement from the Association as to the amount of unpaid assessments levied against the Unit being sold or conveyed and such purchaser or grantee shall not be liable for, nor shall the Unit sold or conveyed be subject to a lien for any unpaid assessments in excess of the amount stated in a written response from the Association. Unless the purchaser or grantee requests a written statement from the Association at least 5 days before sale as provided in the Act, however, the purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs and attorney fees.

(c) Self-Help. The Association may enter upon the Common Elements, Limited or General, to remove and abate any condition constituting a violation, or may discontinue the furnishing of services to a Owner in default under any of the provisions of the Condominium Documents upon 7 days written notice to such Owner of the Association's intent to do so. A Owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as the default continues; provided, that this provision shall not operate to deprive any Owner of ingress and egress to and from the Owner's Unit.

(d) Application of Payments. Money received by the Association in payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such assessments; and third, to installments of assessments in default in order of their due dates.

Section 6. TAXES, INSURANCE AND REPAIR

6.1 Real Property Taxes. Real property taxes and assessments shall be levied against the individual Units and not against the Property of the Project. Taxes and assessments which become a lien against the Property in the year in which the Project was established shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which a vacation of the Project occurs shall be assessed only against the individual Units. For tax and special assessment purposes no Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other whole or partial Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made, whether the Unit is owned by an individual or multiple Owners. Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments.

6.2 Insurance Coverage. The Association shall be appointed as attorney-in-fact for each Owner to act on insurance matters and shall be required to obtain and maintain, to the extent applicable and appropriate, if feasible: casualty insurance with extended coverage, vandalism and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance pertinent to the ownership, use and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Owners and the mortgagees, as their interests may appear. Such insurance, other than title insurance, shall be carried and administered according to the following provisions:

(a) **Owner Responsibilities.** Each Owner will be responsible for obtaining casualty insurance coverage at the Owner's expense with respect to the residence and all other improvements constructed or located within the perimeters of the Owner's Unit, and for the Limited Common Elements appurtenant to the Owner's Unit. It shall also be each Owner's responsibility to obtain insurance coverage for the Owner's personal property located within the Owner's Unit or elsewhere on the Condominium, for personal liability for occurrences within the Owner's Unit or on the Limited Common Elements appurtenant to the Owner's Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Owner's residence. All insurance carried by the Association or any Owner shall contain provisions permitting the waiver of the right of subrogation as to any claims against any Owner or the Association for insured losses.

(b) **Common Element Insurance.** The General Common Elements of the Project shall be insured by the Association against casualties covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board of Directors. The Association shall not be responsible in any way for maintaining insurance with respect to the Limited Common Elements, the Units themselves or any improvements located within the Units.

(c) **Fidelity Insurance.** The Association may obtain, if desired, fidelity coverage to protect against dishonest acts by its officers, directors, employees and all others who are responsible for handling funds of the Association.

(d) **Power of Attorney.** The Board of Directors is irrevocably appointed as the agent for each Owner, each mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium or the Property, to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon the payment of claims.

(e) **Indemnification.** Each individual Owner shall indemnify and hold harmless every other Owner and the Association for all damages, costs and judgments, including actual attorneys' fees, which any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual Owner's Unit or appurtenant Limited Common Elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Owner, the Declarant or the Association, which rights are waived.

(f) **Premium Expenses.** Except as otherwise provided, all premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

6.3 Reconstruction and Repair. If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision as to whether or not it will be reconstructed or repaired will be made in the following manner:

(a) **General Common Elements.** If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt unless 75% or more of the Owners in the Project agree to the contrary. Provided, that if the damaged property is a common roadway and is the sole means of ingress and egress to one or more Units in the Project, it will be repaired or rebuilt unless the 100% of the Owners agree not to repair or rebuild the road.

(b) **Limited Common Elements and Improvements.** If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, the Owner of the affected 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 the property, and the Owner shall be responsible for the cost of any reconstruction or repair that the Owner elects to make. The Owner shall in any event remove all debris and restore the Unit and its improvements to a clean and sightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

(c) **Reconstruction Standards.** Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications, unless prior written approval for changes is obtained from the Board of Directors.

(d) **Procedure and Timing.** Immediately after the occurrence of a casualty causing damage which is to be reconstructed or repaired by the Association, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to cover the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair the funds for the payment of such costs by the Association are insufficient, assessment shall be levied against all Owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require the replacement of mature trees and vegetation with equivalent trees or vegetation.

6.4 Eminent Domain. The following provisions will control upon any taking by eminent domain:

(a) **Condominium Units.** In the event of the taking of all or any portion of a Condominium Unit or any improvements located within the perimeters of a Unit, the award for such taking shall be paid to the Owner of the Unit and any mortgagee, as their interests may appear. If a Owner's entire Unit is taken by eminent domain, such Owner and any mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Project.

(b) **Common Elements.** In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use and/or distribution to its members. The affirmative vote of 75% or more of the Owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as the Owners deem appropriate.

(c) **Amendment to Master Deed.** In the event the Project continues after the taking by eminent domain, the remaining portion of the Project shall be resurveyed and the Master Deed amended accordingly and, if any Unit shall have been taken, Section 5 of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Owners based upon the continuing total value of the Condominium of 100%. The amendment may be completed by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Owner.

(d) **Notice to Mortgagees.** In the event any Unit in the Condominium, the Common Elements or any portion of them is made the subject matter of an eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each holder of a publicly recorded mortgage lien on any of the Units in the Condominium.

(e) **Inconsistent Provisions.** To the extent not inconsistent with the provisions of this section, Section 133 of the Act shall control upon any taking by eminent domain.

Section 7. CONSTRUCTION REQUIREMENTS

7.1 Design Standards. Design standards for Units in the Project are set forth in this Section. Design standards promote quality, value and stability for Unit Owners. The standards in this Section are intended to promote consistency of architecture and landscape design and to enhance and preserve real estate values. The Board of Directors will review any changes in site plan or livable space which will increase the size of the Unit. Each of the 8 existing residences and any attendant structures are deemed to be approved in their existing condition as of the date of recording of the Master Deed. Any renovation, rebuilding or remodeling of those cottages and any attendant structures shall be subject to the requirements stated in this Section.

7.2 Review Committee. The Board of Directors will be the architectural review committee (the "**Review Committee**"). The mission of the Review Committee is to ensure that all plans submitted for review and all subsequent exterior changes or modifications, meet the criteria established in the design standards. The design standards for the Project are intended to provide a compatible neighborhood image.

7.3 Architectural Review. No residence, structure or other improvements shall be constructed within a Unit or elsewhere on the Property, nor shall any exterior modification be made to any existing residence, structure or improvement, unless plans and specifications containing such detail as the Review Committee may reasonably require have first been approved in writing by the Review Committee. The Review Committee shall have the right to refuse to approve any plans and specifications, color or material applications, grading or landscaping plans, or building location plans which are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such plans and specifications the Review Committee shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site on which it is proposed to be constructed, the proposed location of any improvement within the Unit, the location of structures within adjoining Units and the degree of harmony with the Condominium as a whole. A majority vote is needed to obtain approval. The interior of each of the 8 existing cottages will not be subject to Review Committee approval.

7.4 Codes and Ordinances. In addition to the construction requirements contained in this Section, all buildings and other structures must comply with applicable building, mechanical, electrical and plumbing codes of the applicable jurisdictions in effect at the time the building or structure is erected.

7.5 Time for Construction. At the time of submitting the name of a proposed residential builder for approval, a date for commencement of construction (which shall not be more than 1 year after the date of approval) must be agreed upon and approved by the Review Committee. Once construction has started, work on the building must be diligently pursued and completed within a maximum of 12 months from the date of commencement; provided, that the Committee may extend the time for either commencement and/or completion when, in its opinion, conditions warrant an extension.

7.6 Harmonious Development. The purpose of Section 7 is to assure the continued

maintenance of the Condominium as an attractive and harmonious residential development, and its provisions shall be binding upon both the Association and upon all Owners in the Project.

7.7 Permitted Variance. The Review Committee may, upon a showing of practical difficulty or other good cause, grant variances from the requirements of this Section, but only to the extent and in such a manner as do not violate the spirit and intent of the requirements.

Section 8. USE AND OCCUPANCY RESTRICTIONS

8.1 Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single family residence and purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, which do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood, are permitted as incidental to primary residential use. No building intended for other business uses, and no apartment house, rooming house, day care facility, foster care residence or other commercial and/or multiple-family dwelling of any kind shall be erected, placed or permitted on any Unit.

8.2 Home Occupations. To be permitted as a "home occupation", there must be: (i) no sign or display which indicates from the exterior that the residence is being utilized for any purpose other than that of a single family dwelling; (ii) no goods or commodities shall be kept for viewing and/or sale upon the Unit or within the Project; and (iii) no mechanical or electrical equipment is used, other than personal computers and other office type equipment. In no event shall any barber shop, styling salon, beauty parlor, tea room, day care center, animal hospital, or any other form of animal care and/or treatment such as dog trimming, be considered as a home occupation.

8.3 Common Areas. The Common Elements shall be used only by the Owners of Units in the Condominium and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, that any parking areas or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Owner, and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date which affects all or any part of the Common Elements.

8.4 Use and Occupancy Restrictions. In addition to the general requirements of Sections 8.1 and 8.2, the use of the Project and its Common Elements by any Owner shall be subject to the following specific restrictions:

(a) Exterior Changes. No Owner shall make any additions, alterations, or modifications to any of the Common Elements, nor make any changes to the exterior appearance of the building or other exterior improvements located within the perimeters

of the Owner's Unit without prior approval of the Review Committee. A change in the color of a residence is included within the meaning of a change in exterior appearance.

(b) Unit Rental. No portion of a Unit may be rented and no transient tenants may be accommodated in any building; provided, that this restriction shall not prevent the rental or sublease of an entire Unit together with its appurtenant Limited Common Elements for residential purposes in the manner permitted by these Bylaws.

(c) Nuisances. No nuisances shall be permitted on the Property nor shall any use or practice be permitted which is a source of annoyance to, or which unreasonably interferes with the peaceful possession or proper use of the Project by its residents. No Unit shall be used in whole or in part for the storage of rubbish or trash, nor for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors, or that will cause excessive noise which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Units.

(d) Prohibited Uses. No unlawful use shall be conducted on the Property.

(e) Signs. No signs or other advertising devices (other than one professionally made unlit sign, or a sign of substantially the same quality and appearance, advertising a unit for sale, which is not larger than 4 square feet in size), shall be displayed from any residence or on any Unit which are visible from the exterior of the Unit or from the Common Elements without written permission from the Association.

(f) Personal Property. No Owner shall display, hang or store any clothing, sheets, blankets, laundry or other articles of personal property outside a residence or ancillary building. This restriction shall not be construed to prohibit a Owner from placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on a patio, deck or balcony of a Unit.

(g) Firearms and Weapons. No Owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of the Owner's family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, illegal fireworks or other dangerous weapons, projectiles or devices anywhere on or about the Property.

(h) Pets and Animals. No animals or birds may be kept except for common household pets. No exotic, savage or dangerous animal shall be kept on the Property and no animal may be kept or bred for commercial purposes. Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time, and must at all times be kept under care and control so as not to be obnoxious on account of noise, odor or unsanitary conditions. Permitted animals shall be permitted to run loose upon the General Common Elements, so long as such animal is kept in control by its owner and the owner of the pet shall be responsible for cleaning up after it.

(i) Trash Containers and Pick Up. All trash shall be placed in approved containers designed for this purpose and kept in a manner that minimizes access by

roaming animals. Except for the short period of time reasonably necessary to permit collection, trash containers should be stored in a manner and place that is not unsightly.

(j) Garages. The Board of Directors shall assign to each Unit a 1/4 use of one of the two garages. The garages are General Common Elements and as such, shall be maintained and repaired by the Association, except for, however, the interior of each of the two garages which shall be maintained by each 1/4 interest Owner.

(k) Sheds. The Board of Directors shall assign to a Unit or Units the right to use one of the sheds in the Project to be a Limited Common Element of that Unit or Units. To the extent the shed is shared between two Units it shall be a Limited Common Element appurtenant to both Units. The storage shed by the garages is a General Common Element of the Condominium used and maintained by the Association.

(l) Use of Common Elements. The General Common Elements shall not be used for the storage of machinery, equipment, construction vehicles, supplies or personal property (except for such short periods of time as may be reasonably necessary to permit the placement of trash for collection the next day and for the storage of personal boats, trailers and related personal property used by the Owners as a natural part of living on a lake). No Owner shall in any way restrict access to any utility line or other area that must be accessible to service the Common Elements or which affects an Association responsibility in any way. In general, no activity shall be carried on nor condition maintained by any Owner either in the Owner's Unit or upon the Common Elements which despoils the appearance of the Condominium.

(m) Application of Restrictions. Unless arbitration is elected pursuant to these Bylaws, a dispute or question as to whether a violation of any specific regulation or restriction contained in this Section has occurred shall be submitted to the Board of Directors of the Association which shall conduct a hearing and render a decision in writing, which decision shall be binding upon all owners and other parties having an interest in the Project.

8.5 Zoning Compliance. In addition to the restrictions contained in Section 8, the use of any Unit or structure located on the Property must satisfy the requirements of the zoning ordinances of the municipality in which the Project is located in effect at the time of the contemplated use, unless a variance for such use is obtained from any unit of government with jurisdiction over the use of the Unit and Property.

8.6 Rules of Conduct. Additional rules and regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of Units and Common Elements, may be promulgated and amended by the Board. Copies of such rules and regulations must be furnished by the Board to each Owner at least 10 days prior to their effective date, and may be revoked at any time by the affirmative vote of a majority of the Board of Directors.

8.7 Owner Enforcement. An aggrieved Owner will also be entitled to compel enforcement of the Condominium Documents by action for injunctive relief and/or damages against the Association, its officers or another Owner in the Project.

Section 9. MORTGAGES

9.1 Notice to Association. Any Owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (referenced in this Section as the "Mortgagees"), and the Association will maintain such information.

9.2 Insurance. Upon request the Association shall notify each of the Mortgagees of the name of any company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief, with the amounts of the coverage.

9.3 Rights of Mortgagees. Except as otherwise required by applicable law or regulations, a Mortgagee of a Unit will be granted the right to: (i) inspect the books and records relating to the Project upon reasonable notice; (ii) receive a copy of the annual financial statement which is distributed to Owners; (iii) notice of any default under the Condominium Documents by its mortgagor in the performance of the mortgagor's obligations which is not cured within 30 days; and (iv) notice of all meetings of the Association and its right to designate a representative to attend the meetings.

Section 10. LEASES

10.1 Notice of Lease. A Owner intending to lease a Unit, shall disclose that fact in writing to the Association at least 10 days before entering into a lease with a prospective tenant and, at the same time, shall supply the Association with a copy of the lease form. No Unit shall be leased for a period of less than 90 days without the prior written consent of the Association.

10.2 Terms of Lease. All occupants of a Unit shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must require such compliance. The form lease agreement shall provide for an informational meeting between the Lessee and all available Association members within 10 days of the signing of a lease and shall give the Lessee 24 hours after such meeting to void the lease agreement if they so choose. The intent of this informational meeting is to insure that anyone desiring to live within the Condominium is fully apprised of the Association's rules and philosophies.

10.3 Remedies of Association. If the Association determines that any non Owner occupant has failed to comply with any conditions of the Condominium Documents, the Association may take the following action:

(a) **Notice.** The Association shall notify the Owner by certified mail advising of the alleged violation by the non Owner occupant.

(b) **Investigation.** The Owner will have 15 days after receipt of the notice to investigate and correct the alleged breach by the non Owner occupant or to advise the Association that a violation has not occurred.

(c) **Legal Action.** If, after 15 days the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the non Owner occupant and a simultaneous action for money damages (in the

same or in a separate action) against the Owner and non Owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this Section may be by summary proceeding. The Association may hold both the tenant and the Owner liable for any damages to the Common Elements caused by the Owner or non Owner occupant in connection with the Unit or the Project.

10.4 Liability for Assessments. If a Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a non Owner occupant occupying the Owner's Unit under a lease or rental agreement and the non Owner occupant, after receiving such notice, shall deduct from rental payments due the Owner the full arrearage and future assessments as they fall due and pay them to the Association. Such deductions shall not be a breach of the lease agreement by the non Owner occupant.

Section 11. TRANSFER OF UNITS

11.1 Unrestricted Transfers. An individual Owner may, without restriction under these Bylaws, sell, give, devise or otherwise transfer the Owner's Unit, or any interest in the Unit.

11.2 Notice to Association. Whenever a Owner shall sell, give, devise or otherwise transfer the Owner's Unit, or any interest in the Unit, the Owner shall give written notice to the Association within 5 days after consummating the transfer. Such notice shall be accompanied by documents evidencing the title or interest transferred.

Section 12. ARBITRATION

12.1 Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws or other Condominium Documents, and any disputes, claims or grievances arising among or between Owners or between such Owners and the Association may, upon the election and written consent of the parties to the dispute, claim or grievance, and written notice to the Association, be submitted to arbitration and the parties shall accept the arbitrator's decision and/or award as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time, shall be applicable to all such arbitrations.

Section 13. OTHER PROVISIONS

13.1 Definitions. All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which the Bylaws are attached, or as defined in the Act.

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

13.3 Notices. Notices provided for in the Act, Master Deed or Bylaws shall be in writing, and shall be addressed to the Association at its registered office in the State of Michigan,

and to any Owner at the address contained in the deed of conveyance, or at such other address as may subsequently be provided. The Association may designate a different address for notices to it by giving written notice of such change of address to all Owners. Any Owner may designate a different address for notices by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

13.4 Amendment. These Bylaws may be amended, altered, changed, added to or repealed only in the manner prescribed by Section 9 of the Master Deed.

13.5 Conflicting Provisions. In the event of a conflict between the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of a conflict between the provisions of any one or more of the Condominium Documents themselves, the following order of priority shall be applied and the provisions of the document having the highest priority shall govern:

- (1) the Master Deed, including the Condominium Subdivision Plan (but excluding these Bylaws);
- (2) these Condominium Bylaws;
- (3) the Articles of Incorporation of the Association;
- (4) the Association Bylaws;
- (5) the Rules and Regulations of the Association; and
- (6) the Disclosure Statement.

880398_4.DOC

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 344
EXHIBIT B TO THE MASTER DEED OF

THE SCHAEFER CLUB CONDOMINIUM

HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

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

PROPRIETOR
THE SCHAEFER CLUB, INC.
1439 DIVISION DR.
HARTLAND, MI 48353

SURVEYOR
LEDY SURVEY GROUP
3135 PINE TREE ROAD, SUITE C
LANSING, MI 48911

- SHEET INDEX**
- 1. COVER SHEET
 - 2. SURVEY PLAN
 - 3. SITE PLAN
 - 4. UTILITY PLAN

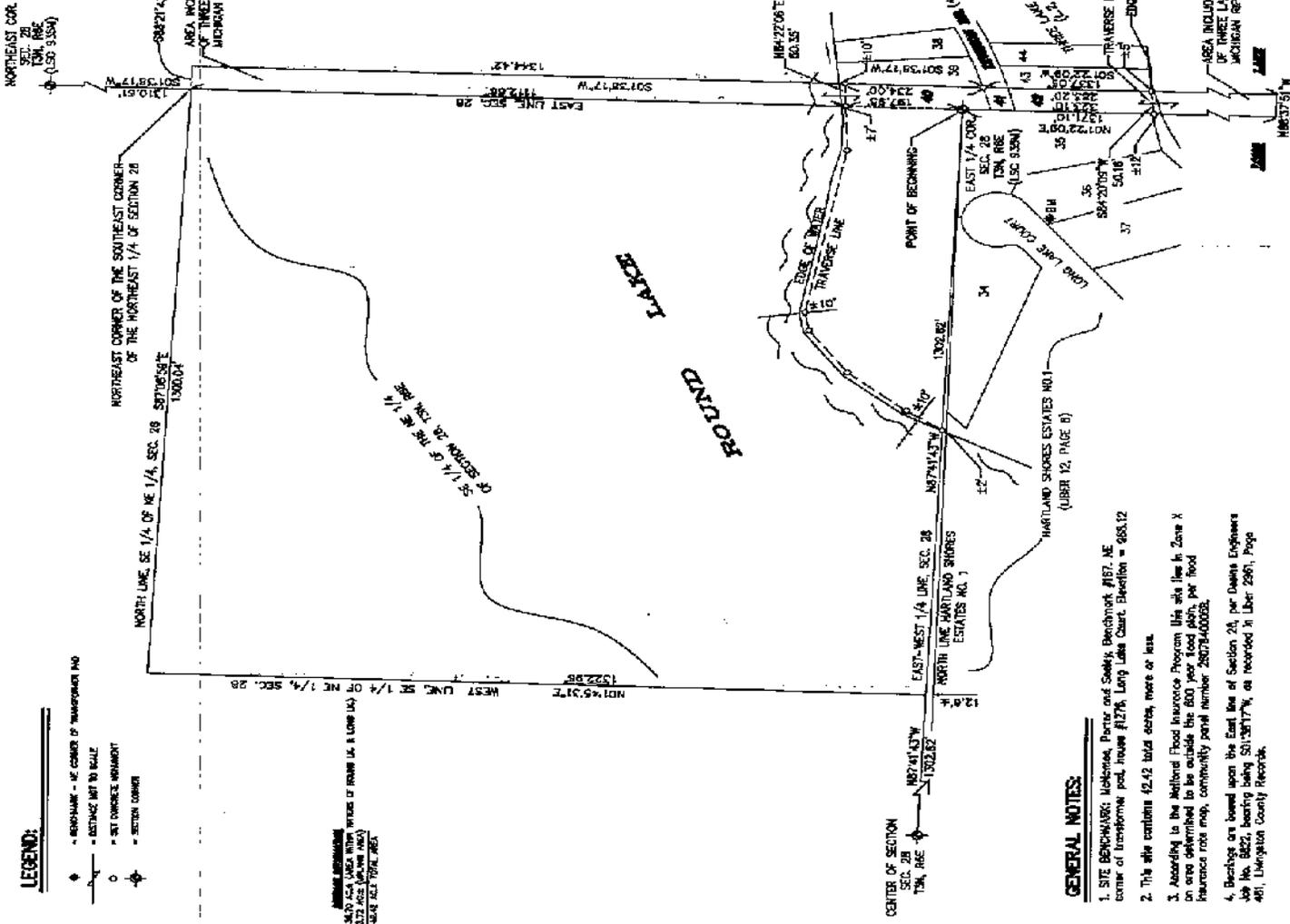
LEGAL DESCRIPTION

The Southeast 1/4 of the Northeast 1/4 of Section 28, Town 3 North, Range 8 East, Hartland Township, Livingston County, Michigan. Also Lots 40, 41 and 42 of Three Lakes Subdivision, a subdivision of part of the West 1/2 of the Northwest 1/4, the Northwest 1/4 of the Southwest 1/4 and a part of the Northeast 1/4 of the Northwest 1/4 of Section 27, Town 3 North, Range 8 East, Hartland Township, Livingston County, Michigan as recorded in Liber 2, Page 78, Livingston County Records, being further described as: Beginning at the East 1/4 corner of Section 28, Town 3 North, Range 8 East (15C 935M); thence N87°41'43"W, 1302.62 feet along the East-West 1/4 line of Section 28 to the West line of the Southeast 1/4 of the Northeast 1/4 of Section 28; thence N01°45'31"E, 1322.95 feet along said West line to the North line of Southeast 1/4 of the Northeast 1/4 of Section 28; thence S87°08'59"E, 1300.04 feet along said North line to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 28; thence S88°21'43"E, 500.00 feet; thence S01°38'17"W, 1344.42 feet parallel with the East line of Section 28 to the Southeast corner of Lot 40 of Three Lakes Subdivision; thence S01°22'09"W, 1337.06 feet along the East line of Lots 41 and 42 of Three Lakes Subdivision and the Southern extension thereof; thence N88°37'51"W, 49.78 feet; thence N01°22'09"E, 1371.10 feet along the West line of Lots 40, 41 and 42 and the Southern extension thereof to the point of beginning. Containing 42.42 acres, more or less. Subject to any assessments or restrictions of use or record.



LEDY SURVEY GROUP
3135 PINE TREE ROAD
SUITE C
LANSING, MI 48911
PH# (517) 383-2802
FAX (517) 383-2808

AS-BUILT 04-18-04 SHEET 1



LEGEND:

- ◆ BENCHMARK - NE CORNER OF TRANSVERSE LANE
- DISTANCE, MET TO SCALE
- SET CONCRETE MONUMENT
- SECTION CORNER

ADDITIONAL INFORMATION:
 34.70 ACRES AREA WITHIN WILDS OF FRANKLIN & LINDA (USG 0354)
 172 ACRES (ADJACENT AREA)
 SEE ALSO TYPICAL PLAN

GENERAL NOTES:

1. SITE BENCHMARK: Michigan, Perimeter and Society Benchmark #187, NE corner of transformer post, house #1274, Ledy Lakes Court, Elevation = 488.12
2. This site contains 42.42 total acres, more or less.
3. According to the National Flood Insurance Program file with file in Zone X on area determined to be outside the 600 year flood zone, per flood insurance rate map, community panel number 28070-00028.
4. Benchmarks are based upon the East line of Section 28, per Duane Engineers Job No. 5622, bearing being S01°30'17" W, as recorded in Liber 2965, Page 481, Livingston County Records.

SURVEY PLAN THE SCHAEFER CLUB CONDOMINIUM

SURVEYOR'S CERTIFICATE

I, DOUGLAS X. RICHARDSON, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 344, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS AS SURVEY ON THE GROUND MADE UNDER MY DIRECTION, AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS SHALL BE LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED OR BEFORE APRIL 19, 2005.

THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

THAT THE BENCHMARKS, AS SHOWN ARE NOTED ON THE SURVEY PLANS AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

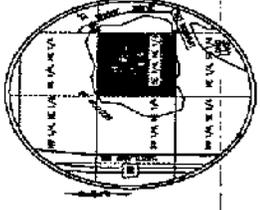


DOUGLAS X. RICHARDSON, P.S. 31083
 LEDY SURVEY GROUP
 3135 PINE TREE ROAD, SUITE C
 LANSING, MI 48911

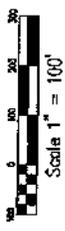
DATE: 9-14-2004
 JOB NO. 002180

LEDY SURVEY GROUP
 3135 PINE TREE ROAD
 SUITE C
 LANSING, MI 48911
 PH: (917) 963-2902
 FAX: (917) 963-2908

AS-BUILT 4-10-04 **SHEET 2**
 103-2180



LOCATION MAP
 NOT TO SCALE



GENERAL NOTES:

1. SITE BENCHMARK: Michigan, Porter and Seelye, Benchmark #177, NE corner of Transformer Pad, house #1770, Long Lake Court. Elevation = 308.12
2. This site contains 42.42 total acres.
3. According to the National Flood Insurance Program this site lies in Zone X on a site determined to be outside the 500 year flood plain, per flood insurance rate map, community panel number 2607140000B.
4. Benchmarks are based upon the East line of Section 23, per Deane Engineers Job No. 8322, bearing being S01°38'17"W, as recorded in Liber 2881, Page 481, Livingston County Records.

LEGEND:

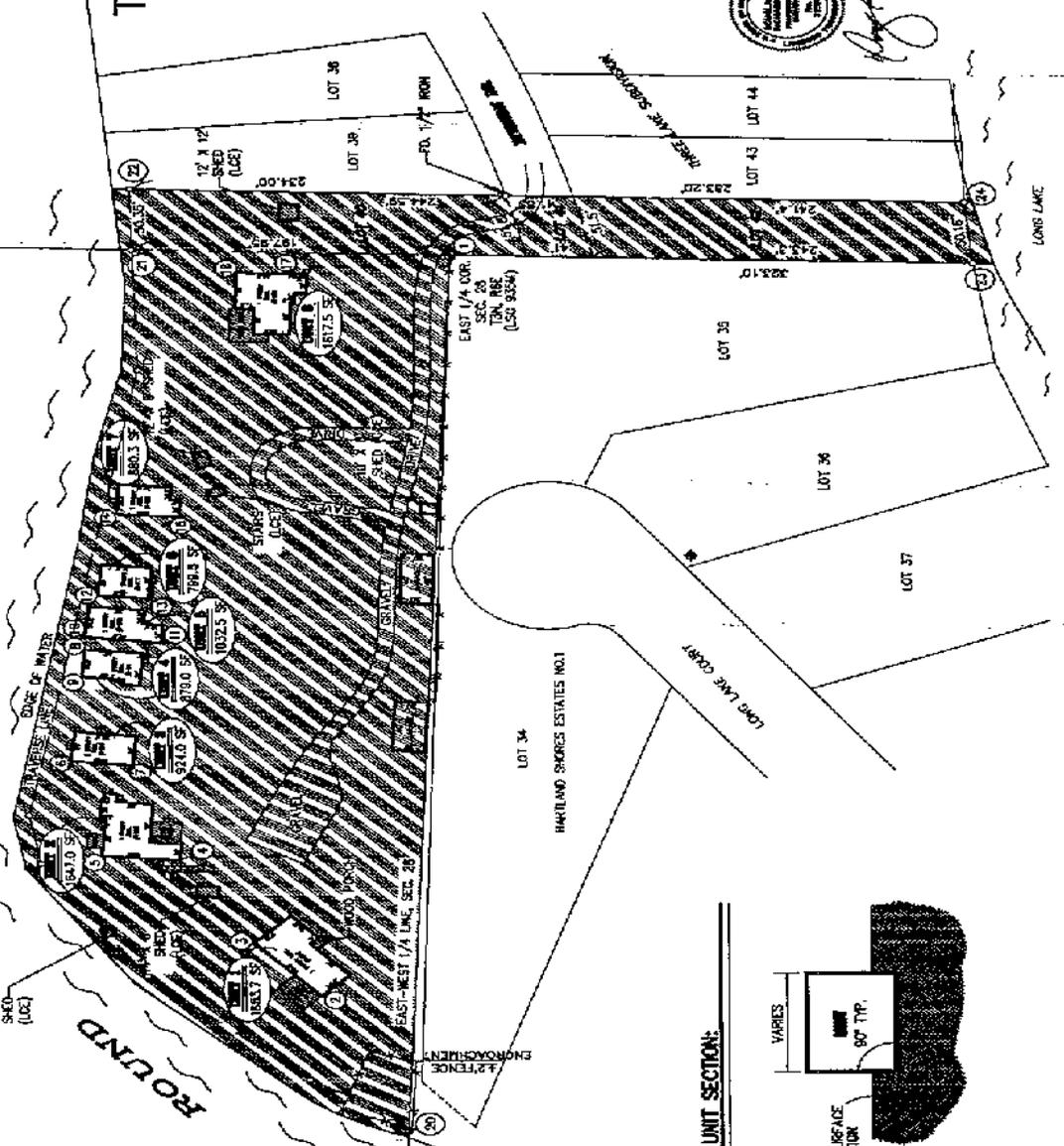
- = COORDINATE POINT
- ⊕ = BENCHMARK = NE CORNER OF TRANSFORMER PAD
- = DISTANCE NOT TO SCALE
- ⊙ = SECTION CORNER
- ⊙ = SET CONCRETE MONUMENT
- ▨ = LIMITED DOMAINS ELEMENT (LDE)
- ▨ = GENERAL COMMON ELEMENT (GCE)



ORIGIN MAP NOT TO SCALE

SITE PLAN

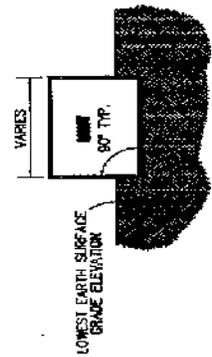
THE SCHAEFER CLUB CONDOMINIUM



SCHEDULE OF COORDINATES

COORD. PT.	NORTHING	EASTING
1	987.134	793.583
2	331.051	727.407
3	527.642	783.428
4	537.003	735.059
5	545.558	730.783
6	543.263	736.010
7	535.997	732.640
8	545.314	747.005
9	542.343	745.781
10	542.131	747.232
11	577.264	742.216
12	541.119	763.658
13	535.757	787.626
14	545.658	798.199
15	538.424	794.177
16	533.541	782.186
17	523.427	779.285
18	525.730	783.751
19	533.055	781.240
20	536.101	781.249
21	487.129	782.759
22	437.676	743.702

TYPICAL UNIT SECTION:



LEDY SURVEY GROUP
 3135 PINE TREE ROAD
 SUITE C
 LANSING, MI 48211
 PH: (517) 363-2902
 FAX: (517) 363-2906

AS-BUILT 4-18-04 **SHEET 3**

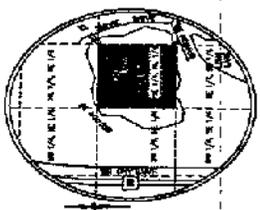


GENERAL NOTES:

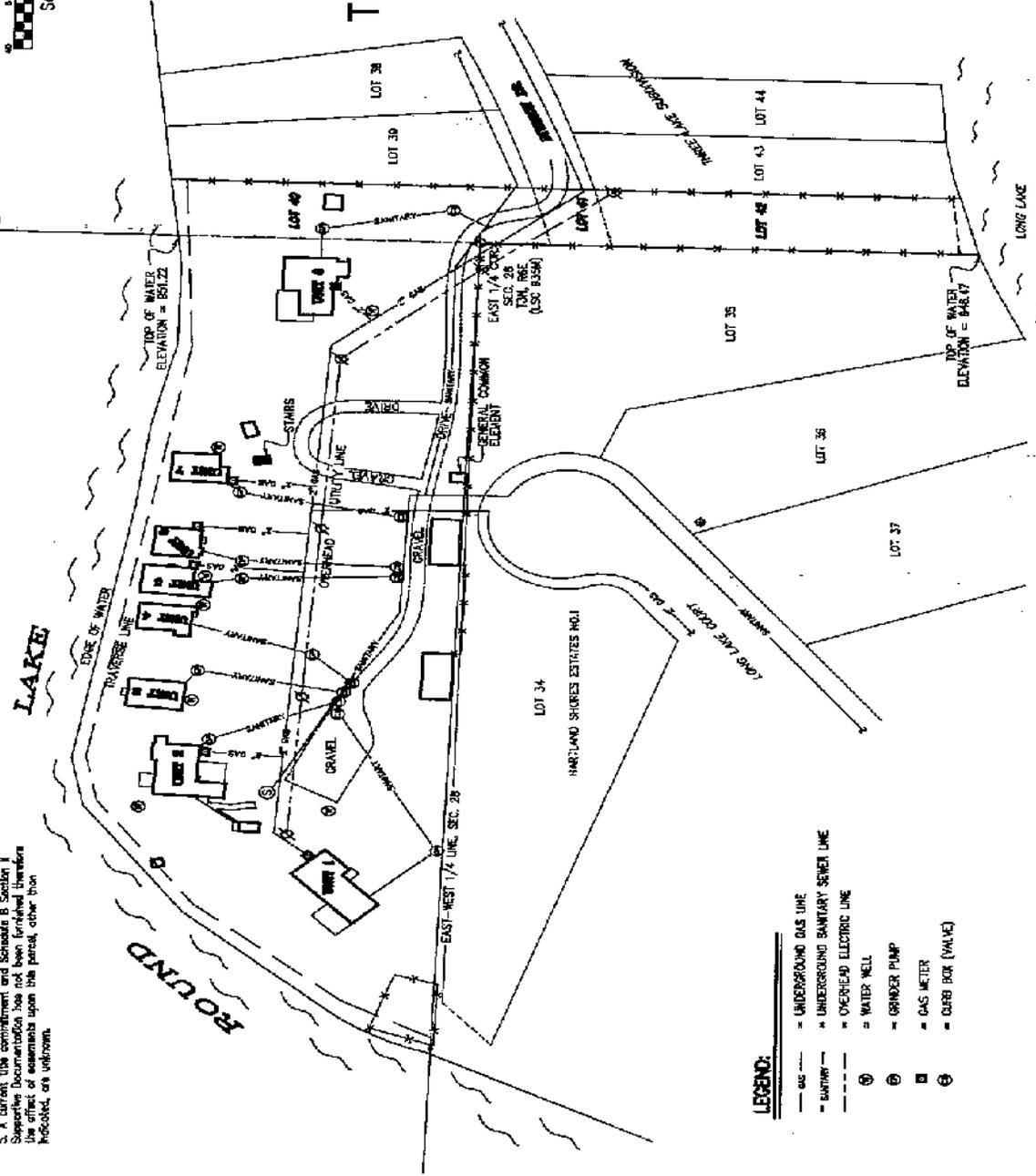
1. SITE BENCHMARK: Jefferson, Fortis and Seely, Benchmark #107. NE corner of transformer pad, house #1278, Long Lake Court. Elevation = 908.12
2. This site contains 42.42 total acres.
3. According to the National Flood Insurance Program, the site lies in Zone II, an area of minimal flooding per flood insurance risk map, community panel number 280794035B.
4. Elevation is based upon the East line of Section 28, per Ordinance Engineer Job No. 6822, bearing 161° 57' 37" W.
5. A current title commitment and Schedule B Section 1 Supplemental Documentation has not been furnished. Therefore the effect of easements upon this parcel, other than indicated, are unknown.

UTILITY PROVIDER INFORMATION

1. SANITARY SEWER SERVICE PROVIDED BY HARTLAND TOWNSHIP
2. GAS SERVICE PROVIDED BY CONSUMERS ENERGY
3. NO PUBLIC STORM IS SERVED TO THIS SITE
4. ELECTRIC SERVICE PROVIDED BY THE FIRST ENERGY COMPANY'S DISCRETION.
5. TELEPHONE AND CABLE SERVICE VARIES DEPENDING ON OWNERS DISCRETION.



**UTILITY PLAN
THE SCHAEFER CLUB
CONDOMINIUM**



LEGEND:

- GAS LINE
- UNDERGROUND GAS LINE
- SANITARY
- UNDERGROUND SANITARY SEWER LINE
- OVERHEAD ELECTRIC LINE
- ⊕ WATER WELL
- ⊕ GRINDER PUMP
- ⊕ GAS METER
- ⊕ GAS BOX (VALVE)



Handwritten signature

LEIDY SURVEY GROUP
 3135 PINE TREE ROAD
 SUITE C
 LANSING, MI 48911
 P.O. # (517) 363-2662
 FAX (517) 363-2508
 LEIDY SURVEY GROUP
 AS-BUILT 4-18-04 SHEET 4
 03/2/05

EXHIBIT C

AFFIDAVIT OF MAILING

**NOTICE OF INTENT
TO ESTABLISH CONDOMINIUM PROJECT**

STATE OF MICHIGAN)
)
COUNTY OF KENT)

Lisa M. Foster, states that on October 9, 2004, she served copies of a Notice of Intent with regard to The Schaefer Club Condominium Project upon the following persons at the addresses listed below by mailing them the Notice of Intent by United States mail, certified mail, return receipt requested, first class postage fully prepaid:

Michigan Dept. of Environmental Quality
Environmental Health Section
Water Division
P.O. Box 30630
Lansing, Michigan 48909-8130

Livingston County Drain Commissioner
2300 East Grand River
Howell, MI 48843

Michigan Department of Transportation
Bureau of Highway Operations, Designs Div.
P.O. Box 30050
Lansing, MI 48909

Livingston County Road Commission
3535 Grand Oaks Dr.
Howell, MI 48843

Township of Hartland
3191 Hartland Rd.
Hartland, MI 48353

Lisa M. Foster

Lisa M. Foster

Subscribed and sworn to before me on July 19, 2005

Sherrill D. Helms

Notary Public, _____ County, Michigan
My commission expires: _____
Acting in the County of _____

SHERRILL D. HELMS
Notary Public, State of Michigan
County of Kent
My Commission Expires: June 14, 2011
Acting in the County of Kent