

SPRING



ARBOR

Purchaser Information Booklet

**MASTER DEED
SPRING ARBOR**

This Master Deed is made and executed on this _____ day of _____, 2001, by Mavant Homes, Inc., a Michigan corporation, hereinafter referred to as "Developer", whose post office address is 6303 Twenty Six Mile Road, Suite 200, Washington, Michigan 48094, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Spring Arbor as a Condominium Project under the Act and does declare that Spring Arbor (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

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

ARTICLE II

LEGAL DESCRIPTION

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

PARCEL "A"

Part of the Southeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of Section 25, T.3N., R.12E., Shelby Township, Macomb County, Michigan, being more particularly described as follows: Beginning at a point which is $N00^{\circ}15'18''W$ 60.01 ft. along the North-South $\frac{1}{4}$ line of said Section 25 from the South $\frac{1}{4}$ corner of said Section 25, T.3N., R.12E.; thence continuing $N00^{\circ}15'18''W$ 1608.76 ft. along said North-South $\frac{1}{4}$ line of said Section 25, also being (in part) the East line of "Wayford Manor Subdivision No. 2" (Liber 128 of Plats, Pages 9, 10 and 11, Macomb County Records); thence $S88^{\circ}38'54''W$ 100.02 ft.; thence $N00^{\circ}15'18''W$ 673.75 ft. along the East line of "Raven's Pointe II" Condominium (Liber 9833, Pages 650-659, Macomb County Condominium Plan No. 679, Macomb County Records); thence $N88^{\circ}21'38''E$ 100.03 ft. along the South line of "Fox Chase Creek Subdivision" (Liber 104 of Plats, Pages 33 through 38, inclusive, Macomb County Records); thence $N00^{\circ}15'18''W$ 334.80 ft. along the said North-South $\frac{1}{4}$ line of said Section 25, also being the East line of said "Fox Chase Creek Subdivision" to the Centerpost of said Section 25, T.3N., R.12E.; thence $N88^{\circ}19'10''E$ 134.04 ft. along the East-West $\frac{1}{4}$ line of said Section 25, also being the South line of "Victoria Subdivision No. 1" (Liber 89 of Plats, Pages 14, 15 and 16, Macomb County Records); thence the following five (5) courses along the Westerly Right-of-Way line of Milonas Drive (86 ft. R.O.W.): $S00^{\circ}15'18''E$ 1657.18 ft. and Southerly 145.45 ft. along the arc of a curve to the left (Radius of 393.00 ft., central angle of $21^{\circ}12'18''$, long chord bears $S10^{\circ}51'27''E$ 144.62 ft.) and $S21^{\circ}27'36''E$ 134.38 ft. and Southerly 113.62 ft. along the arc of a curve to the right (Radius of 307.00, central angle of $21^{\circ}12'18''$, long chord bears $S10^{\circ}51'27''E$ 112.97 ft.) and $S00^{\circ}15'18''E$ 581.94 ft.; thence

S88°51'37"W 230.03 ft. along the North Right-of-Way line of 21 Mile Road (1/2 60 ft. R.O.W.) to the point of beginning.

PARCEL "B"

Part of the Southeast 1/4 of Section 25, T.3N., R.12E., Shelby Township, Macomb County, Michigan, being more particularly described as follows: Beginning at a point which is S88°51'37"W 1983.02 ft. along the South line of said Section 25 and the centerline of 21 Mile Road (1/2 60 ft. R.O.W.) and N00°17'47"W 60.01 ft. from the Southeast corner of said Section 25, T.3N., R.12E.; thence S88°51'37"W 344.76 ft. along the North Right-of-Way line of 21 Mile Road (1/2 60 ft. R.O.W.); thence N00°15'18"W 334.04 ft. along the Easterly Right-of-Way line of Milonas Drive (86 ft. R.O.W.); thence the following eight (8) courses along the Southerly and Easterly Right-of-Way line of Caylee Drive (60 ft. R.O.W.): N89°44'42"E 208.49 ft. and Easterly 34.92 ft. along the arc of a curve to the right (Radius 60.00 ft., central angle of 33°20'47", long chord bears S73°34'54"E 34.43 ft.) and Northeasterly 164.35 ft. along the arc of a curve to the left (Radius of 60.00 ft., central angle of 156°56'42", long chord bears N44°37'08"E 117.58 ft.) and Northerly 35.14 ft. along the arc of a curve to the right (Radius of 60.00 ft., central angle of 33°33'26", long chord bears N17°04'30"W 34.64 ft.) and N00°17'47"W 351.25 ft. and Northerly 146.61 ft. along the arc of a curve to the left (Radius of 280.00 ft., central angle of 30°00'00", long chord bears N15°17'47"W 144.94 ft.) and N30°17'47"W 60.84 ft. and Northwesterly 122.21 ft. along the arc of a curve to the left (Radius of 280.00 ft., central angle of 25°00'25", long chord bears N42°47'59"W 121.24 ft.); thence the following three (3) courses along the Right-of-Way line of Caylee Court (R.O.W. varies): Northeasterly 39.22 ft. along the arc of a curve to the right (Radius of 60.00 ft., central angle of 37°27'00", long chord bears N51°12'04"E 38.52 ft.) and Westerly 275.22 ft. along the arc of a curve to the left (Radius of 60.00 ft., central angle of 262°49'09", long chord bears N61°29'00"W 90.00 ft.) and Southerly 39.22 ft. along the arc of a curve to the right (Radius of 60.00 ft., central angle of 37°27'01", long chord bears S05°49'55"W 38.52 ft.); thence the following two (2) courses along the Northerly Right-of-Way line of Caylee Drive (60 ft. R.O.W.): Westerly 110.40 ft. along the arc of a curve to the left (Radius of 280.00 ft., central angle of 22°35'29", long chord bears N78°57'33"W 109.69 ft.) and S89°44'42"W 99.70 ft.; thence N00°15'18"W 274.20 ft. along the Easterly Right-of-Way line of Milonas Drive (86 ft. R.O.W.); thence the following four (4) courses along the Southerly Right-of-Way line of Willoughby Drive (60 ft. R.O.W.): Easterly 183.82 ft. along the arc of a curve to the left (Radius of 280.00 ft., central angle of 37°36'56", long chord bears N70°56'14"E 180.54 ft.) and N52°07'46"E 66.84 ft. and Easterly 144.27 ft. along the arc of a curve to the right (Radius of 220.00 ft., central angle of 37°34'27", long chord bears N70°55'00"E 141.70 ft.) and N89°42'13"E 81.65 ft.; thence S00°17'47"E 486.36 ft. along (in part) the West line of "Robin's Nest Subdivision 2" (Liber 116 of Plats, Pages 44 through 49, inclusive Macomb County Records) and (in part) the West line of Robin's Nest Subdivision" (Liber 108 of Plats, Pages 48 through 53, inclusive, Macomb County Records); thence the following two (2) courses along the West line of said "Robin's Nest Subdivision": S30°17'47"E 200.00 ft. and S00°17'47"E 661.00 ft.; thence S88°52'03"W 100.01 ft.; thence S00°17'47"E 233.99 ft. to the point of beginning.

PARCEL "C"

Part of the Southeast 1/4 of Section 25, T.3N., R.12E., Shelby Township, Macomb County, Michigan, being more particularly described as follows: Beginning at a point which is S88°51'37"W 1983.02 ft. along the South line of said Section 25 and the centerline of 21 Mile Road (1/2 60 ft. R.O.W.) and N00°17'47"W 60.01 ft. and S88°51'37"W 344.76 ft. along the Northerly Right-of-Way line of 21 Mile Road (1/2 60 ft. R.O.W.) and N00°15'18"W 394.04 ft. along the Easterly Right-of-Way line of Milonas Drive (86 ft. R.O.W.) from the Southeast corner of said Section 25, T.3N., R.12E.; thence continuing the following five (5) courses along the said Easterly Right-of-Way line of Milonas Drive (86 ft. R.O.W.): N00°15'18"W 186.57 ft. and Northerly 145.45 ft. along the arc of a curve to the left (Radius of 393.00 ft., central angle of 21°12'18", long chord bears N10°51'27"W 144.62 ft.) and N21°27'36"W 134.38 ft. and Northerly 113.62 ft. along the arc of a curve to the right (Radius of 307.00 ft., central angle of 21°12'18", long chord bears N10°51'27"W 112.97 ft.) and N00°15'18"W 105.28 ft.; thence the following seven (7) courses along the Right-of-Way line of Caylee Drive (60 ft. R.O.W.): N89°44'42"E 99.70 ft. and Easterly 230.22 ft. along the arc of a curve to the right (Radius of 220.00 ft., central angle of 59°57'31", long chord bears S60°16'33"E 219.86 ft.) and S30°17'47"E 60.84 ft. and Southerly 115.19 ft. along the arc of a curve to the right (Radius of 220.00 ft., central angle of 30°00'00", long chord bears S15°17'47"E 113.88 ft.) and S00°17'47"E 372.79 ft. and Southwesterly 39.29 ft. along the arc of a curve to the right (Radius of 25.00 ft., central angle of 90°02'29", long chord bears S44°43'27"W 35.37 ft.) and S89°44'42"W 229.42 ft. to the point of beginning.

PARCEL "D"

Part of the Southeast 1/4 of Section 25, T.3N., R.12E., Shelby Township, Macomb County, Michigan, being more particularly described as follows: Beginning at a point which is S88°19'10"W 1993.26 ft. along the East-West ¼ line of said Section 25 from the East ¼ corner of said Section 25, T.3N., R.12E.; thence S00°17'47"E 157.70 ft. along the West line of "Robin's Nest Subdivision 2" (Liber 116 of Plats, Pages 44 through 49, inclusive, Macomb County Records); thence the following seven (7) courses along the Northerly Right-of-Way line of Sparrow Drive (60 ft. R.O.W.) and the Westerly Right-of-Way line of Agnew Drive (60 ft. R.O.W.): S89°42'13"W 85.04 ft. and Westerly 24.67 ft. along the arc of a curve to the right (Radius of 60.00 ft., central angle of 23°33'23", long chord bears N78°31'05"W 24.49 ft.) and Southwesterly 143.58 ft. along the arc of a curve to the left (Radius of 60.00 ft., central angle of 137°06'46", long chord bears S44°42'13"W 111.69 ft.) and Southerly 24.67 ft. along the arc of a curve to the right (Radius of 60.00 ft., central angle of 23°33'23", long chord bears S12°04'29"E 24.49 ft.) and S00°17'47"E 688.43 ft. and Southerly 58.66 ft. along the arc of a curve to the left (Radius of 280.00 ft., central angle of 12°00'12", long chord bears S06°17'53"E 58.55 ft.) and S12°17'59"E 38.43 ft.; thence the following three (3) courses along the Northerly Right-of-Way line of Willoughby Drive (60 ft. R.O.W.): Westerly 94.91 ft. along the arc of a curve to the left (Radius of 280.00 ft., central angle of 19°25'13", long chord bears S61°50'23"W 94.45 ft.) and S52°07'46"W 66.84 ft. and Westerly 144.43 ft. along the arc of a curve to the right (Radius of 220.00 ft., central angle of 37°36'56", long chord bears S70°56'14"W 141.85 ft.); thence N00°15'18"W 1159.85 ft. along the Easterly Right-of-Way line of Milonas Drive (86 ft.

R.O.W.); thence N88°19'10"E 438.96 ft. along the said East-West ¼ line of said Section 25, also being the South line of "Victoria Subdivision No. 1" (Liber 89 of Plats, Pages 14 through 16, inclusive, Macomb County Records) to the point of beginning.

PARCEL "E"

Part of the Southeast 1/4 of Section 25, T.3N., R.12E., Shelby Township, Macomb County, Michigan, being more particularly described as follows: Beginning at a point which is S88°19'10"W 1993.26 ft. along the East-West ¼ line of said Section 25 and S00°17'47"E 217.70 ft. along the West line of "Robin's Nest Subdivision 2" (Liber 116 of Plats, Pages 44 through 49, inclusive, Macomb County Records) from the East ¼ corner of said Section 25, T.3N., R.12E.; thence continuing along the West line of said "Robin's Nest Subdivision 2": S00°17'47"E 808.27 ft.; thence the following two (2) courses along the Northerly Right-of-Way line of Willoughby Drive (60 ft. R.O.W.): S89°42'13"W 81.65 ft. and Westerly 28.60 ft. along the arc of a curve to the left (Radius of 280.00 ft., central angle of 05°51'10", long chord bears S86°46'38"W 28.59 ft.); thence the following three (3) courses along the Easterly Right-of-Way line of Agnew Drive (60 ft. R.O.W.): N12°17'59"W 38.43 ft. and Northerly 46.09 ft. along the arc of a curve to the right (Radius of 220.00 ft., central angle of 12°00'12", long chord bears N06°17'53"W 46.01 ft.) and N00°17'47"W 701.39 ft.; thence the following two (2) courses along the Southerly Right-of-Way line of Sparrow Drive (60 ft. R.O.W.): Northeasterly 39.27 ft. along the arc of a curve to the right (Radius of 25.00 ft., central angle of 90°00'00", long chord bears N44°42'13"E 35.36 ft.) and N89°42'13"E 98.00 ft. to the point of beginning.

Excepting therefrom any portion deeded, taken or used for public road purposes, subject to all easements and restrictions of record and all governmental limitations.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Spring Arbor Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Spring Arbor as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 2. **Association.** "Association" means Spring Arbor Association organized under

Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

Section 3. **Bylaws.** "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. **Common Elements.** "Common Elements", where used without modification, means both the General and Limited Common Elements, if any, described in Article IV hereof.

Section 5. **Condominium Documents.** "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. **Condominium Premises.** "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Spring Arbor as described above.

Section 7. **Condominium Project, Condominium or Project.** "Condominium Project", "Condominium" or "Project" means Spring Arbor, a Condominium Project established in conformity with the provisions of the Act.

Section 8. **Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit B hereto.

Section 9. **Co-owner.** "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project and shall include a Land Contract Vendee. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 10. **Development and Sales Period.** "Development and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale.

Section 11. **Developer.** "Developer" means Mavant Homes, Inc., a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 12. **First Annual Meeting.** "First Annual Meeting" means the initial meeting at

which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are sold or (b) mandatorily after the elapse of 54 months from the date of the first Unit conveyance or (c) mandatorily after 75% of all Units which may be created are sold, whichever first occurs.

Section 13. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceeds the votes which may be cast by the Developer.

Section 14. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single Unit in Spring Arbor as the same is described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-Owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

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

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B attached hereto, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. General Common Elements. The General Common Elements are:

(a) **Land.** The land described in Article II hereof, not identified as Limited Common Elements and excluding the portion of the land described in Article V, Section 1 below and in the Condominium Subdivision Plan as constituting the Condominium Units.

(b) **Electrical.** The electrical transmission mains throughout the Project, up to the point of lateral connection for Unit service, together with common lighting for the Project, if any is installed.

(c) **Telephone.** The telephone system throughout the Project up to the point of

lateral connection for Unit service.

(d) **Gas.** The gas mains throughout the Project up to the point of lateral connection for Unit service.

(e) **Water.** The water mains throughout the Project up to the point of lateral connection for Unit service.

(f) **Sanitary Sewer.** The sanitary sewer mains throughout the Project up to the point of lateral connection for Unit service.

(g) **Storm Sewers.** Any storm sewer system which may ultimately be installed in the Condominium.

(h) **Telecommunications.** The telecommunications system, if and when it may be installed, up to the point of lateral connection for Unit service.

(i) **Landscape Easements.** The landscape easements over Units 1 and 94 as depicted on Exhibit B hereto.

(j) **Other.** Such other elements of the Project not herein designated as General or Limited Common Elements, if any, which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Section 2. **Responsibilities.** The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) **Co-owner Responsibilities.**

(i) **Units.** The responsibility for and the costs of maintenance, decoration, repair and replacement of each Unit (including the dwelling and any improvements located thereon) shall be borne by the Co-owner of such Unit; provided, however, that the exterior appearance of such Units, to the extent visible from any other Unit or Common Element on the Project, shall be subject at all times to the approval of the Association based on reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. Each Co-owner shall be responsible for the landscaping and continued maintenance of any area located between Unit and road.

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

to the extent that such expenses are borne by a utility company or a public authority and the Association shall have no responsibility therefor.

(b) Association Responsibilities. The Costs of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary. The Association shall not be responsible for performing any maintenance, any repair or replacement with respect to residences and their appurtenances located within the Condominium Units.

(c) Landscape Areas. The Association shall be responsible for the maintenance, replacement and repair of all improvements located within the Landscape Easements over Units 1 and 94 and all of the General Common Element Landscape Areas ("Landscape Areas") located at the Condominium entrance. In the event that Association shall at any time fail to maintain the Landscape Areas in reasonable condition and order, Shelby Township ("Township") shall serve written notice upon the Association setting forth the manner in which the Association has failed to maintain the Landscape Areas in reasonable condition and order. The notice shall include a demand that deficiencies in the maintenance be cured within thirty (30) days thereof, and notify the Association of the date, time and place of a public hearing before the Township Board or such other boards or body of officials to whom the Township shall delegate such responsibility. Such hearing shall be held within fifteen (15) days of the notice. At such hearing the Township may modify the terms of the original notice of deficiencies in maintenance and may grant an extension of time within which such deficiencies shall be cured. If the deficiencies set forth in the original notice or in the modification thereof, are not cured within said thirty (30) day period or any extensions of time granted at the hearing, the Township, in order to eliminate and cure the deficiencies in the operation and maintenance of the , may enter upon the property and maintain said for a period of one (1) year. The maintenance of the Landscape Areas by the Township shall not constitute a taking of the Landscape Areas nor vest in the public any additional right to use the same.

Within sixty (60) days prior to the expiration of the aforesaid one (1) year period that the Landscape Areas is under the control and jurisdiction of the Township, the Association may request another public hearing be held or the Township may call another public hearing upon reasonable notice to the Association. At such hearing the Association shall show cause why such and maintenance by the Township shall not continue for a succeeding one (1) year period. If the Township shall reasonably determine that the Association is ready, willing and able to maintain the Landscape Areas in reasonable condition and order, the Township shall cease to operate and maintain the Landscape Areas at the end of said year. If the Township shall reasonably determine that the Association is not ready, willing and able to maintain the Landscape Areas during the next succeeding year, then subject to a similar public hearing and determination in each successive year thereafter, the Township may continue to enter upon the property and maintain said Landscape Areas.

Should deficiencies in the maintenance of the Landscape Areas be determined by the Township to constitute an impending danger to health, safety and welfare of the public, or a public

or private nuisance, the Township shall have the right to take immediate correction action and summarily abate such danger or nuisance.

The actual costs and expenditures, including administration expenses and attorney fees, incurred by the Township as a result of its maintenance of the Landscape Areas or the summary abatement of an impending danger or nuisance in relation thereto, shall be at the expense of the Association and such costs and expenditures shall be assessed against the Units in the Condominium and become due, be collected and be returned for non-payment in the same manner and at the same time as ad valorem property tax levies of the Township.

The Township, at its option, shall be subrogated to any rights the Association may have in this Master Deed for the imposition of assessments and the collection thereof in relation to the Landscape Areas.

The maintenance provisions contained in this Article IV shall not be amended in any way without the prior written consent of Shelby Township.

Section 3. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system, if and when constructed, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, if and when constructed, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's and Association's responsibility will be to see to it that telephone, electric, water, sanitary sewer and natural gas mains (but not cable television transmission lines) are installed within reasonable proximity to, but not within, the Units. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any structures and fixtures located within the Units.

Section 4. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. **Description of Units.** Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Spring Arbor as prepared by MCS Associates., Inc., and attached hereto as Exhibit B. Each Unit shall consist of the land located within Unit boundaries as shown on Exhibit B hereto and delineated with heavy outlines together with all appurtenances thereto.

Section 2. **Percentage of Value.** The percentage of value assigned to each Unit is equal. The percentages of value were computed on the basis of comparative characteristics of the Units and concluding that there are not material differences among them insofar as the allocation of the Percentages of Value is concerned. The total value of the Project is precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

ARTICLE VI

CONVERTIBLE AREAS

Section 1. **Designation of Convertible Areas for Modification of Units and Common Elements.** All Units and General Common Elements in the Project are Convertible Areas within which the individual Units may be modified as provided herein.

Section 2. **Developer's Right to Modify Units.** Developer reserves the right, in its sole discretion, during a period ending no later than 6 years from the date of recording this Master Deed, to modify the size or location of individual Units within Convertible Areas.

Section 3. **Compatibility of Improvements.** All improvements, if any, constructed within the Convertible Areas described above shall be reasonably compatible with the structures on the other portion of the Condominium Project. No improvements, other than as above indicated, may be created on the Convertible Areas.

Section 4. **Amendment of Master Deed.** Modifications within this Condominium Project shall be given effect by an appropriate amendment to the Master Deed in the manner provided by law, which amendment shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of

value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the method of original determination of percentages of value for the Project.

Section 5. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VII

EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings and improvements for the continuing maintenance, repair, replacement, enlargement of or tapping into all utilities in the Condominium.

Section 2. Rights Retained by Developer. The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Development and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B thereto, recorded in the Macomb County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing grant of easement or transfer of title

The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Development and Sales Period to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in Spring Arbor. All such right-of-way areas shall be contractible areas which may be withdrawn from the

project at the discretion of the Developer. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B thereto, recorded in the Macomb County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication..

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

Section 4. Association and Developer Easements for Maintenance, Repair and Replacement. The Developer, the Association, all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. While it is intended that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of and decoration of the residence and all other appurtenance and improvements constructed or otherwise located within his Unit, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of his Unit in a proper manner and in accordance with the standards set forth in Article VI of the Bylaws. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any Rules and Regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein, the Association (and/or the Developer during the Development and Sale Period) shall have the right, and all necessary easements in furtherance thereto, (but not the obligation) to take whatever reasonable action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, all at the expense of the Co-owner of the Unit, Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his annual assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without

limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

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

ARTICLE VIII

SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. **By Developer.** Developer reserves the sole right during the Development and Sale Period and without the consent of any other Co-owner or any mortgagee of any Unit to:

(a) **Subdivide Units; Consolidation of Units; Relocation of Boundaries.** Subdivide or re-subdivide any Unit which it owns, consolidate under single ownership two or more Units which are located adjacent to one another, and relocate any boundaries between adjoining Units. Such subdivision or re-subdivision of Units, consolidation of Units and relocation of boundaries of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(b) **Amendments to Effectuate Modification.** In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or

Units resulting from such subdivision shall be separately identified by number and the percentage of value for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the new Condominium Units resulting in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed; provided, however, the percentage of value for all Units in the Project shall remain equal. Such amendment or amendments to the Master Deed shall also contain such further definitions of General Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so subdivided. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purposes of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

ARTICLE IX

AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to said Master Deed) may be amended with the consent of 66-2/3% of the Co-owners except as hereinafter set forth:

Section 1. Co-owner Consent. No Unit dimension may be modified without the consent of the Co-owner of such Unit nor may the nature or extent of Limited Common Elements, if any, or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any Unit to which the same are appurtenant.

Section 2. By Developer. Prior to 1 year after expiration of the Development and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 3. Change in Value of Vote, Maintenance Fee and Percentages of Value. The

value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article V, Section 6(c) of the Bylaws and except as provided in Article VIII hereof.

Section 4. **Mortgagee Approval.** Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-owners, to amend this Master Deed and the Condominium Documents without approval of any mortgagee unless the Amendment would materially alter or change the rights of a mortgagee, in which event 66-2/3% of the mortgagees shall approve such Amendment, giving one vote for each mortgage held.

Section 5. **Termination, Vacation, Revocation or Abandonment.** The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 85% of all Co-owners.

Section 6. **Developer Approval.** During the Development and Sales Period, this Master Deed and Exhibits A and B hereto shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

ARTICLE X

ASSIGNMENT

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

WITNESSES:

MAVANT HOMES, INC., a
Michigan corporation

By: _____
Anthony F. Lombardo, President

STATE OF MICHIGAN)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by Anthony F. Lombardo, the President of Mavant Homes, Inc., a Michigan corporation, on behalf said corporation.

Notary Public

County, Michigan
My Commission Expires: _____

Master Deed drafted by:
Mark J. Abdo, Attorney at Law
42550 Garfield Road, Suite 104A
Clinton Township, Michigan 48038
When recorded, return to drafter

(2)

1199043
LIBER 10857 PAGE 477
10/16/2001 10:32:00 A.M.
MACOMB COUNTY, MI
CARNELLA SABAUGH, REGISTER OF DEEDS

**FIRST AMENDMENT TO MASTER DEED OF
SPRING ARBOR**

Lombardo Enterprises, Inc., a Michigan corporation, whose address is 6303 Twenty Six Mile Road, Suite 200, Washington, Michigan 48094, being the Developer of Spring Arbor, a Condominium Project established pursuant to the Master Deed thereof, recorded in Liber 10562, Pages 337 through 396, Macomb County Records, and known as Macomb County Condominium Subdivision Plan No. 709, hereby amends the Master Deed of Spring Arbor pursuant to the authority reserved in Article IX thereof for the purposes of (i) renumbering certain Units as depicted on Exhibit B attached hereto, (ii) correcting certain street names as depicted on Exhibit B attached hereto, (iii) changing the name of the developer from Mavant Homes, Inc. to Lombardo Enterprises, Inc. and (iv) adding new Article VII, Section 6, to the Master Deed. Upon recordation in the Office of the Macomb County Register of Deeds of this Amendment, said Master Deed and Exhibit B shall be amended in the following manner:

1. New Article VII, Section 6, as set forth below, shall be added to the Master Deed of Spring Arbor.

New Article VII, Section 6, of the Master Deed:

Section 6. Shelby Consolidated Drain Restrictions. The Macomb County Department of Public Works has granted a licence to install certain improvements within the Shelby Consolidated Drain, as depicted on Exhibit B attached hereto. The Shelby Consolidated Drain - Southeast Section Drainage District will not be responsible for any damages to the fence, wall or landscaping for any reason. If maintenance to the drain is required, the Association will be responsible for any replacements necessary.

2. Amended Sheets 1, 2, 3, 4, 5, 6, 7 and 8 of the Condominium Subdivision Plan of Spring Arbor as attached hereto, shall replace and supersede Sheets 1, 2, 3, 4, 5, 6, 7 and 8 of the Condominium Subdivision Plan of Spring Arbor as originally recorded, and originally recorded sheets 1, 2, 3, 4, 5, 6, 7 and 8 shall be of no further force or effect.

In all respects, other than as hereinabove indicated, the original Master Deed of Spring Arbor, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits

25

A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated this 26th day of SEPTEMBER, 2001.

WITNESSES:

Mark J. Abdo
MARK J. ABDO

Cy M. Abdo
CY M. ABDO

LOMBARDO ENTERPRISES, INC., a Michigan corporation

By: [Signature]
Anthony F. Lombardo, President

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 26th day of SEPTEMBER, 2001, by Anthony F. Lombardo, the President of Lombardo Enterprises, Inc., a Michigan corporation, on behalf said corporation.

CY M. ABDO
Notary Public - Macomb County, MI
My Commission Expires 3/01/2005

[Signature]
Notary Public
County, Michigan

First Amendment to the Master Deed drafted by:

Mark J. Abdo
Attorney at Law
42550 Garfield Road
Suite 104A
Clinton Township, Michigan 48038

When recorded, return to drafter

CONSENT IS ATTACHED HERETO

Liber 010857 Page 00479

REPLAT NO. 1
MACOMB COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 709
EXHIBIT "B" TO THE MASTER DEED OF

SHEET INDEX

SHEET 1-2 COVER SHEET
SHEET 3-4 SURVEY PLAN
SHEET 5-6 SITE PLAN
SHEET 7-8 UTILITY PLAN

SPRING ARBOR
SHELBY TOWNSHIP
MACOMB COUNTY,
MICHIGAN

LEGAL DESCRIPTION

PARCEL "A"

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF SECTION 25, T.3N., R.12E., SHELBY TOWNSHIP, MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS N00°15'18"W 60.01 FT. ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 25 FROM THE SOUTH 1/4 CORNER OF SAID SECTION 25, T.3N., R.12E.; THENCE CONTINUING N00°15'18"W 1608.76 FT. ALONG SAID NORTH-SOUTH 1/4 LINE OF SAID SECTION 25, ALSO BEING (ON PART) THE EAST LINE OF "WAYFORD MANOR SUBDIVISION NO. 2" (LIBER 128 OF PLATS, PAGES 9, 10 AND 11, MACOMB COUNTY RECORDS); THENCE S88°38'54"W 100.02 FT.; THENCE N00°15'18"W 673.75 FT. ALONG THE EAST LINE OF "RAVEN'S POINTE II" CONDOMINIUM (LIBER 9833, PAGES 650-659, MACOMB COUNTY CONDOMINIUM PLAN NO. 679, MACOMB COUNTY RECORDS); THENCE N88°21'38"E 100.03 FT. ALONG THE SOUTH LINE OF "FOX CHASE CREEK SUBDIVISION" (LIBER 104 OF PLATS, PAGES 33 THROUGH 38, INCLUSIVE, MACOMB COUNTY RECORDS); THENCE N00°15'18"W 334.80 FT. ALONG THE SAID NORTH-SOUTH 1/4 LINE OF SAID SECTION 25, ALSO BEING THE EAST LINE OF SAID "FOX CHASE CREEK SUBDIVISION" TO THE CENTERPOST OF SAID SECTION 25, T.3N., R.12E.; THENCE N88°19'10"E 134.04 FT. ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 25, ALSO BEING THE SOUTH LINE OF "VICTORIA SUBDIVISION NO. 1" (LIBER 89 OF PLATS, PAGES 14, 15 AND 16, MACOMB COUNTY RECORDS); THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MILONAS DRIVE (86 FT. R.O.W.): S00°15'18"E 1657.48 FT. AND SOUTHERLY 145.45 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 393.00 FT., CENTRAL ANGLE OF 21°12'18", LONG CHORD BEARS S10°51'27"E 144.62 FT.) AND S21°27'36"E 134.38 FT. AND SOUTHERLY 113.62 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 307.00 FT., CENTRAL ANGLE OF 21°12'18", LONG CHORD BEARS S10°51'27"E 112.97 FT.) AND S00°15'18"E 581.94 FT.; THENCE S88°51'37"W 230.03 FT. ALONG THE NORTH RIGHT-OF-WAY LINE OF 21 MILE ROAD (1/2 60 FT. R.O.W.) TO THE POINT OF BEGINNING. CONTAINING 491,730 SQUARE FEET --- 11.289 ACRES

PARCEL "B"

PART OF THE SOUTHEAST 1/4 OF SECTION 25, T.3N., R.12E., SHELBY TOWNSHIP, MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS S88°51'37"W 1983.02 FT. ALONG THE SOUTH LINE OF SAID SECTION 25 AND THE CENTERLINE OF 21 MILE ROAD (1/2 60 FT. R.O.W.) AND N00°17'47"W 60.01 FT. FROM THE SOUTHEAST CORNER OF SAID SECTION 25, T.3N., R.12E.; THENCE S88°51'37"W 344.76 FT. ALONG THE NORTH RIGHT-OF-WAY LINE OF 21 MILE ROAD (1/2 60 FT. R.O.W.); THENCE N00°15'18"W 334.04 FT. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MILONAS DRIVE (86 FT. R.O.W.); THENCE THE FOLLOWING EIGHT (8) COURSES ALONG THE SOUTHERLY AND EASTERLY RIGHT-OF-WAY LINE OF CAYLEE DRIVE (60 FT. R.O.W.): N89°44'42"E 208.49 FT. AND EASTERLY 34.92 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 60.00 FT., CENTRAL ANGLE OF 33°20'47", LONG CHORD BEARS S73°34'54"E 34.43 FT.) AND NORTHEASTERLY 164.35 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 60.00 FT., CENTRAL ANGLE OF 156°56'42", LONG CHORD BEARS N44°3'08"E 117.58 FT.) AND NORTHERLY 35.14 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 60.00 FT., CENTRAL ANGLE OF 33°33'26", LONG CHORD BEARS N17°04'30"W 34.64 FT.) AND N00°17'47"W 351.25 FT. AND NORTHERLY 146.61 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 280.00 FT., CENTRAL ANGLE OF 30°00'00", LONG CHORD BEARS N15°17'47"W 144.94 FT.) AND N30°17'47"W 60.84 FT. AND NORTHWESTERLY 122.21 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 280.00 FT., CENTRAL ANGLE OF 25°00'25", LONG CHORD BEARS N42°47'59"W 121.24 FT.); THENCE THE FOLLOWING THREE (3) COURSES ALONG THE RIGHT-OF-WAY LINE OF CAYLEE COURT (R.O.W. VARIES): NORTHEASTERLY 39.22 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 60.00 FT., CENTRAL ANGLE OF 37°27'00", LONG CHORD BEARS N51°12'04"E 38.52 FT.) AND WESTERLY 275.22 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 60.00 FT., CENTRAL ANGLE OF 262°49'09", LONG CHORD BEARS N61°29'00"W 90.00 FT.) AND SOUTHERLY 39.22 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 60.00 FT., CENTRAL ANGLE OF 37°27'00", LONG CHORD BEARS S05°49'55"W 38.52 FT.); THENCE THE FOLLOWING TWO (2) COURSES ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF CAYLEE DRIVE (60 FT. R.O.W.): WESTERLY 110.40 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 280.00 FT., CENTRAL ANGLE OF 22°35'29", LONG CHORD BEARS N78°57'33"W 109.69 FT.) AND S89°44'42"W 99.70 FT.; THENCE N00°15'18"W 274.20 FT. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MILONAS DRIVE (86 FT. R.O.W.); THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF WILLOUGHBY DRIVE (60 FT. R.O.W.): EASTERLY 183.82 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 280.00 FT., CENTRAL ANGLE OF 37°36'56", LONG CHORD BEARS N70°56'14"E 180.54 FT.) AND N52°07'46"E 66.84 FT. AND EASTERLY 144.27 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 220.00 FT., CENTRAL ANGLE OF 37°34'27", LONG CHORD BEARS N70°55'00"E 141.70 FT.) AND N89°42'13"E 81.65 FT. AND S00°17'47"E 486.36 FT. ALONG (ON PART) THE WEST LINE OF "ROBIN'S NEST SUBDIVISION 2" (LIBER 116 OF PLATS, PAGES 44 THROUGH 49, INCLUSIVE MACOMB COUNTY RECORDS) AND (ON PART) THE WEST LINE OF "ROBIN'S NEST SUBDIVISION" (LIBER 108 OF PLATS, PAGES 48 THROUGH 53, INCLUSIVE, MACOMB COUNTY RECORDS); THENCE THE FOLLOWING TWO (2) COURSES ALONG THE WEST LINE OF SAID "ROBIN'S NEST SUBDIVISION": S30°17'47"E 200.00 FT. AND S00°17'47"E 661.00 FT.; THENCE S88°52'03"W 100.01 FT.; THENCE S00°17'47"E 233.99 FT. TO THE POINT OF BEGINNING. CONTAINING 378,753 SQUARE FEET --- 8.695 ACRES

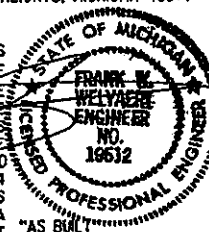
THESE AS-BUILT DOCUMENTS WERE PREPARED ON THE BASIS OF ENGINEERING PLANS AND CONDOMINIUM PLATS PREPARED BY MCS ASSOCIATES, INC.. THE UNIT TYPES, INTERIOR DIMENSIONS AND AREAS ARE BASED ON DEVELOPER SUPPLIED INFORMATION. THE AS-BUILT LOCATIONS OF EACH OF THE PUBLIC UTILITIES (NATURAL GAS, ELECTRIC, TELEPHONE AND CABLE TV), AS OBTAINED BY EACH OF THE UTILITY COMPANIES WILL BE RECORDED ALONG WITH THESE DOCUMENTS. THE GENERAL AND LIMITED COMMON ELEMENTS DEPICTED ON THESE DOCUMENTS ARE AN ACCURATE REPRESENTATION OF THE UNIT CONDITIONS. AS-BUILT LOCATIONS OF THE BUILDINGS, UNITS, DRIVES, STREET PAVEMENT, UTILITIES AND UNIT AREAS HAVE BEEN INCLUDED IN THESE AS-BUILT DOCUMENTS AS REQUIRED BY THE CONDOMINIUM ACT.

DEVELOPER

LOMBARDO ENTERPRISES, INC.
6303 26 MILE ROAD, SUITE 200
WASHINGTON TWP., MICHIGAN 48094

SURVEYOR

MCS ASSOCIATES, INC.
4150 TECHNOLOGY PARK DR.-STE. 102
STERLING HEIGHTS, MICHIGAN 48314



"AS BUILT"

REV.	REV.
REV.	REV.
REV.	REV.
REV.	REV.
MCS ASSOCIATES, INC.	
SPRING ARBOR	
SHELBY TOWNSHIP	
MACOMB COUNTY, MICHIGAN	
DATE 5-14-2001	SCALE NONE
DRAWN BY T.B.C.	DATE 1
CHECKED BY F.S.M.	ISSUING CP-01-102
COVER SHEET	

PARCEL "C"

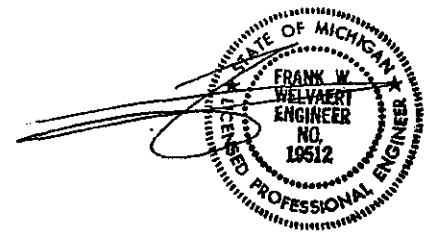
PART OF THE SOUTHEAST 1/4 OF SECTION 25, T.3N., R.12E., SHELBY TOWNSHIP, MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS S88°51'37"W 1983.02 FT. ALONG THE SOUTH LINE OF SAID SECTION 25 AND THE CENTERLINE OF 21 MILE ROAD (1/2 60 FT. R.O.W.) AND N00°17'47"W 60.01 FT. AND S88°51'37"W 344.76 FT. ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF 21 MILE ROAD (1/2 60 FT. R.O.W.) AND N00°15'18"W 394.04 FT. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MILONAS DRIVE (86 FT. R.O.W.) FROM THE SOUTHEAST CORNER OF SAID SECTION 25, T.3N., R.12E.; THENCE CONTINUING THE FOLLOWING FIVE (5) COURSES ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF MILONAS DRIVE (86 FT. R.O.W.): N00°15'18"W 186.57 FT. AND NORTHERLY 145.45 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 393.00 FT., CENTRAL ANGLE OF 2°12'18", LONG CHORD BEARS N10°51'27"W 144.62 FT.) AND N21°27'36"W 134.38 FT. AND NORTHERLY 113.62 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 307.00 FT., CENTRAL ANGLE OF 2°12'18", LONG CHORD BEARS N10°51'27"W 112.97 FT.) AND N00°15'18"W 105.28 FT.; THENCE THE FOLLOWING SEVEN (7) COURSES ALONG THE RIGHT-OF-WAY LINE OF CAYLEE DRIVE (60 FT. R.O.W.): N89°44'42"E 99.70 FT. AND EASTERLY 230.22 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 220.00 FT., CENTRAL ANGLE OF 59°57'31", LONG CHORD BEARS S60°16'33"E 219.86 FT.) AND S30°17'47"E 60.84 FT. AND SOUTHERLY 115.19 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 220.00 FT., CENTRAL ANGLE OF 30°00'00", LONG CHORD BEARS S15°17'47"E 113.88 FT.) AND S00°17'47"E 372.79 FT. AND SOUTHWESTERLY 39.29 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 25.00 FT., CENTRAL ANGLE OF 90°02'29", LONG CHORD BEARS S44°43'27"W 35.37 FT.) AND S89°44'42"W 229.42 FT. TO THE POINT OF BEGINNING.
CONTAINING 181,826 SQUARE FEET --- 4.174 ACRES

PARCEL "D"

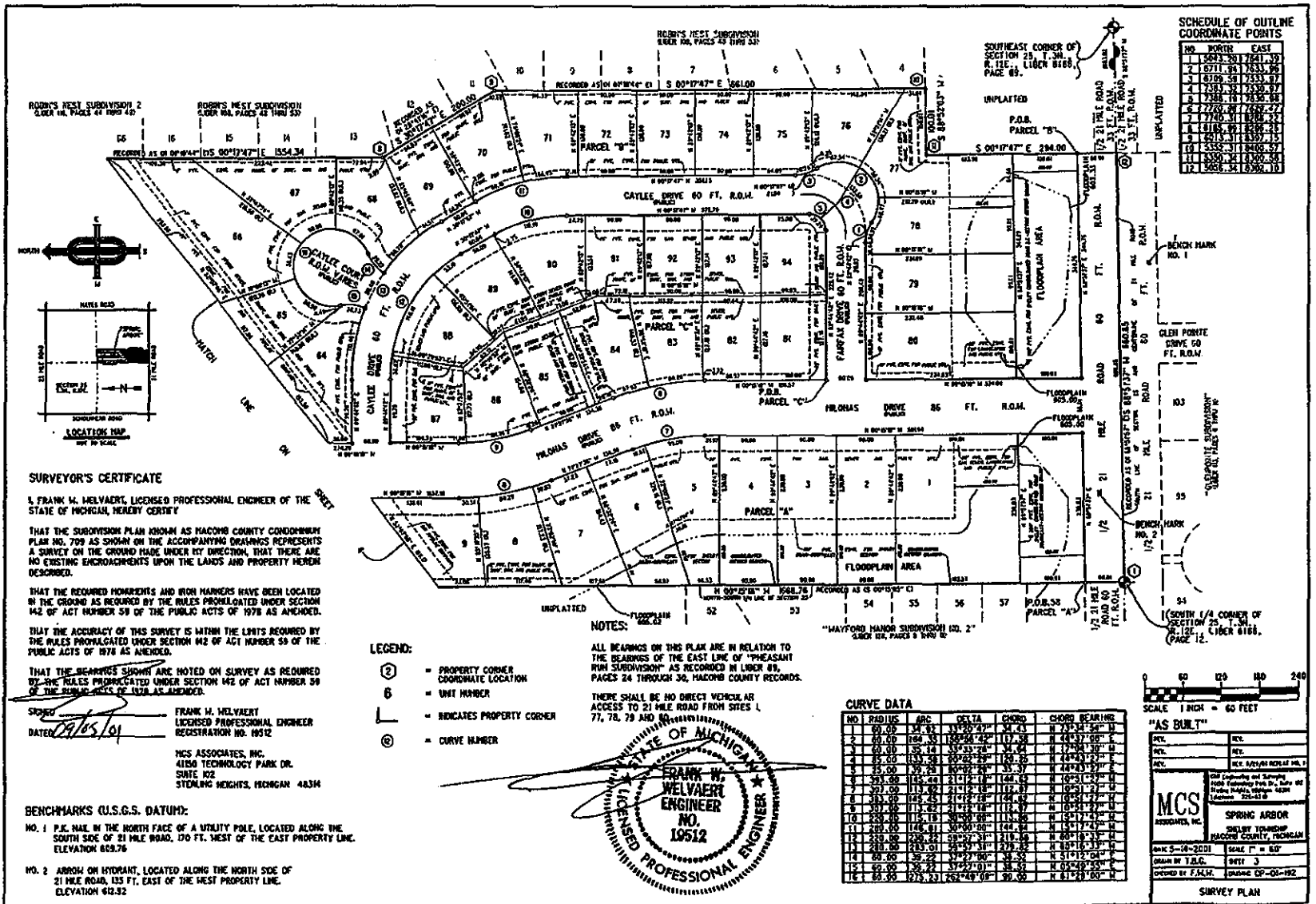
PART OF THE SOUTHEAST 1/4 OF SECTION 25, T.3N., R.12E., SHELBY TOWNSHIP, MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS S88°19'10"W 1993.26 FT. ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 25 FROM THE EAST 1/4 CORNER OF SAID SECTION 25, T.3N., R.12E.; THENCE S00°17'47"E 157.70 FT. ALONG THE WEST LINE OF "ROBBIN'S NEST SUBDIVISION 2" (LIBER 116 OF PLATS, PAGES 44 THROUGH 49, INCLUSIVE, MACOMB COUNTY RECORDS); THENCE THE FOLLOWING SEVEN (7) COURSES ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SPARROW DRIVE (60 FT. R.O.W.) AND THE WESTERLY RIGHT-OF-WAY LINE OF AGNEW DRIVE (60 FT. R.O.W.): S89°42'13"W 85.04 FT. AND WESTERLY 24.67 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 60.00 FT., CENTRAL ANGLE OF 23°33'23", LONG CHORD BEARS N78°31'05"W 24.49 FT.) AND SOUTHWESTERLY 143.58 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 60.00 FT., CENTRAL ANGLE OF 137°06'46", LONG CHORD BEARS S44°42'13"W 111.69 FT.) AND SOUTHERLY 24.67 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 60.00 FT., CENTRAL ANGLE OF 23°33'23", LONG CHORD BEARS S12°04'29"E 24.49 FT.) AND S00°17'47"E 688.43 FT. AND SOUTHERLY 58.66 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 280.00 FT., CENTRAL ANGLE OF 12°00'12", LONG CHORD BEARS S06°17'53"E 58.55 FT.) AND S12°17'59"E 38.43 FT.; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WILLOUGHBY DRIVE (60 FT. R.O.W.): WESTERLY 94.91 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 280.00 FT., CENTRAL ANGLE OF 19°25'13", LONG CHORD BEARS S61°50'23"W 94.45 FT.) AND S52°07'46"W 66.84 FT. AND WESTERLY 144.43 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 220.00 FT., CENTRAL ANGLE OF 37°36'56", LONG CHORD BEARS S70°56'14"W 141.85 FT.); THENCE N00°15'18"W 1159.85 FT. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MILONAS DRIVE (86 FT. R.O.W.); THENCE N88°19'10"E 438.96 FT. ALONG THE SAID EAST-WEST 1/4 LINE OF SAID SECTION 25, ALSO BEING THE SOUTH LINE OF "VICTORIA SUBDIVISION NO. 1" (LIBER 89 OF PLATS, PAGES 14 THROUGH 16, INCLUSIVE, MACOMB COUNTY RECORDS) TO THE POINT OF BEGINNING.
CONTAINING 313,240 SQUARE FEET --- 7.191 ACRES

PARCEL "E"

PART OF THE SOUTHEAST 1/4 OF SECTION 25, T.3N., R.12E., SHELBY TOWNSHIP, MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS S88°19'10"W 1993.26 FT. ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 25 AND S00°17'47"E 217.70 FT. ALONG THE WEST LINE OF "ROBBIN'S NEST SUBDIVISION 2" (LIBER 116 OF PLATS, PAGES 44 THROUGH 49, INCLUSIVE, MACOMB COUNTY RECORDS) FROM THE EAST 1/4 CORNER OF SAID SECTION 25, T.3N., R.12E.; THENCE CONTINUING ALONG THE WEST LINE OF SAID "ROBBIN'S NEST SUBDIVISION 2": S00°17'47"E 808.27 FT.; THENCE THE FOLLOWING TWO (2) COURSES ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WILLOUGHBY DRIVE (60 FT. R.O.W.): S89°42'13"W 81.65 FT. AND WESTERLY 28.60 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 280.00 FT., CENTRAL ANGLE OF 05°51'10", LONG CHORD BEARS S86°46'38"W 28.59 FT.); THENCE THE FOLLOWING THREE (3) COURSES ALONG THE EASTERLY RIGHT-OF-WAY LINE OF AGNEW DRIVE (60 FT. R.O.W.): N12°17'59"W 38.43 FT. AND NORTHERLY 46.09 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 220.00 FT., CENTRAL ANGLE OF 12°00'12", LONG CHORD BEARS N06°17'53"W 46.01 FT.) AND N00°17'47"W 701.39 FT.; THENCE THE FOLLOWING TWO (2) COURSES ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SPARROW DRIVE (60 FT. R.O.W.): NORTHEASTERLY 39.27 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 25.00 FT., CENTRAL ANGLE OF 90°00'00", LONG CHORD BEARS N44°42'13"E 35.36 FT.) AND N89°42'13"E 98.00 FT. TO THE POINT OF BEGINNING.
CONTAINING 98,912 SQUARE FEET --- 2.271 ACRES



"AS BUILT"	
REV.	REV.
REV.	REV.
REV.	REV.
REV.	REV.
MCS ASSOCIATES, INC.	
1000 Engineering and Surveying 1000 Leaning Pine St., Suite 100 Spring Arbor, Michigan 49130 Phone: 517-433-1111	
SPRING ARBOR SHELBY TOWNSHIP MACOMB COUNTY, MICHIGAN	
DATE: 5-14-2001	SHEET NO. 2
DRAWN BY: T.B.C.	CHECKED BY: F.H.M.
DESIGNED BY: F.H.M.	ISSUED BY: F.H.M.
COVER SHEET	



SCHEDULE OF OUTLINE COORDINATE POINTS

NO.	BORN	EAST
1	1503.30	7247.73
2	1571.11	7253.25
3	1610.28	7233.87
4	1740.31	7230.87
5	1723.86	7232.84
6	1723.86	7232.84
7	1774.01	7232.84
8	1815.89	7232.84
9	1865.31	7232.84
10	1835.31	7240.22
11	1835.31	7240.22
12	1835.31	7240.22
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82	1835.31	7240.22
83	1835.31	7240.22
84	1835.31	7240.22

SURVEYOR'S CERTIFICATE

I, FRANK M. MELVAERT, LICENSED PROFESSIONAL ENGINEER OF THE STATE OF MICHIGAN, HEREBY CERTIFY

THAT THE SUBDIVISION PLAN KNOWN AS MACOMB COUNTY CONDOMINIUM PLAN NO. 709 AS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978 AS AMENDED.

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

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

SIGNED: *[Signature]* FRANK M. MELVAERT
 LICENSED PROFESSIONAL ENGINEER
 REGISTRATION NO. 19512

MCS ASSOCIATES, INC.
 4150 TECHNOLOGY PARK DR.
 SUITE 102
 STONING HEIGHTS, MICHIGAN 48314

BENCHMARKS (U.S.G.S. DATUM):

NO. 1 P.K. NAIL IN THE NORTH FACE OF A UTILITY POLE, LOCATED ALONG THE SOUTH SIDE OF 21 MILE ROAD, 170 FT. WEST OF THE EAST PROPERTY LINE. ELEVATION 603.76

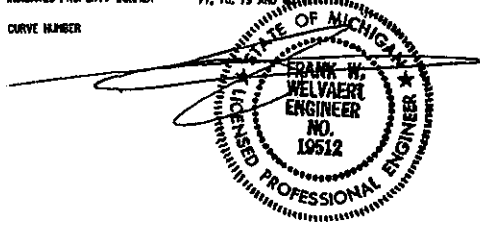
NO. 2 ARROW ON HYDRANT, LOCATED ALONG THE NORTH SIDE OF 21 MILE ROAD, 123 FT. EAST OF THE WEST PROPERTY LINE. ELEVATION 603.92

- LEGEND:**
- ② = PROPERTY CORNER COORDINATE LOCATION
 - 6 = UNIT NUMBER
 - L = INDICATES PROPERTY CORNER
 - ⊙ = CURVE NUMBER

NOTES:

ALL BEARINGS ON THIS PLAN ARE IN RELATION TO THE BEARINGS OF THE EAST LINE OF "PHEASANT RUN SUBDIVISION" AS RECORDED IN LIBER 89, PAGES 24 THROUGH 30, MACOMB COUNTY RECORDS.

THERE SHALL BE NO DIRECT VEHICULAR ACCESS TO 21 MILE ROAD FROM SITES 1, 77, 78, 79 AND 80.



CURVE DATA

NO.	RADIUS	ARC	DELTA	CHORD	CHORD BEARING
1	60.00	34.13	33°20'47"	34.43	N 73°34'54" W
2	60.00	64.13	66°41'34"	117.28	N 48°13'06" W
3	60.00	94.13	99°02'21"	190.20	N 18°00'00" W
4	60.00	124.13	131°23'08"	263.12	N 12°43'21" W
5	60.00	154.13	163°43'55"	336.04	N 4°28'37" W
6	293.00	184.40	212°11'18"	148.40	N 0°21'22" W
7	301.00	113.62	21°11'18"	113.62	N 0°21'22" W
8	301.00	113.62	21°11'18"	113.62	N 0°21'22" W
9	301.00	113.62	21°11'18"	113.62	N 0°21'22" W
10	220.00	115.10	30°00'00"	115.26	N 0°17'42" W
11	220.00	115.10	30°00'00"	115.26	N 0°17'42" W
12	60.00	124.13	131°23'08"	263.12	N 12°43'21" W
13	210.00	123.01	28°51'11"	210.82	N 0°18'13" W
14	60.00	34.13	33°20'47"	34.43	N 73°34'54" W
15	60.00	64.13	66°41'34"	117.28	N 48°13'06" W
16	60.00	94.13	99°02'21"	190.20	N 18°00'00" W

SCALE 1 INCH = 60 FEET

"AS BUILT"

DATE	REV.

MCS ASSOCIATES, INC.
 4150 TECHNOLOGY PARK DR.
 SUITE 102
 STONING HEIGHTS, MICHIGAN 48314

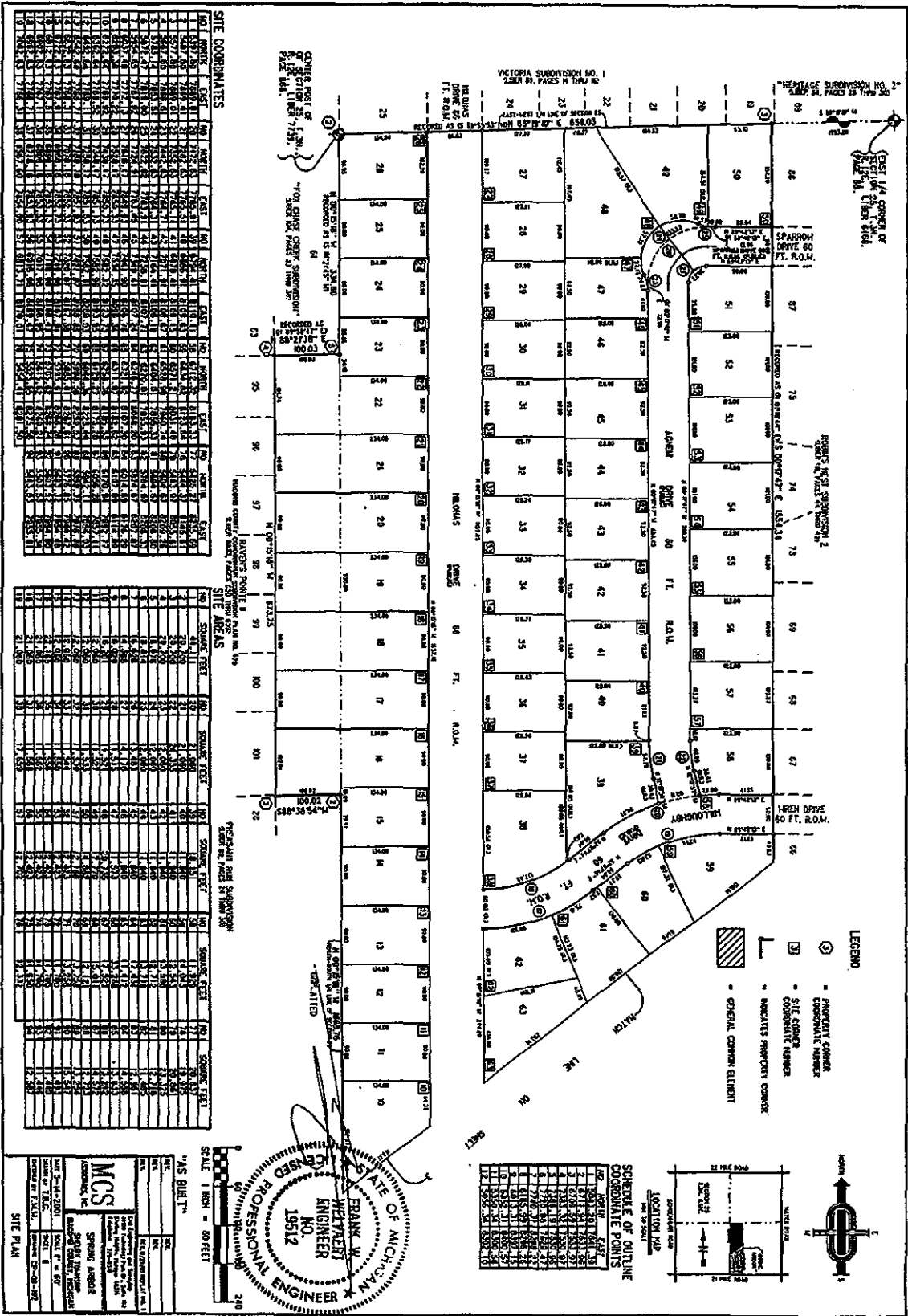
SPRING ARBOR
 500 BY BUSHWOOD
 MACOMB COUNTY, MICHIGAN

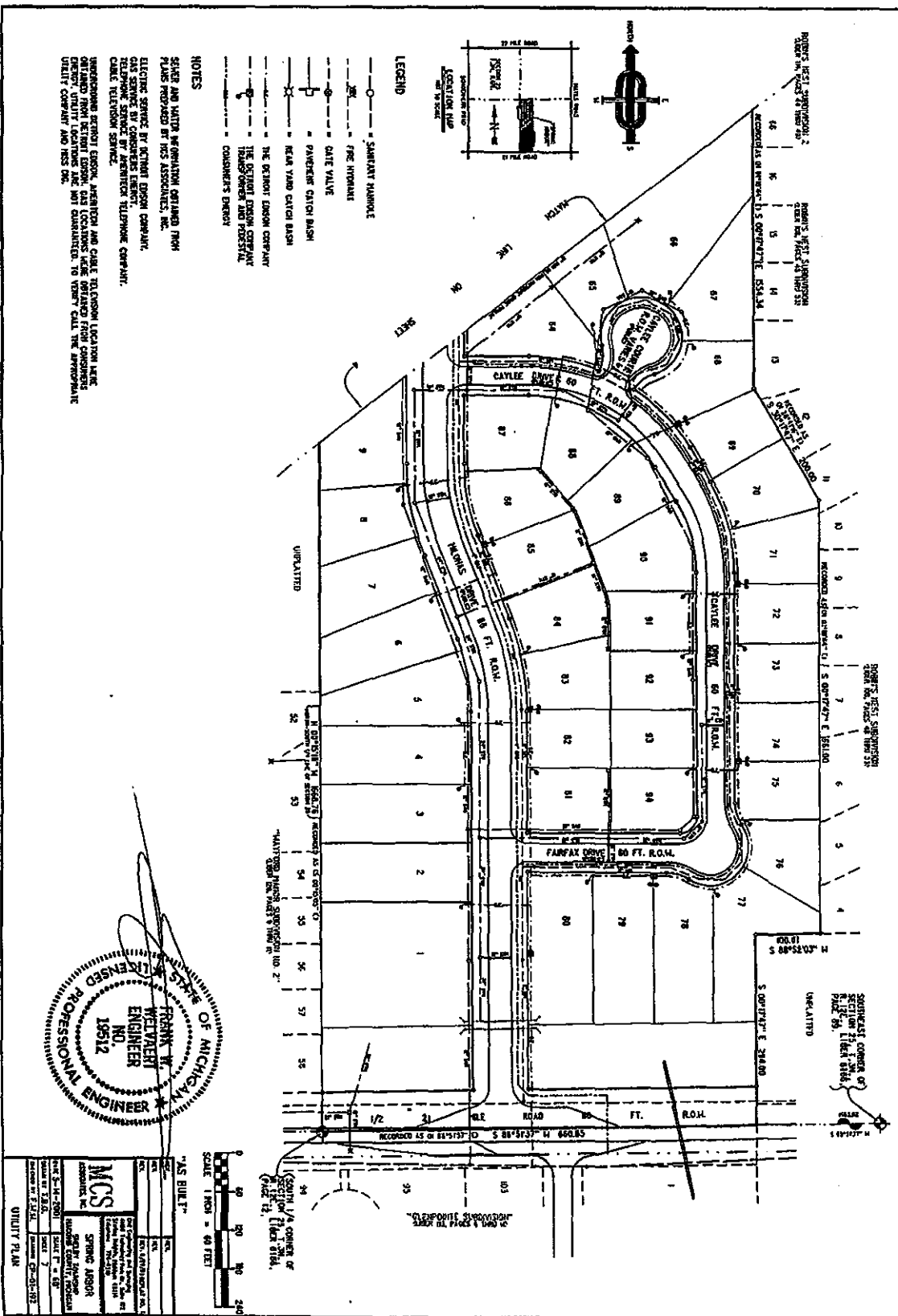
DATE 5-16-2021 SCALE 1" = 60'

DRAWN BY T.B.G. SHEET 3

CHECKED BY F.M.M. DRAWING CP-00-192

SURVEY PLAN





ROBERTS TRUST SUBDIVISION
 DEED NO. 204-106-15
 S. 66 FT. R.O.H.

ROBERTS TRUST SUBDIVISION
 DEED NO. 204-106-15
 S. 66 FT. R.O.H.

ROBERTS TRUST SUBDIVISION
 DEED NO. 204-106-15
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 S. 66 FT. R.O.H.

ROBERTS TRUST SUBDIVISION
 DEED NO. 204-106-15
 S. 66 FT. R.O.H.

S. 66 FT. R.O.H.

LEGEND

- SAMBANT MANHOLE
- FIRE HYDRANT
- GATE VALVE
- PAVERS CATCH BASIN
- REAR YARD CATCH BASIN
- THE DETROIT EDISON COMPANY
- THE DETROIT EDISON COMPANY
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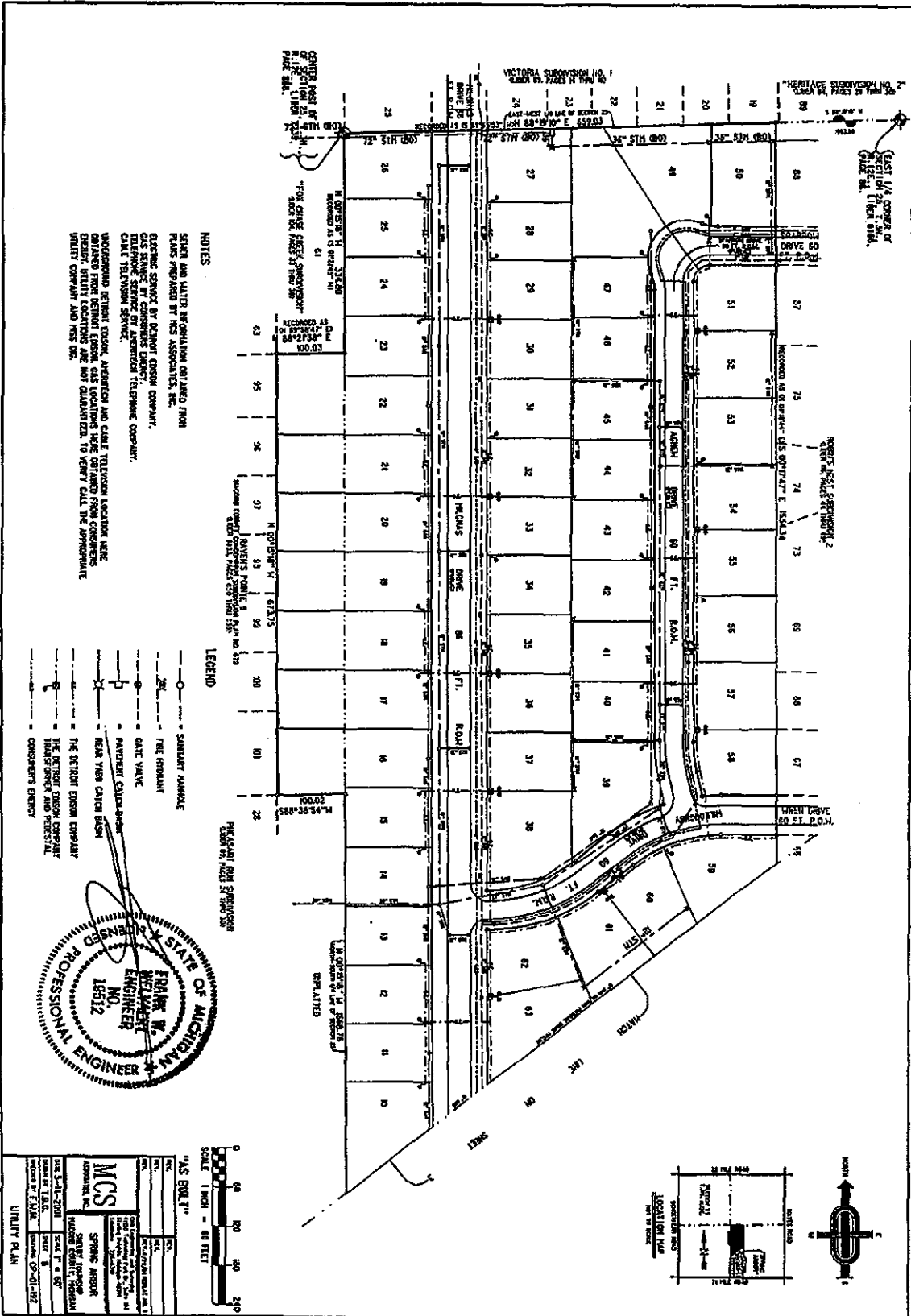
NOTES

SEWER AND WATER INFORMATION OBTAINED FROM PLANS PROVIDED BY THE ASSOCIATION, INC.
 ELECTRIC SERVICE BY DETROIT EDISON COMPANY.
 GAS SERVICE BY COMGRESS ENERGY.
 CABLE SERVICE BY AMERICA TELEPHONE COMPANY.
 CABLE TELEVISION SERVICE.
 UNDERGROUND SERVICE, AMERICAN AND CABLE TELEVISION LOCATION MARK OBTAINED FROM DETROIT EDISON, GAS LOCATIONS OBTAINED FROM COMGRESS ENERGY, AMERICAN AND CABLE TELEVISION FROM AMERICA TELEVISION COMPANY AND TEL. INC.

STATE OF MICHIGAN
FRANK W. WETZELT
REGISTERED PROFESSIONAL ENGINEER
NO. 199512
199512

MCS
SPRING ARBOR
UTILITY PLAN
 NO. 199512
 DATE: 3-14-2001
 SCALE: 1" = 60'
 SHEET: 7 OF 7
 DRAWN BY: [illegible]
 CHECKED BY: [illegible]
 PROJECT: [illegible]

"AS BUILT"
 SCALE: 1" = 60 FEET



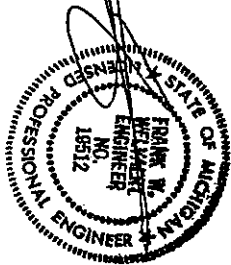
NOTES

SEWER AND WATER INFORMATION OBTAINED FROM
 PLANS PREPARED BY HKS ASSOCIATES, INC.

ELECTRIC SERVICE BY DETROIT Edison COMPANY;
 GAS SERVICE BY CONSUMERS ENERGY;
 TELEPHONE SERVICE BY AMERICAN TELEPHONE COMPANY;
 CABLE TELEVISION SERVICE.

UNDESIGNED DETENTION BASIN, AMERICAN AND CABLE TELEVISION LOCATIONS HERE
 OBTAINED FROM DETROIT Edison, GAS LOCATIONS HERE OBTAINED FROM CONSUMERS
 ENERGY. UTILITY LOCATIONS ARE NOT GUARANTEED TO VERIFY CALL THE APPROPRIATE
 UTILITY COMPANY AND HKS INC.

- LEGEND**
- SMARTWAY MANHOLE
 - FIRE HYDRANT
 - GATE VALVE
 - FLOWMETER
 - WATER METER
 - THE DETROIT Edison COMPANY
 - CONSUMERS ENERGY



"AS SHOWN"																																																																																																																																																																																																																																																													
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EXHIBIT A

BYLAWS

SPRING ARBOR

ARTICLE I

ASSOCIATION OF CO-OWNERS

Spring Arbor, a residential Condominium Project located in Shelby Township, Macomb County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Condominium Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Association Bylaws provided for under the Michigan Non-profit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

Section 1. Assessments Against Units and Co-owners. All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Owners thereof in accordance with the following provisions.

Section 2. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising with, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance

securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipt affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 3. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) **Budget.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular annual payments as set forth in Section 4 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding \$1,000.00 annually for the entire Condominium Project, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

(b) **Special Assessments.** Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$1,000.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 6 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to

in this subparagraph (b) (but not including those assessments referred to in subparagraph 3(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60% of all Co-owners in number and in value. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

(c) **Limitations on Assesments for Litigation.** The Board of Directors shall not have authority under this Article II, Section 2, or any other provision of these Bylaws or the Master Deed, to levy any assessment, or to incur any expense or legal fees with respect to any litigation, without the prior approval, by affirmative vote, of not less than 66-2/3% of all Co-owners in value and in number. This section shall not apply to any litigation commenced by the Association to enforce collection of delinquent assessments pursuant to Article II, Section 6 of these Bylaws. In no event shall the Developer be liable for, nor shall any Unit owned by the Developer be subject to any lien for, any assessment levied to fund the cost of asserting any claim against Developer whether by arbitration, judicial proceeding, or otherwise.

Section 4. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable by Co-owners in one installment, which is due and payable on January 1 of each year (or any other date which the board may determine at its discretion). In the initial year, the payment shall be prorated commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge of 1% per month shall be assessed automatically by the Association upon any assessments in default for five or more days until installment together with the applicable late charges is paid in full. Each Co-owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 5. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 6. **Enforcement.**

(a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon 7 days' written notice to such Co-owner of its intention to do so. A Co-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 such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) **Foreclosure Proceedings.** Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of subject Unit.

(c) **Notices of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, of a written notice that 1 or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth

(i), the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co- owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

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

Section 7. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 8. Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the annual Association assessment. The Developer, however, shall at all times pay all expenses of maintaining the Units that it owns, including the improvements located thereon, together within a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and of the improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units owned by it on which a completed building is located. For instance, the only expense presently contemplated that the Developer might be expected to pay is a pro rata share of snow removal and other road maintenance from time to time as well as a pro rata share of any administrative costs which the Association might incur from time to time. Any assessments levied by the Association against the Developer for other purposes shall be void without Developer's consent. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from

the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs. A "completed building" shall mean a building with respect to which a certificate of occupancy has been issued by Shelby Township.

Section 9. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 10. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 11. Mechanic's Lien. A mechanic's lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 12. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied, provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III

ARBITRATION

Section 1. Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life

estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. **Judicial Relief.** In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. **Election of Remedies.** Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV

INSURANCE

Section 1. **Extent of Coverage.** The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry liability insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the Common Elements and administration of the Condominium Project. Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the buildings and all other improvements constructed or to be constructed within the perimeter of his Condominium Unit and for his personal Property located therein or thereon or elsewhere on the Condominium Project. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Unit or the improvements located thereon, and also for any other personal insurance coverage that the Co-owner wishes to carry. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage required to be carried by a Co-owner.

Section 2. **Indemnification.** Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which such other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Co-owner's Unit and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Development and Sales Period). This Section 2 shall not be construed to go give any insurer any subrogation right or other right or claim against any individual Co-owner, however.

Section 3. **Premium Expenses.** All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Association Responsibility for Repair. Immediately after a casualty causing damage to General Common Element, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 2. Timely Reconstruction and Repair. If damage to the General Common Elements adversely affects the appearance or utility of the Project, the Association shall proceed with replacement of the damaged property without delay.

Section 3. Co-owner's Responsibility. Each Co-owner shall be responsible for all maintenance, repair and replacement required within his Unit.

Section 4. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

(a) **Taking of Unit or Improvements Thereon.** In the event of any taking of an entire Unit or any improvements thereon by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. After acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project.

(b) **Taking of General Common Elements.** If there is any taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Co-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 they deem appropriate.

(c) **Continuation of Condominium After Taking.** In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of

the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

(d) **Notification of Mortgagees.** In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

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

Section 5. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

Section 1. Use of Units.

(a) All Units shall be used for single-family residence proposes only, and no building of any kind whatsoever shall be erected, re-erected, moved, or maintained thereon except one private single-family residential dwelling house and permitted appurtenant structures, if any, on each Unit, as hereinafter provided, which dwelling shall not exceed two (2) stories in height. Such dwelling house shall be designed and erected for occupation by a single private family. A private architecturally related attached garage, for the sole use of the Owner or occupant of the Unit upon which said garage is erected, may also be erected and maintained, provided that said garage is in compliance with the requirements of Section 2 of this Article VI.

(b) Notwithstanding the limitations on uses set forth in Section 1(a) above, Developer hereby reserves the right for itself, its agents or sales representatives, and/or any builder or builders designated by Developer, to occupy and use any house or temporary building built on or moved onto any Unit as a sales office for the sale of Units and/or houses within the Condominium.

Section 2. Improvement of Units.

(a) No building or other structure shall be constructed, erected, or maintained on any Unit, nor shall any additions, changes, or alterations to any building or structure be made on any Unit

(except interior alterations) unless and until the plans and specifications therefor shall have been submitted to and approved in writing by Developer in the manner set forth in Paragraph 2(d) hereof.

(b) No deck, patio, swimming pool, fence, pool enclosure, or similar other devices and/or structures, whether or not attached to any dwelling, shall be constructed, erected, or maintained on any Unit unless and until the plans and specifications therefor shall have been submitted to and approved in writing by Developer in the manner set forth in Paragraph 2(d) hereof.

(c) Any and all construction of the buildings, structures, and other items set forth in Paragraphs 2(a) and 2(b) hereof (collectively, the "Improvements") shall be diligently completed in accordance with the plans and specifications which are ultimately approved by Developer. Copies of all plans and specifications, as finally approved, shall be delivered to Developer for its permanent file.

(d) Any and all plans and specifications required pursuant to Paragraphs 2(a) and 2(b) hereof, or otherwise as provided in these Bylaws, shall be prepared by a competent architect, and shall show the nature, kind, shape, height, materials, color scheme, and location of the Improvements to be constructed upon the subject Unit. Developer shall have the right to refuse to approve any such plans or specifications which it determines, in its sole discretion, would not be suitable or desirable for aesthetic or other reasons or for no reason; and in so passing upon such plans and specifications, Developer shall have the right to take into consideration the suitability of the proposed Improvements on the Unit upon which they are proposed to be erected, and the harmony as planned in view of the appearance from adjacent or neighboring properties. Developer shall also have the right to specify the materials to be used in the construction of any Improvements on the Units, and may require suitable screening of Improvements with adequate shrubs, landscape materials, and other modifications. It is understood and agreed that the purpose of this Paragraph 2(d) is to cause the Condominium to develop into a beautiful, harmonious, private, residential area, and if any disagreement arises with respect to the provisions or applications of this Paragraph 2(d), the decision of Developer shall control and be conclusive upon all parties.

(e) In the event Developer fails to approve, conditionally approve, or disapprove any plans and specifications required to be submitted to Developer pursuant to these Bylaws within thirty (30) days from the date on which the same have been received by Developer, then such approval will not be required as a condition precedent to construction of the Improvements set forth therein, provided that the plans and specifications (and all construction based upon such plans and specifications) (i) conform to the restrictions set forth in these Bylaws and all applicable statutes, laws, ordinances, and regulations, including zoning laws, and (ii) are otherwise in harmony with the existing Improvements constructed on the Units.

Section 3. Size and Character of Buildings.

(a) No dwelling shall be permitted on any Unit unless the living area thereof shall be not less than two thousand (2,000) square feet in the case of a one (1) story dwelling, and not less than two thousand three hundred fifty (2,350) square feet in the case of a one and one-half story dwelling, and not less than two thousand four hundred (2,400) square feet in the case of a two story dwelling. All computations of square footage shall include the actual area within the outer surfaces of the exterior walls of the dwelling and shall be determined exclusive of basements (whether or not of the "walk-out" variety), garages, porches, terraces, breezeways, and other unenclosed or unheated areas.

(b) All dwellings constructed on the Units shall include a private garage which shall be directly attached and architecturally related to the dwelling. Every garage shall provide space for at least two (2) automobiles. Carports are specifically prohibited in the Condominium.

(c) No old or existing buildings may be moved onto any Unit, and no used materials (except reclaimed brick) may be used in the construction of any Improvements in the Condominium.

(d) All dwellings shall have finished exteriors of brick, stone, Exterior Insulating Finishing System (hereinafter called "EIFS"), wood (which may be covered with vinyl) or a combination thereof and at least 80% of the exterior of the front of the first floor shall be brick, stone or EIFS. The exterior remaining sides and rear of all residences shall be brick or stone between the top of grade and the bottom of the first floor level. No used materials (except reclaimed bricks) may be used in the construction of any dwelling. No dwelling shall have a flat roof or roll type roof. No prefabricated, factory-built and/or modular homes shall be located on any Unit. All exterior paints, stains and material colors must be shown as a part of the plans submitted for approval and which must be approved by Developer; samples thereof shall be furnished to Developer

(e) Developer by appropriate instrument in writing may designate a person, firm, or corporation to perform such of its duties and obligations hereunder as it shall specify, which designation shall be revocable at the will, whim, or caprice of Developer.

Section 4. Animals.

(a) No farm animals, livestock, poultry, or wild animals shall be kept, bred, or harbored on any Unit, nor shall any animals be kept or bred for commercial purposes. Only domesticated animals commonly deemed to be household pets may be kept on any Unit by the Owner and members of his household so long as such pets shall have such care so as not to be

objectionable or offensive to others due to noise, odor, or unsanitary conditions.

(c) No Owner shall cause, nor shall he permit or suffer any occupant of any Unit which he owns, or his or their invitees or guests, to cause the molestation, harm or destruction of wild fowl or other wildlife on, in, or over any portion of his Unit. No Owner of a Unit shall use, nor shall he permit or suffer any occupant of any Unit which he owns, or his or their invitees or guests, to use any B-B guns, firearms, air rifles, pellet guns, bows and arrows, sling shots, or any other weapons on his Unit.

Section 5. Easements.

(a) Easements are reserved as shown on the Condominium Subdivision Plan. The use of all or a part of such easements may at any time or times hereafter be granted or assigned by Developer, its successors or assigns, to any person, firm, corporation, governmental unit, or agency which furnishes services or utilities for use in the Condominium.

(b) Private easements for public utilities have been granted and reserved on the plat of the Condominium.

(c) No structure(s) of any kind or nature whatsoever shall be constructed, erected, maintained, or placed within any drainage, sedimentation, or storm water detention area, if any.

(d) No structure(s) of any kind or nature whatsoever shall be constructed, erected, maintained, or placed over or on any utility easement(s); provided, however, that after the utilities have been installed, the areas over such utility easement(s) may be seeded or sodded. All other planting or Unit line Improvements of any type over or on any easements shall be allowed only so long as they do not interfere with, obstruct, hinder, or impair the drainage plan of, or utilities in, the Condominium, and so long as access be granted, without charge or liability for damages, for the maintenance of the utilities, underground drainage lines, underground facilities, and surface drainage swales, and/or for the installation of additional facilities.

Section 6. Prohibited Vehicles and Structures.

(a) No housetrailers, motor homes, commercial vehicles larger than 1 ton payload capacity as established by the manufacturer, trailers, cars under repair or restoration, boats, boat trailers, camping vehicles, pickup campers, camping trailers, trucks weighing in excess of two and one-half (2-1/2) tons empty, cube vans, flat bed trucks, utility body trucks and trucks equipped for snow plowing, may be parked on or stored on any street in the Condominium or any Unit, unless stored fully enclosed at all times within an attached garage; provided, however, recreation vehicles may be parked in the driveway for no more than 48 hours while loading and unloading. Prohibited commercial vehicles and trucks shall not be parked or stored in the Condominium, or on any Unit therein, except while making normal deliveries or pickups in the normal course of business.

(b) Trailers, tents, shacks, barns, sheds, dog kennels, basketball hoops, dog runs, and other out buildings of any kind or nature whatsoever, whether permanent or temporary, are expressly prohibited within the Condominium, and no temporary occupancy or residence shall be permitted in unfinished residential dwellings.

(c) Antennae of any kind and satellite reception equipment (including, without limitation, so-called "ham radio towers" and "satellite dishes") which are visible from the exterior of any dwelling or located on any Unit are expressly prohibited in the Condominium, except, satellite dishes no larger than 18 inches in diameter may be installed on the side or rear of the dwelling and in the rear yard area of the Unit with the prior written approval of Developer.

(d) The provisions of this Section 10 shall not apply to Developer or any builder which it may designate, during the construction period or during such periods as any dwelling may be used for model or display purposes.

Section 7. General Conditions.

(a) No Unit shall be used or maintained nor permitted to be used or maintained as a dumping ground for rubbish, trash, garbage, or other water, and the same shall not be kept on any Unit except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the road for more than twenty-four (24) hours in any one week.

(b) No laundry shall be hung for drying on any Unit so as to be visible from outside of the dwelling constructed on the Unit.

(c) The grade, slope, and/or contour of any Unit shall not be changed without the prior written consent of Developer, the Township, and all other governmental authorities having jurisdiction. This restriction is intended to prevent interference with the master drainage plan for the Condominium.

(d) No "through the wall" or "through window" air conditioners may be installed on any wall of any building in the Condominium.

(e) No outside compressors for central air conditioning units may be installed or maintained in such a manner so as to create a nuisance to the residents of adjacent dwellings.

(f) No above-ground pools shall be permitted.

(g) No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done on or around any Unit which may become an annoyance or nuisance to the neighborhood or the owners of any of the Units in the Condominium.

(h) Any debris resulting from the construction and/or the destruction by fire or

otherwise, in whole or in part, of any dwelling or Improvements on any Unit shall be promptly removed (within forty-eight (48) hours of issuance of temporary or final certificate of occupancy, or final acceptance of any permit therefor by the appropriate governmental authority(ies), or the occurrence of such destruction, whichever occurs first) from such Unit in order to preserve the sightly condition of the Condominium. Each Owner shall prevent their Unit(s), and any dwelling(s), structure(s), or other improvement(s) thereon from becoming unsightly or unkempt, or from falling into a state of disrepair.

Section 8. Sales Agency and/or Business Office. Notwithstanding anything to the contrary set forth elsewhere herein, Developer and/or any builders which it may designate may construct and maintain on any Unit or Units which they may select, a sales agency and a business office for the sale of any Units and/or dwellings in the Condominium, or in other lands owned by the Developer, or may use said Unit or Units for the construction of a model house or houses for such purposes, and Developer and such designated builders may continue to do so until such time as all of the Units in which Developer or such designated builders have an interest are sold by them.

Section 9. Leasing and Rental.

(a) **Right to Lease.** A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least 6 months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion without approval by the Association.

(b) **Leasing Procedures.** The leasing of Units in the Project shall conform to the following provisions:

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to a potential lessee of the Unit and at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.

(2) Tenants or nonco-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

(3) If the Association determines that the tenant or nonco-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

(ii) The Co-owner shall have 15 days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or nonco-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or nonco-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

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

Section 10. Fences. No fence or wall of any kind shall be erected or maintained on any Unit, except fences constructed of black wrought iron or black aluminum which shall be no larger than 4 feet in height and approved by the Developer; provided, however, no fences shall be allowed on Units 1 through 10, except fences surrounding swimming pools.

Section 11. Signs. No signs or billboards shall be placed, erected, or maintained on any Unit, except for one (1) professional quality sign of not more than six (6) square feet in size and not more than three feet (3') in height for the sole purpose of advertising the Unit and the Dwelling on the Unit for sale or rent.

All permitted signs must also be in compliance with the ordinances and regulations of Shelby Township and all other governmental authorities having jurisdiction with respect thereto. Such sign shall have been constructed and installed in a professional manner and shall comply with all ordinances of the Township. All permitted signs shall be kept clean and in good repair during

the period of its placement and maintenance on any Unit. The provisions of this Section 11 shall not apply to (a) such signs as may be installed or erected on any Unit by Developer, or any builder which it may designate, during the construction period or during periods as any dwelling on any Unit may be used as a model or for display purposes, or (b) any Condominium entrance sign(s).

Section 12. Landscaping.

(a) Upon the completion of a residence on each of the Units, the owner thereof (and the word "owner", as used in this connection, is intended to mean the party who purchases a residence from the builder thereof, and each subsequent purchaser thereof) shall cause all portions of the Unit to be finish-graded, seeded or sodded, and suitably landscaped on or before one hundred twenty (120) days after the completion of the dwelling, or by the next July 1 if the residence is completed between September 1 and May 1 of any year. All lawns and landscaping in the Condominium (including any berm and landscaping areas) shall be of an aesthetically pleasing nature and shall be continuously and properly well maintained at all times. No statues may be placed in the front yard of any dwelling. It is the purpose of this Section 12 to cause the Condominium to develop into a beautiful, harmonious, private residential area.

(b) Should any Owner fail to maintain the lawns, trees, berms, shrubbery, or other landscaping on his Unit in good order and repair in accordance with "good property management", then Developer or the Association may serve written notice upon the Owner setting forth the manner in which the Owner has so failed. In the event that the deficiency of maintenance, repair, or replacement stated in such notice is not cured within fifteen (15) days following the date of such notice, Developer or the Association, as the case may be, shall be authorized and permitted to enter the Unit for the purpose of curing the deficiency. If, following the cure of the deficiency, the deficiency reoccurs and persists, Developer or the Association, as the case may be, shall be authorized and permitted to enter the Unit as often as is reasonably required for the purpose of continually maintaining in good order and repair the lawns, trees, berms, shrubbery, and other landscaping on the Unit, which right of Developer or Association shall continue until such time as Developer or the Association reasonably shall determine that the Owner of the deficient Unit is willing and able to reassume the maintenance responsibility.

The cost incurred by Developer or the Association for such maintenance, repair, and replacement, plus an administrative fee equal to twenty percent (20%) of such cost, shall be due and payable by the Owner of such Unit to Developer or the Association, as the case may be, within ten (10) days following such date as Developer or the Association sends the Owner a bill therefor. If the amount billed is not paid within such ten (10) day period, the unpaid amount shall be a charge on the Unit, shall be a continuing lien upon the Unit, and shall be treated as an additional assessment against the Unit subject to treatment in accordance with the provisions of these Bylaws controlling and affecting such assessments, including, without limitation, those stated in Article VI of these Bylaws.

Section 13. Architectural Control Committee.

(a) Developer may, in its sole discretion, at any time prior to the date on which all of the Units in the Condominium have been sold and conveyed by Developer to third parties, assign, transfer, and delegate to an architectural control committee (the "Architectural Control Committee") all of Developer's rights to approve or refuse to approve any plans, specifications, drawings, elevations, or other matters with respect to the construction or location of any dwelling or Improvement on any Unit in the Condominium. Thereafter, the Architectural Control Committee shall exercise all of the authority and discretion granted to Developer in Section 3 of Article VI hereof relative to approving or disapproving such matters, and Developer shall have no further responsibilities with respect to such matters. The Architectural Control Committee shall be comprised of up to three (3) members to be appointed by Developer. Upon the Transfer Date, Developer shall transfer its right to appoint the members of the Architectural Control Committee to the Association. Until such transfer, Developer reserves the right to appoint and remove members of the Architectural Control Committee in its sole discretion.

(b) Any submission(s) to Developer or the Architectural Control Committee for any approval provided for under these Bylaws shall be in writing, and shall conform to the requirements of Section 2 of Article VI hereof. The primary purpose for providing architectural control is to ensure the proper and harmonious development of the Condominium in order to maximize the aesthetic beauty of the Condominium and its blending with the surrounding area. To this end, Developer or the Architectural Control Committee, as the case may be, shall be deemed to have broad discretion in determining what dwellings or Improvements will enhance the aesthetic beauty and desirability of the Condominium, or otherwise further or be consistent with the purposes of this Bylaws. Approvals and/or waivers may be granted, denied, or conditioned for any reason or for no reason. In no event shall either Developer or the Architectural Control Committee have any liability whatsoever to anyone for their approval or disapproval of any plans, drawings, specifications, or elevations, or the dwellings or Improvements built or to be built pursuant thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty, or otherwise. By way of example, neither Developer nor the Architectural Control Committee shall have liability to anyone for the approval of any plans, specifications, elevations, or the like which are not in conformity with the provisions of these Bylaws, or for the disapproval of any plans, specifications, elevations, or the like which arguably are in conformity with the provisions hereof.

Section 14. Reserved Rights of Developer.

(a) **Developer's Rights In Furtherance of Development and Sales.** None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in the Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access

to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer, and may continue to do so during the entire Development and Sales Period. Developer shall restore the areas so utilized to habitable status upon termination of use.

(b) Enforcement of Bylaws. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period notwithstanding that it may no longer own a Unit in the Condominium which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

(c) Prior approval by Developer. During the Development and Sales Period, no buildings, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height materials, color scheme, location and approximate cost of such structure or improvements and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, a copy of said plans and specifications, as finally approved, lodged permanently with the Developer. The Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

(d) Standard for Developer's Approvals; Exculpation from Liability. In reviewing and passing upon the plans, drawings, specifications, submissions and other matters to be approved or waived by the Developer under this Section, the Developer intends to ensure that the dwellings and other features embodied or reflected therein meet the requirements set forth in this Article VI; however, the Developer reserves the right to waive or modify such restrictions or requirements pursuant to paragraph (e) of this Section. In addition to ensuring that all dwellings comply with the requirements and restrictions of this Article VI, the Developer (or the Association, to the extent approval powers are assigned to it by the Developer) shall have the right to base its approval or disapproval of any plans, designs, specifications, submissions or other matters on such other factors, including completely aesthetic considerations, as the Developer (or the Association) in its sole discretion may determine appropriate or pertinent. The Developer currently intends to take into account the preservation of trees and of the natural setting of the Condominium in passing upon plans, designs, drawings, specifications and other submissions. Except as otherwise expressly provided herein, the Developer or the Association, as the case may be, shall be deemed to have the broadest discretion in determining what dwellings or other structures will enhance the aesthetic beauty and desirability of the Condominium, or otherwise further or be consistent with the purposes

for any restrictions. In no event shall either the Developer (or the agents, officers, employees or consultants thereof), or the Association have any liability whatsoever to anyone for any act or omission contemplated herein, including without limitation the approval or disapproval of plans, drawings, specifications, elevations of the dwellings or other structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example, neither the Developer nor member of the Association shall have liability to anyone for approval of plans, specifications, structures or the like which are not in conformity with the provisions of this Article VI or any other provision contained in the Condominium Documents, or for disapproving plans, specifications, structures or the like which arguably are in conformity with the provisions hereof. In no event shall any party have the right to impose liability on, or otherwise contest judicially, the Developer or any other person for any decision of the Developer (or alleged failure of the Developer to make a decision) relative to the approval or disapproval of a structure or any aspect or other matter as to which the Developer reserves the right to approve or waive under this Master Deed. The approval of the Developer (or the Association, as the case may be) of a building, structure, improvement or other matter shall not be construed as a representative or warranty that the structure or matter is properly designed or that it is conformity with the ordinances or other requirements of Shelby Township or any other governmental authority. Any obligation or duty to ascertain any such non-conformities, or to advise the Owner or any other person of the same (even if known), is hereby disclaimed.

(e) Developer's Right to Waive or Amend Restrictions. Notwithstanding anything herein to the contrary, the Developer reserves the right to approve any structure or activities otherwise prescribed or prohibited hereunder, or to waive any restriction or requirement provided for in this Article VI, if in the Developer's sole discretion such is appropriate in order to maintain the atmosphere, architectural harmony, appearance and value of the Condominium and the Units therein, or to relieve the Owner of a Unit or a contractor from any undue hardship or expense. In no event, however, shall the Developer be deemed to have waived or be estopped from asserting its right to require strict and full compliance with all the restrictions sent forth herein, unless the Developer indicates its intent and agreement to do so in writing.

ARTICLE VII

MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

Section 2. **Insurance.** The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3. **Notification of Meetings.** Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII

VOTING

Section 1. **Vote.** Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Unit owned by such Co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

Section 2. **Eligibility to Vote.** No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to vote for each Unit which it owns.

Section 3. **Designation of Voting Representative.** Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

Section 4. **Quorum.** The presence in person or by proxy of 35% of the Co-owners in

number and in value qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and written votes must be filed with the secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than 50% in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE IX

MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than 50% in number of the Units in the Project (determined with reference to the recorded Consolidating Master Deed) have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to nondeveloper Co-owners of 75% in number of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall

be set by the Board of Directors, and at least 10 days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted, under the Condominium Documents as may be amended, to include in the Condominium.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on the second Tuesday of April each succeeding year after the year in which the First Annual Meeting is held at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by 1/3 of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

Section 6. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspector of elections (at annual meetings or special meetings held for purpose of election of Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meeting of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written

ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum be present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X

ADVISORY COMMITTEE

Within 1 year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least 2 non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that, if more than 50% in number and in value of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners and to aid the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the

Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall initially be comprised of 3 members and shall continue to be so comprised until enlarged to 5 members in accordance with the provisions of Section 2 hereof. Thereafter, the affairs of the Association shall be governed by a Board of 5 Directors all of whom must be members of the Association, except for the first Board of Directors, or its successors as selected by the Developer. Directors' compensation, if any, shall be set by the affirmative vote of 60% of all Co-owners. Directors of the Association who serve prior to the Transitional Control Date shall receive no compensation.

Section 2. Election of Directors.

(a) **First Board of Directors.** The first Board of Directors or its successors as selected by the Developer, shall be composed of 3 persons and such first Board of Directors or its successors as selected by the Developer shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Immediately prior to the appointment of the first non-developer Co-owners to be Board, the Board shall be increased in size from 3 persons to 5 persons. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below.

(b) **Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting.** Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% in number of the Units that may be created, 1 of the 5 Directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% in number of the Units that may be created, 2 of the 5 Directors shall be elected by non-developer Co-owners. When the required percentage levels of conveyance have been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director or Directors, as the case may be. Upon certification by the Co-owners to the Developer of the Director or Directors so elected, the Developer shall then immediately appoint such Director or Directors to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

(c) **Election of Directors at and After First Annual Meeting.**

(i) Not later than 120 days after conveyance of legal or equitable title to

non-developer Co-owners of 75% in number of the Units that may be created, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least 1 Director as long as the Units that remain to be created and sold equal at least 10% of all Units that may be created in the Project. Whenever the 75% conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the elapse of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate 1 member as provided in subsection (i).

(iv) At the First Annual Meeting 3 Directors shall be elected for a term of 2 years and 2 Directors shall be elected for a term of 1 year. At such meeting all nominees shall stand for election as 1 slate and the 3 persons receiving the highest number of votes shall be elected for a term of 2 years and the 2 persons receiving the next highest number of votes shall be elected for a term of 1 year. At each annual meeting held thereafter, either 2 or 3 Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for 2 of the Directors elected at the First Annual Meeting) of each Director shall be 2 years. The Directors shall hold office until their successors have been elected and hold their first meeting.

(v) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties

necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.

Section 4. **Other Duties.** In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

(a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.

(b) To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(c) To carry insurance and collect and allocate the proceeds thereof.

(d) To rebuild improvements after casualty.

(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

(f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of business of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association in number and in value.

(h) To make rules and regulations in accordance with Article VI, Section 9 of these Bylaws.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(j) To enforce the provisions of the Condominium Documents.

Section 5. **Management Agent.** The Board of Directors may employ for the Association

a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among non-developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% in number and in value of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owner shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 10 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least 10 days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on 3 days' notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board

of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

Section 11. **Waiver of Notice.** Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. **Adjournment.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 13. **First Board of Directors.** The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 14. **Fidelity Bonds.** The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XII

OFFICERS

Section 1. **Officers.** The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

(a) **President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all

of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

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

(c) **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

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

Section 2. **Election.** The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. **Removal.** Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. **Duties.** The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XIII

SEAL

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

"corporate seal", and "Michigan".

ARTICLE XIV

FINANCE

Section 1. **Records.** The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 2. **Fiscal Year.** The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3. **Bank.** Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance

of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least 10 days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI

AMENDMENTS

Section 1. **Proposal.** Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by 1/3 or more in number of the Co-owners by instrument in writing signed by them.

Section 2. **Meeting.** Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 3. **Voting.** These Bylaws may be amended by the Co-owners at any regular meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all Co-owners in number and in value. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of 66-2/3% of mortgagees shall be required with each mortgagee to have one vote for each mortgage held.

Section 4. **By Developer.** Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-owner or mortgagee.

Section 5. **When Effective.** Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the County Register of Deeds.

Section 6. **Binding.** A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVII

COMPLIANCE

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

ARTICLE XVIII

DEFINITIONS

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

ARTICLE XIX

REMEDIES FOR DEFAULT

Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

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

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorneys' fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the

provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless in accordance with the provisions of Article XX of these Bylaws.

Section 5. Non-waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XX

ASSESSMENT OF FINES

Section 1. General. The violation by any Co-owner, occupant or guest of any of the provisions of the Condominium Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

Section 2. Procedures. Upon any such violation being alleged by the Board, the following procedures will be followed:

(a) **Notice.** Notice of violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such

reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of these Bylaws.

(b) **Opportunity to Defend.** The offending Co-owner shall have an opportunity to appear before the Board and offer the evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than 10 days from the date of the notice.

(c) **Default.** Failure to respond to the notice of violation constitutes a default.

(d) **Hearing and Decision.** Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. Amounts. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied:

(a) **First Violation.** No fine shall be levied.

(b) **Second Violation.** Twenty Five Dollar (\$25.00) fine.

(c) **Third Violation.** Fifty Dollar (\$50.00) fine.

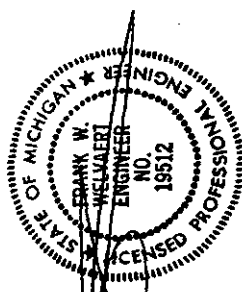
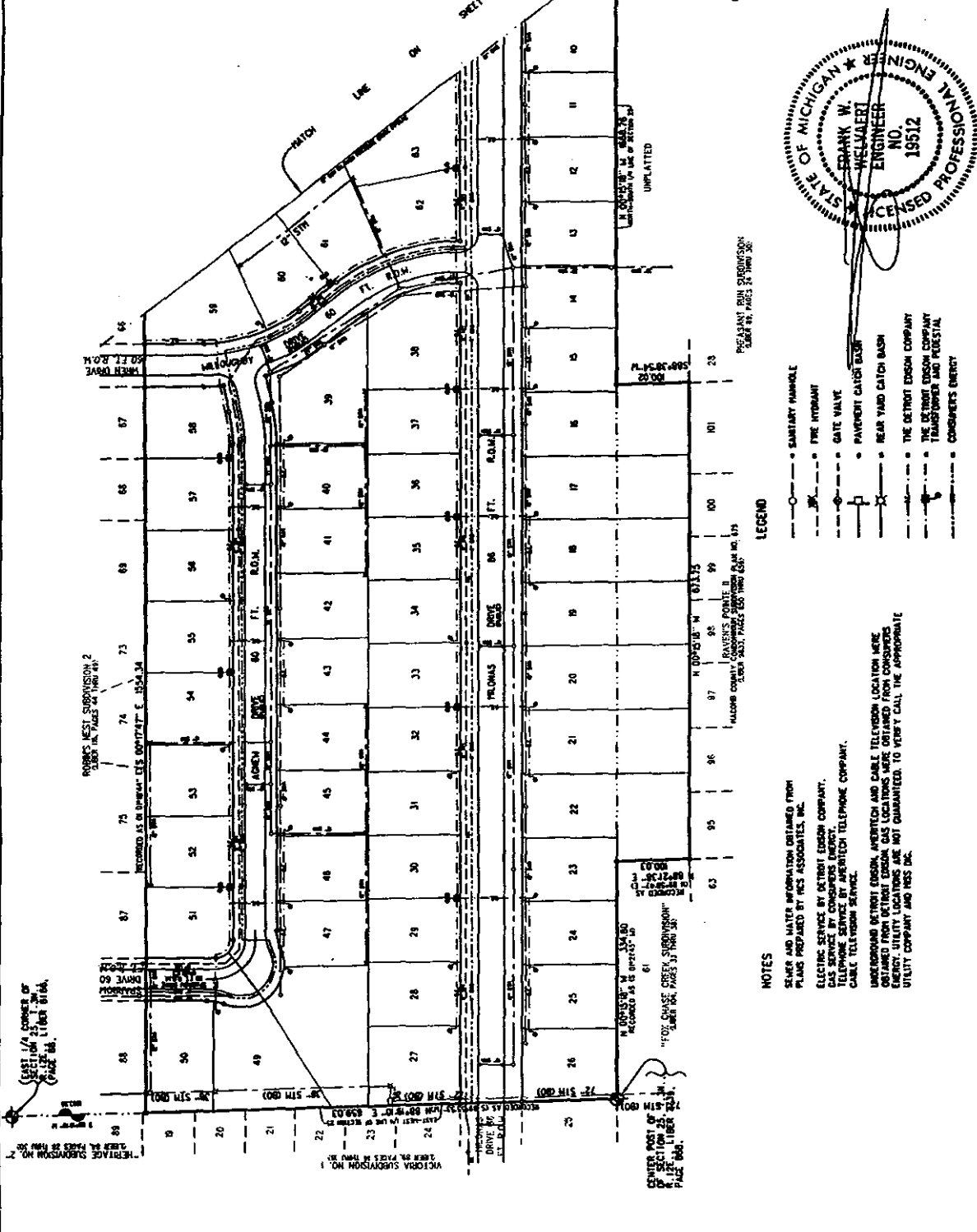
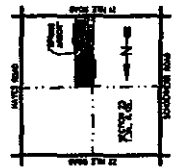
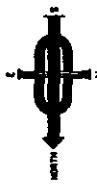
(d) **Fourth Violation and Subsequent Violations.** One Hundred Dollar (\$100.00) fine.

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Document including, without limitations, those described in Article II and Article XIX of the Bylaws.

ARTICLE XXI

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the



- LEGEND**
- SANITARY MANHOLE
 - FIRE HYDRANT
 - GATE VALVE
 - PARALLEL CATCH BASIN
 - REAR YARD CATCH BASIN
 - THE DETROIT EDISON COMPANY
 - THE DETROIT EDISON COMPANY TRANSMISSION AND DISTRIBUTION
 - COMPUSYS ENERGY

NOTES

SEWER AND WATER INFORMATION OBTAINED FROM PLANS PREPARED BY MCS ASSOCIATES, INC.

ELECTRIC SERVICE BY DETROIT EDISON COMPANY.

TELEPHONE SERVICE BY AMERITECH TELEPHONE COMPANY.

CABLE TELEVISION SERVICE.

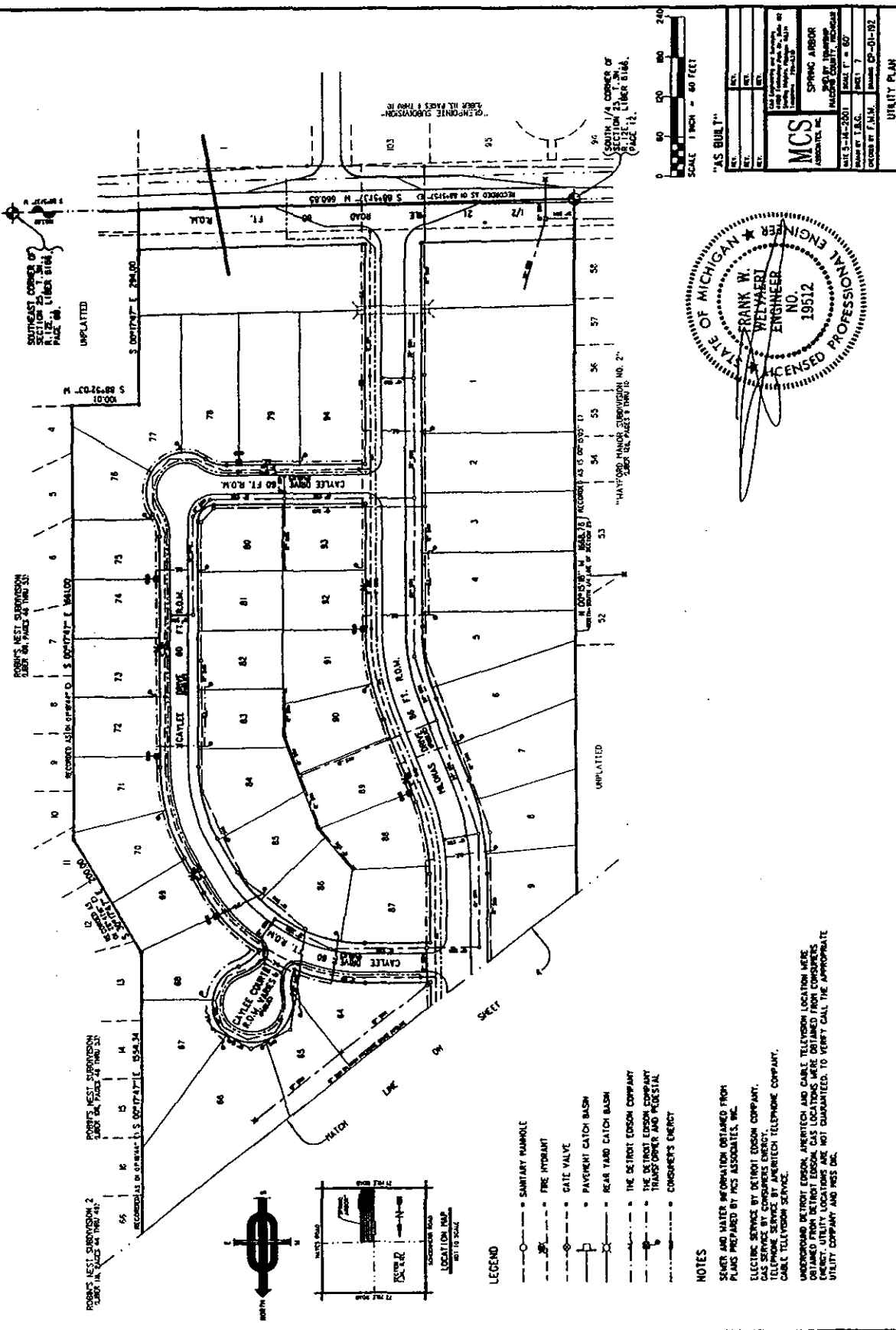
UNDERGROUND DETROIT EDISON, AMERITECH AND CABLE TELEVISION LOCATIONS WERE OBTAINED FROM DETROIT EDISON COMPANY. BUS LOCATIONS WERE OBTAINED FROM DETROIT EDISON COMPANY. UTILITY LOCATIONS ARE NOT GUARANTEED. TO VERIFY CALL THE APPROPRIATE UTILITY COMPANY AND MCS INC.

MCS ASSOCIATES, INC.
 10000 W. 100th St., Suite 100
 Overland Park, KS 66204
 Phone: 913-666-1000
 Fax: 913-666-1001
 Website: www.mcsassoc.com

PROJECT: SEWER AND STORMWATER UTILITY PLAN
DATE: 11/11/03
SCALE: 1" = 60'

DESIGNED BY: MCS
CHECKED BY: MCS
DATE: 11/11/03

PROJECT NO.: 03-01-002
DATE: 11/11/03



STATE OF MICHIGAN
 LICENSED PROFESSIONAL ENGINEER
 NO. 19512
 FRANK W. WEHABER
 ENGINEER

"AS BUILT"

DATE	
REV.	
REV.	
REV.	

MCS ASSOCIATES, INC.
 1000 Riverchase Plaza, Suite 200
 Blythe Creek, Michigan 48135
 PHONE: (313) 742-3333
 FAX: (313) 742-3339

SPRING ARBOR
 3055 East Wacker Drive
 Ann Arbor, MI 48106
 PHONE: (734) 233-6000
 FAX: (734) 233-6001

SCALE: 1" = 60'
 SHEET 7 OF 7
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 UTILITY PLAN

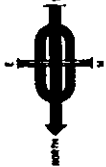
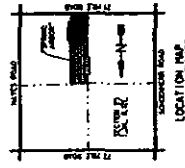
- LEGEND
- SANITARY MANHOLE
 - FIRE HYDRANT
 - GATE VALVE
 - PAVEMENT CATCH BASIN
 - REAR YARD CATCH BASIN
 - THE DETROIT EDISON COMPANY
 - THE DETROIT EDISON COMPANY TRANSFORMER AND MEDUSTIAL
 - CONSUMER'S ENERGY

NOTES

SEWER AND WATER INFORMATION OBTAINED FROM PLANS PREPARED BY MCS ASSOCIATES, INC.

ELECTRIC SERVICE BY DETROIT EDISON COMPANY.
 GAS SERVICE BY CONSUMER'S ENERGY.
 POWER SERVICE BY AMERITECH TELEPHONE COMPANY.
 CABLE TELEVISION SERVICE.

UNDERGROUND DETROIT EDISON, AMERITECH AND CABLE TELEVISION LOCATION WERE OBTAINED FROM DETROIT EDISON. GAS LOCATIONS WERE OBTAINED FROM CONSUMERS ENERGY. LOCATIONS WERE NOT GUARANTEED. TO VERIFY CALL THE APPROPRIATE UTILITY COMPANY AND MCS INC.



POBRY'S WEST SUBDIVISION
 SUBDIVISION 2
 RECORDED AS PER PLAN NO. 1500

POBRY'S WEST SUBDIVISION
 SUBDIVISION 1
 RECORDED AS PER PLAN NO. 5660

POBRY'S WEST SUBDIVISION
 SUBDIVISION 3
 RECORDED AS PER PLAN NO. 5660

POBRY'S WEST SUBDIVISION
 SUBDIVISION 4
 RECORDED AS PER PLAN NO. 5660

POBRY'S WEST SUBDIVISION
 SUBDIVISION 5
 RECORDED AS PER PLAN NO. 5660

POBRY'S WEST SUBDIVISION
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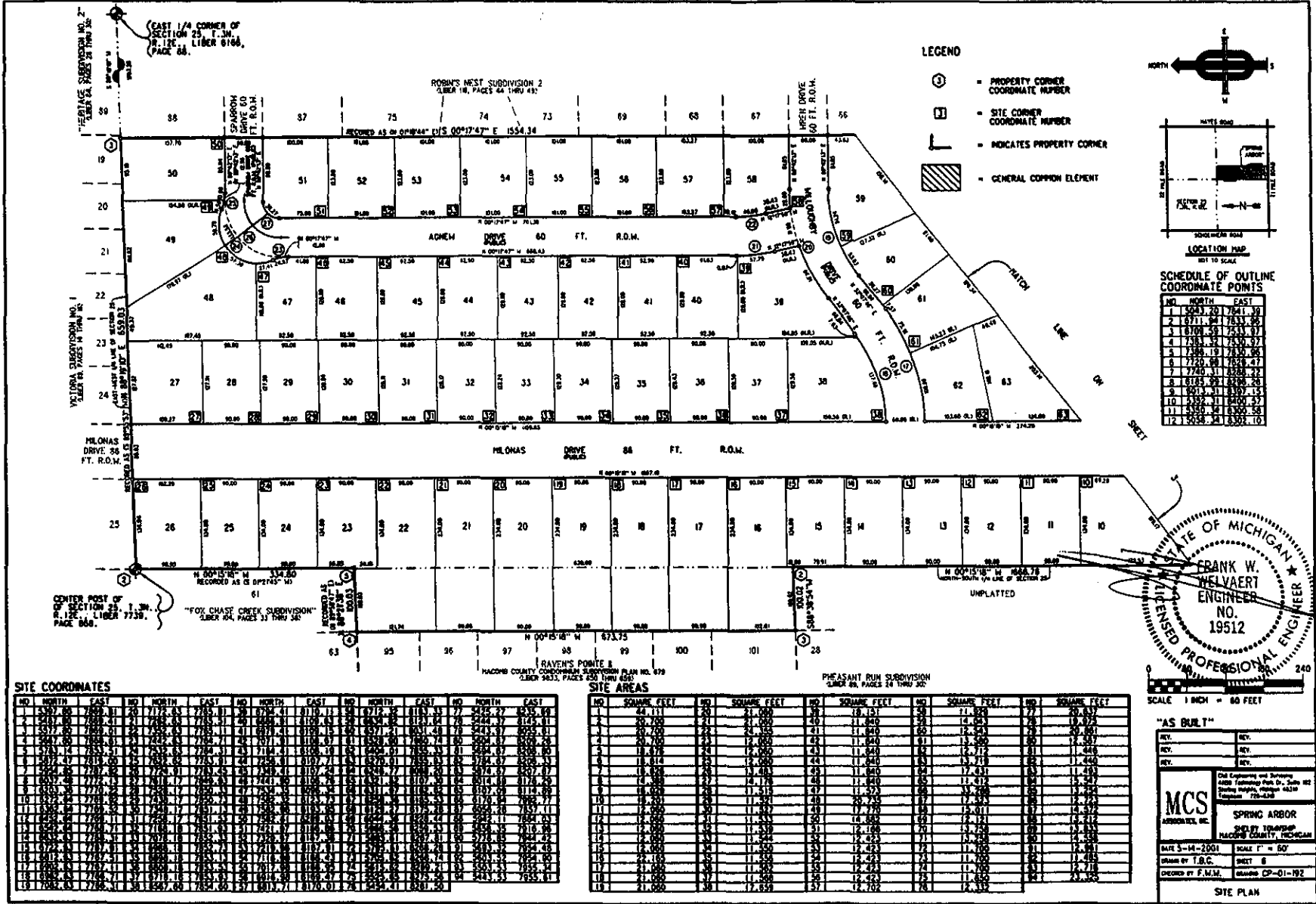
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POBRY'S WEST SUBDIVISION
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 RECORDED AS PER PLAN NO. 5660



SITE COORDINATES

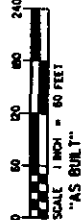
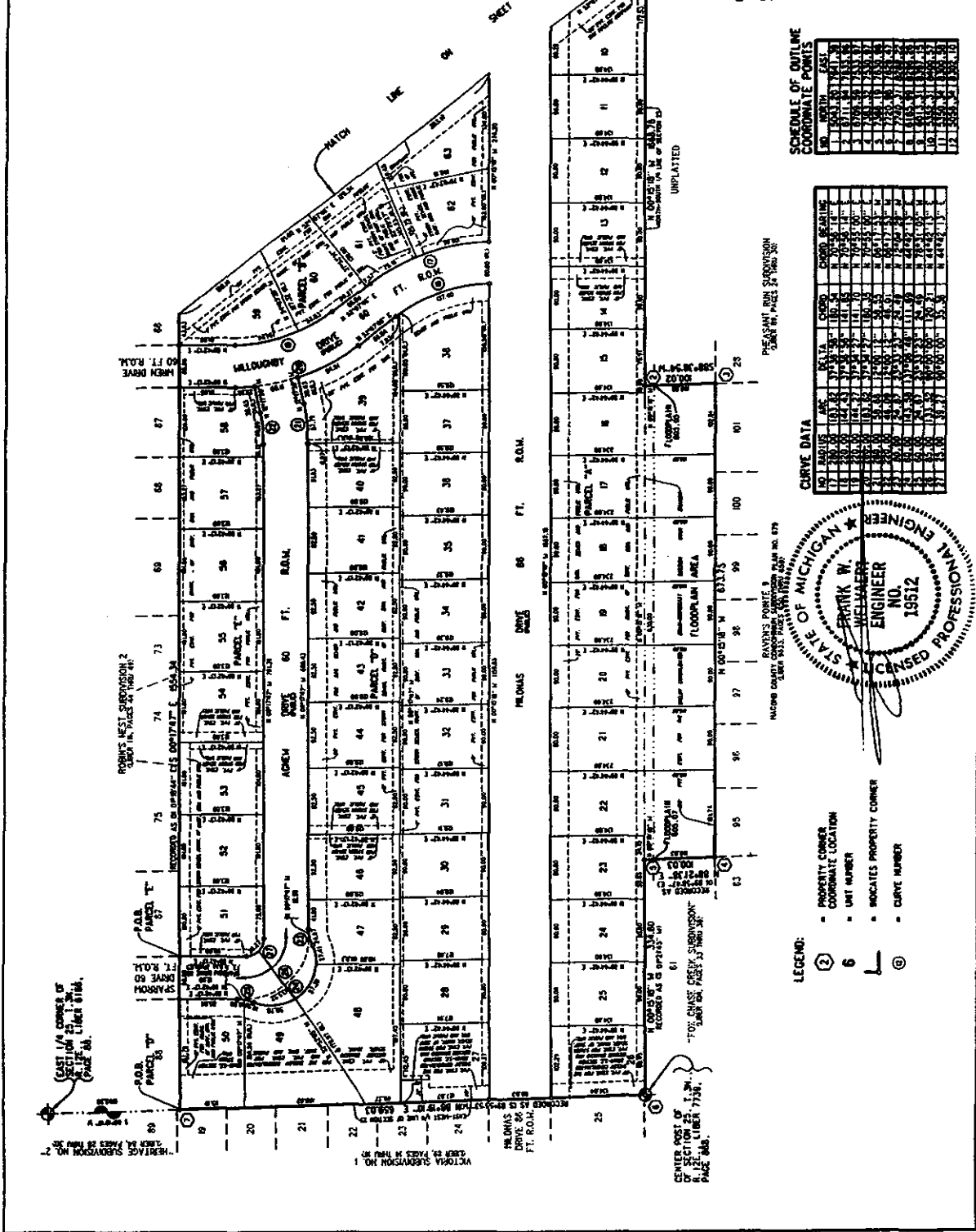
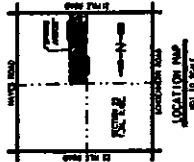
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9	1815.31	1837.15	34	1776.43	1726.11	59	1877.22	1811.21	84	1942.37	1825.81	109	1982.11	1704.30
10	1832.11	1840.37	35	1776.43	1726.11	60	1877.22	1811.21	85	1942.37	1825.81	110	1982.11	1704.30
11	1852.41	1830.58	36	1776.43	1726.11	61	1877.22	1811.21	86	1942.37	1825.81	111	1982.11	1704.30
12	1852.41	1830.10	37	1776.43	1726.11	62	1877.22	1811.21	87	1942.37	1825.81	112	1982.11	1704.30
13	1852.41	1830.10	38	1776.43	1726.11	63	1877.22	1811.21	88	1942.37	1825.81	113	1982.11	1704.30
14	1852.41	1830.10	39	1776.43	1726.11	64	1877.22	1811.21	89	1942.37	1825.81	114	1982.11	1704.30
15	1852.41	1830.10	40	1776.43	1726.11	65	1877.22	1811.21	90	1942.37	1825.81	115	1982.11	1704.30
16	1852.41	1830.10	41	1776.43	1726.11	66	1877.22	1811.21	91	1942.37	1825.81	116	1982.11	1704.30
17	1852.41	1830.10	42	1776.43	1726.11	67	1877.22	1811.21	92	1942.37	1825.81	117	1982.11	1704.30
18	1852.41	1830.10	43	1776.43	1726.11	68	1877.22	1811.21	93	1942.37	1825.81	118	1982.11	1704.30
19	1852.41	1830.10	44	1776.43	1726.11	69	1877.22	1811.21	94	1942.37	1825.81	119	1982.11	1704.30
20	1852.41	1830.10	45	1776.43	1726.11	70	1877.22	1811.21	95	1942.37	1825.81	120	1982.11	1704.30
21	1852.41	1830.10	46	1776.43	1726.11	71	1877.22	1811.21	96	1942.37	1825.81	121	1982.11	1704.30
22	1852.41	1830.10	47	1776.43	1726.11	72	1877.22	1811.21	97	1942.37	1825.81	122	1982.11	1704.30
23	1852.41	1830.10	48	1776.43	1726.11	73	1877.22	1811.21	98	1942.37	1825.81	123	1982.11	1704.30
24	1852.41	1830.10	49	1776.43	1726.11	74	1877.22	1811.21	99	1942.37	1825.81	124	1982.11	1704.30
25	1852.41	1830.10	50	1776.43	1726.11	75	1877.22	1811.21	100	1942.37	1825.81	125	1982.11	1704.30

SITE AREAS

NO.	SQUARE FEET	NO.	SQUARE FEET	NO.	SQUARE FEET	NO.	SQUARE FEET
1	20,720	26	21,000	51	21,000	76	21,000
2	20,720	27	21,000	52	21,000	77	21,000
3	20,720	28	21,000	53	21,000	78	21,000
4	20,720	29	21,000	54	21,000	79	21,000
5	20,720	30	21,000	55	21,000	80	21,000
6	20,720	31	21,000	56	21,000	81	21,000
7	20,720	32	21,000	57	21,000	82	21,000
8	20,720	33	21,000	58	21,000	83	21,000
9	20,720	34	21,000	59	21,000	84	21,000
10	20,720	35	21,000	60	21,000	85	21,000
11	20,720	36	21,000	61	21,000	86	21,000
12	20,720	37	21,000	62	21,000	87	21,000
13	20,720	38	21,000	63	21,000	88	21,000
14	20,720	39	21,000	64	21,000	89	21,000
15	20,720	40	21,000	65	21,000	90	21,000
16	20,720	41	21,000	66	21,000	91	21,000
17	20,720	42	21,000	67	21,000	92	21,000
18	20,720	43	21,000	68	21,000	93	21,000
19	20,720	44	21,000	69	21,000	94	21,000
20	20,720	45	21,000	70	21,000	95	21,000
21	20,720	46	21,000	71	21,000	96	21,000
22	20,720	47	21,000	72	21,000	97	21,000
23	20,720	48	21,000	73	21,000	98	21,000
24	20,720	49	21,000	74	21,000	99	21,000
25	20,720	50	21,000	75	21,000	100	21,000

STATE OF MICHIGAN
 FRANK W. HELVAERT
 ENGINEER
 NO. 19512
 LICENSED PROFESSIONAL ENGINEER

SCALE 1" = 60 FEET
 "AS BUILT"
 MCS ASSOCIATES, INC.
 4800 Fairway Park Dr., Suite 102
 Spring Arbor, Michigan 48130
 Telephone: 734-438-4300
 SPRING ARBOR
 SUB BY TOWNSHIP
 HADSBOROUGH COUNTY, MICHIGAN
 MAP 5-14-2001 SCALE 1" = 60'
 DRAWN BY T.B.C. SHEET 8
 CHECKED BY F.W.H. GRADED CP-01-192
 SITE PLAN



MCS
 CONSULTANTS
 10000 Spring Arbor Road
 Spring Arbor, Michigan 48881
 PHONE: 517-881-1111
 FAX: 517-881-1112
 DATE: 5-14-2001
 DRAWN BY: J.B.C.
 SHEET: 4
 SCALE: 1" = 60'
 PROJECT: MICHIGAN CREEK SUBDIVISION
 SHEET: 4 OF 4
 CHECKED BY: J.A.M.
 DRAWING NO.: 02-01-197

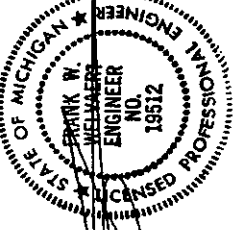
DATE: 5-14-2001
 DRAWN BY: J.B.C.
 SHEET: 4
 SCALE: 1" = 60'
 PROJECT: MICHIGAN CREEK SUBDIVISION
 SHEET: 4 OF 4
 CHECKED BY: J.A.M.
 DRAWING NO.: 02-01-197

SCHEDULE OF OUTLINE COORDINATE POINTS

NO.	EASTING	NORTHING
1	100.00	100.00
2	100.00	100.00
3	100.00	100.00
4	100.00	100.00
5	100.00	100.00
6	100.00	100.00
7	100.00	100.00
8	100.00	100.00
9	100.00	100.00
10	100.00	100.00
11	100.00	100.00
12	100.00	100.00
13	100.00	100.00
14	100.00	100.00
15	100.00	100.00
16	100.00	100.00
17	100.00	100.00
18	100.00	100.00
19	100.00	100.00
20	100.00	100.00
21	100.00	100.00
22	100.00	100.00
23	100.00	100.00
24	100.00	100.00
25	100.00	100.00
26	100.00	100.00
27	100.00	100.00
28	100.00	100.00
29	100.00	100.00
30	100.00	100.00
31	100.00	100.00
32	100.00	100.00
33	100.00	100.00
34	100.00	100.00
35	100.00	100.00
36	100.00	100.00
37	100.00	100.00
38	100.00	100.00
39	100.00	100.00
40	100.00	100.00
41	100.00	100.00
42	100.00	100.00
43	100.00	100.00
44	100.00	100.00
45	100.00	100.00
46	100.00	100.00
47	100.00	100.00
48	100.00	100.00
49	100.00	100.00
50	100.00	100.00
51	100.00	100.00
52	100.00	100.00
53	100.00	100.00
54	100.00	100.00
55	100.00	100.00
56	100.00	100.00
57	100.00	100.00
58	100.00	100.00
59	100.00	100.00
60	100.00	100.00
61	100.00	100.00

CURVE DATA

NO.	RADIUS	ARC	DELTA	CHORD	CHORD BEARING
1	100.00	100.00	180.00	100.00	N 00°00'00" E
2	100.00	100.00	180.00	100.00	N 00°00'00" E
3	100.00	100.00	180.00	100.00	N 00°00'00" E
4	100.00	100.00	180.00	100.00	N 00°00'00" E
5	100.00	100.00	180.00	100.00	N 00°00'00" E
6	100.00	100.00	180.00	100.00	N 00°00'00" E
7	100.00	100.00	180.00	100.00	N 00°00'00" E
8	100.00	100.00	180.00	100.00	N 00°00'00" E
9	100.00	100.00	180.00	100.00	N 00°00'00" E
10	100.00	100.00	180.00	100.00	N 00°00'00" E
11	100.00	100.00	180.00	100.00	N 00°00'00" E
12	100.00	100.00	180.00	100.00	N 00°00'00" E
13	100.00	100.00	180.00	100.00	N 00°00'00" E
14	100.00	100.00	180.00	100.00	N 00°00'00" E
15	100.00	100.00	180.00	100.00	N 00°00'00" E
16	100.00	100.00	180.00	100.00	N 00°00'00" E
17	100.00	100.00	180.00	100.00	N 00°00'00" E
18	100.00	100.00	180.00	100.00	N 00°00'00" E
19	100.00	100.00	180.00	100.00	N 00°00'00" E
20	100.00	100.00	180.00	100.00	N 00°00'00" E
21	100.00	100.00	180.00	100.00	N 00°00'00" E
22	100.00	100.00	180.00	100.00	N 00°00'00" E
23	100.00	100.00	180.00	100.00	N 00°00'00" E
24	100.00	100.00	180.00	100.00	N 00°00'00" E
25	100.00	100.00	180.00	100.00	N 00°00'00" E
26	100.00	100.00	180.00	100.00	N 00°00'00" E
27	100.00	100.00	180.00	100.00	N 00°00'00" E
28	100.00	100.00	180.00	100.00	N 00°00'00" E
29	100.00	100.00	180.00	100.00	N 00°00'00" E
30	100.00	100.00	180.00	100.00	N 00°00'00" E
31	100.00	100.00	180.00	100.00	N 00°00'00" E
32	100.00	100.00	180.00	100.00	N 00°00'00" E
33	100.00	100.00	180.00	100.00	N 00°00'00" E
34	100.00	100.00	180.00	100.00	N 00°00'00" E
35	100.00	100.00	180.00	100.00	N 00°00'00" E
36	100.00	100.00	180.00	100.00	N 00°00'00" E
37	100.00	100.00	180.00	100.00	N 00°00'00" E
38	100.00	100.00	180.00	100.00	N 00°00'00" E
39	100.00	100.00	180.00	100.00	N 00°00'00" E
40	100.00	100.00	180.00	100.00	N 00°00'00" E
41	100.00	100.00	180.00	100.00	N 00°00'00" E
42	100.00	100.00	180.00	100.00	N 00°00'00" E
43	100.00	100.00	180.00	100.00	N 00°00'00" E
44	100.00	100.00	180.00	100.00	N 00°00'00" E
45	100.00	100.00	180.00	100.00	N 00°00'00" E
46	100.00	100.00	180.00	100.00	N 00°00'00" E
47	100.00	100.00	180.00	100.00	N 00°00'00" E
48	100.00	100.00	180.00	100.00	N 00°00'00" E
49	100.00	100.00	180.00	100.00	N 00°00'00" E
50	100.00	100.00	180.00	100.00	N 00°00'00" E
51	100.00	100.00	180.00	100.00	N 00°00'00" E
52	100.00	100.00	180.00	100.00	N 00°00'00" E
53	100.00	100.00	180.00	100.00	N 00°00'00" E
54	100.00	100.00	180.00	100.00	N 00°00'00" E
55	100.00	100.00	180.00	100.00	N 00°00'00" E
56	100.00	100.00	180.00	100.00	N 00°00'00" E
57	100.00	100.00	180.00	100.00	N 00°00'00" E
58	100.00	100.00	180.00	100.00	N 00°00'00" E
59	100.00	100.00	180.00	100.00	N 00°00'00" E
60	100.00	100.00	180.00	100.00	N 00°00'00" E
61	100.00	100.00	180.00	100.00	N 00°00'00" E



- LEGEND:**
- ① - PROPERTY CORNER
 - ② - COORDINATE LOCATION
 - ③ - UNIT NUMBER
 - ④ - INDICATES PROPERTY CORNER
 - ⑤ - CURVE NUMBER

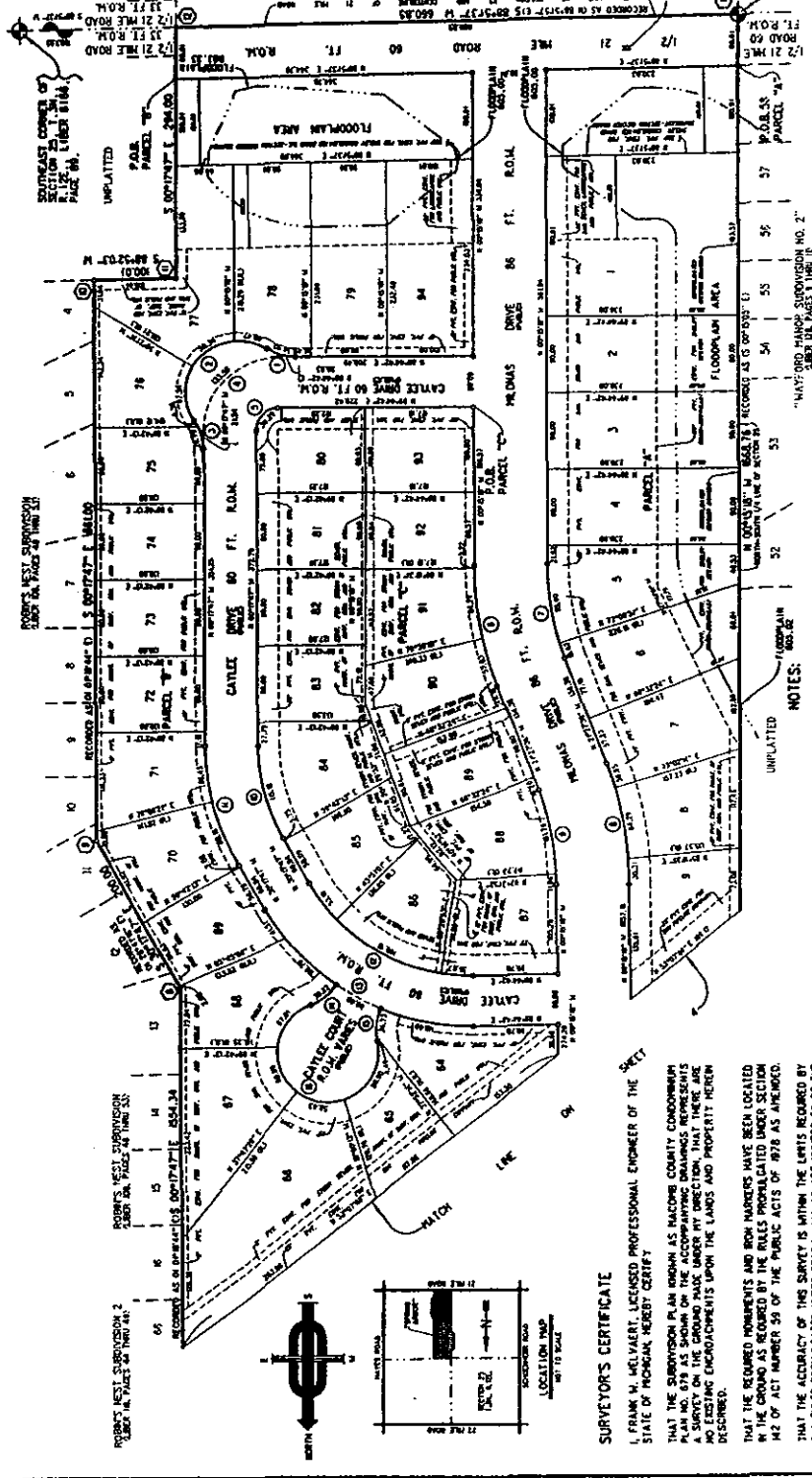
PHOENIX SUBDIVISION
 SHEET NO. 1 OF 3

RAVEN'S POINTE
 SHEET NO. 2 OF 3

FOX CHASE CREEK SUBDIVISION
 SHEET NO. 3 OF 3

SCHEDULE OF OUTLINE COORDINATE POINTS

NO.	EAST	NORTH
1	2471.41	752.31
2	2471.41	752.31
3	2471.41	752.31
4	2471.41	752.31
5	2471.41	752.31
6	2471.41	752.31
7	2471.41	752.31
8	2471.41	752.31
9	2471.41	752.31
10	2471.41	752.31
11	2471.41	752.31
12	2471.41	752.31



AS BUILT
SCALE 1 INCH = 60 FEET

NO.	DATE	BY	REVISION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

MCS ASSOCIATES, INC.
SURVEY PLAN
SPRING ARBOR
MICHIGAN

DATE: 11-14-2020
DRAWN BY: J. B. BOSTON
CHECKED BY: E. J. M. JAMES
PROJECT NO.: 02-01-02

CURVE DATA

NO.	RADIUS	ARC	DELTA	CHORD	CHORD BEARING
1	60.00	3.43	37.41	37.41	271.59
2	60.00	3.43	37.41	37.41	271.59
3	60.00	3.43	37.41	37.41	271.59
4	60.00	3.43	37.41	37.41	271.59
5	60.00	3.43	37.41	37.41	271.59
6	60.00	3.43	37.41	37.41	271.59
7	60.00	3.43	37.41	37.41	271.59
8	60.00	3.43	37.41	37.41	271.59
9	60.00	3.43	37.41	37.41	271.59
10	60.00	3.43	37.41	37.41	271.59
11	60.00	3.43	37.41	37.41	271.59
12	60.00	3.43	37.41	37.41	271.59
13	60.00	3.43	37.41	37.41	271.59
14	60.00	3.43	37.41	37.41	271.59
15	60.00	3.43	37.41	37.41	271.59
16	60.00	3.43	37.41	37.41	271.59
17	60.00	3.43	37.41	37.41	271.59
18	60.00	3.43	37.41	37.41	271.59
19	60.00	3.43	37.41	37.41	271.59
20	60.00	3.43	37.41	37.41	271.59
21	60.00	3.43	37.41	37.41	271.59
22	60.00	3.43	37.41	37.41	271.59
23	60.00	3.43	37.41	37.41	271.59
24	60.00	3.43	37.41	37.41	271.59
25	60.00	3.43	37.41	37.41	271.59
26	60.00	3.43	37.41	37.41	271.59
27	60.00	3.43	37.41	37.41	271.59
28	60.00	3.43	37.41	37.41	271.59
29	60.00	3.43	37.41	37.41	271.59
30	60.00	3.43	37.41	37.41	271.59
31	60.00	3.43	37.41	37.41	271.59
32	60.00	3.43	37.41	37.41	271.59
33	60.00	3.43	37.41	37.41	271.59
34	60.00	3.43	37.41	37.41	271.59
35	60.00	3.43	37.41	37.41	271.59
36	60.00	3.43	37.41	37.41	271.59
37	60.00	3.43	37.41	37.41	271.59
38	60.00	3.43	37.41	37.41	271.59
39	60.00	3.43	37.41	37.41	271.59
40	60.00	3.43	37.41	37.41	271.59
41	60.00	3.43	37.41	37.41	271.59
42	60.00	3.43	37.41	37.41	271.59
43	60.00	3.43	37.41	37.41	271.59
44	60.00	3.43	37.41	37.41	271.59
45	60.00	3.43	37.41	37.41	271.59
46	60.00	3.43	37.41	37.41	271.59
47	60.00	3.43	37.41	37.41	271.59
48	60.00	3.43	37.41	37.41	271.59
49	60.00	3.43	37.41	37.41	271.59
50	60.00	3.43	37.41	37.41	271.59
51	60.00	3.43	37.41	37.41	271.59
52	60.00	3.43	37.41	37.41	271.59
53	60.00	3.43	37.41	37.41	271.59
54	60.00	3.43	37.41	37.41	271.59
55	60.00	3.43	37.41	37.41	271.59
56	60.00	3.43	37.41	37.41	271.59
57	60.00	3.43	37.41	37.41	271.59
58	60.00	3.43	37.41	37.41	271.59
59	60.00	3.43	37.41	37.41	271.59
60	60.00	3.43	37.41	37.41	271.59
61	60.00	3.43	37.41	37.41	271.59
62	60.00	3.43	37.41	37.41	271.59
63	60.00	3.43	37.41	37.41	271.59
64	60.00	3.43	37.41	37.41	271.59
65	60.00	3.43	37.41	37.41	271.59
66	60.00	3.43	37.41	37.41	271.59
67	60.00	3.43	37.41	37.41	271.59
68	60.00	3.43	37.41	37.41	271.59
69	60.00	3.43	37.41	37.41	271.59
70	60.00	3.43	37.41	37.41	271.59
71	60.00	3.43	37.41	37.41	271.59
72	60.00	3.43	37.41	37.41	271.59
73	60.00	3.43	37.41	37.41	271.59
74	60.00	3.43	37.41	37.41	271.59
75	60.00	3.43	37.41	37.41	271.59
76	60.00	3.43	37.41	37.41	271.59
77	60.00	3.43	37.41	37.41	271.59
78	60.00	3.43	37.41	37.41	271.59
79	60.00	3.43	37.41	37.41	271.59
80	60.00	3.43	37.41	37.41	271.59
81	60.00	3.43	37.41	37.41	271.59
82	60.00	3.43	37.41	37.41	271.59
83	60.00	3.43	37.41	37.41	271.59
84	60.00	3.43	37.41	37.41	271.59
85	60.00	3.43	37.41	37.41	271.59
86	60.00	3.43	37.41	37.41	271.59
87	60.00	3.43	37.41	37.41	271.59
88	60.00	3.43	37.41	37.41	271.59
89	60.00	3.43	37.41	37.41	271.59
90	60.00	3.43	37.41	37.41	271.59
91	60.00	3.43	37.41	37.41	271.59
92	60.00	3.43	37.41	37.41	271.59
93	60.00	3.43	37.41	37.41	271.59
94	60.00	3.43	37.41	37.41	271.59

NOTES:

- ALL BEARINGS ON THIS PLAN ARE IN RELATION TO THE BEARINGS OF THE EAST LINE OF "THE ASANT RUM SUBDIVISION" AS RECORDED IN LIBER 49, PAGES 24 THROUGH 30, MACOMB COUNTY RECORDS.
- THESE SHALL BE NO DIRECT VERTICAL ACCESS TO 21 FOLE ROAD FROM SITES 1, 77, 78, 79 AND 94.

LEGEND:

- ① PROPERTY CORNER
- ② COORDINATE LOCATION
- ③ LIMIT NUMBER
- ④ INDICATES PROPERTY CORNER
- ⑤ CURVE NUMBER

SURVEYOR'S CERTIFICATE

I, FRANK W. WELVAERT, LICENSED PROFESSIONAL ENGINEER OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN HEREON AS MACOMB COUNTY CONFORMANCE PLAN NO. 24 IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCUMBRANCES UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND BENCH MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 42 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978 AS AMENDED.

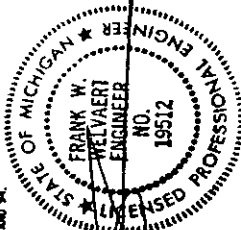
THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 42 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978 AS AMENDED.

THAT THE BEARINGS SHOWN ARE NOTED ON SURVEY AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 42 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978 AS AMENDED.

SIGNED: *Frank W. Welvaert*
 DATE: *11-14-2020*
 FRANK W. WELVAERT
 LICENSED PROFESSIONAL ENGINEER
 REGISTRATION NO. 95312

MCS ASSOCIATES, INC.
 4150 TECHNOLOGY PARK DR.
 SUITE 102
 SPRING ARBOR, MICHIGAN 48134

BENCHMARKS (U.S.C.S. DATUM):
 NO. 1 I.X. NAIL IN THE NORTH FACE OF A UTILITY POLE, LOCATED ALONG THE SOUTH SIDE OF 21 MILE ROAD, 170 FT. WEST OF THE EAST PROPERTY LINE. ELEVATION 609.78
 NO. 2 ARROW ON HYDRANT, LOCATED ALONG THE NORTH SIDE OF 21 FOLE ROAD, 153 FT. EAST OF THE WEST PROPERTY LINE. ELEVATION 609.81



PARCEL "C"

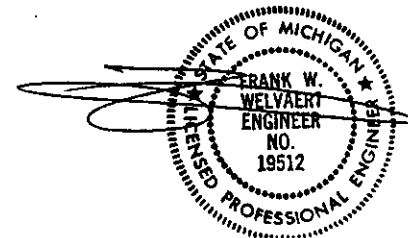
PART OF THE SOUTHEAST 1/4 OF SECTION 25, T.3N., R.12E., SHELBY TOWNSHIP, MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS S88°51'37"W 1983.02 FT. ALONG THE SOUTH LINE OF SAID SECTION 25 AND THE CENTERLINE OF 21 MILE ROAD (1/2 60 FT. R.O.W.) AND N00°17'47"W 60.01 FT. AND S88°51'37"W 344.76 FT. ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF 21 MILE ROAD (1/2 60 FT. R.O.W.) AND N00°15'18"W 394.04 FT. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MILONAS DRIVE (86 FT. R.O.W.) FROM THE SOUTHEAST CORNER OF SAID SECTION 25, T.3N., R.12E.; THENCE CONTINUING THE FOLLOWING FIVE (5) COURSES ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF MILONAS DRIVE (86 FT. R.O.W.): N00°15'18"W 186.57 FT. AND NORTHERLY 145.45 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 393.00 FT., CENTRAL ANGLE OF 21°12'18", LONG CHORD BEARS N10°51'27"W 144.62 FT.) AND N21°27'36"W 134.38 FT. AND NORTHERLY 113.62 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 307.00 FT., CENTRAL ANGLE OF 21°12'18", LONG CHORD BEARS N10°51'27"W 112.97 FT.) AND N00°15'18"W 105.28 FT.; THENCE THE FOLLOWING SEVEN (7) COURSES ALONG THE RIGHT-OF-WAY LINE OF CAYLEE DRIVE (60 FT. R.O.W.): N89°44'42"E 99.70 FT. AND EASTERLY 230.22 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 220.00 FT., CENTRAL ANGLE OF 59°57'31", LONG CHORD BEARS S60°16'33"E 219.86 FT.) AND S30°17'47"E 60.84 FT. AND SOUTHERLY 115.19 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 220.00 FT., CENTRAL ANGLE OF 30°00'00", LONG CHORD BEARS S15°17'47"E 113.88 FT.) AND S00°17'47"E 372.79 FT. AND SOUTHWESTERLY 39.29 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 25.00 FT., CENTRAL ANGLE OF 90°02'29", LONG CHORD BEARS S44°43'27"W 35.37 FT.) AND S89°44'42"W 229.42 FT. TO THE POINT OF BEGINNING.
CONTAINING 181,826 SQUARE FEET --- 4.174 ACRES

PARCEL "D"

PART OF THE SOUTHEAST 1/4 OF SECTION 25, T.3N., R.12E., SHELBY TOWNSHIP, MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS S88°19'10"W 1993.26 FT. ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 25 FROM THE EAST 1/4 CORNER OF SAID SECTION 25, T.3N., R.12E.; THENCE S00°17'47"E 157.70 FT. ALONG THE WEST LINE OF "ROBIN'S NEST SUBDIVISION 2" (LIBER 116 OF PLATS, PAGES 44 THROUGH 49, INCLUSIVE, MACOMB COUNTY RECORDS); THENCE THE FOLLOWING SEVEN (7) COURSES ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SPARROW DRIVE (60 FT. R.O.W.) AND THE WESTERLY RIGHT-OF-WAY LINE OF AGNEW DRIVE (60 FT. R.O.W.): S89°42'13"W 85.04 FT. AND WESTERLY 24.67 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 60.00 FT., CENTRAL ANGLE OF 23°33'23", LONG CHORD BEARS N78°31'05"W 24.49 FT.) AND SOUTHWESTERLY 143.58 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 60.00 FT., CENTRAL ANGLE OF 137°06'46", LONG CHORD BEARS S44°42'13"W 111.69 FT.) AND SOUTHERLY 24.67 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 60.00 FT., CENTRAL ANGLE OF 23°33'23", LONG CHORD BEARS S12°04'29"E 24.49 FT.) AND S00°17'47"E 688.43 FT. AND SOUTHERLY 58.86 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 280.00 FT., CENTRAL ANGLE OF 12°00'12", LONG CHORD BEARS S06°17'53"E 58.55 FT.) AND S12°17'59"E 38.43 FT.; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WILLOUGHBY DRIVE (60 FT. R.O.W.): WESTERLY 94.91 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 280.00 FT., CENTRAL ANGLE OF 19°25'13", LONG CHORD BEARS S61°50'23"W 94.45 FT.) AND S52°07'46"W 66.84 FT. AND WESTERLY 144.43 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 220.00 FT., CENTRAL ANGLE OF 37°36'56", LONG CHORD BEARS S70°56'14"W 141.85 FT.); THENCE N00°15'18"W 1159.85 FT. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MILONAS DRIVE (86 FT. R.O.W.); THENCE N88°19'10"E 438.96 FT. ALONG THE SAID EAST-WEST 1/4 LINE OF SAID SECTION 25, ALSO BEING THE SOUTH LINE OF "VICTORIA SUBDIVISION NO. 1" (LIBER 89 OF PLATS, PAGES 14 THROUGH 16, INCLUSIVE, MACOMB COUNTY RECORDS) TO THE POINT OF BEGINNING.
CONTAINING 313,240 SQUARE FEET --- 7.191 ACRES

PARCEL "E"

PART OF THE SOUTHEAST 1/4 OF SECTION 25, T.3N., R.12E., SHELBY TOWNSHIP, MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS S88°19'10"W 1993.26 FT. ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 25 AND S00°17'47"E 217.70 FT. ALONG THE WEST LINE OF "ROBIN'S NEST SUBDIVISION 2" (LIBER 116 OF PLATS, PAGES 44 THROUGH 49, INCLUSIVE, MACOMB COUNTY RECORDS) FROM THE EAST 1/4 CORNER OF SAID SECTION 25, T.3N., R.12E.; THENCE CONTINUING ALONG THE WEST LINE OF SAID "ROBIN'S NEST SUBDIVISION 2": S00°17'47"E 808.27 FT.; THENCE THE FOLLOWING TWO (2) COURSES ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WILLOUGHBY DRIVE (60 FT. R.O.W.): S89°42'13"W 81.65 FT. AND WESTERLY 28.60 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 280.00 FT., CENTRAL ANGLE OF 05°51'10", LONG CHORD BEARS S86°46'38"W 28.59 FT.); THENCE THE FOLLOWING THREE (3) COURSES ALONG THE EASTERLY RIGHT-OF-WAY LINE OF AGNEW DRIVE (60 FT. R.O.W.): N12°17'59"W 38.43 FT. AND NORTHERLY 46.09 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 220.00 FT., CENTRAL ANGLE OF 12°00'12", LONG CHORD BEARS N06°17'53"W 46.01 FT.) AND N00°17'47"W 701.39 FT.; THENCE THE FOLLOWING TWO (2) COURSES ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SPARROW DRIVE (60 FT. R.O.W.): NORTHEASTERLY 39.27 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 25.00 FT., CENTRAL ANGLE OF 90°00'00", LONG CHORD BEARS N44°42'13"E 35.36 FT.) AND N89°42'13"E 98.00 FT. TO THE POINT OF BEGINNING.
CONTAINING 98,912 SQUARE FEET --- 2.271 ACRES



"AS BUILT"	
REV.	BY:
REV.	BY:
REV.	BY:
Old Engineering and Surveying 4188 Lakeshore Park Dr., Suite 103 Spring Arbor, Michigan 49131 (734) 233-1233	
SPRING ARBOR Surveying & Engineering MACOMB COUNTY, MICHIGAN	
DATE 3-14-2001	SCALE NONE
DRAWN BY T.B.G.	SHEET 2
CHECKED BY F.W.W.	ISSUED CP-01-192
COVER SHEET	

**MACOMB COUNTY CONDOMINIUM
SUBDIVISION PLAN NO.
EXHIBIT "B" TO THE MASTER DEED OF
SPRING ARBOR
SHELBY TOWNSHIP
MACOMB COUNTY, MICHIGAN**

ATTENTION: MACOMB COUNTY REGISTER OF DEEDS

SHEET INDEX

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE AND THE SURVEYOR'S CERTIFICATE ON SHEET NO. 3.

SHEET 1-2 COVER SHEET
SHEET 3-4 SURVEY PLAN
SHEET 5-6 SITE PLAN
SHEET 7-8 UTILITY PLAN

THESE AS-BUILT DOCUMENTS WERE PREPARED ON THE BASIS OF ENGINEERING PLANS AND CONDOMINIUM PLATS PREPARED BY MCS ASSOCIATES, INC.. THE UNIT TYPES, INTERIOR DIMENSIONS AND AREAS ARE BASED ON DEVELOPER SUPPLIED INFORMATION. THE AS-BUILT LOCATIONS OF EACH OF THE PUBLIC UTILITIES (NATURAL GAS, ELECTRIC, TELEPHONE AND CABLE TV), AS OBTAINED BY EACH OF THE UTILITY COMPANIES WILL BE RECORDED ALONG WITH THESE DOCUMENTS. THE GENERAL AND LIMITED COMMON ELEMENTS DEPICTED ON THESE DOCUMENTS ARE AN ACCURATE REPRESENTATION OF THE UNIT CONDITIONS, AS-BUILT LOCATIONS OF THE BUILDINGS, UNITS, DRIVES, STREET PAVEMENT, UTILITIES AND UNIT AREAS HAVE BEEN INCLUDED IN THESE AS-BUILT DOCUMENTS AS REQUIRED BY THE CONDOMINIUM ACT.

LEGAL DESCRIPTION

PARCEL "A"

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF SECTION 25, T.3N., R.12E., SHELBY TOWNSHIP, MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS N00°15'18"W 60.01 FT. ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 25 FROM THE SOUTH 1/4 CORNER OF SAID SECTION 25, T.3N., R.12E.; THENCE CONTINUING N00°15'18"W 1608.76 FT. ALONG SAID NORTH-SOUTH 1/4 LINE OF SAID SECTION 25, ALSO BEING (IN PART) THE EAST LINE OF "WAYFORD MANOR SUBDIVISION NO. 2" (LIBER 128 OF PLATS, PAGES 9, 10 AND 11, MACOMB COUNTY RECORDS); THENCE S88°38'54"W 100.02 FT.; THENCE N00°15'18"W 673.75 FT. ALONG THE EAST LINE OF "RAVEN'S POINTE II" CONDOMINIUM (LIBER 9833, PAGES 650-659, MACOMB COUNTY RECORDS); THENCE N88°21'38"E 100.03 FT. ALONG THE SOUTH LINE OF "FOX CHASE CREEK SUBDIVISION" (LIBER 104 OF PLATS, PAGES 33 THROUGH 38, INCLUSIVE, MACOMB COUNTY RECORDS); THENCE N00°15'18"W 334.80 FT. ALONG THE SAID NORTH-SOUTH 1/4 LINE OF SAID SECTION 25, ALSO BEING THE EAST LINE OF SAID "FOX CHASE CREEK SUBDIVISION" TO THE CENTERPOST OF SAID SECTION 25, T.3N., R.12E.; THENCE N88°19'10"E 134.04 FT. ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 25, ALSO BEING THE SOUTH LINE OF "VICTORIA SUBDIVISION NO. 1" (LIBER 89 OF PLATS, PAGES 14, 15 AND 16, MACOMB COUNTY RECORDS); THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MILONAS DRIVE (86 FT. R.O.W.): S00°15'18"E 1657.18 FT. AND SOUTHERLY 145.45 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 393.00 FT., CENTRAL ANGLE OF 21°12'18", LONG CHORD BEARS S10°51'27"E 144.62 FT.) AND S21°27'36"E 134.38 FT. AND SOUTHERLY 113.62 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 307.00, CENTRAL ANGLE OF 21°12'18", LONG CHORD BEARS S10°51'27"E 112.97 FT.) AND S00°15'18"E 581.94 FT.; THENCE S88°51'37"W 230.03 FT. ALONG THE NORTH RIGHT-OF-WAY LINE OF 21 MILE ROAD (1/2 60 FT. R.O.W.) TO THE POINT OF BEGINNING. CONTAINING 491,730 SQUARE FEET --- 11.289 ACRES

PARCEL "B"

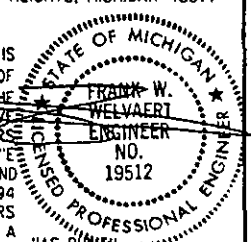
PART OF THE SOUTHEAST 1/4 OF SECTION 25, T.3N., R.12E., SHELBY TOWNSHIP, MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS S88°51'37"W 1983.02 FT. ALONG THE SOUTH LINE OF SAID SECTION 25 AND THE CENTERLINE OF 21 MILE ROAD (1/2 60 FT. R.O.W.) AND N00°17'47"W 60.01 FT. FROM THE SOUTHEAST CORNER OF SAID SECTION 25, T.3N., R.12E.; THENCE S88°51'37"W 344.76 FT. ALONG THE NORTH RIGHT-OF-WAY LINE OF 21 MILE ROAD (1/2 60 FT. R.O.W.); THENCE N00°15'18"W 334.04 FT. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MILONAS DRIVE (86 FT. R.O.W.); THENCE THE FOLLOWING EIGHT (8) COURSES ALONG THE SOUTHERLY AND EASTERLY RIGHT-OF-WAY LINE OF CAYLEE DRIVE (60 FT. R.O.W.): N89°44'42"E 208.49 FT. AND EASTERLY 34.92 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 60.00 FT., CENTRAL ANGLE OF 33°20'47", LONG CHORD BEARS S73°34'54"E 34.43 FT.) AND NORTHEASTERLY 164.35 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 60.00 FT., CENTRAL ANGLE OF 156°56'42", LONG CHORD BEARS N44°37'08"E 117.58 FT.) AND NORTHERLY 35.14 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 60.00 FT., CENTRAL ANGLE OF 33°33'26", LONG CHORD BEARS N17°04'30"W 34.64 FT.) AND N00°17'47"W 351.25 FT. AND NORTHERLY 146.61 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 280.00 FT., CENTRAL ANGLE OF 30°00'00", LONG CHORD BEARS N15°17'47"W 144.94 FT.) AND N30°17'47"W 60.84 FT. AND NORTHWESTERLY 122.21 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 280.00 FT., CENTRAL ANGLE OF 25°00'25", LONG CHORD BEARS N42°47'59"W 121.24 FT.); THENCE THE FOLLOWING THREE (3) COURSES ALONG THE RIGHT-OF-WAY LINE OF CAYLEE COURT (R.O.W. VARIES): NORTHEASTERLY 39.22 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 60.00 FT., CENTRAL ANGLE OF 37°27'00", LONG CHORD BEARS N51°12'04"E 38.52 FT.) AND WESTERLY 275.22 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 60.00 FT., CENTRAL ANGLE OF 262°49'09", LONG CHORD BEARS N61°29'00"W 90.00 FT.) AND SOUTHERLY 39.22 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 60.00 FT., CENTRAL ANGLE OF 37°27'01", LONG CHORD BEARS S05°49'55"W 38.52 FT.); THENCE THE FOLLOWING TWO (2) COURSES ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF CAYLEE DRIVE (60 FT. R.O.W.): WESTERLY 110.40 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 280.00 FT., CENTRAL ANGLE OF 22°35'29", LONG CHORD BEARS N78°57'33"W 109.69 FT.) AND S89°44'42"W 99.70 FT.; THENCE N00°15'18"W 274.20 FT. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MILONAS DRIVE (86 FT. R.O.W.); THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF WILLOUGHBY DRIVE (60 FT. R.O.W.): EASTERLY 183.82 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 280.00 FT., CENTRAL ANGLE OF 37°36'56", LONG CHORD BEARS N70°56'14"E 180.54 FT.) AND N52°07'46"E 66.84 FT. AND EASTERLY 144.27 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 220.00 FT., CENTRAL ANGLE OF 37°34'27", LONG CHORD BEARS N70°55'00"E 141.70 FT.) AND N89°42'13"E 81.65 FT.; THENCE S00°17'47"E 486.36 FT. ALONG (IN PART) THE WEST LINE OF "ROBIN'S NEST SUBDIVISION 2" (LIBER 116 OF PLATS, PAGES 44 THROUGH 49, INCLUSIVE MACOMB COUNTY RECORDS) AND (IN PART) THE WEST LINE OF ROBIN'S NEST SUBDIVISION" (LIBER 108 OF PLATS, PAGES 48 THROUGH 53, INCLUSIVE, MACOMB COUNTY RECORDS); THENCE THE FOLLOWING TWO (2) COURSES ALONG THE WEST LINE OF SAID "ROBIN'S NEST SUBDIVISION": S30°17'47"E 200.00 FT. AND S00°17'47"E 661.00 FT.; THENCE S88°52'03"W 100.01 FT.; THENCE S00°17'47"E 233.99 FT. TO THE POINT OF BEGINNING. CONTAINING 378,753 SQUARE FEET --- 8.695 ACRES

DEVELOPER

MAVANT HOMES, INC.
6303 26 MILE ROAD, SUITE 200
WASHINGTON TWP., MICHIGAN 48094

SURVEYOR

MCS ASSOCIATES, INC.
41150 TECHNOLOGY PARK DR.-STE .102
STERLING HEIGHTS, MICHIGAN 48314



"AS BUILT"	
BY: _____	CHK: _____
DATE: _____	SCALE: _____
SPRING ARBOR SHELBY TOWNSHIP MACOMB COUNTY, MICHIGAN	
DATE: 3-14-2001	SCALE: NONE
DRAWN BY: T.B.C.	SHEET: 1
CHECKED BY: F.W.M.	PLANNING: CP-01-192
COVER SHEET	

DISCLOSURE STATEMENT

SPRING ARBOR

Shelby Township
Macomb County, Michigan

DEVELOPER

Mavant Homes, Inc.
6303 Twenty Six Mile Road, Suite 200
Washington, Michigan 48094

Telephone: 810-781-7900

Spring Arbor is a 94-Unit residential Condominium Project.

THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR THE MASTER DEED, THE CONDOMINIUM BUYER'S HANDBOOK OR OTHER APPLICABLE LEGAL DOCUMENTS AND BUYERS SHOULD READ ALL SUCH DOCUMENTS TO FULLY ACQUAINT THEMSELVES WITH THE PROJECT AND THEIR RIGHTS AND RESPONSIBILITIES RELATING THERETO.

IT IS RECOMMENDED THAT PROFESSIONAL ASSISTANCE BE SOUGHT PRIOR TO PURCHASING A CONDOMINIUM UNIT.

Effective date:

**SPRING ARBOR
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DISCLOSURE STATEMENT SPRING ARBOR

I. Introduction

Condominium development in Michigan is governed by Act 59 of the Michigan Public Acts of 1978, as amended (the "Condominium Act").

This Disclosure Statement, together with copies of the legal documents required for the creation and operation of the project, are furnished to each purchaser pursuant to the requirement of Michigan law that the Developer of a condominium project disclose to prospective purchasers the characteristics of the condominium units which are offered for sale.

II. The Condominium Concept

Condominium is a form of real property. A condominium unit has the same legal attributes as any other form of real property under Michigan law and may be sold, mortgaged or leased, subject only to such restrictions as are contained in the condominium documents or as otherwise may be applicable to property.

Each owner receives a deed to his individual condominium unit. Each owner owns, in addition to his unit, an undivided interest in the common facilities ("common elements") which comprise the project. Title to the common elements is included as part of, and is inseparable from, title to the individual condominium units. Each owner's proportionate share of the common elements is determined by the percentage of value assigned to his unit in the Master Deed described in Section IV of this Disclosure Statement.

All portions of the project not included within the units constitute the common elements.

The project is administered generally by a non-profit corporation of which all owners are members (the "Association"). The nature and duties of the Association are described more fully in Section VI of this Disclosure Statement.

Except for the year in which the project is established, real property taxes and assessments are levied individually against each unit in the project. The separate taxes and assessments cover the unit and its proportionate share of the common elements. No taxes or assessments are levied independently against the common elements. In the year in which the project is established the taxes and assessments for the units covered by the Master Deed are billed to the Association and are paid by the owners of such units in proportion to the percentages of value assigned to the units owned by them.

Although the foregoing is generally accurate as applied to most residential condominium developments, the details of each development may vary substantially. Accordingly, each purchaser

is urged to carefully review the Master Deed, Condominium Bylaws and Condominium Subdivision Plans as well as any other documents that have been delivered to the purchaser in connection with this development. Any purchaser having questions pertaining to the legal aspects of the project is advised to consult his own lawyer or other professional advisor.

Each condominium unit in Spring Arbor consists only of the area described on the Condominium Subdivision Plan and each owner holds an absolute and undivided title to his unit and to the dwelling and other improvements located thereon. All buildings and other improvements located within the condominium unit will be maintained by and at the expense of each individual owner. Each owner in Spring Arbor will be responsible for placement of fire and extended coverage insurance on his Unit and the dwelling and other improvements located thereon, as well as personal property, liability and other personal insurance coverage. The Association will maintain only liability insurance coverage for occurrences on the general common elements and otherwise as is specified in the condominium documents.

III. Description of the Condominium Project

A. Size and Scope. Spring Arbor is a 94-Unit residential Condominium Project. In Spring Arbor the Developer does not intend to and is not obligated to install any structures, buildings or other improvements within the Units. No Co-owner may construct any building, structure or other improvement or install any landscaping within the Condominium Unit or elsewhere within the Condominium Project, without the express written approval of the Developer. Each purchaser is urged to carefully and completely review Article VI, Section 3, (Architectural Control) of the Condominium Bylaws with his professional advisor in connection with his decision to purchase a unit in Spring Arbor.

B. Utilities. Spring Arbor is served by water, sanitary sewer, natural gas, electric and telephone service. All utilities will be separately metered for payment by the individual unit owners. The costs of installing lateral connections from residential dwellings or other improvements to utility mains are required to be borne by the owners of the units within which such residential dwellings are respectively located.

C. Roads. Spring Arbor is served by public roads.

D. Reserved Rights of Developer.

(1) Conduct of Commercial Activities. The Developer has reserved the right to maintain on the condominium premises an office for conduct of commercial activities as it may elect together with a sales office, a business office, model units, storage areas, reasonable parking incident to the use of such areas, and such access to, from and over the condominium premises, as may be reasonable to enable development, sale and operation.

(2) Right to Amend. The Developer has reserved the right to amend the Master Deed

without approval from owners and mortgagees for the purpose of correcting errors and for any other purpose so long as the amendment would not materially alter or change the rights of an owner or mortgagee. Further, certain provisions of the Master Deed cannot be amended without Developer approval.

(3) Easements. The Developer has reserved such easements over the condominium project (including all units and common elements) as may be required to perform any of the Developer's or the Association's maintenance, repair, decoration or replacement obligations.

(4) Convertible Areas. The Developer has reserved in Article VI of the Master Deed the right to modify the size or location of individual units and/or general common elements appurtenant to such units within the convertible areas designated therein. The Developer must exercise this right within 6 years from the date of recording of the Master Deed.

(5) General. In the condominium documents and in the Condominium Act, certain rights and powers are granted or reserved to the Developer to facilitate the development and sale of the project as a condominium, including the power to approve or disapprove a variety of proposed acts and uses and the power to secure representation on the Association Board of Directors.

E. Easements. Units in Spring Arbor are burdened by certain easements shown on the Condominium Subdivision Plan. Each Purchaser of a condominium unit in Spring Arbor is urged to review all easements and restrictions of record with his attorney in connection with his decision to purchase a Unit in Spring Arbor.

IV. Legal Documentation

A. General. Spring Arbor was established as a condominium project pursuant to a Master Deed recorded in the Macomb County Records. The Master Deed includes the Condominium Bylaws as Exhibit A and the Condominium Subdivision Plan as Exhibit B.

B. Master Deed. The Master Deed contains the definitions of certain terms used in connection with the project, the percentage of value assigned to each unit in the project, a general description of the units and common elements included in the project and a statement regarding the relative responsibilities for maintaining the common elements. Article VI covers convertible area, Article VII covers easements, Article VIII covers subdivision of Units, consolidation of Units and relocation of boundaries between Units, Article IX covers amendments and Article X provides that the Developer may assign to the Association or to any other entity any or all of its rights and powers granted or reserved in the condominium documents or by law.

C. Condominium Bylaws. The Condominium Bylaws contain provisions relating to the operation, management and fiscal affairs of the condominium and, in particular, set forth the provisions relating to assessments of Association members for the purpose of paying the costs of operation of the condominium project. Article VI contains certain restrictions upon the ownership,

occupancy and use of the condominium project. Article VI also contains provisions permitting the adoption of rules and regulations governing the common elements. At the present time, no rules and regulations have been adopted by the Board of Directors of the Association.

D. Condominium Subdivision Plan. The Condominium Subdivision Plan is a three-dimensional survey depicting the physical location and boundaries of each of the units and all of the common elements in the project.

V. The Developer

A. Developer's Background and Experience. The Developer of Spring Arbor is Mavant Homes, Inc., a Michigan corporation, which has extensive experience as a condominium developer.

B. Legal Proceedings Involving the Condominium Project or the Developer. The Developer is not presently aware of any material pending judicial or administrative proceedings involving the condominium project or the Developer.

VI. Operation and Management of the Condominium Project

A. The Condominium Association. The Spring Arbor of Bruce Association has been incorporated as a non-profit corporation under Michigan law. The Bylaws include provisions that govern the procedural operations of the Association. The Association is governed by its Board of Directors whose initial members are designees of the Developer.

Within 120 days after conveyance of legal or equitable title to non-developer co-owners of 25% in number of the units that may be created, 1 of the 3 directors will be selected by non-developer co-owners of units; within 120 days after conveyance of legal or equitable title to non-developer co-owners of 50% in number of the units that may be created, not less than 2 of the 3 directors will be selected by non-developer co-owners of units; and 120 days after conveyance of legal or equitable title to non-developer co-owners of 75% in number of the units that may be created, the non-developer co-owners shall elect all directors, except that the Developer shall have the right to designate at least 1 director as long as it owns at least 1 unit in the project. Regardless of the number of units conveyed, 54 months after the first conveyance, non-developer co-owners may elect directors in proportion to the number of units which they own.

Within 120 days after 1/3 of the total number of units that may be created have been conveyed or 1 year from the date of the first conveyance, whichever first occurs, the Developer shall establish an advisory committee to serve as liaison between the non-developer co-owners and the Developer.

The First Annual Meeting must be held on or before the expiration of 120 days after the conveyance of legal or equitable title to non-developer co-owners of 75% in number of all units that may be created or within 54 months after conveyance of the first unit, whichever first occurs. At the

First Annual Meeting, the co-owner members of the Association will elect directors, and the directors in turn shall elect officers for the Association. The Developer's voting rights are set forth in Article VIII, Section 2 of the Bylaws.

B. Percentages of Value. The percentages of value for Spring Arbor were computed on the basis of comparative characteristics of various units. The percentage of value for each unit is equal. Total value for the entire project is precisely 100. In Spring Arbor, the percentage of value assigned to each unit determines, among other things, the value of each co-owner's vote and his proportionate share of regular and special Association assessments, if any, and of the proceeds of administration of the project.

C. Project Finances.

(1) Budget. The Budget to operate the Association is attached to this Disclosure Statement. The initial budget for the project was formulated by the Developer and is intended to provide for the normal and reasonably predictable expenses of administration of the Association, and includes a reserve for replacement of major structural and other components of the project in the future. Inasmuch as the budget necessarily must be prepared in advance, it reflects the estimates of expenses made by the Developer. To the extent that estimates prove inaccurate during actual operations and to the extent that the goods and services necessary to service the Association change in cost in the future, the budget and the expenses of the Association also will require revision. The current budget of the Association has been attached to this Disclosure Statement.

(2) Assessments. Each co-owner of a unit, must contribute to the Association to defray expenses of administration. The Board of Directors may also levy special assessments in accordance with the provisions of the Declaration.

(3) Possible Additional Liability. Each purchaser is advised of the following possible liability of each co-owner under Section 58 of the Condominium Act:

If the holder of the first mortgage or other purchaser of a condominium unit obtains title to that unit by foreclosing that mortgage, the holder of the first mortgage or other purchaser is not liable for unpaid assessments which are chargeable against that unit and which had become due prior to foreclosure. These unpaid assessments are common expenses which are collectible from all unit owners including the holder of the first mortgage who has obtained title to the unit through foreclosure.

(4) Foreclosure of Lien. Spring Arbor Association has a lien on each unit to secure payment of the respective Association assessments. The Declaration and the Bylaws provide that the Associations may foreclose its lien in the same fashion that mortgages may be foreclosed by action or by advertisement under Michigan law. By closing on the purchase of a Unit, each purchaser will be deemed to have waived notice of any proceedings brought by the Associations to foreclose its lien by advertisement and notice of a hearing prior to the sale of his unit.

D. Condominium Association Management Contract. The Condominium Bylaws do not require that the Association employ a professional management agent to manage the affairs of the condominium. The Association has entered into a management agreement with Association Management, Inc., whose address is 47200 Van Dyke, Utica, Michigan 48317. The Association may terminate the agreement on the "transitional control date" or at any time within 90 days thereafter. The "transitional control date" means the date on which a Board of Directors for the Association takes office pursuant to an election in which the votes which may be cast by eligible co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

E. Insurance.

(1) Title Insurance. The Purchase Agreement provides that the Developer shall furnish each purchaser with a commitment for an owner's title insurance policy issued by Chicago Title Insurance Company at or prior to closing, and that the policy itself shall be provided within a reasonable time after closing. The cost of the commitment and policy is to be borne by the Developer. Each purchaser should review the title insurance commitment with a qualified advisor of his choice prior to closing to make certain that it conforms to the requirements of the Purchase Agreement.

(2) Other Insurance. The condominium documents require that the Association (to the extent such insurance responsibilities are not covered by the Association) carry liability insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary with respect to the general common elements of the project. The insurance policies have deductible clauses and, to the extent thereof, losses will be borne by the Association. The Board of Directors is responsible for obtaining insurance coverage for the Association. Each co-owner's pro rata share of the annual Association insurance premiums is included in the annual assessment. The Association insurance policies are available for inspection during normal working hours. Each co-owner is responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the condominium unit and all buildings and all other improvements constructed or to be constructed within the perimeter of his condominium unit and for his personal property located therein or thereon or elsewhere on the condominium project to the extent indicated in Article IV of the Condominium Bylaws, as well as for any other personal insurance coverage that the co-owner wishes to carry. The Association should periodically review all insurance coverage to be assured of its continued adequacy and co-owners should each do the same with respect to their personal insurance.

F. Restrictions on Ownership, Occupancy and Use. Article VI of the Condominium Bylaws contains comprehensive restrictions on the use of the condominium units and the common elements. It is impossible to paraphrase these restrictions without risking the omission of some portion that may be of significance to a purchaser. Consequently, each purchaser should examine the restrictions with care to be sure that they do not infringe upon an important intended use. None of the restrictions apply to the commercial activities or signs of the Developer.

VII. Warranties

It is the Developer's intention to sell the condominium units in Spring Arbor to builders who will contract with individual purchasers for the construction of a dwelling on that condominium unit. Developer is not responsible for any warranties given by any builder in Spring Arbor to any subsequent Purchaser. Therefore, Developer makes no warranties as to the Units or the Common Elements of which the Condominium Project is comprised.

VIII. Purpose of Disclosure Statement

The Developer has prepared this Disclosure Statement in good faith, in reliance upon sources of information believed to be accurate and in an effort to disclose material facts about the project. Each purchaser is urged to engage a competent lawyer or other advisor in connection with his or her decision to purchase a unit. In accepting title to the unit in the condominium project, each purchaser shall be deemed to have waived any claim or right arising out of or relating to any immaterial defect, omission or misstatement in this Disclosure Statement.

The Michigan Department of Commerce publishes The Condominium Buyer's Handbook which the Developer has delivered to you. The Developer assumes no obligation, liability, or responsibility as to the statements contained therein or omitted from The Condominium Buyer's Handbook.

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

SPRING ARBOR ASSOCIATION

ID NUMBER: 770768

received by facsimile transmission on May 24, 2001 is hereby endorsed

Filed on May 24, 2001 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 24th day of May, 2001.

. Director

Bureau of Commercial Services

**NON-PROFIT
ARTICLES OF INCORPORATION**

SPRING ARBOR ASSOCIATION

These Articles of Incorporation are signed and acknowledged by the incorporator for the purpose of forming a non-profit corporation under the provisions of Act No. 162 of the Public Acts of 1982, as follows:

ARTICLE I

NAME

The name of the corporation is Spring Arbor Association.

ARTICLE II

PURPOSES

The purposes for which the corporation is formed are as follows:

- (a) To manage and administer the affairs of and to maintain Spring Arbor, a condominium (hereinafter called "Condominium");
- (b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of said Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Unit

in the Condominium or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;

(h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;

(i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and Rules and Regulations of this corporation as may hereinafter be adopted;

(j) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of Public Acts of 1978, as amended;

(k) In general, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III

ADDRESSES

Location of the first registered office is 6303 Twenty Six Mile Road, Suite 200, Washington Township, Macomb County, Michigan 48094.

Post office address of the first registered office is 6303 Twenty Six Mile Road, Suite 200, Washington, Michigan 48094.

ARTICLE IV

RESIDENT AGENT

The name of the first resident agent is Anthony F. Lombardo.

ARTICLE V

BASIS OF ORGANIZATION AND ASSETS

Said corporation is organized upon a non-stock, membership basis.

The amount of assets which said corporation possesses is:

Real Property: None
Personal Property: None

Said corporation is to be financed under the following general plan: Assessment of members.

ARTICLE VI

INCORPORATOR

The name and place of business of the incorporator is Mark J. Abdo, 42550 Garfield Road, Suite 104A, Clinton Township, Michigan 48038.

ARTICLE VII

EXISTENCE

The term of corporate existence is perpetual.

ARTICLE VIII

MEMBERSHIP AND VOTING

The qualifications of members, the manner of their admission to the corporation, the termination of membership, and voting by such members shall be as follows:

(a) Each Co-owner (including the Developer) of a Unit in the Condominium shall be a member of the corporation, and no other person or entity shall be entitled to membership; except that the subscribers hereto shall be members of the corporation until such time as their membership shall terminate, as hereinafter provided.

(b) Membership in the corporation (except with respect to any nonco-owner incorporators, who shall cease to be members upon the qualification of membership of any Co-owner) shall be established by acquisition of fee simple title to a Unit in the Condominium and by recording with the Register of Deeds in the county where the Condominium is located, a deed or other instrument establishing a change of record title to such Unit and the furnishing of evidence of same satisfactory to the corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium) the new Co-owner thereby

becoming a member of the corporation, and the membership of the prior Co-owner thereby being terminated.

(c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his Unit in the Condominium.

(d) Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

ARTICLE IX

VOLUNTEER DIRECTORS

Section 1. Pursuant to Section 209(c) of the Michigan Nonprofit Corporation Act (being Act No 162 of the Public Acts of 1982, as amended) a volunteer director (as defined in Section 110(2) of the Michigan Nonprofit Act) of Spring Arbor Association, is not personally liable to the corporation or its members for monetary damages for a breach of the director's fiduciary duty. However, this section shall not eliminate or limit the liability of a director for any of the following:

(i) A breach of the director's duty of loyalty to the corporation or its members.

(ii) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law.

(iii) A violation of Section 551(1) of the Michigan Nonprofit Corporation Act.

(iv) A transaction from which the director derived an improper personal benefit.

(v) An act or omission that is grossly negligent.

Section 2. Spring Arbor Association hereby assumes all liability to any person other than the corporation or its members for all acts or omissions of a volunteer director.

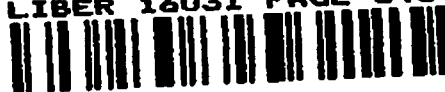
Signed this 23rd day of May, 2001.



Mark J. Abdo, Incorporator

4234365

LIBER 16031 PAGE 846



10/27/2004 11:04:29 A.M.
MACOMB COUNTY, MI
CARMELLA SABAUGH, REGISTER OF DEEDS SEAL

**SECOND AMENDMENT TO MASTER DEED OF
SPRING ARBOR**

Lombardo Enterprises, Inc., a Michigan corporation, whose address is 6303 Twenty Six Mile Road, Suite 200, Washington, Michigan 48094, being the Developer of Spring Arbor, a Condominium Project established pursuant to the Master Deed thereof, recorded in Liber 10562, Pages 337 through 396, First Amendment to the Master Deed recorded in Liber 10857, Page 477, Macomb County Records, and known as Macomb County Condominium Subdivision Plan No. 709, hereby amends the Master Deed of Spring Arbor pursuant to the authority reserved in Article IX thereof for the purposes of amending the size of the storm sewer easement between Units 13 and 14 as depicted on Exhibit B attached hereto. Upon recordation in the Office of the Macomb County Register of Deeds of this Amendment, said Master Deed and Exhibit B shall be amended in the following manner:

1. Amended Sheets 1 and 3 of the Condominium Subdivision Plan of Spring Arbor as attached hereto, shall replace and supersede Sheets 1 and 3 of the Condominium Subdivision Plan of Spring Arbor as originally recorded, and originally recorded sheets 1 and 3 shall be of no further force or effect.

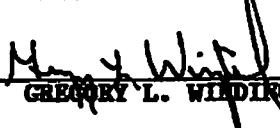
In all respects, other than as hereinabove indicated, the original Master Deed of Spring Arbor, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated this 26TH day of OCTOBER, 2004.

WITNESSES:

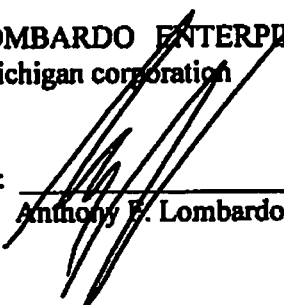


NICOLE GRIESSEL



GREGORY L. WINDIGLAND

LOMBARDO ENTERPRISES, INC., a
Michigan corporation

By: 

Anthony F. Lombardo, President

AMENDMENT TO REPLAT NO. 1 MACOMB COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 709 EXHIBIT "B" TO THE MASTER DEED OF

SHEET INDEX

(*) SHEET 1	COVER SHEET
SHEET 2	COVER SHEET
SHEET 3	SURVEY PLAN
(*) SHEET 4	SURVEY PLAN
SHEET 5-6	SITE PLAN
SHEET 7-8	UTILITY PLAN

DB-01-6086

THE ASTERISK (*) AS SHOWN IN THE INDEX INDICATES AMENDED OR SUPPLEMENTAL SHEETS WHICH ARE REVISED OR NEW SHEETS DATED OCTOBER 7, 2004. THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR SUPPLEMENT SHEETS PREVIOUSLY RECORDED.

SPRING ARBOR SHELBY TOWNSHIP

LEGAL DESCRIPTION MACOMB COUNTY, MICHIGAN

PARCEL "A"

PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF SECTION 25, T.34N, R.12E., SHELBY TOWNSHIP, MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS $000^{\circ}15'18''$ W 60.01 FT. ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 25 FROM THE SOUTH 1/4 CORNER OF SAID SECTION 25, T.34N, R.12E.; THENCE CONTINUING $000^{\circ}15'18''$ W 1608.78 FT. ALONG SAID NORTH-SOUTH 1/4 LINE OF SAID SECTION 25, ALSO BEING (ON PART) THE EAST LINE OF "WAYFORD MANOR SUBDIVISION NO. 2" (LIBER 128 OF PLATS, PAGES 9, 10 AND 11, MACOMB COUNTY RECORDS); THENCE $588^{\circ}38'54''$ W 100.02 FT.; THENCE $000^{\circ}15'18''$ W 673.75 FT. ALONG THE EAST LINE OF "RAVEN'S PONTE II" CONDOMINIUM (LIBER 9833, PAGES 650-659, MACOMB COUNTY CONDOMINIUM PLAN NO. 679, MACOMB COUNTY RECORDS); THENCE $000^{\circ}15'18''$ W 100.03 FT. ALONG THE SOUTH LINE OF "FOX CHASE CREEK SUBDIVISION" (LIBER 104 OF PLATS, PAGES 33 THROUGH 38, INCLUSIVE, MACOMB COUNTY RECORDS); THENCE $000^{\circ}15'18''$ W 334.80 FT. ALONG THE SAID NORTH-SOUTH 1/4 LINE OF SAID SECTION 25, ALSO BEING THE EAST LINE OF SAID "FOX CHASE CREEK SUBDIVISION" TO THE CENTERPOST OF SAID SECTION 25, T.34N, R.12E.; THENCE $000^{\circ}15'18''$ W 134.04 FT. ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 25, ALSO BEING THE SOUTH LINE OF "VICTORIA SUBDIVISION NO. 1" (LIBER 89 OF PLATS, PAGES 14, 15 AND 16, MACOMB COUNTY RECORDS); THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MILONAS DRIVE (88 FT. R.O.W.): $500^{\circ}15'18''$ E 1657.05 FT. AND SOUTHERLY 143.45 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 393.00 FT., CENTRAL ANGLE OF $212^{\circ}12'$), LONG CHORD BEARS $510^{\circ}51'27''$ E 144.62 FT.) AND $52^{\circ}27'36''$ E 134.38 FT. AND SOUTHERLY 113.82 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 307.00, CENTRAL ANGLE OF $212^{\circ}18'$), LONG CHORD BEARS $510^{\circ}51'27''$ E 112.97 FT.) AND $500^{\circ}15'18''$ E 581.84 FT.; THENCE $588^{\circ}51'37''$ W 230.03 FT. ALONG THE NORTH RIGHT-OF-WAY LINE OF 21 MILE ROAD (1/2 60 FT. R.O.W.) TO THE POINT OF BEGINNING, CONTAINING 491,730 SQUARE FEET --- 11.289 ACRES

PARCEL "B"

PART OF THE SOUTHEAST 1/4 OF SECTION 25, T.34N, R.12E., SHELBY TOWNSHIP, MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS $588^{\circ}51'37''$ W 183.02 FT. ALONG THE SOUTH LINE OF SAID SECTION 25 AND THE CENTERLINE OF 21 MILE ROAD (1/2 60 FT. R.O.W.) AND $000^{\circ}17'47''$ W 80.01 FT. FROM THE SOUTHEAST CORNER OF SAID SECTION 25, T.34N, R.12E.; THENCE $588^{\circ}51'37''$ W 344.76 FT. ALONG THE NORTH RIGHT-OF-WAY LINE OF 21 MILE ROAD (1/2 60 FT. R.O.W.); THENCE $000^{\circ}15'18''$ W 334.04 FT. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MILONAS DRIVE (88 FT. R.O.W.); THENCE THE FOLLOWING EIGHT (8) COURSES ALONG THE SOUTHERLY AND EASTERLY RIGHT-OF-WAY LINE OF CAYLEE DRIVE (60 FT. R.O.W.): $089^{\circ}44'42''$ E 208.49 FT. AND EASTERLY 34.92 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 60.00 FT., CENTRAL ANGLE OF $33^{\circ}20'47''$, LONG CHORD BEARS $573^{\circ}34'54''$ E 34.43 FT.) AND NORTHEASTERLY 164.35 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 60.00 FT., CENTRAL ANGLE OF $156^{\circ}56'42''$, LONG CHORD BEARS $044^{\circ}37'08''$ E 117.58 FT.) AND NORTHERLY 35.14 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 60.00 FT., CENTRAL ANGLE OF $33^{\circ}33'28''$, LONG CHORD BEARS $017^{\circ}04'30''$ W 34.84 FT.) AND $000^{\circ}17'47''$ W 351.25 FT. AND NORTHERLY 146.61 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 280.00 FT., CENTRAL ANGLE OF $30^{\circ}00'00''$, LONG CHORD BEARS $015^{\circ}07'47''$ W 144.94 FT.) AND $030^{\circ}17'47''$ W 60.84 FT. AND NORTHEASTERLY 122.21 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 280.00 FT., CENTRAL ANGLE OF $25^{\circ}00'25''$, LONG CHORD BEARS $042^{\circ}47'59''$ W 121.24 FT.); THENCE THE FOLLOWING THREE (3) COURSES ALONG THE RIGHT-OF-WAY LINE OF CAYLEE COURT (R.O.W. VARIES): NORTHEASTERLY 38.22 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 60.00 FT., CENTRAL ANGLE OF $37^{\circ}27'00''$, LONG CHORD BEARS $051^{\circ}12'04''$ E 38.52 FT.) AND WESTERLY 275.22 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 60.00 FT., CENTRAL ANGLE OF $282^{\circ}49'09''$, LONG CHORD BEARS $081^{\circ}29'00''$ W 90.00 FT.) AND SOUTHERLY 39.22 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 60.00 FT., CENTRAL ANGLE OF $37^{\circ}27'00''$, LONG CHORD BEARS $505^{\circ}49'55''$ W 38.52 FT.); THENCE THE FOLLOWING TWO (2) COURSES ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF CAYLEE DRIVE (60 FT. R.O.W.): WESTERLY 110.40 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 280.00 FT., CENTRAL ANGLE OF $22^{\circ}35'29''$, LONG CHORD BEARS $017^{\circ}04'30''$ W 109.69 FT.) AND $588^{\circ}44'42''$ W 99.70 FT.; THENCE $000^{\circ}15'18''$ W 274.20 FT. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MILONAS DRIVE (88 FT. R.O.W.); THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF WILLOUGHBY DRIVE (60 FT. R.O.W.): EASTERLY 183.82 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 280.00 FT., CENTRAL ANGLE OF $37^{\circ}38'56''$, LONG CHORD BEARS $070^{\circ}58'14''$ E 180.54 FT.) AND $052^{\circ}07'46''$ E 68.84 FT. AND EASTERLY 144.27 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 220.00 FT., CENTRAL ANGLE OF $37^{\circ}34'27''$, LONG CHORD BEARS $070^{\circ}55'00''$ E 141.70 FT.) AND $089^{\circ}42'13''$ E 81.65 FT.; THENCE $500^{\circ}17'47''$ E 488.38 FT. ALONG (ON PART) THE WEST LINE OF "ROBNS NEST SUBDIVISION 2" (LIBER 116 OF PLATS, PAGES 44 THROUGH 49, INCLUSIVE, MACOMB COUNTY RECORDS) AND (ON PART) THE WEST LINE OF "ROBNS NEST SUBDIVISION" (LIBER 108 OF PLATS, PAGES 48 THROUGH 53, INCLUSIVE, MACOMB COUNTY RECORDS); THENCE THE FOLLOWING TWO (2) COURSES ALONG THE WEST LINE OF SAID "ROBNS NEST SUBDIVISION": $530^{\circ}17'47''$ E 200.00 FT. AND $500^{\circ}17'47''$ E 661.80 FT.; THENCE $588^{\circ}52'03''$ W 100.01 FT.; THENCE $500^{\circ}17'47''$ E 233.99 FT. TO THE POINT OF BEGINNING, CONTAINING 378,753 SQUARE FEET --- 8.695 ACRES

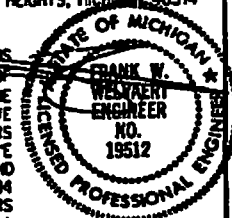
THESE AS-BUILT DOCUMENTS WERE PREPARED ON THE BASIS OF ENGINEERING PLANS AND CONDOMINIUM PLATS PREPARED BY MCS ASSOCIATES, INC. THE UNIT TYPES, INTERIOR DIMENSIONS AND AREAS ARE BASED ON DEVELOPER SUPPLIED INFORMATION. THE AS-BUILT LOCATIONS OF EACH OF THE PUBLIC UTILITIES (NATURAL GAS, ELECTRIC, TELEPHONE AND CABLE TV), AS OBTAINED BY EACH OF THE UTILITY COMPANIES WILL BE RECORDED ALONG WITH THESE DOCUMENTS. THE GENERAL AND LIMITED COMMON ELEMENTS DEPICTED ON THESE DOCUMENTS ARE AN ACCURATE REPRESENTATION OF THE UNIT CONDITIONS. AS-BUILT LOCATIONS OF THE BUILDINGS, UNITS, DRIVES, STREET PAVEMENT, UTILITIES AND UNIT AREAS HAVE BEEN INCLUDED IN THESE AS-BUILT DOCUMENTS AS REQUIRED BY THE CONDOMINIUM ACT.

DEVELOPER

LOMBARD ENTERPRISES, INC.
8303 26 MILE ROAD, SUITE 200
WASHINGTON TWP., MICHIGAN 48094

SURVEYOR

MCS ASSOCIATES, INC.
4150 TECHNOLOGY PARK DR.-STE .102
STERLING HEIGHTS, MICHIGAN 48314



"AS BUILT"

NO.	DATE
BY	
CHECKED	
DATE	
MCS ASSOCIATES, INC.	
4150 TECHNOLOGY PARK DR., STE. 102	
STERLING HEIGHTS, MICHIGAN 48314	
PHONE: 588-1111 FAX: 588-1112	
WWW.MCS-INC.COM	
PROJECT: SPRING ARBOR	
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DRAWN BY: MCS	
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PARCEL "C"

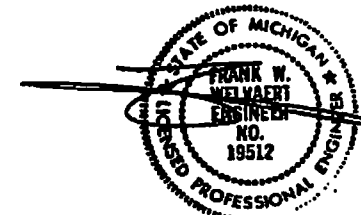
PART OF THE SOUTHEAST 1/4 OF SECTION 25, T.3N., R.12E., SHELBY TOWNSHIP, MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS S88°51'37"W 193.02 FT. ALONG THE SOUTH LINE OF SAID SECTION 25 AND THE CENTERLINE OF 21 MILE ROAD (1/2 60 FT. R.O.W.) AND N00°17'47"W 60.01 FT. AND S88°51'37"W 344.76 FT. ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF 21 MILE ROAD (1/2 60 FT. R.O.W.) AND N00°15'18"W 394.04 FT. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MILONAS DRIVE (86 FT. R.O.W.) FROM THE SOUTHEAST CORNER OF SAID SECTION 25, T.3N., R.12E.; THENCE CONTINUING THE FOLLOWING FIVE (5) COURSES ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF MILONAS DRIVE (86 FT. R.O.W.): N00°15'18"W 186.57 FT. AND NORTHERLY 145.45 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 393.00 FT., CENTRAL ANGLE OF 2°12'18", LONG CHORD BEARS N10°51'27"W 144.62 FT.) AND N2°27'36"W 134.38 FT. AND NORTHERLY 113.62 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 307.00 FT., CENTRAL ANGLE OF 2°12'18", LONG CHORD BEARS N10°51'27"W 112.97 FT.) AND N00°15'18"W 105.28 FT.; THENCE THE FOLLOWING SEVEN (7) COURSES ALONG THE RIGHT-OF-WAY LINE OF CAYLEE DRIVE (60 FT. R.O.W.): N89°44'42"E 99.70 FT. AND EASTERLY 230.22 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 220.00 FT., CENTRAL ANGLE OF 59°57'31", LONG CHORD BEARS S60°18'33"E 219.86 FT.) AND S30°17'47"E 60.84 FT. AND SOUTHERLY 115.19 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 220.00 FT., CENTRAL ANGLE OF 30°00'00", LONG CHORD BEARS S15°17'47"E 113.88 FT.) AND S00°17'47"E 372.79 FT. AND SOUTHWESTERLY 39.29 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 25.00 FT., CENTRAL ANGLE OF 90°02'29", LONG CHORD BEARS S44°43'27"W 35.37 FT.) AND S89°44'42"W 229.42 FT. TO THE POINT OF BEGINNING.
CONTAINING 181,826 SQUARE FEET --- 4.174 ACRES

PARCEL "D"

PART OF THE SOUTHEAST 1/4 OF SECTION 25, T.3N., R.12E., SHELBY TOWNSHIP, MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS S88°19'10"W 193.26 FT. ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 25 FROM THE EAST 1/4 CORNER OF SAID SECTION 25, T.3N., R.12E.; THENCE S00°17'47"E 137.70 FT. ALONG THE WEST LINE OF "ROBIN'S NEST SUBDIVISION 2" (LIBER 116 OF PLATS, PAGES 44 THROUGH 49, INCLUSIVE, MACOMB COUNTY RECORDS); THENCE THE FOLLOWING SEVEN (7) COURSES ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SPARROW DRIVE (60 FT. R.O.W.) AND THE WESTERLY RIGHT-OF-WAY LINE OF AGNEW DRIVE (60 FT. R.O.W.): S88°42'13"W 85.04 FT. AND WESTERLY 24.67 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 60.00 FT., CENTRAL ANGLE OF 23°33'23", LONG CHORD BEARS N78°31'05"W 24.49 FT.) AND SOUTHWESTERLY 143.98 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 60.00 FT., CENTRAL ANGLE OF 137°06'46", LONG CHORD BEARS S44°42'13"W 111.69 FT.) AND SOUTHERLY 24.67 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 60.00 FT., CENTRAL ANGLE OF 23°33'23", LONG CHORD BEARS S12°04'29"E 24.49 FT.) AND S00°17'47"E 888.43 FT. AND SOUTHERLY 58.88 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 280.00 FT., CENTRAL ANGLE OF 12°00'12", LONG CHORD BEARS S08°17'53"E 58.55 FT.) AND S12°17'59"E 38.43 FT.; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WILLOUGHBY DRIVE (60 FT. R.O.W.): WESTERLY 94.91 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 280.00 FT., CENTRAL ANGLE OF 19°25'13", LONG CHORD BEARS S81°50'23"W 94.45 FT.) AND S52°07'46"W 88.84 FT. AND WESTERLY 144.43 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 220.00 FT., CENTRAL ANGLE OF 37°36'56", LONG CHORD BEARS S70°56'14"W 141.85 FT.); THENCE N00°15'18"W 109.85 FT. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MILONAS DRIVE (86 FT. R.O.W.); THENCE N88°19'10"E 438.96 FT. ALONG THE SAID EAST-WEST 1/4 LINE OF SAID SECTION 25, ALSO BEING THE SOUTH LINE OF "VICTORIA SUBDIVISION NO. 1" (LIBER 89 OF PLATS, PAGES 14 THROUGH 16, INCLUSIVE, MACOMB COUNTY RECORDS) TO THE POINT OF BEGINNING.
CONTAINING 313,240 SQUARE FEET --- 7.191 ACRES

PARCEL "E"

PART OF THE SOUTHEAST 1/4 OF SECTION 25, T.3N., R.12E., SHELBY TOWNSHIP, MACOMB COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS S88°19'10"W 193.26 FT. ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 25 AND S00°17'47"E 217.70 FT. ALONG THE WEST LINE OF "ROBIN'S NEST SUBDIVISION 2" (LIBER 116 OF PLATS, PAGES 44 THROUGH 49, INCLUSIVE, MACOMB COUNTY RECORDS) FROM THE EAST 1/4 CORNER OF SAID SECTION 25, T.3N., R.12E.; THENCE CONTINUING ALONG THE WEST LINE OF SAID "ROBIN'S NEST SUBDIVISION 2": S00°17'47"E 888.27 FT.; THENCE THE FOLLOWING TWO (2) COURSES ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WILLOUGHBY DRIVE (60 FT. R.O.W.): S89°42'13"W 81.85 FT. AND WESTERLY 28.60 FT. ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS OF 280.00 FT., CENTRAL ANGLE OF 05°51'10", LONG CHORD BEARS S88°48'38"W 28.59 FT.); THENCE THE FOLLOWING THREE (3) COURSES ALONG THE EASTERLY RIGHT-OF-WAY LINE OF AGNEW DRIVE (60 FT. R.O.W.): N12°17'59"W 38.43 FT. AND NORTHERLY 46.09 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 220.00 FT., CENTRAL ANGLE OF 12°00'12", LONG CHORD BEARS N08°17'53"W 46.01 FT.) AND N00°17'47"W 701.39 FT.; THENCE THE FOLLOWING TWO (2) COURSES ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SPARROW DRIVE (60 FT. R.O.W.): NORTHEASTERLY 39.27 FT. ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS OF 25.00 FT., CENTRAL ANGLE OF 90°00'00", LONG CHORD BEARS N44°42'13"E 35.36 FT.) AND N89°42'13"E 98.00 FT. TO THE POINT OF BEGINNING.
CONTAINING 98,912 SQUARE FEET --- 2.271 ACRES



"AS BUILT"

DATE	BY
CITY	CITY
CITY	CITY
CITY	CITY
MCS	
SPRING ARBOR	
SHELBY TOWNSHIP	
MACOMB COUNTY	
DATE	BY
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COVER SHEET	

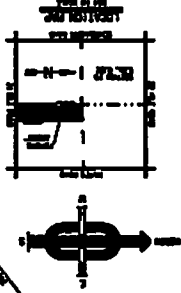
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SURVEYOR'S CERTIFICATE

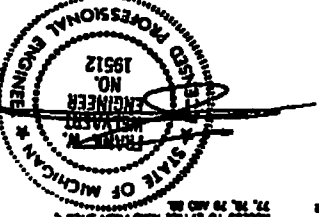
I, FRANK M. KOLWART, LICENSED PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SURVEYOR'S PLAN SHOWS AS HAVING BEEN ACCURATELY PLANNED AND CONDUCTED UNDER SECTION 26 OF ACT NUMBER 28 OF THE PUBLIC ACTS OF 1907 AS AMENDED. THAT THE BOUNDARIES AND NON-BOUNDARIES HAVE BEEN LOCATED AND CORRECTED ENCUMBRANCES UPON THE LANDS AND PROPERTY HEREIN ACCURATELY ON THE GROUND UNDER SECTION 26 OF ACT NUMBER 28 OF THE PUBLIC ACTS OF 1907 AS AMENDED. THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE PUBLIC ACTS OF 1907 AS AMENDED. THAT THE BOUNDARIES SHOWN ARE NOTED ON GROUND AS REQUIRED BY THE PUBLIC ACTS OF 1907 AS AMENDED. THAT THE SURVEYOR'S PLAN SHOWS AS HAVING BEEN ACCURATELY PLANNED AND CONDUCTED UNDER SECTION 26 OF ACT NUMBER 28 OF THE PUBLIC ACTS OF 1907 AS AMENDED. THAT THE BOUNDARIES SHOWN ARE NOTED ON GROUND AS REQUIRED BY THE PUBLIC ACTS OF 1907 AS AMENDED. THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE PUBLIC ACTS OF 1907 AS AMENDED. THAT THE BOUNDARIES SHOWN ARE NOTED ON GROUND AS REQUIRED BY THE PUBLIC ACTS OF 1907 AS AMENDED.

BENCHMARKS U.S.C.S. DATUM:

NO. 1 1/4" DIA. IN THE NORTH FACE OF A UTILITY POLE, LOCATED ALONG THE ELEVATION 80.26
 23 FT. DIA. IN THE WEST END OF THE EAST PROPERTY LINE
 ELEVATION 80.26
 NO. 2 4" DIA. ON FURNACE, LOCATED ALONG THE NORTH SIDE OF ELEVATION 80.26
 23 FT. DIA. IN THE WEST END OF THE WEST PROPERTY LINE
 ELEVATION 80.26



- LEGEND:**
- ① PROPERTY CORNER
 - ② CORNER LOCATION
 - ③ UNIT NUMBER
 - ④ BOUNDARY PROPERTY CORNER
 - ⑤ DATE NUMBER



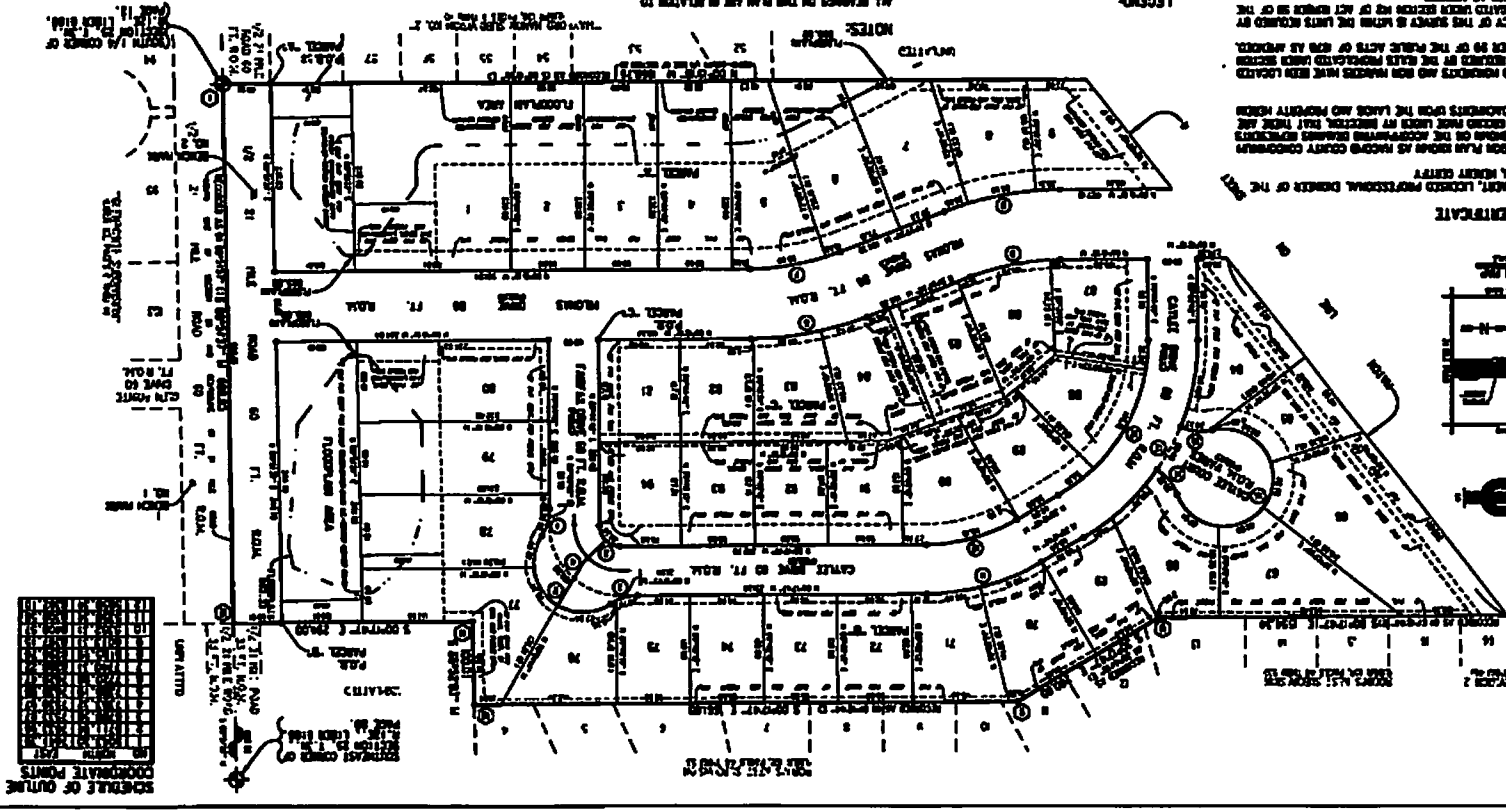
ALL BOUNDARIES OF THIS PLAN ARE IN ACCORDANCE WITH THE REQUIREMENTS OF THE LAST LINE OF THE SURVEYOR'S PLAN AS REQUIRED BY SECTION 26 OF ACT NUMBER 28 OF THE PUBLIC ACTS OF 1907 AS AMENDED. THERE SHALL BE NO OTHER VARIATIONS ACCESS TO 23 FT. ROAD FROM SIDE 1, 27, 28, 29 AND 30.

CURVE DATA

STATION	CHORD BEARING	CHORD LENGTH	ARC BEARING	ARC LENGTH	ANGLE
1
2
3
4
5
6
7
8
9
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11
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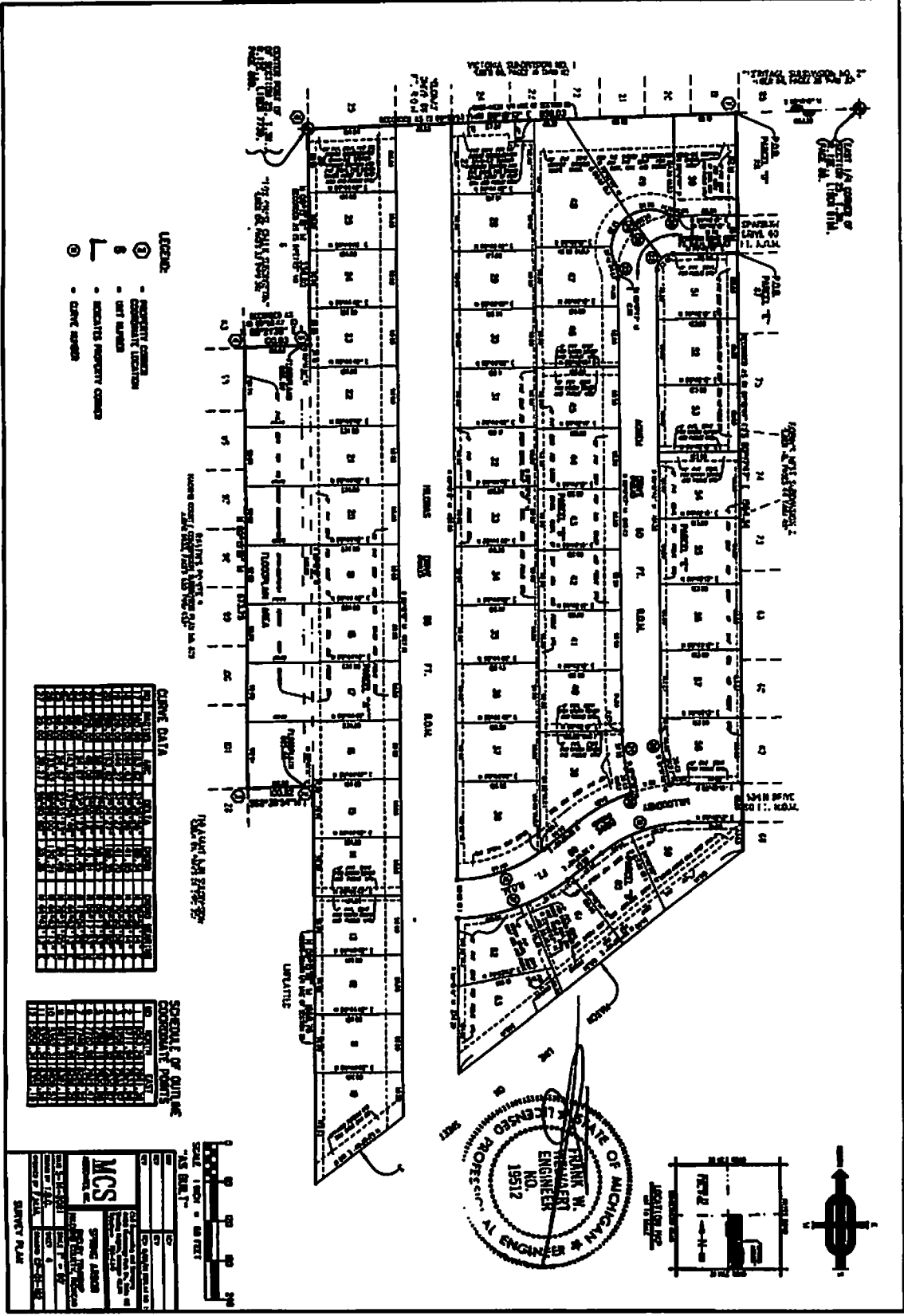
PROPERTY PLAN

OWNER	...
DATE	...
SCALE	1" = 40 FEET
...	...



SCHEDULE OF OUTLINE COORDINATE POINTS

STATION	NORTHING	EASTING
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
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24
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26
27
28
29
30



- LEGEND**
- ① PROPERTY CORNER
 - ② PROPERTY CORNER
 - ③ CURB CORNER
 - ④ PROPERTY CORNER
 - ⑤ PROPERTY CORNER
 - ⑥ CURB CORNER

CURVE DATA

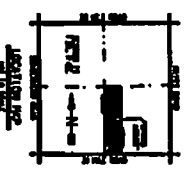
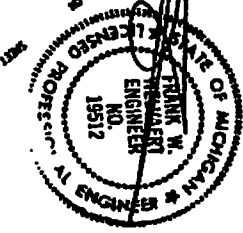
NO.	STATIONING	BEARING	ANGLE	RADIUS	CHORD	ARC LENGTH
1	1+00.00	N 89° 59' 59" E	90° 00' 01"	100.00	100.00	157.08
2	1+00.00	N 89° 59' 59" E	90° 00' 01"	100.00	100.00	157.08
3	1+00.00	N 89° 59' 59" E	90° 00' 01"	100.00	100.00	157.08
4	1+00.00	N 89° 59' 59" E	90° 00' 01"	100.00	100.00	157.08
5	1+00.00	N 89° 59' 59" E	90° 00' 01"	100.00	100.00	157.08
6	1+00.00	N 89° 59' 59" E	90° 00' 01"	100.00	100.00	157.08
7	1+00.00	N 89° 59' 59" E	90° 00' 01"	100.00	100.00	157.08
8	1+00.00	N 89° 59' 59" E	90° 00' 01"	100.00	100.00	157.08
9	1+00.00	N 89° 59' 59" E	90° 00' 01"	100.00	100.00	157.08
10	1+00.00	N 89° 59' 59" E	90° 00' 01"	100.00	100.00	157.08
11	1+00.00	N 89° 59' 59" E	90° 00' 01"	100.00	100.00	157.08
12	1+00.00	N 89° 59' 59" E	90° 00' 01"	100.00	100.00	157.08
13	1+00.00	N 89° 59' 59" E	90° 00' 01"	100.00	100.00	157.08
14	1+00.00	N 89° 59' 59" E	90° 00' 01"	100.00	100.00	157.08
15	1+00.00	N 89° 59' 59" E	90° 00' 01"	100.00	100.00	157.08
16	1+00.00	N 89° 59' 59" E	90° 00' 01"	100.00	100.00	157.08
17	1+00.00	N 89° 59' 59" E	90° 00' 01"	100.00	100.00	157.08
18	1+00.00	N 89° 59' 59" E	90° 00' 01"	100.00	100.00	157.08
19	1+00.00	N 89° 59' 59" E	90° 00' 01"	100.00	100.00	157.08
20	1+00.00	N 89° 59' 59" E	90° 00' 01"	100.00	100.00	157.08
21	1+00.00	N 89° 59' 59" E	90° 00' 01"	100.00	100.00	157.08
22	1+00.00	N 89° 59' 59" E	90° 00' 01"	100.00	100.00	157.08
23	1+00.00	N 89° 59' 59" E	90° 00' 01"	100.00	100.00	157.08
24	1+00.00	N 89° 59' 59" E	90° 00' 01"	100.00	100.00	157.08
25	1+00.00	N 89° 59' 59" E	90° 00' 01"	100.00	100.00	157.08

SCHEDULE OF QUILTS

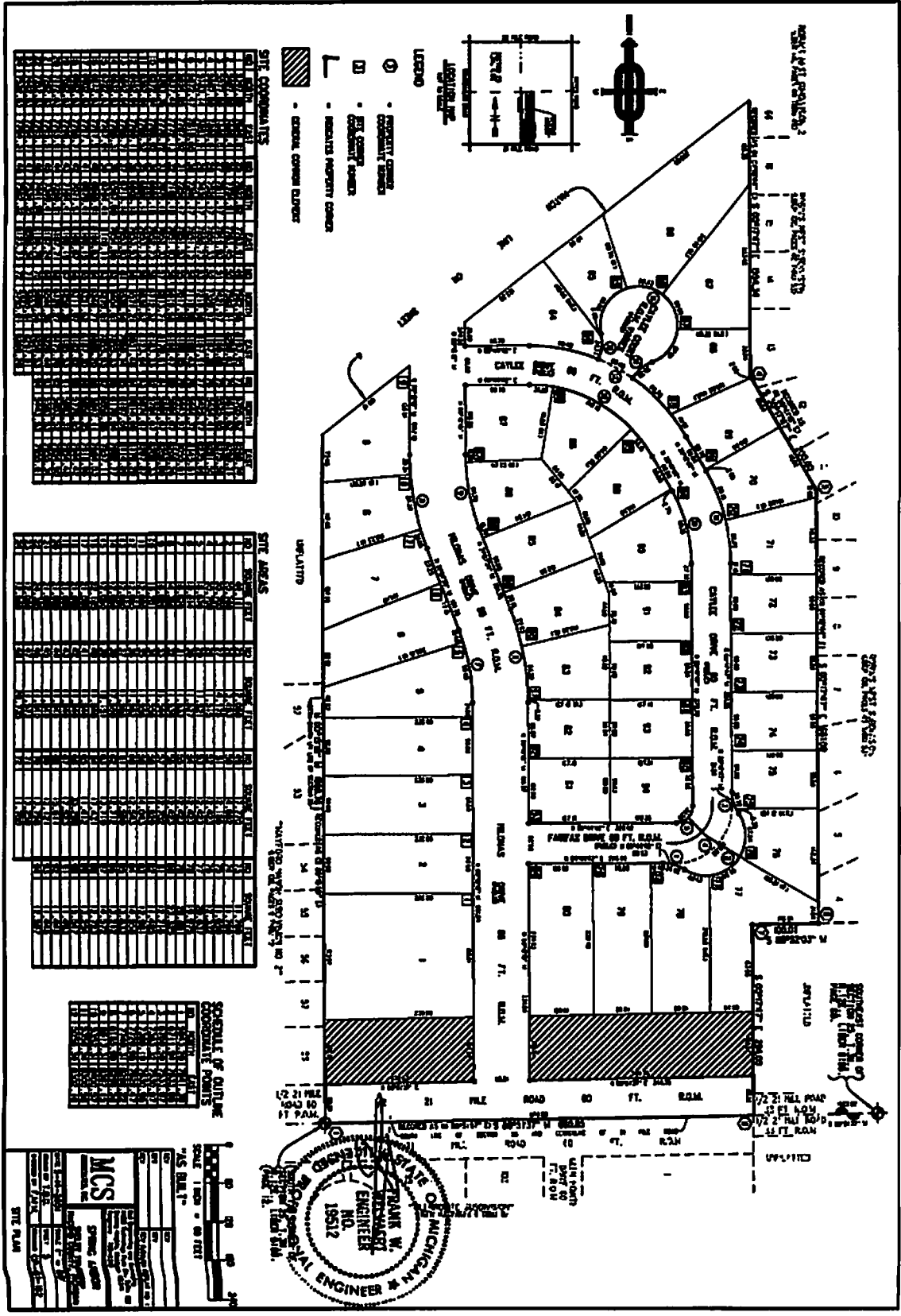
NO.	QUILT NO.	QUILT NAME	QUILT TYPE	QUILT DATE
1	1	QUILT 1	QUILT 1	1/1/19
2	2	QUILT 2	QUILT 2	2/1/19
3	3	QUILT 3	QUILT 3	3/1/19
4	4	QUILT 4	QUILT 4	4/1/19
5	5	QUILT 5	QUILT 5	5/1/19
6	6	QUILT 6	QUILT 6	6/1/19
7	7	QUILT 7	QUILT 7	7/1/19
8	8	QUILT 8	QUILT 8	8/1/19
9	9	QUILT 9	QUILT 9	9/1/19
10	10	QUILT 10	QUILT 10	10/1/19
11	11	QUILT 11	QUILT 11	11/1/19
12	12	QUILT 12	QUILT 12	12/1/19
13	13	QUILT 13	QUILT 13	1/1/20
14	14	QUILT 14	QUILT 14	2/1/20
15	15	QUILT 15	QUILT 15	3/1/20
16	16	QUILT 16	QUILT 16	4/1/20
17	17	QUILT 17	QUILT 17	5/1/20
18	18	QUILT 18	QUILT 18	6/1/20
19	19	QUILT 19	QUILT 19	7/1/20
20	20	QUILT 20	QUILT 20	8/1/20
21	21	QUILT 21	QUILT 21	9/1/20
22	22	QUILT 22	QUILT 22	10/1/20
23	23	QUILT 23	QUILT 23	11/1/20
24	24	QUILT 24	QUILT 24	12/1/20
25	25	QUILT 25	QUILT 25	1/1/21

PROJECT PLAN

NO.	DATE	DESCRIPTION
1	1/1/19	PROJECT PLAN
2	2/1/19	PROJECT PLAN
3	3/1/19	PROJECT PLAN
4	4/1/19	PROJECT PLAN
5	5/1/19	PROJECT PLAN
6	6/1/19	PROJECT PLAN
7	7/1/19	PROJECT PLAN
8	8/1/19	PROJECT PLAN
9	9/1/19	PROJECT PLAN
10	10/1/19	PROJECT PLAN
11	11/1/19	PROJECT PLAN
12	12/1/19	PROJECT PLAN
13	1/1/20	PROJECT PLAN
14	2/1/20	PROJECT PLAN
15	3/1/20	PROJECT PLAN
16	4/1/20	PROJECT PLAN
17	5/1/20	PROJECT PLAN
18	6/1/20	PROJECT PLAN
19	7/1/20	PROJECT PLAN
20	8/1/20	PROJECT PLAN
21	9/1/20	PROJECT PLAN
22	10/1/20	PROJECT PLAN
23	11/1/20	PROJECT PLAN
24	12/1/20	PROJECT PLAN
25	1/1/21	PROJECT PLAN



Liber 016031 Page 00852



- LEGEND**
- PROPERTY CORNER
 - LOT CORNER
 - GENERAL CORNER
 - ▨ GENERAL CORNER COLOR

SITE AREAS

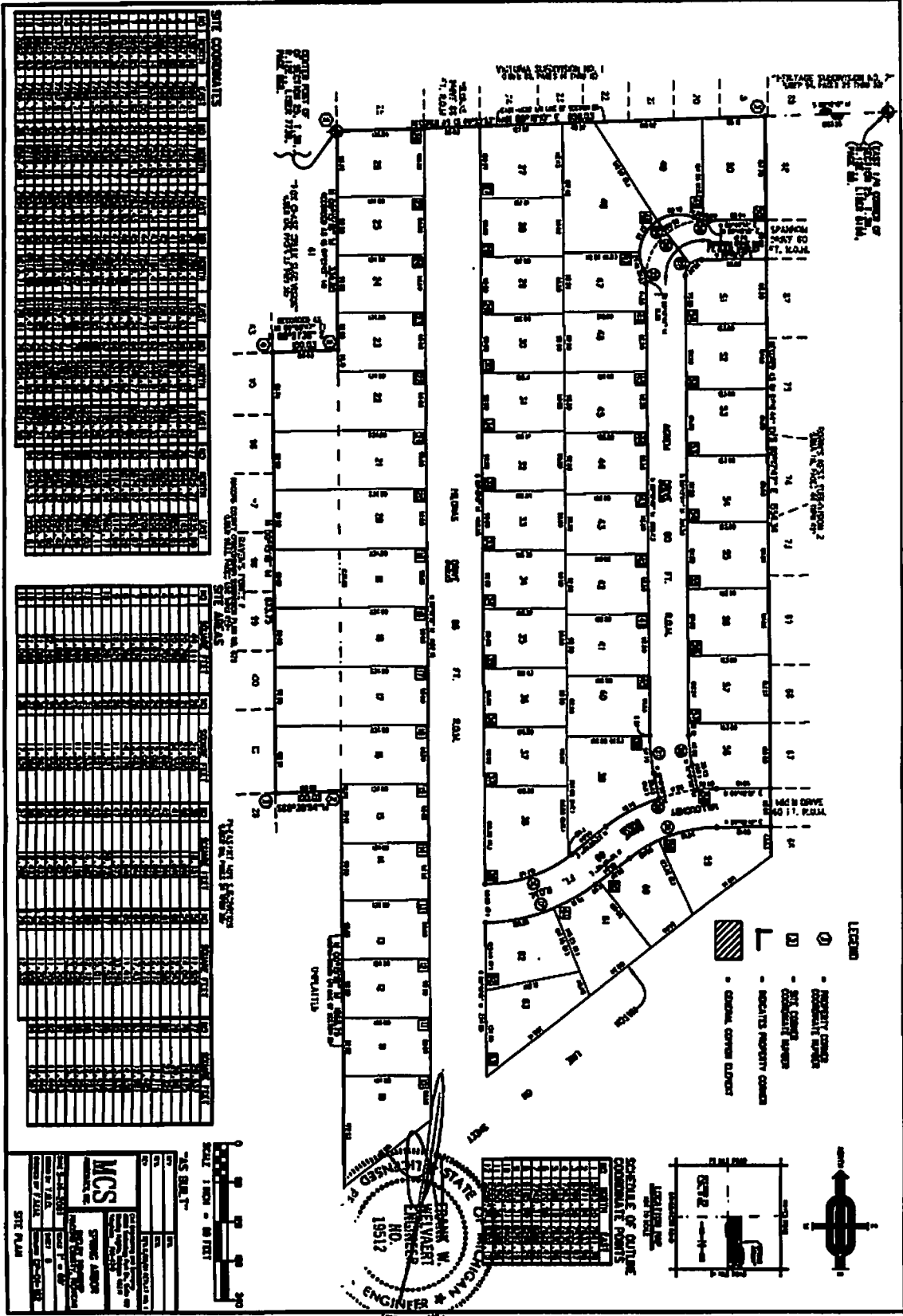
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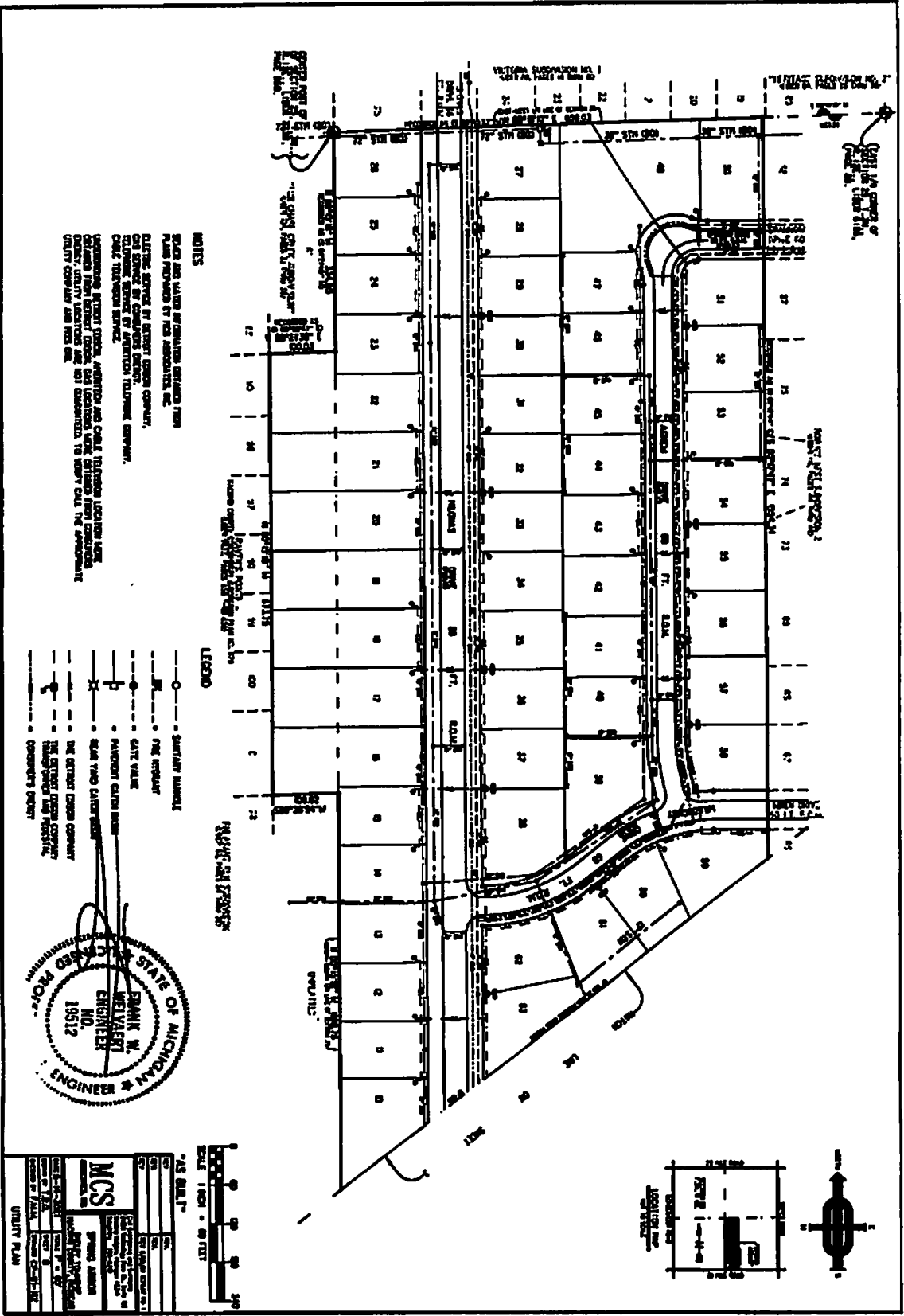
SCHEDULE OF QUANTITIES

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PROFESSIONAL SEAL OF MICHIGAN
ENGINEER
 DANIEL W. [Name]
 NO. 15512

MCS
 [Logos and text for MCS and other entities]





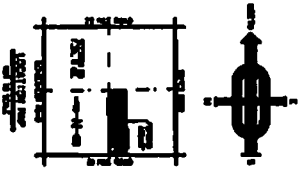
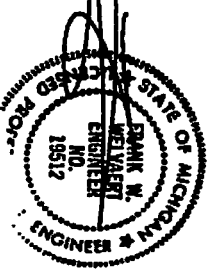
NOTES

SCALE AND WATER DIMENSIONS OBTAINED FROM PLANS PROVIDED BY THE ASSOCIATED INC. ELECTRIC SERVICE BY ELECTRIC SERVICE COMPANY. GAS SERVICE BY CHICAGO GAS COMPANY. CULVERT SERVICE BY AMERICAN TELEPHONE COMPANY. CABLE TELEVISION SERVICE.

UNDERGROUND SERVICE LOCATIONS AND CABLE TELEVISION LOCATIONS MARKED ON THIS PLAN. UTILITY LOCATIONS ARE NOT GUARANTEED TO EXIST. CALL THE APPROPRIATE UTILITY COMPANY AND THE GAS CO.

LEGEND

- Sewer Main
- Fire Hydrant
- Gas Valve
- Handout Cable Box
- Gas Valve Location
- The Electric Service Company
- The Chicago Gas Company
- The American Telephone Company
- Cable Television
- Property Owner



MCS	
DATE: 11/18/11	BY: [Signature]
PROJECT: [Project Name]	SCALE: 1" = 30'
DESCRIPTION: [Description]	DATE: 11/18/11
BY: [Signature]	DATE: 11/18/11
CHECKED BY: [Signature]	DATE: 11/18/11
APPROVED BY: [Signature]	DATE: 11/18/11
UTILITY PLAN	

**THIRD AMENDMENT TO MASTER DEED OF
SPRING ARBOR**

SPRING ARBOR ASSOCIATION, a Michigan non-profit corporation, being the Association responsible for the management, maintenance, operation and administration of the affairs of SPRING ARBOR, a condominium project established pursuant to the Master Deed thereof recorded in Liber 10562, Pages 337 through 396, First Amendment to Master Deed recorded in Liber 10857, Pages 477 through 486, both inclusive, and Second Amendment recorded in Liber 16031, Pages 846 through 855, Macomb County Records, and known as Macomb County Condominium Subdivision Plan No. 709, hereby amends in the following manner the Condominium Bylaws, being Exhibit A to the Master Deed, pursuant to the authority contained therein. Upon recordation in the office of the Macomb County Register of Deeds, this Amendment shall be effective.

This Third Amendment to the Master Deed is made this 29 day of DECEMBER, 2012, by Spring Arbor Association, a Michigan Non-Profit Corporation, hereinafter referred to as "Association," represented by the President of the Association, who is fully empowered and qualified to act on behalf of the Association, and pursuant to the provisions of the Michigan Condominium Act (being Act 59 of Public Acts of 1978, as amended).

The following amended Article VI, Section 6(b) of the Condominium Bylaws shall replace and supersede said original section, which original section shall be of no further force and effect:

(b) Trailers, tents, shacks, barns, sheds, dog kennels, dog runs, and other out buildings of any kind or nature whatsoever, whether permanent or temporary, are expressly prohibited within the Condominium, and no temporary occupancy or residence shall be permitted in unfinished residential dwellings. Basketball hoops, whether permanent or portable are permitted within the Condominium. Each unit may install one basketball hoop and must maintain it in acceptable condition. Basketball hoops cannot be attached to a unit, but must be on a pole, free standing, and located next to the driveway. The addition of asphalt or cement pads for use solely as a basketball court area is prohibited. Basketball backboards and poles must not carry graphics or offensive language, and basketball hoops must have a net attached. Playing basketball and use of artificial lights for purposes of playing basketball after dark and before dawn are prohibited. Each lot owner assumes all responsibility for maintenance of his basketball hoop, and all responsibility for any liability for personal injury or property damage occurring in connection therewith.

This Amendment is based upon the consent of more than two-thirds (2/3rds) of all co-owners of units in the Condominium eligible to vote. Copies of the consents of said co-owners are on file with the Association, as required by MCLA 559.190a(8). Except as amended hereby, and as previously amended, said Condominium Bylaws shall remain in full force and effect.

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