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LIBER 169380892

2/8/96

**Orchard Ridge  
MASTER DEED**

\$ 141.00 DEED  
\$ 2.00 REHONUMENTATION  
27 JAN 97 11:13 A.M. RECEIPT# 813  
PAID RECORDED - OAKLAND COUNTY  
LYNN D. ALLEN, CLERK/REGISTER OF DEEDS

This Master Deed is made and executed on this 11th day of July, 1996, by Kay Building and Land Development, L.L.C., a Michigan limited liability company (the "Developer"), whose post office address is 57 Kay Industrial Drive, Lake Orion, Michigan 48361, 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, as owner of all legal and equitable title to the property described in Article II below, desires by recording this Master Deed, together with the Bylaws attached as Exhibit A and together with the Condominium Subdivision Plan attached 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 Orchard Ridge as a Condominium Project under the Act and does declare that Orchard Ridge shall, after such establishment, be held, conveyed, 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, and 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, and its successors 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 Orchard Ridge, Oakland County Condominium Subdivision Plan No. 1031. The Condominium Project is established in accordance with the Act. The Units (Homesites) contained in the Condominium, including the number, boundaries, dimensions and area of each, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit has its own individual access from a Common Element of the Condominium Project (the roadways). Each Co-owner ("Owner") in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Owners the Common Elements of the Condominium Project as are designated by this Master Deed.

141.00  
+ 2.00  
143.00  
PBF

**OK - G.K.**

**OK - T. SMITH**

OAKLAND COUNTY TREASURERS CERTIFICATE  
HEREBY CERTIFY that there are no TAX LIENS or TITLES  
held by the state or any individual against the within description,  
and all TAXES on same are paid for five years previous to the  
date of this instrument, as appears by the records in the office  
except as stated.

C. HUGH DOHANY

C. HUGH DOHANY, County Treasurer  
Sec. 135, Act 208, 1893 as amended

LIBER 169380893

## ARTICLE II LEGAL DESCRIPTION

002653 The land which is subject to this Master Deed of the Condominium Project is described as follows:

Part of the East 1/2 of Section 32, T. 4 N., R. 11 E., Township of Oakland, Oakland County, Michigan, described as: beginning at a point on the North line of said Section 32, located S 87°51'15" W, 60.00 ft. from the Northeast corner of said Section 32; thence S 02°08'29" E, 60.00 ft. along the West line of "Deer Creek Estates", an Oakland County Condominium Plan recorded in Liber 10448, page 834, Oakland County Records; thence along said West line of "Deer Creek Estates" the following three courses to wit: S 02°08'29" E, 320.00 ft., and S 19°55'25" E, 196.46 ft. to the East line of said Section 32, and S 02°08'29" E, along said Section line 1900.00 ft., to the East 1/4 corner of said Section 32 and the Southwest corner of said "Deer Creek Estates"; thence S 11°56'50" E, 1046.51 ft.; thence N 89°16'08" W, 1079.19 ft.; thence N 08°52'39" W., 1051.16 ft.; thence N 88°37'29" W., 281.83 ft.; thence N 03°34'45" W, 2323.65 ft. to the Southerly right-of-way line of Silver Bell Road; thence N 87°51'15" E., along said line 1302.51 ft. to the point of beginning, and containing 96.591 acres, more or less.

## ARTICLE III DEFINITIONS

Certain terms may be used not only in this Master Deed and Exhibits A and B hereto, but also in various other instruments such as the Rules and Regulations of the Orchard Ridge Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Orchard Ridge 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 the Orchard Ridge Association, which is the non-profit corporation organized under Michigan law of which all Owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

**Section 3. Bylaws.** "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the 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 the General Common Elements described in Article IV hereof.

**Section 5. Common Improvements.** "Common Improvements" means those improvements within the Condominium premises, intended for the general benefit of all Owners, that shall be maintained and repaired by the Association pursuant to Article V hereof.

**Section 6. Condominium Documents.** "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and Rules and Regulations, if any, of the Association, as all of the same may be amended from time to time.

**Section 7. 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 Orchard Ridge as described above.

**Section 8. Condominium Project, Condominium or Project.** "Condominium Project", "Condominium" or "Project" means Orchard Ridge, as a Condominium Project established in conformity with the Act.

**Section 9. Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit B hereto.

**Section 10. Consolidating Master Deed.** "Consolidating Master Deed" means the final amended Master Deed which shall describe Orchard Ridge as a completed Condominium Project. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. In the event the improvements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by the filing of a certificate in the office of the Oakland County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

**Section 11. Co-owner or Owner.** "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

**Section 12. Developer.** "Developer" means Kay Building and Land Development, 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. The term "Developer" does not, however, include "Successor Developer" as defined in Section 125 of the Act.

**Section 13. First Annual Meeting.** "First Annual Meeting" means the initial meeting at which non-developer Co-owners are entitled 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 within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are sold, whichever first occurs.

**Section 14. Homesite.** The term "Homesite", wherever used, shall be synonymous with the term "Unit" or "Condominium Unit" as defined below.

**Section 15. Sales and Development Period.** "Sales and Development Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, shall be deemed to continue for so long as Developer continues to own any Unit in the Project, or so long as the Developer retains architectural review as provided in Article II of the Bylaws, whichever is longer.

**Section 16. 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 Owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

**Section 17. Unit, Condominium Unit or Homesite.** "Unit" or "Condominium Unit" or "Homesite" each mean the enclosed space constituting a single complete Unit in Orchard Ridge as such space may be described in Article VI 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, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

**Section 1. General Common Elements.** All Common Elements of the Project



are General Common Elements. The General Common Elements are:

**A. Roads.** The private roadway areas located within the boundaries of Orchard Ridge which provide access to the Units within the Project.

**B. Land.** All Land within the Condominium Project not identified as Units shall be a General Common Element of the Condominium. Subject to regulation by applicable laws and ordinances or these Condominium Documents, such land may be used as parks, open space areas, entranceways, landscaped areas, wetlands, or as other common areas as identified in Exhibit B to this Master Deed.

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

**A. Individual Owner Responsibilities.** The responsibility for and the costs of maintenance of the General Common Element roadway area located between the unit boundary of a homesite and the paved surface of the road adjacent shall be borne by the Owner of the Unit adjacent to such area. This area shall be landscaped and maintained at all times in accordance with the reasonable aesthetic and maintenance standards prescribed by the Association in the Bylaws and in duly adopted Rules and Regulations.

**B. Association Responsibilities.** The costs of maintenance, repair and replacement of all General Common Elements other than roadway yard areas as described in the preceding paragraph shall be borne by the Association. The Association shall not be responsible for performing any routine maintenance, repair or replacement with respect to residences and their appurtenances located within the individual Condominium Units. Notwithstanding anything in the Condominium Documents to the contrary, the Association shall have the authority and responsibility, at its expense, to operate, maintain, manage, repair and improve the General Common Elements on the Condominium Premises and shall establish a regular and systematic program of maintenance.

## ARTICLE V COMMON IMPROVEMENTS

The Common Improvements of the Project, and the respective responsibilities for maintenance, repair or replacement thereof, are as follows:

**Section 1. Common Improvements.** The Common Improvements are:

**A. Roads.** The road improvements intended for general use located in the

private road rights-of-way within the Condominium, including curbs, pavement and retaining structures associated with road construction.

**B. Storm Water Drainage System.** Any storm water drainage facilities intended for general use serving the Project.

**C. Water Main System.** The water mains servicing the Project.

**D. Sanitary Sewers.** The sanitary sewer mains servicing portions of the Project.

**E. Detention Areas.** The storm water detention areas and facilities serving the Project.

**F. Landscaping, Exterior Lighting and Sprinkler Systems.** Any landscaping, exterior lighting and sprinkler systems installed within Common Element areas and intended to be maintained by the Association.

**G. Gatehouse.** The entrance gatehouse and associated improvements, including mailboxes if installed in one central location.

**H. Electrical, Gas, Telephone and Cable Television.** The underground electrical mains, gas mains, telephone mains to the respective transformers for each Homesite, together with common lighting for the Project, if any is installed, and cable television trunk line, if any.

**I. Other.** Other elements of the Condominium located within specified easements which are intended for common use or are necessary to the Project.

**Section 2. Responsibilities.** The costs of maintenance, repair and replacement of all Common Improvements shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

**Section 3. Utility Systems.** Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications facilities, if any, 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 any telecommunications facilities, shall be Common Improvements only to the extent of the 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 Developer's and the Association's responsibility will be to see to it that sanitary sewer (for applicable Units only), telephone, electric, natural gas and cable television mains are installed within reasonable proximity to, but not necessarily within, the Units. Each Owner will be entirely responsible for arranging for and paying all costs

in connection with extension of such utilities by laterals or service leads from the mains to any structures and fixtures located within their Units.

## **ARTICLE VI UNIT DESCRIPTIONS AND PERCENTAGES 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 Orchard Ridge as prepared by Buckerfield Engineering and attached hereto as Exhibit B. Each Unit shall consist of the space located within the Unit boundaries as shown on Exhibit B hereto.

**Section 2. Percentages of Value.** The percentage of value assigned to each Unit is equal. The percentages of value were computed on the basis of the comparative characteristics of the Units. The percentage of value assigned to each Unit shall be determinative of each Owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Owner in the proceeds and expenses of administration and the value of such Owner's vote at meetings of the Association of Owners.

## **ARTICLE VII 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. Notwithstanding anything in the Condominium Documents or this Article to the contrary, any subdivision, consolidation and/or other modification of Units and/or Common Elements shall be subject to applicable laws, ordinances and required Township approvals. 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 Sales and Development Period and without the consent of any other Owner or any mortgagee of any Unit to take the following action:

**A. Subdivide Units.** Subdivide or resubdivide any Units which it owns and in connection therewith to modify the Common Elements as is reasonably necessary to effect the subdivision. Such subdivision or resubdivision 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. Consolidate Contiguous Units.** Consolidate under single ownership two or more contiguous Units. In connection with such consolidation, Developer may modify the Common Elements as may reasonably be necessary. Such consolidation 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 the Developer, its successors or assigns.

**C. Relocate Boundaries.** Relocate any boundaries between adjoining Units. In connection with such relocation, Developer may alter or remove all or portions of the Common Elements as may reasonably be necessary. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in identifying the resulting Units by number or other designation, designating the Common Elements in connection therewith, and reallocating the percentages of value (if necessary). Such relocation of boundaries shall not become effective, however, until the amendment to the Master Deed, duly executed by the Developer, has been recorded in the office of the Oakland County Register of Deeds.

**Section 2. By Owners.** One or more Owners may undertake, upon approval of the Board of Directors, Oakland Township, and any affected mortgagee, the following action:

**A. Subdivision of Units.** Subject to the provisions of Article III of the Bylaws, the Owner of a Unit may make a request to the Association to subdivide his Unit in accordance with Section 49 of the Act. Upon approval of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating the Common Elements in connection therewith, and reallocating the percentages of value in accordance with the Owners request. The Owner requesting such subdivision shall bear all costs of such amendment. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Oakland County Register of Deeds.

**B. Consolidation of Units; Relocation of Boundaries.** Subject to the provisions of Article III of the Bylaws, Owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to the Association in accordance with Section 48 of the Act. Upon approval of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Owners involved in relocation of boundaries. The Owners requesting relocation of boundaries shall bear all costs of such

amendment. Such relocation or elimination of boundaries shall not become effective, however, until the Amendment to the Master Deed, duly executed by the Association has been recorded in the office of the Oakland County Register of Deeds.

## **ARTICLE VIII EASEMENTS**

**Section 1. Easement for Utilities.** There shall be easements to, through and over the land in the Condominium (including all Units and Common Element areas) for the continuing maintenance, repair and replacement of any Common Improvements in the Condominium as depicted on the Condominium Subdivision Plan as the same may be amended from time to time. In the event any portion of a structure located within a Unit encroaches upon a Common Element due to shifting, settling or moving of a building, or due to survey errors or construction deviations or change in ground elevations, 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 destruction.

### **Section 2. Easements Retained by Developer.**

**A. Roadway Easements.** Developer reserves the right during the Sales and Development Period to install temporary construction roadways and accesses over the Common Elements in order to gain access to the Project or portions of the Project from a public road.

**B. Utility Easements.** The Developer reserves the right at any time during the Sales and Development Period, and the Association shall have the right thereafter, to grant easements for utilities, including storm drainage and retention, 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 Owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records. All of the Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

**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 Sales and Development Period has not expired.

**Section 4. Association Easements for Maintenance, Repair and Replacement.**

The Developer, the Association, all public agencies and 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, replacement or upkeep which they 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. There shall be a permanent easement in favor of the Association for the maintenance and repair of the Common Elements and Common Improvements.

**Section 5. Easement for Takeover of Maintenance.** While it is intended that each Owner shall be solely responsible for the performance and costs of all maintenance, repair, replacement and decoration of the residence and all other improvements located within his Unit, it is nevertheless a matter of concern that an Owner may fail to properly maintain the exterior of the residence and improvements within his Unit in a proper manner and in accordance with the standards set forth in the Bylaws and all Rules and Regulations of the Association. Therefore, in the event an Owner fails, as required by this Master Deed or the Bylaws, to properly and adequately maintain, decorate, repair, replace or otherwise keep his residence or any associated improvements, the Association (and/or the Developer during the Sales and Development Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems necessary to so maintain, decorate, repair or replace the residence or its appurtenances, all at the expense of the 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 Owner, shall be assessed against such Owner and shall be due and payable with his regular assessment next falling due, except that the Board of Directors shall have the right to levy against the Owner a special assessment for such expenses. Further, the lien for non-payment 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 6. Telecommunications Agreements.** The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Sales and Development 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.

**Section 7. Easement for Preservation of Wetlands and Natural Features Setback Areas.** Certain portions of the Condominium, including certain portions of individual Units, contain wetland areas subject to Township and State wetland regulations. These regulated areas may also include natural features setback areas which are subject to Township ordinances. The responsibility for preservation, protection and maintenance of regulated wetland areas and natural features setback areas as required by applicable regulations shall be that of the Owner of the Unit upon which these areas are located. However, in the event that the Owner fails to preserve, protect and maintain these wetland and/or setback areas as required by applicable regulations, the Association and/or the Township shall have the right, and all necessary easements in furtherance thereof, to perform any required restoration or maintenance permitted by the Condominium Documents or required by law as pertains to these regulated areas.

**Section 8. Storm Drainage and Water Easements.** Certain portions of the Condominium, as designated on the Condominium Subdivision Plan, are subject to perpetual and permanent easements (collectively referred to as the "Drainage and/or Water Easements") in favor of the Oakland County Drain Commissioner, the Orchard Ridge Drain Drainage District and the County of Oakland (collectively referred to as the "Grantee"), and the Grantee's respective successors, assigns and transferees, in, over, under and through the storm drainage and water supply facilities that are located within the Condominium. The Drainage and/or Water Easements may not be amended or revoked except with the written approval of the Grantee. The Drainage and/or Water Easements contain the following terms and conditions and grant the following rights:

(a) The Drainage and/or Water Easements shall be for the purpose of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with (1) any type of drainage facilities, storm drains or related appurtenances in any size, form, shape or capacity, or (2) a water supply system, or related appurtenances in any size, form, shape or capacity;

(b) The Grantee has the right to sell, assign, transfer or convey the Drainage and/or Water Easements to any other governmental unit of appropriate jurisdiction and authority;

(c) Developer and the Owners are prohibited from building any permanent

structure within the Drainage and/or Water Easements, or conveying to any third party any permission to build any permanent structures within the Drainage and/or Water Easements, without the written permission of the Grantee;

(d) No Owner is allowed to build or place on the area covered by the Drainage and/or Water Easements any type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct or adversely affect the rights of the Grantee under this Drainage and/or Water Easements;

(e) The Grantee and their respective agents, contractors and designated representatives have the right of ingress and egress, under and across the Drainage and/or Water Easements;

(f) All of the Owners release the Grantee and their respective successors, assigns and transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of a drain or sewer or otherwise arising from or incidental to the exercise by the Grantee of its rights under the Drainage and/or Water Easements, and all of the Owners covenant not to sue the Grantee for any such damages.

The rights granted to the Grantee and their respective successors and assigns, under this Section, may not be amended without the express written consent of the Grantee. Any purported amendment or modification of the rights granted hereunder shall be void and without legal effect unless agreed to in writing by the Grantee, their respective successors or assigns.

## ARTICLE IX LIMITED ACCESS COMMUNITY

Orchard Ridge is a community in which vehicular access by road may be limited by means of an electronically controlled gate or manned gatehouse at the point of entry to the Condominium. If a gatehouse or electronic gates are installed, the maintenance, repair and replacement, but not the original construction cost, shall be an expense of the administration of the Condominium. The nature and extent of the gate and other limitations on access are not intended to necessarily be effective in precluding pedestrian access and there can be no assurance that unauthorized persons can be excluded from the Condominium Premises. The Developer reserves the right to allow sufficient access to the Condominium Premises during the Sales and Development Period as may be reasonable to enable the sale and development of the entire Project. If an electronically controlled gate or manned gatehouse is installed, there shall exist, for the benefit of any public authority having jurisdiction or any emergency service agency, perpetual easements for the use by municipal and/or emergency vehicles of the roadway in the Condominium for the purposes of ingress and egress to provide, without limitation, fire and police protection, utility services, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and the Owners thereof.



## ARTICLE X RECREATIONAL FACILITIES

Developer may, in its sole discretion, construct recreational facilities in any portion of the Condominium including, but not limited to, swimming pool, tennis courts, park areas, walking trails, or other related amenities (hereinafter called the "Recreational Facilities"). If Developer elects to pay the entire construction costs thereof, then all existing Owners and all future Owners in Orchard Ridge shall thereafter contribute to the maintenance, repair and replacement of the Recreational Facilities as an expense of the administration of the Condominium, but no existing Owner shall be separately responsible to reimburse Developer for any portion of the costs of construction. If Developer desires to build such Recreational Facilities but does not wish to pay the entire cost thereof, it may communicate such desire to the then existing Owners with a request that the Owners vote upon the question of reimbursement. If two-thirds (2/3) of the then existing Owners vote in favor of construction of Recreational Facilities and reimbursement of Developer for each Owner's pro rata share of construction costs, then such determination shall be binding upon all Owners regardless of whether they voted for or against the proposal. In such event, the pro rata share of construction costs for which each Owner is liable shall be calculated by multiplying the construction costs of the Recreational Facilities by a fraction, the numerator of which is one and the denominator of which is the number of all completed Units which ultimately become entitled to use such Recreational Facilities. This paragraph is intended to make it possible to construct Recreational Facilities in the future if Developer so elects, or if, under the specified circumstances discussed above, two-thirds of the then existing Owners agree to such addition. Developer has no obligation to construct any Recreational Facilities except pursuant to its discretionary election to do so and subject to any voting requirements prescribed above, if applicable. Final determination of the design, layout and location of the Recreational Facilities, if constructed, will be at the sole discretion of Developer. The cost of construction if borne by the Owners shall be a special assessment as defined in Article VII, Section 2 of the Bylaws.

## ARTICLE XI AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Owners, except as hereinafter set forth:

**Section 1. Modification of Units or Common Elements.** No Unit dimension may be modified in any material way without the consent of the Owner and mortgagee of such Unit nor may the nature or extent of Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Owner and mortgagee of any Unit to which the same are appurtenant.

**Section 2. Mortgagee Consent.** Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall

require the approval of 66-2/3% of all first mortgagees of record allocating one vote for each mortgage held.

**Section 3. By Developer.** Prior to 1 year after expiration of the Sales and Development Period, the Developer may, without the consent of any 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 Owners or mortgagees in the Project.

**Section 4. Change in Percentage of Value.** The value of the vote of any Owner and the corresponding proportion of common expenses assessed against such Owner shall not be modified without the written consent of such Owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent; except as otherwise provided herein.

**Section 5. Termination, Vacation, Revocation or Abandonment.** The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-Developer Owners.

**Section 6. Developer Approval.** During the Sales and Development 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.

**Section 7. Township Approval of Amendment.** Notwithstanding anything herein to the contrary, Article VIII, Section 7 of this Master Deed, Article III, Section 40 of the Bylaws and Article XXII, Section 7, paragraph 2 of the Bylaws may not be amended without first obtaining written approval from the Township.

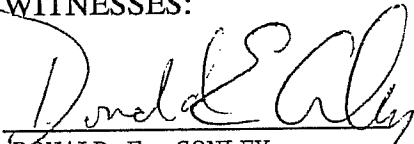
## ARTICLE XII ASSIGNMENT

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 Oakland County Register of Deeds.

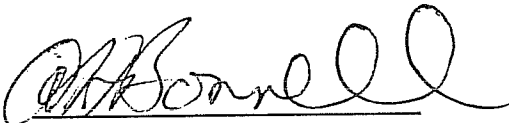
**ARTICLE XIII  
DEVELOPER'S RIGHT OF USE**

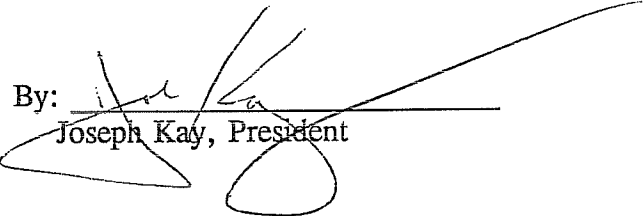
The Developer, its successors and assigns, agents and employees, may maintain such facilities as necessary on the Condominium Premises to facilitate the construction, development and sale of the Units including offices, models, storage areas, maintenance areas and parking. The Developer shall also have the right of access to and over the Project as reasonable to permit the construction, development and sale of the Units.

WITNESSES:

  
DONALD E. CONLEY

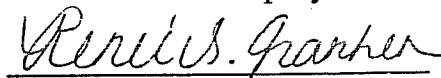
Kay Building and Land Development, L.L.C.,  
a Michigan limited liability company

  
A. H. BONNELL

By:   
Joseph Kay, President

STATE OF MICHIGAN       )  
                                      ) SS.  
COUNTY OF Oakland     )

On this 11th day of July, 1996, the foregoing Master Deed was acknowledged before me by Joseph Kay, President of Kay Building and Land Development, L.L.C., a Michigan limited liability company, on behalf of said company.



RENEE S. GRANKEN

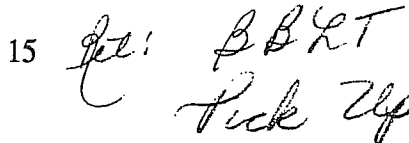
Notary Public, Oakland County, Michigan

My commission expires:

11/25/96

Prepared by ~~and when~~  
~~recorded return to:~~

Donald E. Conley, Esq.  
STROBL & BORDA, P.C.  
300 E. Long Lake Rd., #200  
Bloomfield Hills, MI 48304  
(810) 540-2300

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2/8/96

**Exhibit A  
to Master Deed**

**Orchard Ridge  
BYLAWS**

**ARTICLE I  
ASSOCIATION OF OWNERS**

Orchard Ridge, a residential Site Condominium Project located in Oakland Township, Oakland County, Michigan, shall be administered by an Association of Owners which shall be a non-profit corporation (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 and Improvements, 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 Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of an 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 Owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All 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 Condominium Documents.

**ARTICLE II  
ARCHITECTURAL APPROVAL**

**Section 1. Architectural Control.** An Architectural Approval Process has been established to assure that Orchard Ridge is developed in the highest quality manner consistent with the design goals for the community. No building, structure or other improvement shall be erected, constructed or permitted to remain on any Condominium Unit or elsewhere within the Condominium Project unless the building, structure or improvement has been approved by the Developer in accordance with the Architectural Approval Process described in the Rules and Regulations and also complies with the restrictions and requirements of the Condominium Documents, unless any non-compliance has been specifically waived in writing. The Developer intends that all residences in Orchard Ridge be designed, constructed and maintained so as to be harmonious, complimentary and dignified, all to the end that Orchard Ridge will provide a

refined and exclusive environment of the highest architectural, construction and aesthetic standards.

No alteration, modification, substitution or other variance from the designs, plans, specifications and other submission materials which have been approved by the Developer shall be permitted unless the Owner thereof obtains the Developer's written approval for such variation. So long as any such variance is minimal in the sole judgement of the Developer, the Owner need not go through the entire submittal process described in the Rules and Regulations, but in any event the Owner must submit sufficient information (including material samples) as the Developer determines in its sole discretion is required to assist the Developer's decision whether or not to approve the variance. The Developer's approval of any variance must be obtained irrespective of the fact that the need for the variance arises for reasons beyond the Owner's control (e.g., material shortages). The Developer reserves the right to assign, delegate or otherwise transfer its rights and powers of approval as provided herein including, without limitation, an assignment of such rights and powers to the Association.

**Section 2. Time Limit for Submittals and Commencement of Construction.**

Within two years from the date of closing on a homesite, the Owner shall apply for Preliminary Approval of plans and specifications for construction of a residence. Within ninety (90) days of receiving Preliminary Approval from the Developer, the Owner shall apply for Final Approval to construct a residence. Within ninety (90) days of receiving Final Approval from the Developer, the Owner shall commence construction of the residence.

**ARTICLE III  
USE RESTRICTIONS**

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

**Section 1. Residential Use.** Units in Orchard Ridge shall be used only for single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use. No building of any kind shall be erected within a Unit except approved private single family residences and ancillary structures. Only one residence may be constructed within any Unit. Each residence must include an attached garage with a minimum of three and maximum of four garage doors. Garages may be of sufficient depth to hold up to a maximum of eight cars.

**Section 2. Exterior Architecture.** The exterior of all homes shall be traditional or classical in architectural design. Contemporary or modern architecture is not considered to be within the design goals for the community and will not be permitted. The Developer shall determine in its sole judgement whether the proposed architectural design meets the traditional or classical design goals for the development.

**Section 3. Architectural Uniqueness.** A proposed residence shall not be substantially similar in exterior design and appearance to any other residence within the development which has received Architectural Approval. The primary basis for determination of similarity will be proportions and massing of architectural elements, location and style of windows and front entrance areas, rooflines and exterior colors and materials.

**Section 4. Minimum Size.** Each residence must have a minimum livable floor area of 4,000 square feet for a one story residence and 5,000 square feet for a one and one-half or two story residence. For the purposes of this paragraph, garages, patios, decks, open porches, entrance porches, terraces, basements, lower levels, and like areas shall be excluded in determining the livable floor area.

**Section 5. Minimum Width.** Each residence shall have a minimum total building width of eighty (80) feet, including the attached garage.

**Section 6. Exterior Walls.** The majority of the exterior walls of all residences shall be of brick or stone. If the remaining portions are constructed of wood, they must consist of individual board natural wood siding. Texture 1-11, aluminum and vinyl siding is prohibited. All windows must be of high quality wood frame or wood clad construction. Natural cement stucco or similar materials such as "Dryvit" may be approved, but must harmonize with the selected brick or stone. Exterior colors are to be subdued and natural.

**Section 7. Landscaping.** As part of the Architectural Approval process for a new residence, landscape plans must be submitted according to the provisions of the Landscaping Guidelines and Architectural Approval Process as described in the Rules and Regulations. Each residence and surrounding yard areas must be landscaped within thirty (30) days after issuance of a temporary certificate of occupancy by Oakland Township or, in the case of model homes, within sixty (60) days after the exterior of the residence has been substantially completed, season permitting.

**Section 8. Roofing Materials.** Roofs shall be constructed of high quality cedar shakes, cedar shingles, cementitious tile, slate or good quality dimensional asphalt shingle with design, color and material approved by the Developer. White or light colored roofs are not permitted.

**Section 9. Roof Pitch.** No single-level flat roofs shall be permitted on the entire main body of any dwelling, building or other structure, including outbuildings. Flat roofs may be installed over Florida rooms, porches or patios if they are architecturally compatible with the residence, but only if the same are approved by the Developer. The pitch of any proposed roof shall be depicted on plans submitted to the Developer and the degree of pitch acceptable shall be at the Developer's discretion.

**Section 10. Roof Vents.** Ridge-type roof vents shall be required wherever

possible and can-type roof venting devices are prohibited. Plumbing vents, metal vents, caps, stacks and flashings shall be painted to match the roof color or painted black, and shall be located so as not to be visible from the street wherever possible.

**Section 11. Garages.** All garages shall have side or rear entry doors which are no less than perpendicular with the street at the front of the residence. Front entry garages are expressly prohibited. Garages are to be located at the opposite side of the normal approach direction to the residence. The garage apron area is to be screened by landscaping to prevent a direct view into the garage from the street.

**Section 12. Chimneys.** All chimneys shall be constructed of brick or natural stone on a concrete foundation with a clay flue lining. Prefabricated chimneys, wood chaise chimneys, panel brick chimneys or metal lined chimneys are not permitted, even if not located on an outside wall. Each chimney top shall be designed to uniquely complement the individual architecture of its residence and shall be different than the chimney design on any other residence.

**Section 13. Driveways.** Driveways shall be constructed of asphalt paving, brick pavers or other approved paving materials providing an elegant, textured appearance. Common concrete paving is not permitted except in the garage apron area within 3 feet of the garage doors. Driveways shall be located a minimum of 10 feet from any side Unit boundary line.

**Section 14. Air Conditioning Units.** No window or wall mounted air conditioners are permitted. All exterior air conditioning equipment shall be located at the sides of the residence as to minimize noise to adjacent homes and shall be screened by landscaping so as to not be visible from the road or adjacent residences.

**Section 15. Lampposts.** In the course of construction of the residence, the Owner shall install a lamppost and lamp controlled by an automatic photocell switch, complementary to the architecture of the residence, located within 50 feet of the street in front of the residence, to provide a degree of ambient lighting throughout the community. The size, style, location and illuminative power and type shall be approved by the Developer. After initial installation, the Owner shall maintain such lamppost in good working order and it shall remain lit between dusk and dawn.

**Section 16. Mailboxes.** In the event that individual mailboxes are used within the development, each Owner shall install a mailbox of a design, material, color and construction specified or approved by the Developer to insure a pleasing, consistent appearance throughout the community.

**Section 17. Address Blocks.** Each residence shall incorporate an address block constructed of marble, granite, limestone or similar material containing the carved numerals of the address of the residence. If possible, address blocks shall be lighted so as to be visible at

night. If the address of the residence cannot be seen from the road due to topography or vegetation, an additional address shall be located near the base of the driveway at the road. All supplemental addresses shall be subject to approval by the Developer in regard to style, size and materials.

**Section 18. Swimming Pools.** Only in-ground, aesthetically pleasing pools are permitted subject to the Developer's written approval. All pool areas shall be visually screened with landscaping and all mechanical equipment shall be concealed from view. Pools areas shall be enclosed by an attractive 4-foot fence which shall be approved by the Developer; chain link fences will not be permitted.

**Section 19. Spas.** Free-standing, above ground spas not integrated into in-ground swimming pools shall be located close to the rear of a residence within a deck or patio area with all mechanical equipment fully concealed.

**Section 20. Basketball Hoops.** The type, style and location of basketball backboards and poles shall be approved by the Developer. Backboards and poles shall be located as to be unobtrusive as possible at the sides or rear portion of a residence.

**Section 21. Retaining Walls.** All retaining walls shall be of stone or approved masonry materials. Wooden tie walls are not allowed.

**Section 22. Fences and Walls.** No fence, wall or hedge of any kind shall be erected or maintained on any Unit without the prior written authorization of the Developer. Fences and walls are strongly discouraged and will only be considered in unusual circumstances.

**Section 23. Outdoor Playsets.** Outdoor playground equipment shall be located in the rear yards of residences, shall be screened from view from the road and adjacent homesites with evergreen landscaping vegetation, and shall be constructed of wood.

**Section 24. Utility Meter Locations.** Gas and electric meters, telephone junction boxes, sump pump discharges and sprinkler anti-siphon valves attached to residences shall be located in such a manner as to be hidden from view from the road or adjacent homesites.

**Section 25. Construction Regulations.** Construction activities are subject to the provisions described in the Rules and Regulations. Once commenced, all construction activity shall be prosecuted and carried out with all reasonable diligence, and the exterior of all dwellings and other structures must be completed as soon as practicable after construction commences and in any event within twelve (12) months after such commencement, except where such completion is impossible or would result in exceptional hardship due to strikes, fires, national emergencies or natural calamities.



**Section 26. Construction Hours.** No construction activities shall be carried on between the hours of 6:00 p.m. and 7:00 a.m. on any day, or at any time on a Sunday or legal holiday.

**Section 27. Builders' Deposit and Agreement.** Prior to commencement of residential construction activities, the Owner shall provide that his or her general contractor or builder enters into an agreement with the Developer whereby the general contractor or builder agrees to (i) maintain a dumpster on the construction site during the course of construction in a location approved by the Developer; (ii) deposit all trash, garbage, scraps and other disposable items therein; (iii) to keep the construction site and adjacent roads in a neat and clean condition; (iv) to abide by all other construction regulations; and (v) to post as security for his obligations a deposit in the amount of two thousand (\$2,000) dollars with the Developer. This deposit will be returned, less any costs incurred by the Developer if the builder fails to honor his obligations, upon completion of construction.

**Section 28. Homesite Maintenance.** Each Homesite and all improvements thereon, including without limitation the residence, landscaping, lawns, walks, drives, patios, decks, swimming pools and docks, shall be maintained in first class and attractive condition. Lawns shall be fertilized on a regular basis, kept neatly trimmed and free of weeds, and irrigated during dry periods. Lawn maintenance services by outside contractors shall be performed only between the hours of 8:00 A.M. to 6:00 P.M. Monday through Saturday.

**Section 29. Maintenance of Units Prior to Construction.** Each Unit purchaser shall have the obligation to keep his or her Unit in an attractive and pleasing condition in the interval prior to the construction of the residence. This obligation shall include the prompt removal of dead or diseased trees, and the prevention or correction of any unsightly or unkempt conditions which may negatively affect the beauty of the community.

**Section 30. Alterations and Modifications of Common Elements.** No Owner shall make alterations, modifications or changes in any of the Common Elements without the express written approval of the Developer. No Owner shall in any way restrict access to any utility line, or any other element that must be accessible to service the Common Elements and Common Improvements or any element which affects an Association responsibility in any way.

**Section 31. Lawn Ornaments.** No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any Unit, except that holiday decorations shall be permitted subject to the Rules and Regulations of the Association as they may from time to time be amended, unless approved in writing by the Developer.

**Section 32. Offensive Activities.** No immoral, improper, unlawful, noxious or offensive activity shall be carried on in any Unit or upon the Common Elements nor shall anything be done which may be or become an annoyance or a nuisance to the Owners. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit and

disputes among Owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Owner shall do or permit anything to be done that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices, burning of trash or leaves, installation or operation of electronic insect killers or operation of flood or other bright lights which are an annoyance to an adjacent resident.

**Section 33. Pets.** No animals, other than household pets at a maximum of two (2) per species, shall be maintained by any Owner. No animal may be kept or bred for any commercial purpose and all animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. All animals shall be properly licensed. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements. Each Owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept on any Unit or on the Common Elements even if permission was previously granted to maintain the pet on the premises. The Association may, without liability to the Owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section.

**Section 34. Dog Runs.** Dog kennels, runs, or other enclosures must be approved by the Developer prior to installation. Any such kennel or run must be attached to the rear of a residence, must be screened from view from the street or any adjacent Unit, must be kept in a clean and sanitary condition, and shall not be used for any dog which can be heard on a frequent basis.

**Section 35. Aesthetics.** No Unit or Common Elements shall be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted Rules and Regulations of the Association. No exterior radio, television aerial, antenna, satellite dish or other reception or transmission device shall be placed, constructed, altered or maintained on any Unit without the prior written consent of the Developer, which the Developer may withhold in its sole discretion. The Common Elements and Units shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. All portions of window treatments, including, but not limited to, curtains, drapes, blinds and shades, visible from the exterior of any dwelling shall be made of or lined with material which is white or off-white in color or blends with the exterior of the residence.

**Section 36. Trash Removal.** Trash shall be stored out of sight in standard receptacles specified by the Developer, and placed at the curb for trash pickup no sooner than

the evening before the collection day. Owners shall contract with a single company selected by the Association in order to obtain a better rate and limit trash collection to a single day per week. Trash receptacles shall be removed as soon as possible after trash collection.

**Section 37. Vehicles.** No house trailers, trucks, pick-up trucks, commercial vehicles, boat trailers, aircraft, boats, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobiles, passenger vans, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation purposes, may be parked upon the premises of the Condominium unless in garages. Passenger vehicles other than those belonging to guests shall be parked in garages. Garage doors shall be kept closed. No inoperable vehicles of any type may be stored outdoors under any circumstances. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. No motorcycles, snowmobiles or vehicles designed primarily for off-road use shall be used, maintained or operated in the Condominium or on its Roads. No parking on the Road, except in connection with special events, is permitted without the Association's prior approval.

**Section 38. Temporary Structures.** No structure of a temporary character, trailer, commercial vehicle, recreation vehicle, shack, garage, barn, storage shed, tent, tree house, or other similar outbuilding, may be used or occupied at any time, on any Unit, either temporarily or permanently, except that (i) tents for entertainment purposes may be erected for periods not to exceed forty-eight (48) hours; (ii) an appurtenant swimming pool bathhouse may be maintained, provided that the plans for such swimming pool and bathhouse shall have been approved by the Developer and Township.

**Section 39. Advertising.** No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association and, during the Sales and Development Period, from the Developer except as follows: During the construction of a dwelling, the Developer may permit one sign to be erected on the Unit so as to identify the Unit number, the name of the builder and the address of the Unit. The size, location, color and content of any sign permitted by the Developer shall be as specified by the Developer.

**Section 40. Wetlands and Natural Feature Setback Areas.** A portion of the land within the Condominium contains wetlands and natural feature setback areas which are protected by State and Township regulations. In order to assure that no inadvertent violations of those regulations occur, no Owner may disturb any wetland area, or natural features setback area as defined by the Township from time to time, without obtaining written authorization from the Association and any necessary governmental permits, regardless of whether the area is located on the Owner's Unit or elsewhere within the Condominium. The Association shall have the primary responsibility of enforcing this provision and requiring any restoration, maintenance and/or preservation which may be necessary to achieve compliance with applicable regulations. In the event that the Association shall fail to carry out its responsibility in regard to this

provision, the Township shall have the right to enforce this provision as described in Article XXII, Section 7 of these Bylaws.

**Section 41. Rules and Regulations.** It is intended that the Board of Directors of the Association may make Rules and Regulations from time to time to reflect the needs and desires of the majority of the Owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Owners.

**Section 42. Relocation of Unit Boundaries.** No Owner shall cause his Unit to be subdivided, consolidated with any other Unit, or otherwise modified by the relocation of Unit boundaries without the written approval of the Association or, during the Sales and Development Period, the Developer. All requests for subdivision, consolidation or modification shall be submitted in writing together with all necessary plans, surveys and other pertinent information. Requests for modification of Unit boundaries shall be evaluated on the expected beneficial or adverse impact on the community. Approvals are subject to all applicable governmental regulations and the requirements of Article VII of the Master Deed.

#### ARTICLE IV RESERVED RIGHTS OF THE DEVELOPER

**Section 1. Prior Approval by the Developer.** During the Development and Sales period, no buildings, fences, walls, retaining walls, 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 planting 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 improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by the Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, deposited 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 Owners.

**Section 2. Developer's Right to Waive or Amend Restrictions.**

Notwithstanding anything herein to the contrary, the Developer reserves the right to waive any restriction or requirement, 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 an Owner or a contractor from an undue hardship or expense.

**Section 3. The Developer's Rights in Furtherance of Sales.** None of the restrictions contained in Article III shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Sales and Development Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, the Developer shall have the right to maintain advertising display signs, billboards, a sales office (including a temporary building or mobile trailer), 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 sale and development of the entire Project.

**Section 4. Enforcement of Bylaws.** The Developer and the Association, as their interests may appear, shall have the responsibility and the obligation to enforce the provisions contained in these Bylaws including the Restrictions set forth in Article III. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Owners and all persons having an interest in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any person to whom he may assign this right, at his option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Sales and Development Period which right of enforcement shall include (without limitation) an action to restrain the Association or any Owner from any activity prohibited by these Bylaws.

**Section 5. Right of First Refusal.** Until such time as an occupancy permit has been issued with respect to a residence on a Unit, the Developer shall have a right of first refusal to purchase any Unit on the same terms and conditions as the Unit Owner is offering to any other prospective purchaser. Prior to selling a Unit, the Unit Owner shall provide the Developer with written notice of the proposed sale, including all terms and conditions thereof. The Developer shall have five (5) days thereafter to notify the Unit Owner in writing as to whether or not it intends to exercise its right of first refusal. If it fails or declines to exercise its right of first refusal, the Unit Owner may proceed to sell the Unit on the same terms and conditions as were stated in the notice. Any change in the terms and conditions of a proposed sale shall require that the Unit Owner give new notice to the Developer of the proposed sale. In any event, any purchaser shall acquire the Unit subject to the Developer's right of first refusal with respect to any future sale. If the Developer indicates its intention to exercise its right of first refusal, the Unit Owner shall promptly provide the Developer with an appropriate title

insurance commitment in the amount of the proposed purchase price for the Unit, confirming that the Unit Owner can grant the Developer good and marketable title. Closing shall occur within thirty (30) days of the date the Developer and the Unit Owner receive a satisfactory title commitment.

**Section 6. Right to Approve Architects.** The Developer reserves the right to approve or disapprove, in its sole discretion, any or all architects for design of residences and related structures to be built within Orchard Ridge, for the purpose of regulating and promoting excellence in architectural design and ensuring that all architects associated with the project have the necessary experience and credentials in the design of upscale custom luxury homes.

**Section 7. Standard for the 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, the Developer intends to ensure that the dwellings and other features embodied or reflected therein meet the requirements set forth in the Condominium Documents; however, the Developer reserves the right to waive or modify such restrictions or requirements pursuant to Section 2 of this Article. In addition to ensuring that all dwellings comply with the requirements and restrictions of the Condominium Documents, 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 design goals for the Condominium in passing upon plans, designs, drawings, specifications and other submissions. 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, fences, walls, or other structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. 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 the 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 representation or warranty that the structure or matter is properly designed or that it is in conformity with the ordinances or other requirements of Oakland 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.

**ARTICLE V**  
**LEASING AND SALE OF UNITS**

**Section 1. Right to Lease.** An Owner may lease his or her Unit provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in Section 2 below. Owners shall make every effort to ensure that the prospective tenant is of good character, financially responsible and is familiar with and willing to abide by all provisions of the Condominium Documents including the Rules and Regulations. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no 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 nine 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.

**Section 2. Leasing Procedures.** The leasing of Units in the Project shall conform to the following provisions:

(1) An 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 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.

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

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

(a) The Association shall notify the Owner by certified mail advising of the alleged violation by the tenant.

(b) The 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.

(c) 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 Owners on behalf of the Association, if it is under the

control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceedings. The Association may hold both the tenant and the Owner liable for any damages to the Common Elements caused by the Owner or tenant in connection with the Unit or Condominium Project.

(4) When a Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying an Owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the 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.

**Section 3. Notification of Sale.** An Owner intending to make a sale of his Unit shall notify the Association in writing at least 21 days before the closing date of the sale and shall furnish the name and address of the intended purchaser and such other information as the Association shall reasonably require. The purpose of this Section is to enable the Association to be aware at all times of the identities of all persons owning or occupying a Unit and to facilitate communication with all such persons regarding the rights, obligations and responsibilities under the Condominium Documents. Under no circumstances shall this provision be used for purposes of discrimination against any owner, occupant or prospective owner on the basis of race, color, creed, national origin, sex or other basis prohibited by law.

## ARTICLE VII RECONSTRUCTION AND REPAIR

**Section 1. Association Responsibility for Repair.** Subject to Articles IV and V of the Master Deed, the Association shall be responsible for the reconstruction, repair and maintenance of the General Common Elements and Common Improvements. Immediately after the occurrence of a casualty causing damage to a General Common Element, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost 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 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. Owner's Responsibility for Repair.** Each Owner shall be responsible for all reconstruction, repair and replacement required within his Unit resulting from damage and shall diligently, in good faith and as quickly as is reasonable complete the work necessary to repair the damage incurred.

**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 all or any portion of a Unit or any improvements thereon by eminent domain, the award for such taking shall be paid to the Owner of such Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If an Owner's entire Unit is taken by eminent domain, such Owner and his mortgagee shall, after acceptance of the condemnation award therefor, 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 Owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

**C. Continuation of Condominium After Taking.** In the event the Condominium Project continues after a taking of some portion thereof by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article VI of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Owners so that the total percentage of value of all Units continues to be 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 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 promptly 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 an 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 Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

## **ARTICLE VII INSURANCE**

**Section 1. Extent of Coverage.** The Association shall, to the extent appropriate in light of the nature of the General Common Elements and Common Improvements of the Project, carry all risk insurance coverage and liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion, but in no event less than \$1,000,000 per occurrence), officers' and directors' liability insurance, and workmen's compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the General Common Elements and Common Improvements and such insurance shall be carried and administered in accordance with the following provisions:

**A. Responsibilities of Association.** All such insurance shall be purchased by the Association for the benefit of the Association, the Developer and the Owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Owners.

**B. Insurance of Common Elements.** All General Common Elements and Common Improvements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, if applicable and appropriate, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, if any, as determined annually by the Board of Directors of the Association.

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

**D. Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required, as provided in Article VII of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

**Section 2. Authority of Association to Settle Insurance Claims.** Each Owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project and the General Common Elements and Common Improvements appurtenant thereto, with such insurer as may, from time to time; provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

**Section 3. Responsibilities of Owners.** Each Owner shall be responsible for obtaining all risk insurance coverage with respect to the building and all other improvements constructed or to be constructed within the perimeter of the Owner's Condominium Unit and for personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. Prior to the construction of a residence, each Owner shall obtain all peril builder's risk and public liability insurance and maintain such in full force and effect during the construction period. Each Owner also shall be obligated to obtain insurance coverage for Owner's personal liability for occurrences within the perimeter of the Owner's Unit (naming the Association and the Developer as additional insureds), and also any other personal insurance coverage that the Owner wishes to carry.

**Section 4. Waiver of Right of Subrogation.** The Association and all Owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Owner or the Association.

**Section 5. Indemnification.** Each Owner shall indemnify and hold harmless every other Owner, the Developer and the Association for all damages and costs, including

attorneys' fees, which such other Owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such Owner's Unit and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Sales and Development Period). This Section 5 shall not be construed to give any insurer any subrogation right or other right or claim against any Owner, however.

## ARTICLE VIII ASSESSMENTS

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 1. Assessments for Common Elements.** All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the 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 Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

**Section 2. 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 payments as set forth in Section 3 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 Owner and the assessment for said year shall be

established based upon said budget, although the failure to deliver a copy of the budget to each Owner shall not affect or in any way diminish the liability of any Owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, 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 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 of 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 Owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements or Common Improvements of a cost exceeding \$25,000.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 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 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 Owners in number. 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 of the members thereof.

### **Section 3. Apportionment of Assessments and Penalty for Default.**

Unless otherwise provided herein or in the Master Deed, all assessments levied against the Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with the percentage of value allocated to each Unit in Article VI of the Master Deed, without increase or decrease for the existence of any rights to use, or the use of the Common Improvements or the General Common Elements. Assessments shall be due and payable by the Owners in advance on an annual basis, commencing with the date of the acceptance of a deed to a Unit or the date of the acquisition of fee simple title to a Unit by any other means and prorated for the remainder of the first year. 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 one hundred (\$100.00) dollar late fee will be levied against each Owner for each month in which the Owner is in default on the payment of an assessment. Assessments in default, including any late fee(s) thereon, shall bear interest at the rate of seven (7%) percent per annum until paid in full. All such late fees and any interest

thereon shall be added to and become a part of the assessment for which such late fees and interest were levied. Each Owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including late fees, interest and costs of collection and enforcement of payment) levied against his Unit during his ownership of the Unit, except a land contract purchaser from any Owner including the Developer shall be so personally liable and his land contract seller shall not be personally liable for all assessments levied from the date of the land contract sale up to and including the date upon which the land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and late fees on such installments; and third, to installments in default in order of their due dates.

**Section 4. Waiver of Use or Abandonment of Unit.** No 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 5. 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 Owner in the payment of any installment of the monthly assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the monthly assessment for the pertinent fiscal year immediately due and payable.

**B. Foreclosure Proceedings.** Each 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 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 Owner acknowledges that at the time of acquiring title to his 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 the subject Unit.

**C. Notice of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Owner(s) at his or their last known address, a written notice that one 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's fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds of Oakland County 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 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 attorney's 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 Owner in default and shall be secured by the lien on his Unit.

**Section 6. 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 7. 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 regular Association assessments. The Developer, however, shall at all times pay

all expenses of maintaining the Units that it owns, including the improvements located thereon, together with 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 the 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 residential dwelling is located. For instance, the only expenses presently contemplated that the Developer might be expected to pay are a pro rata share of snow removal and other road maintenance from time to time as well as a pro rata share of any liability insurance and other 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 the 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 residential dwelling" shall mean a residential dwelling with respect to which a certificate of occupancy has been issued by Oakland Township.

**Section 8. 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 the 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.

**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 Owners, and personal



property taxes based thereon shall be treated as expenses of administration.

**Section 11. Construction Lien.** A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

## ARTICLE IX 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 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 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 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 X MORTGAGES

**Section 1. Notice to Association.** Any 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 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 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 written 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 XI VOTING

**Section 1. Vote.** Except as limited in these Bylaws, each Owner shall be entitled to one vote for each Condominium Unit owned.

**Section 2. Eligibility to Vote.** No 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 XIV, Section 2 of these Bylaws, no 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 XII. The vote of each Owner may be cast only by the individual representative designated by such Owner in the notice required in Section 3 of this Article 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 one vote for each Unit which it owns.

**Section 3. Designation of Voting Representative.** Each 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 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 Owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Owner. Such notice shall be signed and dated by the Owner. The individual representative designated may be changed by the 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 50% of the Owners in number 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 any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

**Section 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 XII 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 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 other 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 the Developer and may be called at any time after more than 50% of the Units in Orchard Ridge 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 non-developer Owners of 75% of the Units, or 54 months after the date of conveyance of the first Unit, 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 15 days' written notice thereof shall be given to each Owner.

**Section 3. Annual Meetings.** Annual meetings of members of the Association shall be held on the first Wednesday of March in 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; provided, however, that the second annual meeting shall not be held sooner than 8 months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Owners a Board of Directors in accordance with the requirements of Article XIV of these Bylaws. The 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 Owners as directed by resolution of the Board of Directors or upon a petition signed by one-third of the 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 the time and place where it is to be held, upon each 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 Owner at the address shown in the notice required to be filed with the Association by Article XI, 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 Owners cannot be held because a quorum is not in attendance, the 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 inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings 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/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 is 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 XIII 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 33% of the Units, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least 2 non-developer Owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than 5 of the non-developer 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 Owners and to aid in the transition of control of the Association from the Developer to purchaser Owners. The Advisory Committee shall cease to exist automatically when the non-Developer 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 Owners.

**ARTICLE XIV  
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 Section 2 hereof. The affairs of the Association shall be governed by the Board of Directors, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

**Section 2. Election of Directors.**

**A. First Board of Directors.** The first Board of Directors shall be comprised 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 Owners to the Board. Immediately prior to the appointment of the first non-developer Owner to the Board, the Board shall be increased in size from 3 persons to 5 persons. Thereafter, elections for non-Developer Owner Directors shall be held as provided in subsections (B) and (C) below.

**B. Appointment of Non-Developer Owners to Board Prior to First Annual Meeting.** Not later than 120 days after conveyance of legal or equitable title to non-Developer Owners of 25% of the Units, 1 of the 5 Directors shall be selected by non-Developer Owners. Not later than 120 days after conveyance of legal or equitable title to non-Developer Owners of 50% of the Units, the non-Developer Owners shall elect 2 of the 5 Directors. When the required number of conveyances has been reached, the Developer shall notify the non-Developer Owners and request that they hold a meeting and elect the required Director or Directors, as the case may be. Upon certification by the 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.**

(1) Not later than 120 days after conveyance of legal or equitable title to non-Developer Owners of 75% of the Units, the non-Developer 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 he owns at least one (1) of the Units in the Project. Whenever the required conveyance level is achieved, a meeting of Owners shall be promptly

convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(2) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-Developer Owner of a Unit in the Project, the non-Developer 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 (1). Application of this subsection does not require a change in the size of the Board of Directors.

(3) If the calculation of the percentage of members of the Board of Directors that the non-Developer Owners have the right to elect under subsection (2), 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 Owners under subsection (B) results in a right of non-Developer 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 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 Director as provided in subsection (1).

(4) 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.

(5) Once the non-Developer Owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article XII, 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 Condominium 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 Owners.

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

A. To enforce the provisions of all Condominium Documents including the Restrictions contained in Article III of these Bylaws.

B. To manage and administer the affairs of and to maintain the Condominium Project, the Common Elements and the Common Improvements.

C. To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

D. To carry insurance and collect and allocate the proceeds thereof.

E. To rebuild General Common Elements and Common Improvements after casualty.

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

G. 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.



H. To sign petitions for, and to act on behalf of, all condominium Condominium Co-owners in all statutory proceedings regarding special assessment improvements of roads.

I. To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall be approved by affirmative vote of two-thirds (2/3) of all of the members of the Association and two-thirds (2/3) of all First Mortgagees (a mortgagee shall have one vote for each mortgage held).

J. To make rules and regulations in accordance with Article III, Section 40 of these Bylaws.

K. To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of enforcement and 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.

L. To commence, prosecute and defend actions and proceedings on behalf of the Association.

**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. By employing a management agent, however, the Board shall in no way be deemed to have relinquished or be released from any of its powers and responsibilities imposed by the Condominium Documents. In the event the Board employs a professional management agent for the Association, the Board shall secure the written approval of a majority of the First Mortgagees (a First Mortgagee shall have one (1) vote for each first mortgage held) in the Project prior to terminating such professional management agent (or any successor thereto) and assuming self-management. Any management contract between the Association and any affiliate of the Developer is voidable on the Transitional Control Date or within ninety (90) days thereafter, and on thirty (30) days notice at any time thereafter for cause. In addition, to the extent that any management contract extends beyond one year after the Transitional Control Date, any part of the term in excess of such one (1) year period may be voided by notice to the management agent at least thirty (30) days prior to the expiration of the one (1) year period.

**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 members of the Association. Vacancies among non-Developer Owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-Developer 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 of all of the 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 50% requirement set forth in Article XI, Section 4. Any Director whose removal has been proposed by the Owners 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 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. Quorum.** 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 XV 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 or she shall preside at all meetings of the Association and of the Board of Directors. He or she 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 or her 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 or her 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 or she shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he or she shall, in general, perform all duties incident to the office of the Secretary.

**D. Treasurer.** The Treasurer shall have responsibility for the Association's 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 or she 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 XVI  
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 XVII  
FINANCE**

**Section 1. Records.** The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and Common Improvements and any other expenses incurred by or on behalf of the Association and the Owners. Such accounts and all other Association records shall be open for inspection by the Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each 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 reviewed annually by qualified independent auditors. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such review 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 Board of 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 and may also be invested in interest-bearing obligations of the United States Government.

**ARTICLE XVIII  
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and

amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal, 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 as otherwise prohibited by law; 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 Association (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 right to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Association shall notify all Owners thereof. Further, the Association 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 XIX 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 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 Owners at any regular annual meeting or a special-meeting called for such purpose by an affirmative vote of not less than two-thirds of all 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 two-thirds of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held.

**Section 4. By Developer.** Prior to the end of the Sales and Development Period, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially diminish the right of an 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 Oakland 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 XX COMPLIANCE**

The Association and all present or future Owners, tenants, future tenants, or any other persons acquiring an interest in or using 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 XXI 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. Whenever any reference 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.

## **ARTICLE XXII REMEDIES FOR DEFAULT**

Any default by an Owner shall entitle the Association or another Owner or 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 Owner or Owners.

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

determined by the court, but in no event shall any Owner committing the default be entitled to recover such attorney's 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 upon any Unit (but not inside any residence), where reasonably necessary, and summarily remove and abate, at the expense of the 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 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 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 XXIII thereof.

**Section 5. Non-waiver of Right.** The failure of the Association or of any Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such 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 Owner or 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.** The Developer or a 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. An Owner may maintain an action against any other Owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

In the event that the Association shall at any time fail to carry out its responsibilities in regard to operate, maintain, repair, and manage the General Common Elements on the Condominium Premises, or the Common Improvements as described in Article V, Section 1 A, B, E and F, and/or in the event of a failure to preserve or maintain such area or improvements in reasonable order and condition, and/or in the event that the Association does not enforce the provisions contained in Article 3, Section 40 of the Bylaws pertaining to wetland and natural feature setback areas, the Township may serve written notice upon the Association setting forth the deficiencies



in maintenance and/or preservation. The notice shall also set forth any demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of a hearing before the Township Board, or such other board, body or official delegated by the Township Board, for the purpose of allowing the Association to be heard as to why the Township should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the Township Board, or the other board, body or official designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the Township shall thereupon have the power and authority, but not the obligation, to enter upon the property, or cause its agents or contractors to enter upon the property, and perform such maintenance and/or preservation as reasonably found by the Township to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the Township and reasonable legal fees incurred by the Township; plus an administrative fee in the amount of 25% of the total of the costs and expenses incurred, shall be paid by the Association, and such an amount shall constitute a lien on an equal pro-rata basis as to all of the residential Units on the Condominium Premises. The Township may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Association, all unpaid amounts may be placed on the delinquent tax roll of the Township, pro-rata, as to each Unit, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the Township, such costs and expenses may be collected by suit initiated against the Association, and, in the event the Township substantially prevails in such suit, the Association shall pay all court costs and reasonable attorney fees incurred by the Township in connection with such suit.

### ARTICLE XXIII ASSESSMENT OF FINES

**Section 1. General.** The violation by any Owner, occupant or guest of any 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 Owner. Such 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 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 the 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 Owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Owner at the address as shown in the notice required to be filed with the Association pursuant to Article XI, Section 3 of the Bylaws.

**B. Opportunity to Defend.** The offending Owner shall have an opportunity to appear before the Board and offer 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 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 Owner before the Board and presentation of evidence of defense, or, in the event of the 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 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 Dollars (\$25.00) fine.

**C. Third Violation.** Fifty Dollars (\$50.00) fine.

**D. Fourth Violation and Subsequent Violations.** One Hundred Dollars (\$100.00) fine.

**Section 4. Collection.** The fines levied pursuant to Section 3 above shall be assessed against the Owner and shall be due and payable on the first of the next following month. Failure to pay the fine will subject the Owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article XXII of the Bylaws.

**ARTICLE XXIV  
ASSIGNMENT OF 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 Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Sales and Development Period. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination of architectural review rights set forth in Article II hereof or any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

**ARTICLE XXV  
SEVERABILITY**

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

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

OAKLAND COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 1031  
EXHIBIT B TO THE MASTER DEED OF  
"ORCHARD RIDGE"

A SITE CONDOMINIUM  
PART OF THE E 1/4 OF SEC 32, T4N, R11E,  
OAKLAND TWP., OAKLAND CO., MICHIGAN

ENGINEER:

DEVELOPER:

BUCKERFIELD ENGINEERING  
621 WEST UNIVERSITY DRIVE  
ROCHESTER, MICHIGAN 48307

KAY BUILDING & DEVELOPMENT, L.L.C.  
57 KAY INDUSTRIAL DRIVE  
LAKE ORION, MICHIGAN 48361

DESCRIPTION OF CONDOMINIUM

LAND IN THE TOWNSHIP OF OAKLAND, OAKLAND COUNTY, MICHIGAN, PART  
OF THE EAST 1/2 OF SECTION 32, T.4N., R.11E., DESCRIBED AS  
FOLLOWS:

COMMENCING AT THE NORTH-EAST CORNER OF SAID SECTION 32:

THENCE S87°51'15"W, ALONG THE NORTH LINE OF SAID SECTION 32,  
60.00 FEET;

THENCE S02°08'29"E, 60.00 FEET ALONG THE WEST LINE OF "DEER CREEK  
ESTATES", AN OAKLAND COUNTY CONDOMINIUM PLAN RECORDED IN LIBER  
10448, PAGE 834, OAKLAND COUNTY RECORDS, TO THE POINT OF  
BEGINNING OF THIS DESCRIPTION;

THENCE ALONG SAID WEST LINE OF "DEER CREEK ESTATES", THE  
FOLLOWING THREE COURSES, TO WIT:

S02°08'29"E, 320.00 FEET AND

S18°55'25"E, 196.46 FEET, TO THE EAST LINE OF SAID SECTION 32;  
AND

S02°08'29"E, ALONG SAID SECTION LINE, 1900.00 FEET TO THE EAST  
1/4 CORNER OF SAID SECTION 32 AND THE SOUTH-WEST CORNER OF SAID  
"DEER CREEK ESTATES";

THENCE S11°56'50"E, 1046.51 FEET;

THENCE N89°16'08"W, 1079.19 FEET;

THENCE N08°52'39"W, 1051.16 FEET;

THENCE N88°37'29"W, 281.03 FEET;

THENCE N03°34'45"W, 2323.65 FEET TO THE SOUTHERLY RIGHT-OF-WAY  
LINE OF SILVER BELL ROAD;

THENCE N87°51'15"E, ALONG SAID LINE, 1302.51 FEET TO THE POINT

DRAWING INDEX

1. COVER SHEET
2. SURVEY PLAN
3. SITE PLAN UNIT DIMENSIONS (NORTH)
4. SITE PLAN UNIT DIMENSIONS (SOUTH)
5. SITE PLAN EASEMENTS (NORTH)
6. SITE PLAN EASEMENTS (SOUTH)
7. SITE PLAN UNIT COORDINATES AND AREAS
8. SITE PLAN LIMITED & GENERAL COMMON ELEMENTS (NORTH)
9. SITE PLAN LIMITED & GENERAL COMMON ELEMENTS (SOUTH)
10. UTILITY PLAN (NORTH)
11. UTILITY PLAN (SOUTH)
12. BUILDING SETBACKS (NORTH)
13. BUILDING SETBACKS (SOUTH)

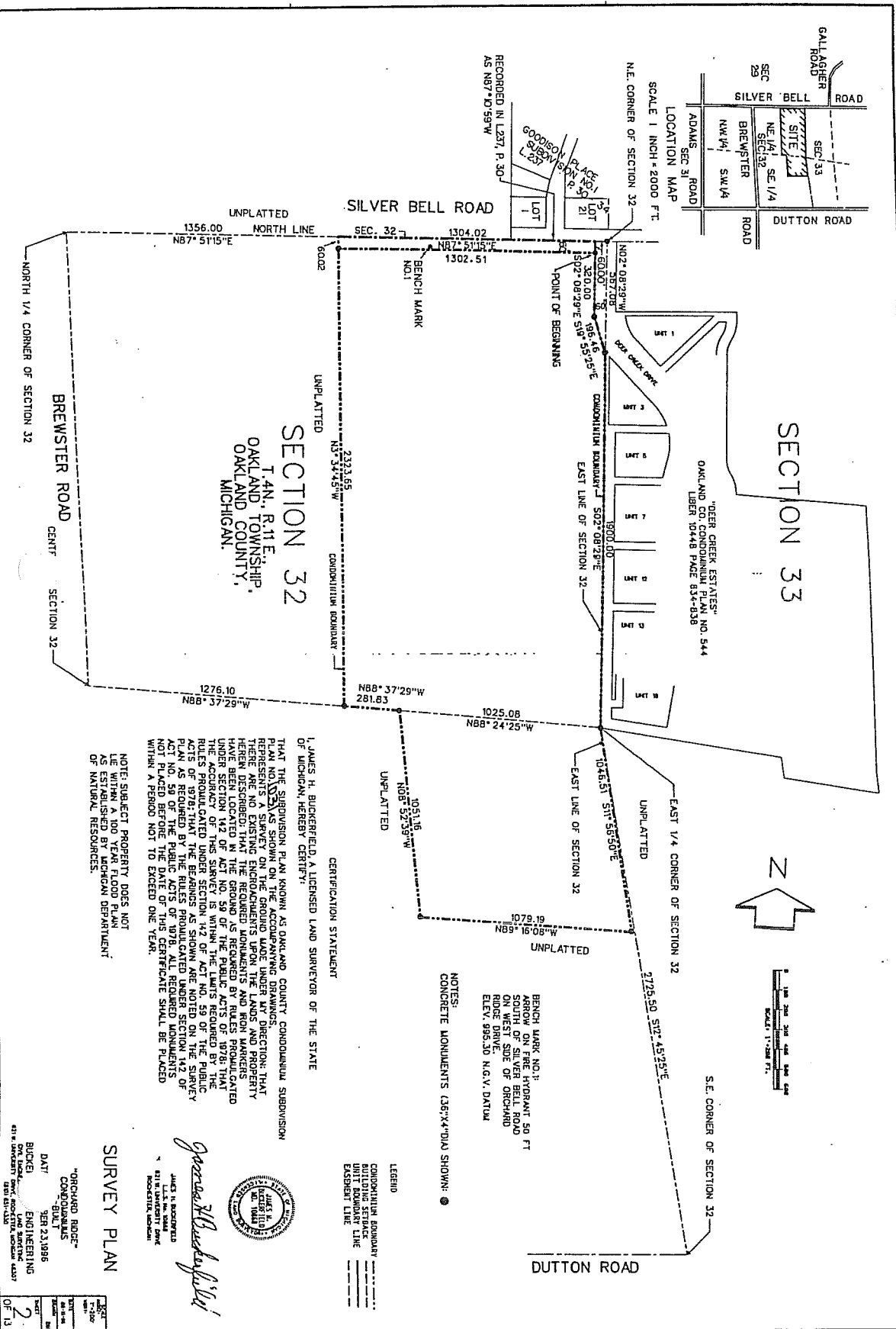


*James H. Buckerfield*  
JAMES H. BUCKERFIELD  
621 W. UNIVERSITY DRIVE  
ROCHESTER, MICHIGAN

COVER SHEET

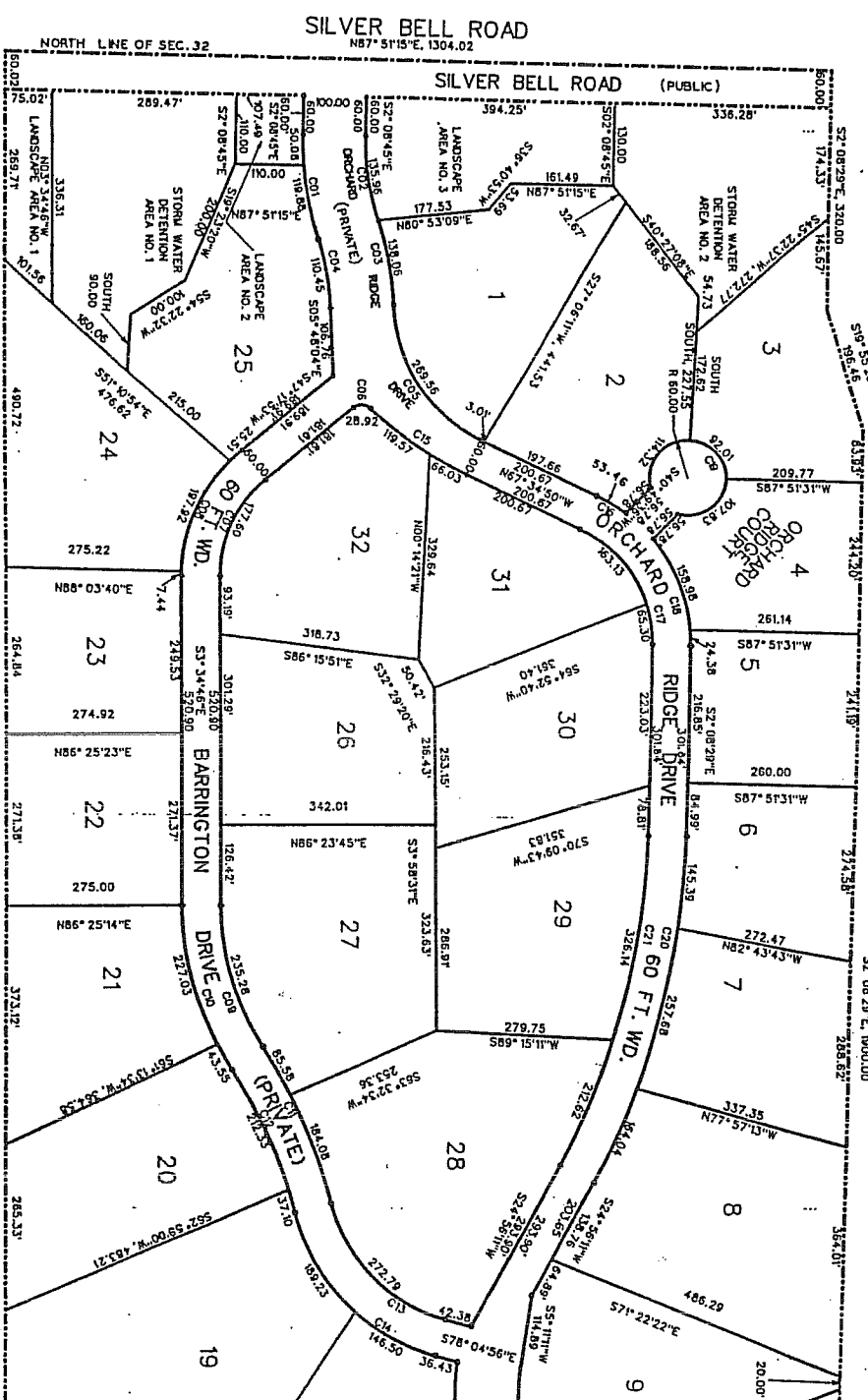
DATE: APR 23, 1988  
BUCKERFIELD ENGINEERING  
OAK ENGINEERING LTD SURVEYING

NO.	DATE	BY	REVISION
1			



NO.	RADIUS	ARC	DELTA	CHORD	NO.	RADIUS	ARC	DELTA	CHORD
C01	500.00	169.36	19°28'32"	511.53	C16	500.00	169.36	19°28'32"	511.53
C02	400.00	135.96	14°42'32"	391.53	C17	400.00	135.96	14°42'32"	391.53
C03	300.00	102.45	10°54'32"	291.53	C18	300.00	102.45	10°54'32"	291.53
C04	200.00	68.96	7°10'32"	191.53	C19	200.00	68.96	7°10'32"	191.53
C05	100.00	34.48	3°35'16"	95.77	C20	100.00	34.48	3°35'16"	95.77
C06	20.00	28.32	82°50'43"	588.43	C21	20.00	28.32	82°50'43"	588.43
C07	200.00	171.60	50°52'38"	521.51	C22	200.00	171.60	50°52'38"	521.51

CURVE TABLE



MATCH LINE

0 50 100 150 200  
SCALE: 1"=40 FT.



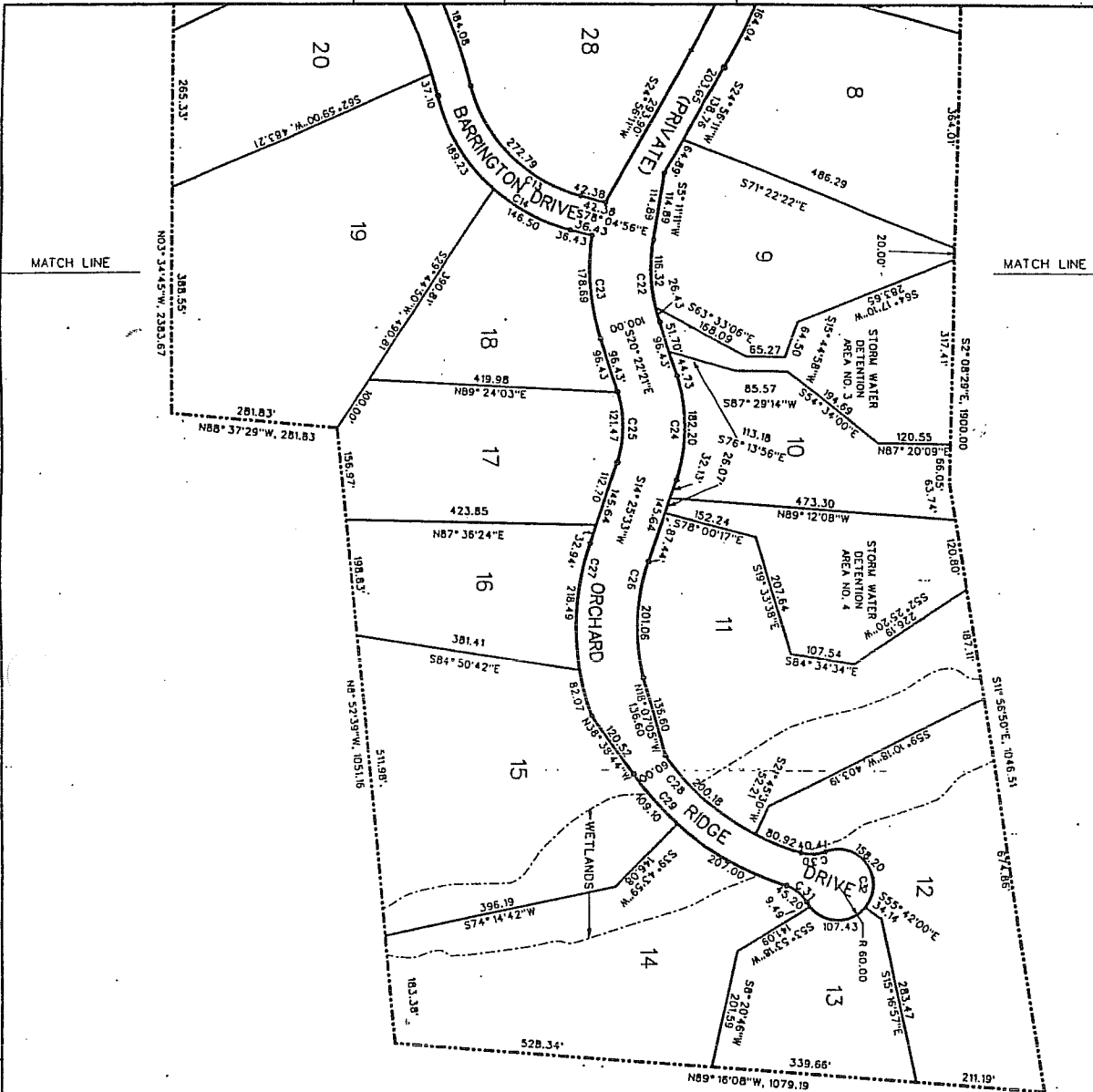
LEGEND  
CONTRIBUTOR BOUNDARY  
UNIT BOUNDARY LINE  
EASEMENT LINE  
NOTE:  
SEE SHEET 4  
FOR CURVE TABLE



*James H. Buckfield*  
Surveyor  
No. 10442

SITE PLAN  
UNIT DIMENSIONS  
(NORTH)

DATED 1/23/06  
BY JHB  
CHECKED BY JHB  
APPROVED BY JHB  
REVISIONS  
1. 1/23/06  
2. 1/23/06  
3. 1/23/06



LEGEND

CONTOUR BOUNDARY ---

BUILDING SETBACK LINE ---

EXISTING LINE ---

ESSENTIAL LINE ---

SCALE 1" = 80 FT

0 50 100 150 200

UNIT DIMENSIONS

ORCHARD RIDGE (SOUTH)

CONDOMINIUMS

DATE: OCTOBER 21, 1996

PROJECT: CIVIL ENGINEERING

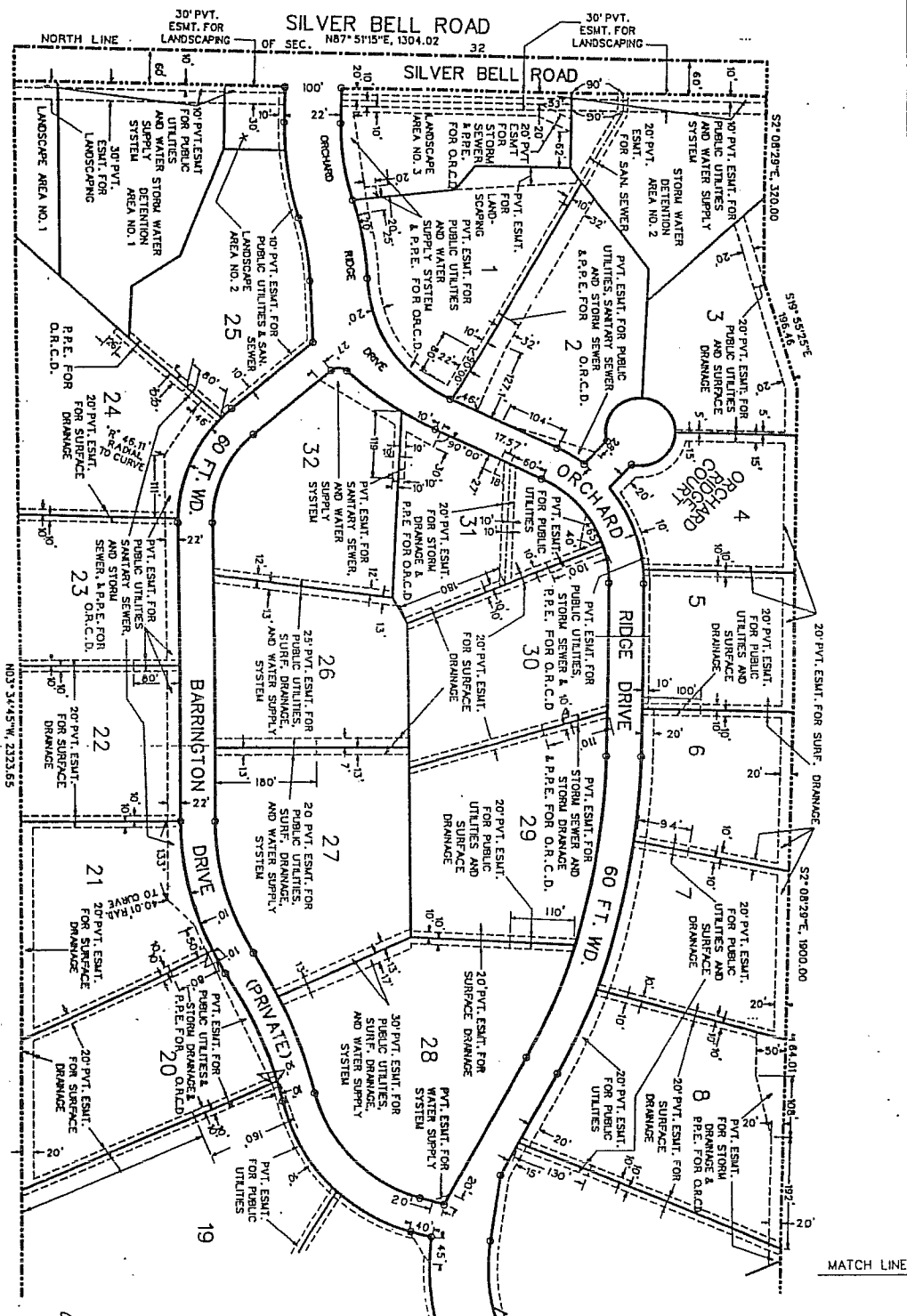
DESIGNER: JAMES H. BUCKLEY, INC.

2110 UNIVERSITY AVE. S.W.

ALBUQUERQUE, NM 87102

4

NO.	RADIUS	ARC	DELT	CHORD	BRC.	CHORD
C01	500.00	169.96	19.28	32.7	511.53	0.1 E
C02	400.00	135.96	19.28	32.7	511.53	0.1 E
C03	400.00	135.96	19.28	32.7	511.53	0.1 E
C04	400.00	135.96	19.28	32.7	511.53	0.1 E
C05	400.00	135.96	19.28	32.7	511.53	0.1 E
C06	200.00	269.96	38.56	65.4	511.53	0.1 E
C07	200.00	269.96	38.56	65.4	511.53	0.1 E
C08	200.00	269.96	38.56	65.4	511.53	0.1 E
C09	400.00	269.96	38.56	65.4	511.53	0.1 E
C10	400.00	269.96	38.56	65.4	511.53	0.1 E
C11	400.00	269.96	38.56	65.4	511.53	0.1 E
C12	400.00	269.96	38.56	65.4	511.53	0.1 E
C13	400.00	269.96	38.56	65.4	511.53	0.1 E
C14	400.00	269.96	38.56	65.4	511.53	0.1 E
C15	400.00	269.96	38.56	65.4	511.53	0.1 E
C16	400.00	269.96	38.56	65.4	511.53	0.1 E
C17	400.00	269.96	38.56	65.4	511.53	0.1 E
C18	400.00	269.96	38.56	65.4	511.53	0.1 E
C19	400.00	269.96	38.56	65.4	511.53	0.1 E
C20	400.00	269.96	38.56	65.4	511.53	0.1 E
C21	400.00	269.96	38.56	65.4	511.53	0.1 E
C22	400.00	269.96	38.56	65.4	511.53	0.1 E
C23	400.00	269.96	38.56	65.4	511.53	0.1 E
C24	400.00	269.96	38.56	65.4	511.53	0.1 E
C25	400.00	269.96	38.56	65.4	511.53	0.1 E
C26	400.00	269.96	38.56	65.4	511.53	0.1 E
C27	400.00	269.96	38.56	65.4	511.53	0.1 E
C28	400.00	269.96	38.56	65.4	511.53	0.1 E
C29	400.00	269.96	38.56	65.4	511.53	0.1 E
C30	400.00	269.96	38.56	65.4	511.53	0.1 E
C31	400.00	269.96	38.56	65.4	511.53	0.1 E
C32	400.00	269.96	38.56	65.4	511.53	0.1 E



NOTE: P.R.E. FOR O.R.C.D. DENOTES PERMANENT PRIVATE EASEMENT (COUNTY) DRAIN

NOTE: ALL ROADS IN THIS CONDOMINIUM ARE ALSO PRIVATE. EASEMENTS FOR WATER SUPPLY, SANITARY SEWER, THE ORCHARD RIDGE (COUNTY) DRAIN, AND PUBLIC UTILITY SYSTEMS, AND INCHES AND EGRESS.

NOTE: STORM WATER DETENTION AREAS NO. 1, NO. 2, NO. 3, AND NO. 4 ARE A PERMANENT PRIVATE EASEMENT FOR THE ORCHARD RIDGE (COUNTY) DRAIN, AND

NOTE: PVT. ESMT. DENOTES PERMANENT PRIVATE EASEMENT

MATCH LINE

MATCH LINE

**SITE PLAN EASEMENTS (NORTH)**

ORCHARD RIDGE CONDOMINIUM

DATED OCTOBER 23, 1998

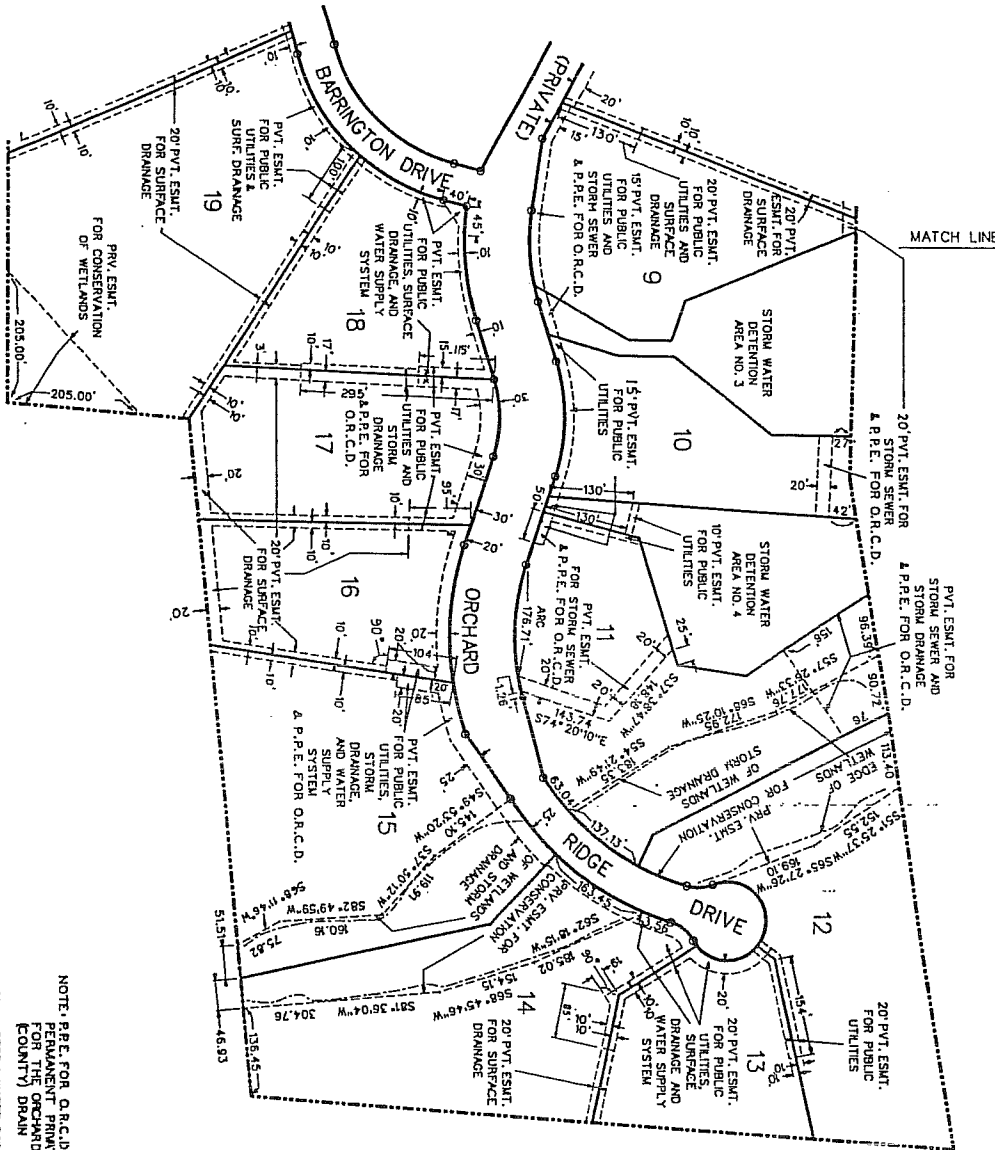
BLACK & WHITE ENGINEERING

3111 N. 11th St. Suite 100 Phoenix, AZ 85016



*James H. Black*





MATCH LINE

MATCH LINE

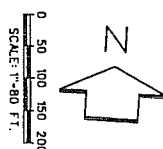
NOTE: P.V.T. ESMT. FOR O.R.C.D. DENOTES PERMANENT PRIVATE EASEMENT (COUNTY) DRAIN

NOTE: STORM WATER DETENTION AREAS NO. 1, NO. 2, NO. 3, AND NO. 4 ARE A PERMANENT PRIVATE EASEMENT FOR STORM WATER DETENTION, SURFACE DRAINAGE, AND THE ORCHARD RIDGE (COUNTY) DRAIN.

NOTE: ALL PLOTS IN THE CONDOMINIUM ARE ALSO PRIVATE EASEMENTS FOR WATER SUPPLY, SANITARY SEWER, THE ORCHARD RIDGE (COUNTY) DRAIN, AND PUBLIC UTILITY SYSTEMS, AND INGRESS AND EGRESS.

NOTE: P.V.T. ESMT. DENOTES PERMANENT PRIVATE EASEMENT

LEGEND  
CONDOMINIUM BOUNDARY  
STORM WATER DETENTION AREA  
PUBLIC UTILITY EASEMENT  
PRIVATE EASEMENT LINE



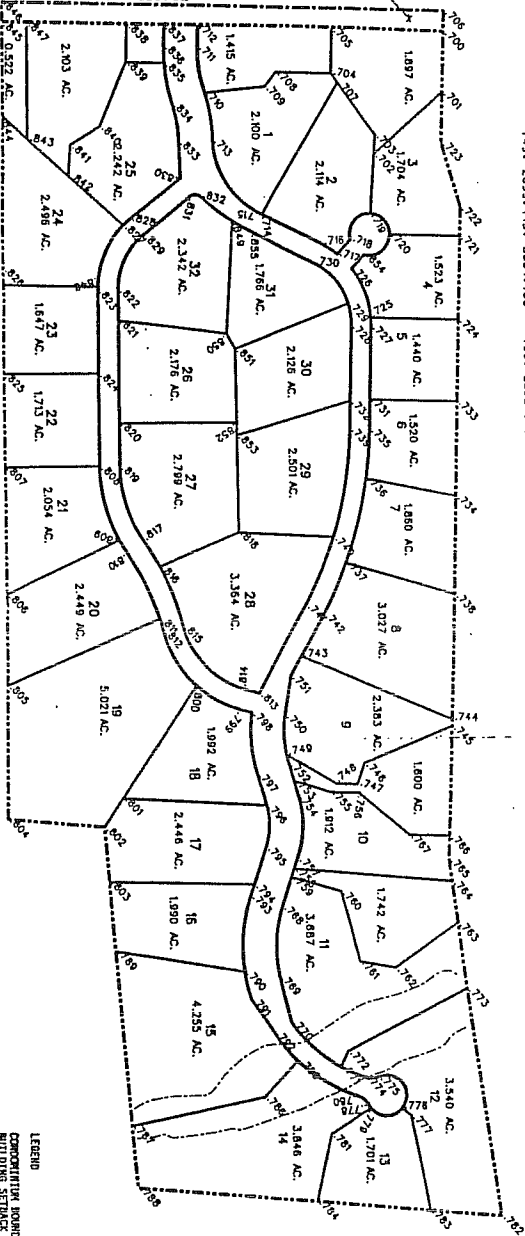
*James R. Boudreau*  
JAMES R. BOUDREAU  
L.L.B. & ASSOCIATES  
REGISTERED ENGINEER  
NO. 10410  
STATE OF MICHIGAN

**SITE PLAN  
EASEMENTS  
(SOUTH)**

DATE: 08/01/1998  
BY: JMB  
CHECKED: JMB  
APPROVED: JMB

# SILVER BELL ROAD

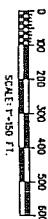
NORTH LINE OF SEC. 32



PNT	EAST	NORTH
700	3092.649	5667.231
701	3092.649	5667.231
702	3092.649	5667.231
703	3092.649	5667.231
704	3092.649	5667.231
705	3092.649	5667.231
706	3092.649	5667.231
707	3092.649	5667.231
708	3092.649	5667.231
709	3092.649	5667.231
710	3092.649	5667.231
711	3092.649	5667.231
712	3092.649	5667.231
713	3092.649	5667.231
714	3092.649	5667.231
715	3092.649	5667.231
716	3092.649	5667.231
717	3092.649	5667.231
718	3092.649	5667.231
719	3092.649	5667.231
720	3092.649	5667.231
721	3092.649	5667.231
722	3092.649	5667.231
723	3092.649	5667.231
724	3092.649	5667.231
725	3092.649	5667.231
726	3092.649	5667.231
727	3092.649	5667.231
728	3092.649	5667.231
729	3092.649	5667.231
730	3092.649	5667.231
731	3092.649	5667.231
732	3092.649	5667.231
733	3092.649	5667.231
734	3092.649	5667.231
735	3092.649	5667.231
736	3092.649	5667.231
737	3092.649	5667.231
738	3092.649	5667.231
739	3092.649	5667.231
740	3092.649	5667.231
741	3092.649	5667.231
742	3092.649	5667.231
743	3092.649	5667.231
744	3092.649	5667.231
745	3092.649	5667.231
746	3092.649	5667.231
747	3092.649	5667.231
748	3092.649	5667.231
749	3092.649	5667.231
750	3092.649	5667.231
751	3092.649	5667.231
752	3092.649	5667.231
753	3092.649	5667.231
754	3092.649	5667.231
755	3092.649	5667.231
756	3092.649	5667.231
757	3092.649	5667.231
758	3092.649	5667.231
759	3092.649	5667.231
760	3092.649	5667.231
761	3092.649	5667.231
762	3092.649	5667.231
763	3092.649	5667.231
764	3092.649	5667.231
765	3092.649	5667.231
766	3092.649	5667.231
767	3092.649	5667.231
768	3092.649	5667.231
769	3092.649	5667.231
770	3092.649	5667.231
771	3092.649	5667.231
772	3092.649	5667.231
773	3092.649	5667.231
774	3092.649	5667.231
775	3092.649	5667.231
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781	3092.649	5667.231
782	3092.649	5667.231
783	3092.649	5667.231
784	3092.649	5667.231
785	3092.649	5667.231
786	3092.649	5667.231
787	3092.649	5667.231
788	3092.649	5667.231
789	3092.649	5667.231
790	3092.649	5667.231
791	3092.649	5667.231
792	3092.649	5667.231
793	3092.649	5667.231
794	3092.649	5667.231
795	3092.649	5667.231
796	3092.649	5667.231
797	3092.649	5667.231
798	3092.649	5667.231
799	3092.649	5667.231
800	3092.649	5667.231

COORDINATE TABLE

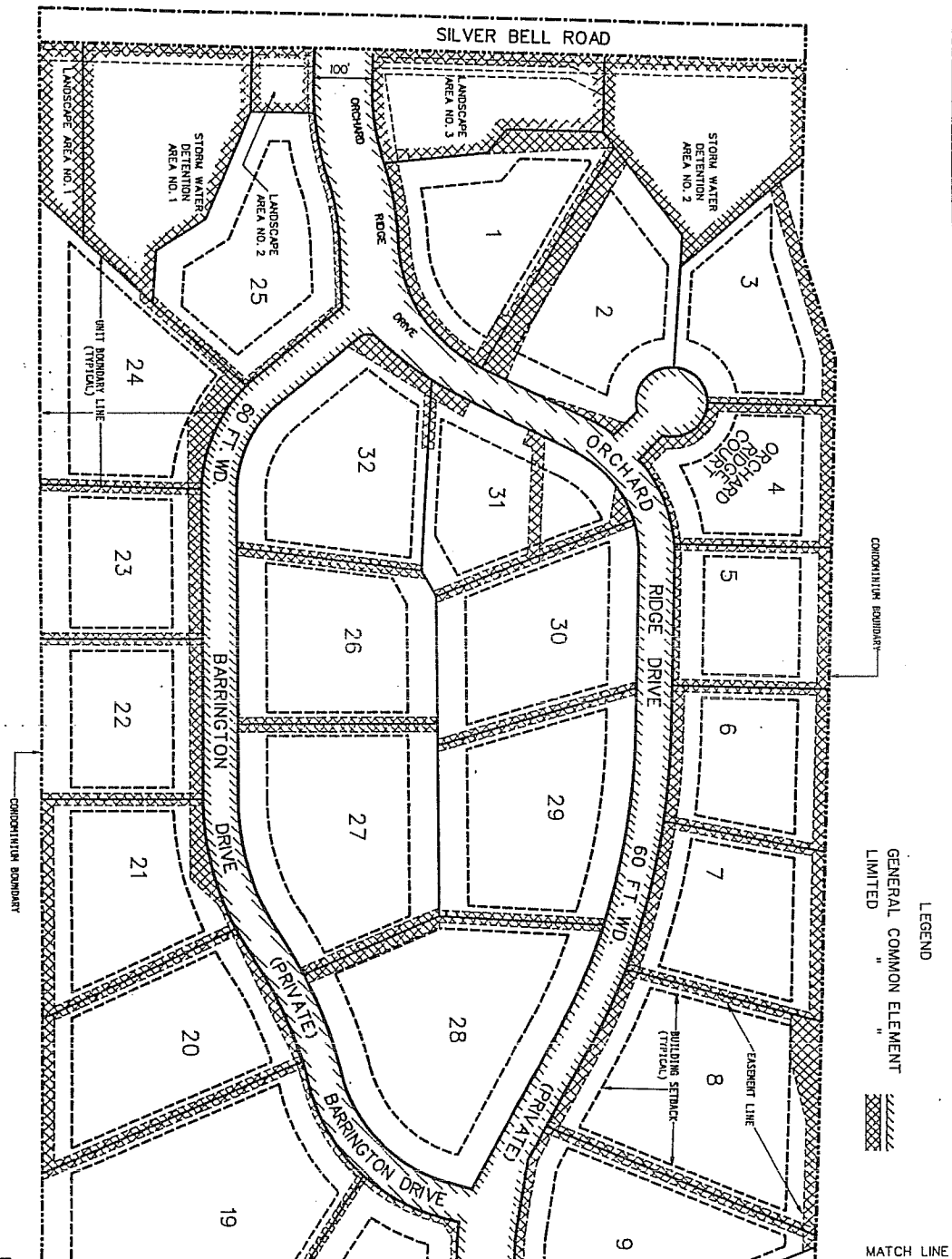
PNT	EAST	NORTH
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801	2457.687	4751.354
802	2457.687	4751.354
803	2457.687	4751.354
804	2457.687	4751.354
805	2457.687	4751.354
806	2457.687	4751.354
807	2457.687	4751.354
808	2457.687	4751.354
809	2457.687	4751.354
810	2457.687	4751.354
811	2457.687	4751.354
812	2457.687	4751.354
813	2457.687	4751.354
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815	2457.687	4751.354
816	2457.687	4751.354
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831	2457.687	4751.354
832	2457.687	4751.354
833	2457.687	4751.354
834	2457.687	4751.354
835	2457.687	4751.354
836	2457.687	4751.354
837	2457.687	4751.354
838	2457.687	4751.354
839	2457.687	4751.354
840	2457.687	4751.354
841	2457.687	4751.354
842	2457.687	4751.354
843	2457.687	4751.354
844	2457.687	4751.354
845	2457.687	4751.354
846	2457.687	4751.354
847	2457.687	4751.354
848	2457.687	4751.354
849	2457.687	4751.354
850	2457.687	4751.354




*James H. Burdick*  
JAMES H. BURDICK  
REGISTERED PROFESSIONAL ENGINEER  
STATE OF CALIFORNIA  
NO. 10844

**SITE PLAN  
COORDINATES  
AND AREAS**

LEGEND  
CONCENTRIC BOUNDARY  
BUILDING SETBACK  
UNIT BOUNDARY LINE  
EXISTENT LINE  
DATE: OCTOBER 23, 1996  
BY: JHB  
CHECKED: D. ENGINEERING  
SCALE: 1\"/>



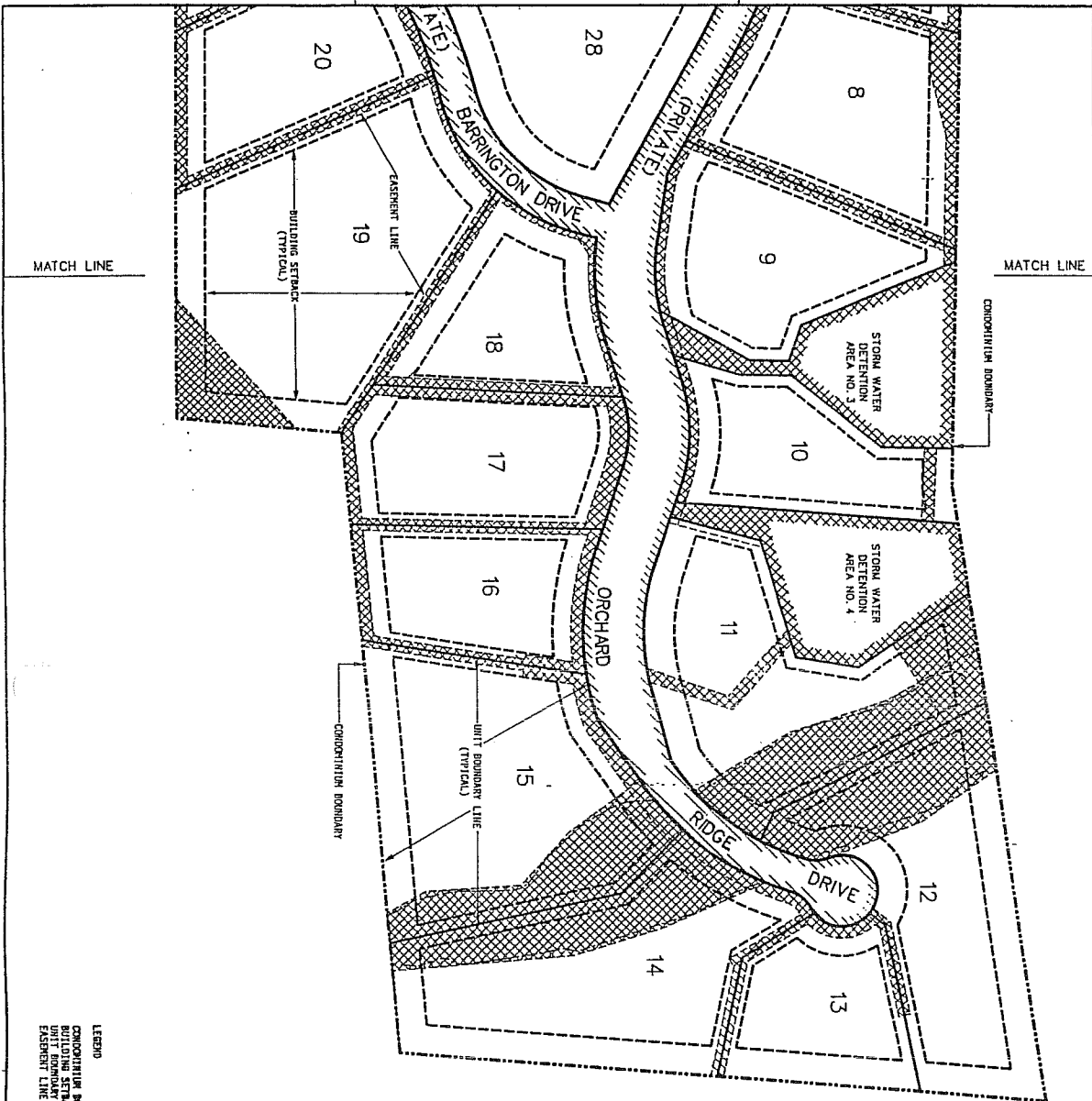
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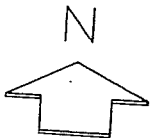
James H. Bucknall

# SITE PLAN LIMITED & GENERAL COMMON ELEMENTS

"ORCHARD RIDGE"  
CONDOMINIUMS  
A5-BUILD  
DATED:OCTOBER 23,1996  
BUCKNER  
DR. DECK  
421 W. UNIVERSITY  
ENGINEERING  
NO SURVEYING  
JEN, JACOBSON 44207  
410



LEGEND  
GENERAL COMMON ELEMENT  
LIMITED

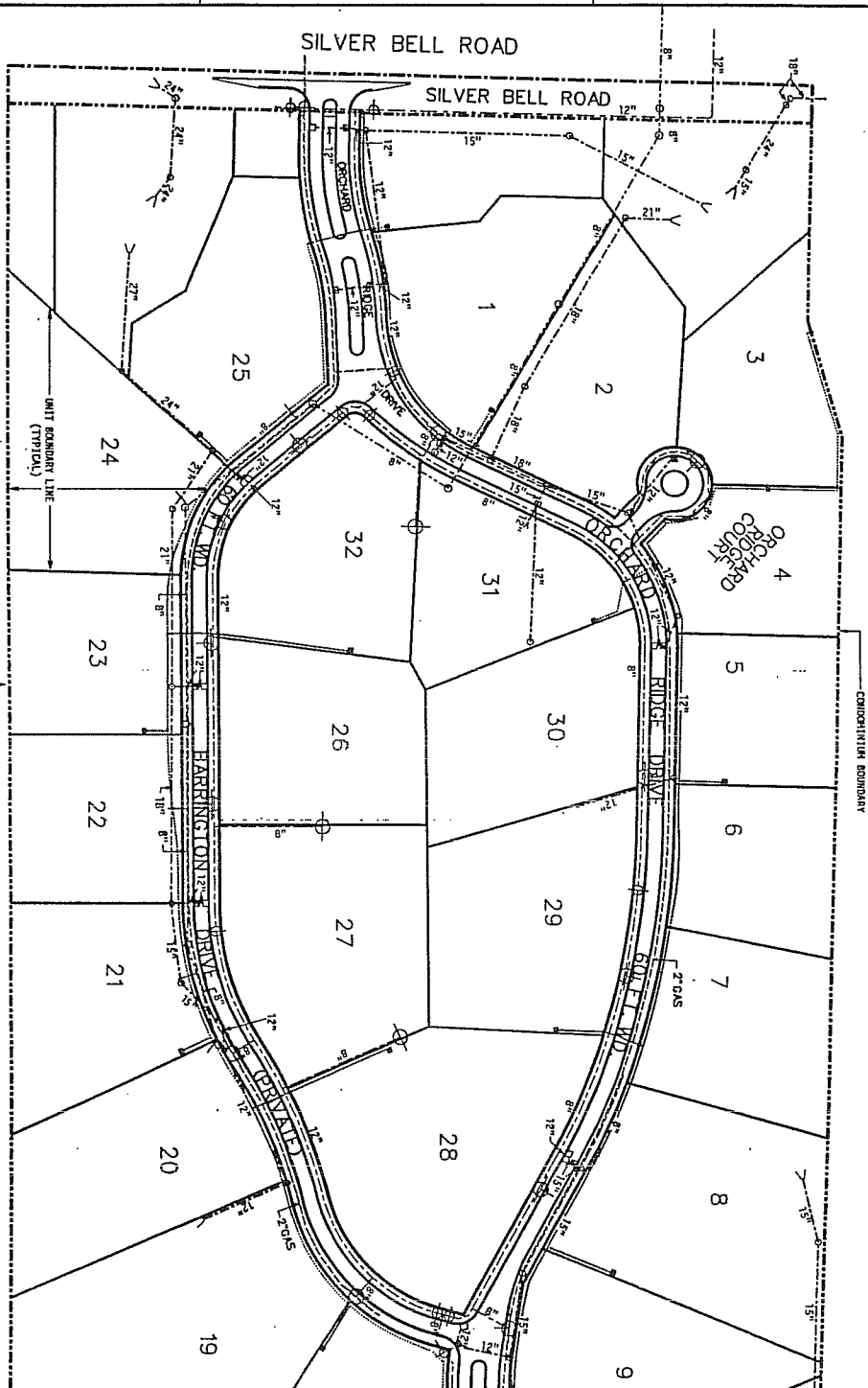


*James H. Buehler*  
JAMES H. BUEHLER  
211 S. LAMAR AVENUE  
ROCKFORD, ILLINOIS 61101

SITE PLAN  
LIMITED & GENERAL  
COMMON ELEMENTS

LEGEND  
CONDOMINIUM BOUNDARY  
BUILDING SETBACK  
UNIT BOUNDARY LINE  
CASPIENT LINE

"ORCHARD RIDGE"  
CONDOMINIUMS  
DATE: OCTOBER 23, 1996  
DRAWN BY: JHB  
CHECKED BY: JHB  
ENGINEERING  
211 S. LAMAR AVENUE  
ROCKFORD, ILLINOIS 61101



LEGEND  
 CONDOMINIUM BOUNDARY  
 UNIT BOUNDARY LINE  
 EASEMENT LINE

MATCH LINE

MATCH LINE

0 50 100 150 200  
 SCALE: 1" = 40 FT.

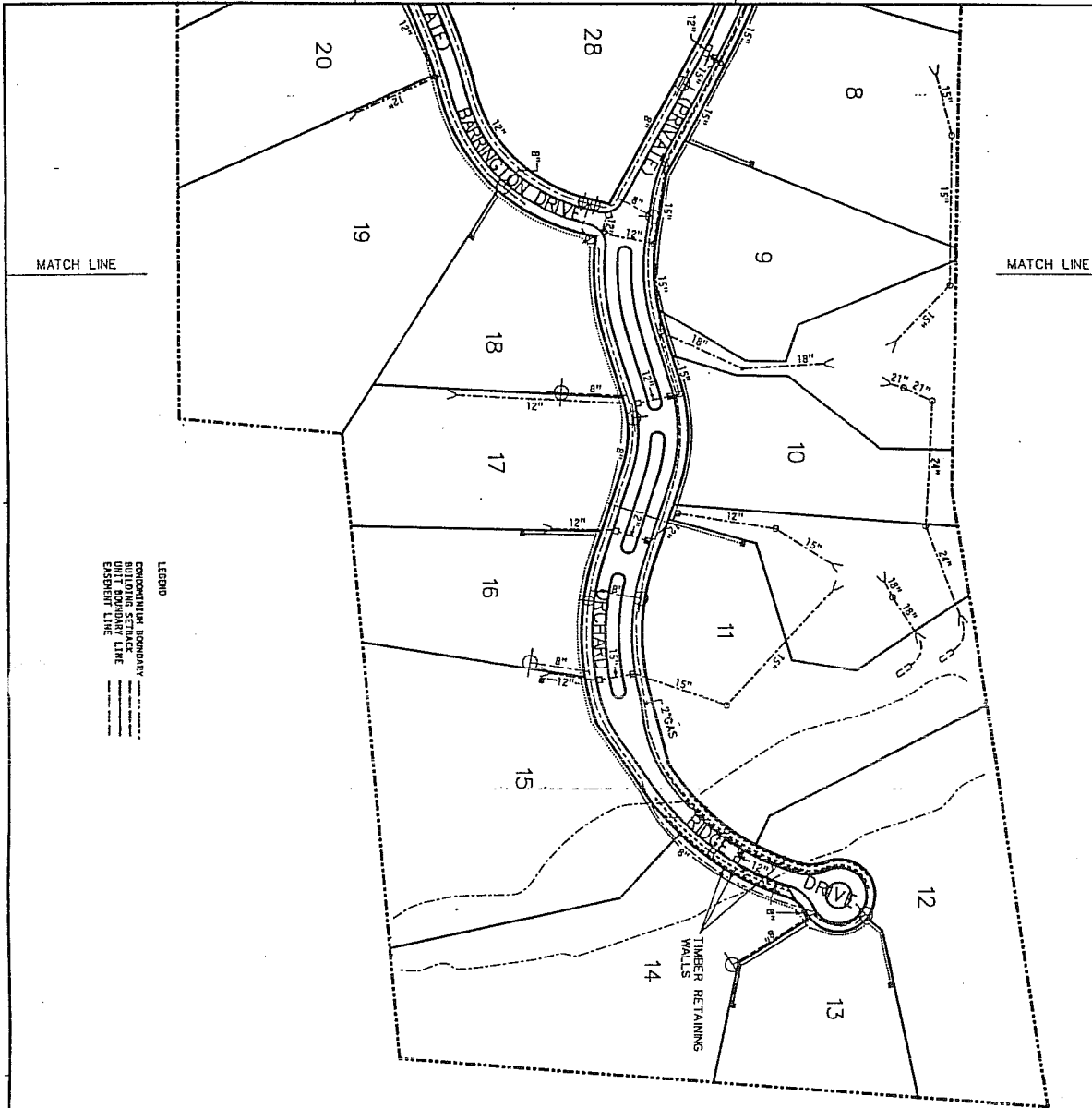


LEGEND  
 SANITARY SEWER  
 6" SANITARY LEAD  
 8" SANITARY  
 WATER SERVICE  
 WATER MAIN  
 STORM SEWER MANHOLE  
 STORM SEWER CATCH BASIN  
 STORM SEWER NILET  
 STORM SEWER END SECTION  
 SANITARY SEWER MANHOLE  
 WATER MAIN GATE VALVE  
 FIRE HYDRANT  
 GAS  
 ELECTRIC & TELEPHONE  
 ELECTRIC TRANSFORMER  
 UTILITY PLAN NOTES  
 1. THE WATER, SANITARY SEWER, AND STORM SEWER UTILITIES ARE AS BUILT.  
 2. TRUNK LINES FOR ELECTRIC SERVICE, GAS SERVICE, AND TELEPHONE SERVICE ARE AS BUILT.  
 3. INDIVIDUAL SANITARY SEWER, GAS SERVICE, ELECTRIC SERVICE, AND TELEPHONE SERVICE FOR EACH UNIT MUST BE BUILT.  
 4. SOURCE OF LOCATION FOR WATER AND SEWER SERVICE ADJUSTED TO MEET ENGINEERING CONSTRUCTION PLANS.  
 5. LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, & 32 HAVE SEPTIC TANK DISPOSAL SYSTEMS

UTILITY PLAN  
 (NORTH)

"ORCHARD RIDGE"  
 CONDOMINIUMS  
 DATED: OCTOBER 23, 1996  
 BY: JAMES H. BUCKNER, JR.  
 ENGINEER  
 10 OF 13

*James H. Buckner, Jr.*  
 JAMES H. BUCKNER, JR.  
 U.S. MA. 0044  
 REGISTERED PROFESSIONAL ENGINEER  
 NO. 10848



LEGEND  
 CONDOMINIUM BOUNDARY  
 BUILDING SETBACK  
 UNIT BOUNDARY LINE  
 EASEMENT LINE

MATCH LINE

MATCH LINE

0 50 100 150 200  
 SCALE: 1"=80 FT.



- LEGEND
- SANITARY SEWER
  - 6" SANITARY LEAD
  - STORM SEWER
  - WATER MAIN
  - WATER SERVICE
  - STORM SEWER MANHOLE
  - STORM SEWER CATCH BASIN
  - STORM SEWER INLET
  - STORM SEWER END SECTION
  - SANITARY SEWER MANHOLE
  - WATER MAIN GATE VALVE
  - FIRE HYDRANT
  - C/S
  - ELECT & TELEPHONE
  - ELECTRIC TRANSFORMER

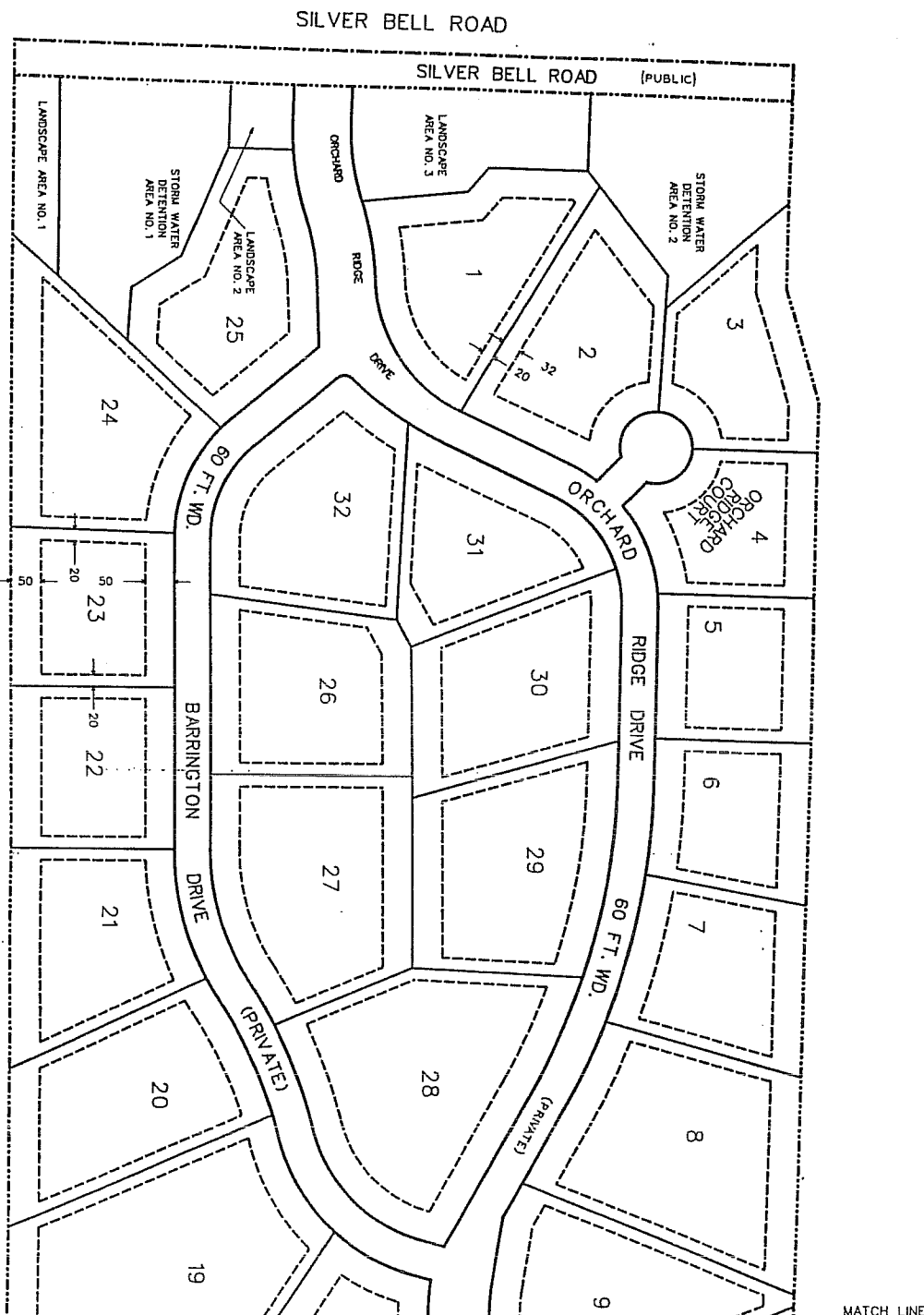
- UTILITY PLAN NOTES
1. THE WATER, SANITARY SEWER AND STORM SEWER UTILITIES ARE AS BUILT.
  2. TRUNK LINES FOR ELECTRIC SERVICE AND C/S, BIL, AND TELEPHONE SERVICE ARE AS BUILT.
  3. ROUNDOUT SANITARY SEWER, C/S AND STORM SEWER SERVICE FOR EACH UNIT MUST BE BUILT.
  4. SOURCE OF LOCATION FOR WATER AND SEWER LINES: BUCKERFIELD ENGINEERING CONSTRUCTION PLANS.
  5. UNITS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 MUST BE SERVED BY ON-SITE SEPTIC TANK DISPOSAL SYSTEMS.




*James H. Buckerfield*  
 JAMES H. BUCKERFIELD  
 U.S. No. 10844  
 PROFESSIONAL ENGINEER  
 STATE OF ILLINOIS

UTILITY PLAN  
 (SOUTH)

ORCHARD RIDGE  
 CONDOMINIUMS  
 DATED: OCTOBER 23, 1996  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 11 OF 13



N



**NOTE:**

AVAILABLE BUILDING AREAS ARE LIMITED BY BUILDING SETBACKS (SHOWN), EASEMENTS (NOT SHOWN), AND LOCAL ORDINANCES (NOT SHOWN).

LEGEND

CONDOMINIUM BOUNDARY  
BUILDING SETBACK  
UNIT BOUNDARY LINE  
EASEMENT LINE



DAVID H. BUCKENFIELD  
L.L.B. No. 10840  
821 W. UNIVERSITY DRW  
ROCHESTER, MICHIGAN

James H. Bucknfield  
JAMES H. BUCKNFIELD

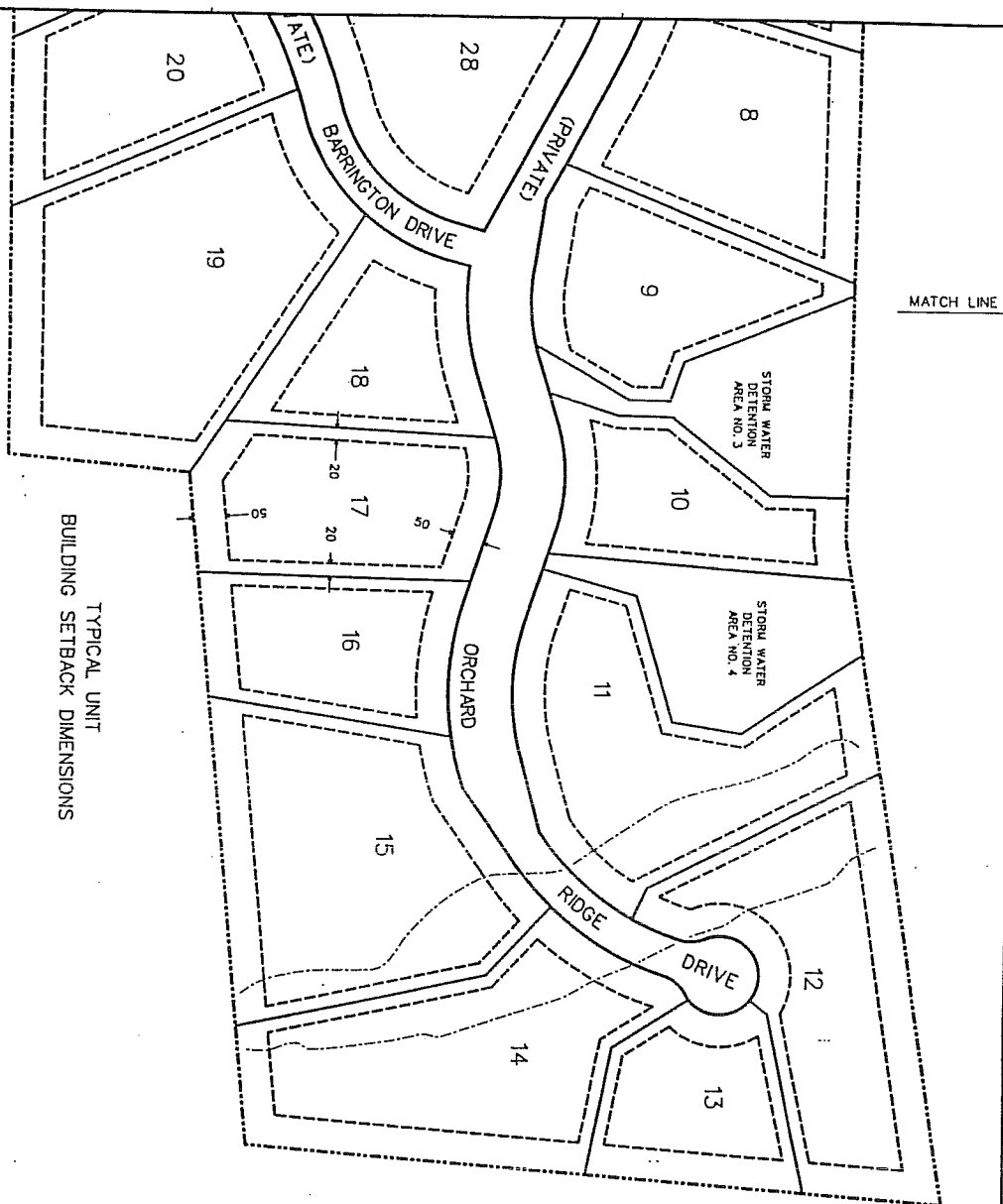
BUILDING SETBACKS  
(NORTH)

TYPICAL UNIT

MATCH LINE

"ORCHARD RIDGE"  
CONDOLETTES  
AS-F  
DATED: OCT 6 1996  
BUCKNER FIELD ENGINEERING  
DR. KENNETH L. AND SHARLINE  
621 W. UNIVERSITY DR., MOBILE, AL 36688-4820  
TEL: 661-4120

REF ID: A61111	12	13
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TYPICAL UNIT  
BUILDING SETBACK DIMENSIONS

MATCH LINE

MATCH LINE

0 50 100 150 200  
SCALE: 1"=80 FT.



**NOTE:**

AVAILABLE BUILDING AREAS ARE LIMITED BY BUILDING SETBACKS (SHOWN), EASEMENTS (NOT SHOWN), AND LOCAL ORDINANCES (NOT SHOWN).

LEGEND

CONDONING/INLUM BOUNDARY  
BUILDING SETBACK  
UNIT BOUNDARY LINE  
EASEMENT LINE



JAMES H. SUGARMAN  
L.I. No. 10044  
671 W. UNIVERSITY PARK  
ROCKSTEIN, MICHIGAN

James R. Buchanan

BUILDING SETBACKS  
(SOUTH)

ORCHARD RIDGE  
CONDOMINIUMS

AS-  
DATE: OCT 1 1966

BUCKERFIELD, JEFFREY

621 W. WASHINGTON ST., ROOM 1114, MOBILE 4820  
 (205) 431-1150

13



LIBER 17050PG781

## FIRST AMENDMENT TO THE

ORCHARD RIDGE  
MASTER DEED

\$ 13.00 MISCELLANEOUS RECORDING

\$ 2.00 REMONUMENTATION

12 MAR 97 9:57 A.M. RECEIPT# 60A  
PAID RECORDED - OAKLAND COUNTY  
LYNN D. ALLEN, CLERK/REGISTER OF DEEDS

THIS AMENDMENT is made and executed by Kay Building & Land Development, L.L.C., a Michigan limited liability company (the "Developer"), whose post office address is P.O. Box 1000, Lake Orion, Michigan 48361, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

WHEREAS, the Developer is the owner of all legal and equitable title to the following described property located in the Township of Oakland, Oakland County, Michigan, described as:

Part of the East ½ of Section 32, T. 4 N., R. 11 E., beginning at a point on the North line of said Section 32, located S 87°51'15" W, 60.00 ft. from the Northeast corner of said Section 32; thence S 02°08'29" E, 60.00 ft. along the West line of "Deer Creek Estates", an Oakland County Condominium Plan recorded in Liber 10448, page 834, Oakland County Records; thence along said West line of "Deer Creek Estates" the following three courses to wit: S 02°08'29" E, 320.00 ft., and S 19°55'25" E, 196.46 ft. To the East line of said Section 32, and S 02°08'29" E, along said Section line 1900.00 ft., to the East ¼ corner of said Section 32 and the Southwest corner of said "Deer Creek Estates"; thence S 11°56'50" E, 1046.51 ft.; thence N 89°16'08" W, 1079.19 ft.; thence N 08°52'39" W., 1051.16 ft.; thence N 88°37'29" W., 281.83 ft.; thence N 03°34'45" W, 2323.65 ft. to the Southerly right-of-way line of Silver Bell Road; thence N 87°51'15" E., along said line 1302.51 ft. To the point of beginning, and containing 96.591 acres, more or less.

Parcel Identification Nos.: 10-32-200-011-NE 1/4  
10-32-400-005-SE 1/4

Which property is hereinafter described as the "Condominium Premises"; and

WHEREAS, the Developer has caused the Master Deed for the Condominium Premises to be recorded January 27, 1997, in Liber 16938 of Deeds, pages 892 through 959, inclusive, Oakland County Records, being Oakland County Subdivision Plan No. 1031; and

WHEREAS, the Developer, in accordance with ARTICLE XI of the Master Deed, hereby amends the Master Deed, effective for all purposes from and after the date of recording hereof.

WITNESSETH:

I

Developer hereby amends ARTICLE V, Section 1.G. of the Master Deed by deleting the original provisions thereof and replacing them in their entirety with the following:

OK - G.K.

OK - T. SMITH

**G. Gatehouse.** The entrance gatehouse and associated improvements, including mailboxes if installed in one central location. Notwithstanding any other provision of this Master Deed or the By-Laws, the gatehouse shall only be used for the purpose of monitoring and/or securing the limited access to the Condominium Premises, and shall not be occupied or used in any way as a dwelling unit.

## II

Developer hereby amends ARTICLE IX of the Master Deed by deleting the original provisions thereof and replacing them in their entirety with the following:

### ARTICLE IX LIMITED ACCESS COMMUNITY

Orchard Ridge is a community in which vehicular access by road may be limited by means of an electronically controlled gate or manned gatehouse at the point of entry to the Condominium. If a gatehouse or electronic gates are installed, the maintenance, repair and replacement, but not the original construction cost, shall be an expense of the administration of the Condominium. The nature and extent of the gate and other limitations on access are not intended to necessarily be effective in precluding pedestrian access and there can be no assurance that unauthorized persons can be excluded from the Condominium Premises. The Developer reserves the right to allow sufficient access to the Condominium Premises during the Sales and Development Period as may be reasonable to enable the sale and development of the entire Project. If an electronically controlled gate or manned gatehouse is installed, there shall exist, for the benefit of any public authority having jurisdiction or any emergency service agency, perpetual easements for the use by municipal and/or emergency vehicles of the roadway in the Condominium for the purposes of ingress and egress to provide, without limitation, fire and police protection, utility services, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and the Owners thereof. The Association and/or the Owners shall ensure that adequate emergency access to the Condominium Premises will be continually available to the Township Fire Department through the gatehouse entrance. The Developer shall provide the Township Fire Department with the initial computer access code to open any gate or other barrier to access to the Condominium Premises. In the event the access code is changed, and in each such event, the Developer, the Association and/or the Owners (whichever party obtains the change in access code) shall immediately advise the Township Fire Department of the changed access code. The Developer, the Association and the Owners accept all risk of emergency vehicles and/or personnel not being able to gain access to the Condominium Premises due to the malfunction of the gate or other limitations on access, or the failure of the responsible party to notify the Township Fire Department of a change in the access code, or otherwise. The Developer, the Association and the Owners shall indemnify and hold harmless the Township, the Township Fire Department, all other government agencies providing emergency services, together with all of their officers, officials, employees, representatives and agents from any claim, causes of action, damages, losses, injuries or death which result from,

or are any way due to, the inability of emergency vehicles or personnel to gain entry or access to the Condominium Premises.

### III

Developer hereby amends ARTICLE II, Section 2, of the By-Laws attached as Exhibit A to the Master Deed, by deleting the original provisions thereof and replacing them in their entirety with the following:

**Section 2. Time Limit for Submittals and Commencement of Construction.** Within two years from the date of closing on a homesite, the Owner shall apply for Preliminary Approval of plans and specifications for construction of a residence. Within ninety (90) days of receiving Preliminary Approval from the Developer, the Owner shall apply for Final Approval to construct a residence. Within ninety (90) days of receiving Final Approval from the Developer, the Owner shall commence construction of the residence. In the event the Owner fails to commence construction of the residence in accordance with these time limits, the Developer shall have the right (but not the obligation) to repurchase the defaulting Owner's Unit for the purchase price equal to ninety percent (90%) of the Owner's purchase price for the Unit (the "Default Price"). In order to preserve the right of the Developer under this Section, the Owner shall deposit with Birmingham Bloomfield Land Title Corporation (the "Escrow Agent"), at closing of the Owner's purchase of the Unit, a fully executed and acknowledged Warranty Deed, which will revert marketable title to the Unit in the Developer upon the Developer depositing the Default Price in immediately available funds with the Escrow Agent. The Warranty Deed shall thereupon be released to the Developer and the Default Price shall be released to the Owner.

THIS AMENDMENT is made and executed this 6th day of March, 1997.

WITNESSES:

Reene S. Granke  
RENEE S. GRANKE

Kay Building & Land Development, L.L.C.,  
A Michigan limited liability company

Dorothea Liddicoatt  
Dorothea Liddicoatt

By: Joseph Kay

Joseph Kay

Its: Authorized Member

STATE OF MICHIGAN     )  
                                  ) SS.  
COUNTY OF OAKLAND    )

On this 6<sup>th</sup> day of March, 1997, the foregoing First Amendment to the Master Deed was acknowledged before me by Joseph Kay, Authorized Member of Kay Building & Land Development, L.L.C., a Michigan limited liability company, on behalf of said company.

Renee S. Granher  
RENEE S. GRANHER

Notary Public, Oakland County, Michigan  
My commission expires:

8/27/2001

Prepared by and when recorded  
return to:

Donald E. Conley, Esq.  
McDonnell, Conley & Neveux, L.L.P.  
33 Bloomfield Hills Parkway, Suite 100  
Bloomfield Hills, MI 48304-2945  
(810) 645-6415

SECOND AMENDMENT TO THE  
ORCHARD RIDGE  
MASTER DEED

THIS AMENDMENT is made and executed by Kay Building & Land Development, L.L.C., a Michigan limited liability company (the "Developer"), whose post office address is P.O. Box 1000, Lake Orion, Michigan 48361, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

WHEREAS, the Developer is the owner of all legal and equitable title to the following described property located in the Township of Oakland, Oakland County, Michigan, described as:

Part of the East ½ of Section 32, T. 4 N., R. 11 E., beginning at a point on the North line of said Section 32, located S 87°51'15" W, 60.00 ft. from the Northeast corner of said Section 32; thence S 02°08'29" E, 60.00 ft. along the West line of "Deer Creek Estates", an Oakland County Condominium Plan recorded in Liber 10448, page 834, Oakland County Records; thence along said West line of "Deer Creek Estates" the following three courses to wit: S 02°08'29" E, 320.00 ft., and S 19°55'25" E, 196.46 ft. To the East line of said Section 32, and S 02°08'29" E, along said Section line 1900.00 ft., to the East 1/4 corner of said Section 32 and the Southwest corner of said "Deer Creek Estates"; thence S 11°56'50" E, 1046.51 ft.; thence N 89°16'08" W, 1079.19 ft.; thence N 08°52'39" W., 1051.16 ft.; thence N 88°37'29" W., 281.83 ft.; thence N 03°34'45" W, 2323.65 ft. to the Southerly right-of-way line of Silver Bell Road; thence N 87°51'15" E, along said line 1302.51 ft. To the point of beginning, and containing 96.591 acres, more or less.

Parcel Identification Nos.: 10-32-200-011-NE 1/4  
10-32-400-005-SE 1/4

20 MAR 97 3:57 P.M. RECEIPT# 46B  
RECORDED - OAKLAND COUNTY  
LYNN D. ALLEN, CLERK/REGISTER OF DEEDS

Which property is hereinafter described as the "Condominium Premises"; and

WHEREAS, the Developer has caused the Master Deed for the Condominium Premises to be recorded January 27, 1997, in Liber 16938 of Deeds, pages 892 through 959, inclusive, Oakland County Records, being Oakland County Subdivision Plan No. 1031; and

WHEREAS, the Developer has caused the First Amendment to the Master Deed for the Condominium Premises to be recorded March 12, 1997, in Liber 17050 of Deeds, pages 781 through 784, inclusive, Oakland County Records; and

WHEREAS, the Developer, in accordance with ARTICLE XI of the Master Deed, as amended, hereby amends the Master Deed, effective for all purposes from and after the date of recording hereof.

O.K. - KB

11:00  
2:00

WITNESSETH:

I

Developer hereby amends ARTICLE IX of the Master Deed, as amended, by deleting the provisions thereof and replacing them in their entirety with the following:

**ARTICLE IX  
LIMITED ACCESS COMMUNITY**

Orchard Ridge is a community in which vehicular access by road may be limited by means of an electronically controlled gate or manned gatehouse at the point of entry to the Condominium. If a gatehouse or electronic gates are installed, the maintenance, repair and replacement, but not the original construction cost, shall be an expense of the administration of the Condominium. The nature and extent of the gate and other limitations on access are not intended to necessarily be effective in precluding pedestrian access and there can be no assurance that unauthorized persons can be excluded from the Condominium Premises. The Developer reserves the right to allow sufficient access to the Condominium Premises during the Sales and Development Period as may be reasonable to enable the sale and development of the entire Project. If an electronically controlled gate or manned gatehouse is installed, there shall exist, for the benefit of any public authority having jurisdiction or any emergency service agency, perpetual easements for the use by municipal and/or emergency vehicles of the roadway in the Condominium for the purposes of ingress and egress to provide, without limitation, fire and police protection, utility services, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and the Owners thereof. The Association and/or the Owners shall, at all times, ensure that adequate emergency access to the Condominium Premises will be continually available to any and all emergency vehicles, equipment and personnel through the gatehouse entrance. The Developer shall provide the Township Fire Department with the initial computer access code to open any gate or other barrier to access to the Condominium Premises. In the event the access code is to be changed, and in each such event, the Developer, the Association and/or the Owners (whichever party obtains the change in access code) shall advise the Township Fire Department in advance of making any such change to the access code. The Developer, the Association and the Owners accept all risk of emergency vehicles and/or personnel not being able to gain access to the Condominium Premises due to the malfunction of the gate or other limitations on access, or the failure of the responsible party to notify the Township Fire Department of a change in the access code, or otherwise. The Developer, the Association and the Owners shall indemnify and hold harmless the Township, the Township Fire Department, all other government agencies providing emergency services, together with all of their officers, officials, employees, representatives and agents from any claim, causes of action, damages, losses, injuries or death which result from, or are in any way due to, the inability of emergency vehicles or personnel to gain entry or access to the Condominium Premises.

Developer hereby amends ARTICLE XI, Section 7, of the Master Deed, by deleting the original provisions thereof and replacing them in their entirety with the following:

**Section 7. Township Approval of Amendment.** Notwithstanding anything herein to the contrary, Article V, Section 1.G. of this Master Deed, Article VIII, Section 7 of this Master Deed, Article IX of this Master Deed, Article III, Section 40 of the Bylaws, and Article XXII, Section 7, paragraph 2 of the Bylaws may not be amended without first obtaining written approval from the Township.

THIS AMENDMENT is made and executed this 18<sup>th</sup> day of March, 1997.

WITNESSES:

Mary Ann Wright  
MARY ANN WRIGHT

Kay Building & Land Development, L.L.C.,  
A Michigan limited liability company

Renée S. Granke  
RENEE S. GRANKE

By: Joseph Kay  
Joseph Kay

Its: Authorized Member

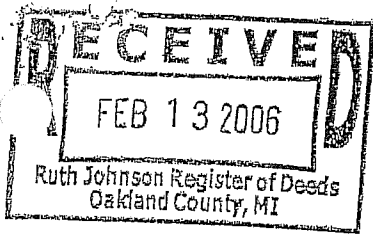
STATE OF MICHIGAN     )  
  ) SS.  
COUNTY OF OAKLAND    )

On this 18<sup>th</sup> day of March, 1997, the foregoing First Amendment to the Master Deed was acknowledged before me by Joseph Kay, Authorized Member of Kay Building & Land Development, L.L.C., a Michigan limited liability company, on behalf of said company.

Renée S. Granke  
Notary Public, Oakland County, Michigan  
My commission expires: 8/27/2001

RENEE S. GRANKE

Prepared by and when recorded  
return to:  
Donald E. Conley, Esq.  
McDonnell, Conley & Neveux, L.L.P.  
33 Bloomfield Hills Parkway, Suite 100  
Bloomfield Hills, MI 48304-2945



41512  
LIBER 37108 PAGE 464  
\$49.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
02/14/2006 10:08:51 A.M. RECEIPT# 17882

PAID RECORDED - OAKLAND COUNTY  
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

**COPY**

**THIRD AMENDMENT TO THE**

**ORCHARD RIDGE  
MASTER DEED**

**REPLAT NUMBER TWO OF OAKLAND COUNTY SUBDIVISION PLAN NO. 1031**

THIS AMENDMENT is made and executed by Kay Building & Land Development, L.L.C., a Michigan limited liability company (the "Developer"), whose post office address is P.O. Box 1000, Lake Orion, Michigan 48361, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

WHEREAS, the Developer is the owner of all legal and equitable title to the following described property located in the Township of Oakland, Oakland County, Michigan, described as:

SEE ATTACHED DESCRIPTION

Commonly described as 1780 Dutton Road  
Parcel Identification No. 10-33-301-002 (PT)

Which property is hereinafter described as the "Additional Premises"; and

WHEREAS, the Developer has caused the Master Deed for the Orchard Ridge to be recorded January 27, 1997, in Liber 16938 of Deeds, pages 892 through 959, inclusive, Oakland County Records, being Oakland County Subdivision Plan No. 1031; and

WHEREAS, the Developer has caused the First Amendment to the Master Deed for Orchard Ridge to be recorded March 12, 1997, in Liber 17050 of Deeds, pages 781 through 784, inclusive, Oakland County Records; and

WHEREAS, the Developer has caused the Second Amendment to the Master Deed for Orchard Ridge to be recorded March 20, 1997, in Liber 17073 of Deeds, pages 559 through 561, inclusive, Oakland County Records; and

WHEREAS, the Developer, in accordance with ARTICLE XI of the Master Deed, as amended, hereby amends the Master Deed, effective for all purposes from and after the date of recording hereof, by modifying the boundaries of Unit 12 as shown in attached Exhibit B to include the Additional Premises. The percentage of value of Unit 12 shall not change.



# DESCRIPTIONS

## PARCEL A -- TO BE ADDED TO "ORCHARD RIDGE"

Part of the Southeast quarter of Section 32 and the Southwest quarter of Section 33, Town 4 North, Range 11 East, Oakland Township, Oakland County, Michigan, described as: Commencing at the Southeast corner of said Section 32, also being the Southwest corner of said Section 33; thence N.12°45'25"E. 1675.15 feet along the East line of said Section 32, also being the West line of said Section 33, to the Point of Beginning; thence N.89°16'08"W 15.21 feet partially along the North line of "Wellington", as recorded in Liber 281 of Plats, Pages 29 through 37, inclusive, Oakland County Records; thence N.11°56'50"W. 674.86 feet; thence N.59°10'18"E. 5.52 feet to the East line of said Section 32, also being the West line of said Section 33; thence continuing N.59°10'18"E. 221.00 feet; thence S.45°47'21"E. 237.97 feet; thence 122.20 feet along the arc of a 60.00 foot radius non-tangent curve to the left having a central angle of 116°41'48" and a chord bearing S.14°08'15"E. 102.15 feet; thence 62.83 feet along the arc of a 60.00 foot radius non-tangent curve to the right having a central angle of 60°00'00" and a chord bearing S.42°29'09"E. 60.00 feet; thence S.12°29'09"E. 396.64 feet; thence S.77°30'51"W. 370.16 feet to the point of beginning, containing 5.81 acres of land, more or less, subject to any easements and/or encumbrances, recorded or otherwise.

10-32-226-001  
pt 10-33-301-002  
10-32-226-000ent



REPLAT NO. 2  
OAKLAND COUNTY CONDOMINIUM  
SUBDIVISION PLAN No. 1031  
EXHIBIT "B" TO THE MASTER DEED OF  
ORCHARD RIDGE  
PART OF THE EAST 1/2 OF SEC. 32 & THE SOUTHWEST 1/4 OF SEC.  
33, T.4N., R.11E., OAKLAND TOWNSHIP, OAKLAND COUNTY, MICHIGAN

THE ASTERISK (\*) AS SHOWN IN THE INDEX INDICATES  
AMENDED OR SUPPLEMENTAL SHEETS WHICH ARE REVISED  
OR NEW SHEETS DATED SEPT. 19, 2005. THESE SHEET(S)  
WITH THIS SUBMISSION ARE TO REPLACE OR SUPPLEMENT  
SHEET(S) PREVIOUSLY RECORDED.

DRAWING INDEX:

- \* 1> COVER SHEET
- \* 2> SURVEY PLAN
- 3> SITE PLAN UNIT DIMENSIONS (NORTH)
- \* 4> SITE PLAN UNIT DIMENSIONS (SOUTH)
- \* 5> SITE PLAN EASEMENTS (NORTH)
- \* 6> SITE PLAN EASEMENTS (SOUTH)
- \* 7> SITE PLAN UNIT COORDINATES AND AREAS
- \* 8> SITE PLAN LIMITED & GENERAL COMMON ELEMENTS (NORTH)
- \* 9> SITE PLAN LIMITED & GENERAL COMMON ELEMENTS (SOUTH)
- \* 10> UTILITY PLAN (NORTH)
- \* 11> UTILITY PLAN (SOUTH)
- 12> BUILDING SETBACKS (NORTH)
- \* 13> BUILDING SETBACKS (SOUTH)

PARCEL DESCRIPTION

Part of the East half of Section 32 and the Southwest Quarter of Section 33, Town 4 North, Range 11 East, Oakland Township, Oakland County, Michigan, described as:  
Commencing at the Northeast corner of said Section 32; thence S.87°51'15"W. 60.00 feet along the North line of said Section 32; thence S.02°08'29"E. 60.00 feet along the West line of "Deer Creek Estates", Oakland County Condominium Plan No. 544, to the Point of Beginning; thence continuing along the West line of "Deer Creek Estates" the following three courses: S.02°08'29"E. 320.00 feet, S.19°55'25"E. 196.46 feet to the East line of said Section 32 and S.02°08'29"E. 1900.00 feet along the East line of said Section 32 to the East Quarter corner of said Section 32, also being the West Quarter corner of said Section 33; thence S.11°56'50"E. 371.65 feet; thence N.59°10'18"E. 5.52 feet to the East line of said Section 32, also being the West line of said Section 33; thence continuing N.59°10'18"E. 221.00 feet; thence S.45°47'21"E. 237.97 feet; thence 122.20 feet along the arc of a 60.00 foot radius non-tangent curve to the left having a central angle of 116°41'48" and a chord bearing S.14°08'13"E. 102.15 feet; thence 62.83 feet along the arc of a 60.00 foot radius tangent curve to the right having a central angle of 60°00'00" and a chord bearing S.42°29'09"E. 60.00 feet; thence S.12°29'09"E. 396.64 feet; thence S.77°30'51"W. 370.16 feet to the East line of said Section 32, also being the West line of said Section 33; thence N.89°16'08"W. 1094.40 feet along the North line of "Wellington", as recorded in Liber 281 of Plats, Pages 29 through 37, inclusive, Oakland County Records; thence N.09°52'39"W. 1051.16 feet; thence N.88°37'29"W. 281.83 feet; thence N.03°34'45"W. 2323.65 feet to the Southerly right-of-way line of Silverbell Road; thence N.87°51'15"E. 1302.51 feet to the Point of Beginning, containing 102.40 acres of land, more or less.

DEVELOPER:  
KAY BUILDING AND LAND DEVELOPMENT, L.L.C.  
57 KAY INDUSTRIAL DRIVE  
LAKE ORION, MI. 48361

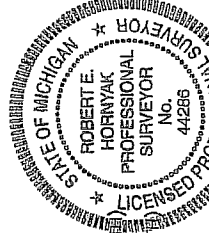
SURVEYOR:  
FENN & ASSOCIATES, INC.  
13399 WEST STAR DRIVE  
SHELBY TWP., MI. 48315

THE ORIGINAL RECORDING & REPLAT NO. 1 OF EXHIBIT "B"  
TO THE MASTER DEED OF ORCHARD RIDGE WAS PREPARED  
BY BUCKERFIELD ENGINEERING.



**Fenn & Associates, Inc.**  
13399 WEST STAR DRIVE  
SHELBY TOWNSHIP, MI. 48315  
PHONE: (866) 254-9577

SHEET 1 OF 13



Robert E. Hornyak  
Professional Surveyor  
No. 44266

# ORCHARD RIDGE



"DEER CREEK ESTATES"  
D.C.C.P., 344

DIST. LINE OF SECTION 33

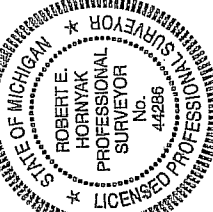
DIST. LINE OF SECTION 32

DIST. LINE OF SECTION 31

"GOODISON PLACE"  
SUB NO. 1  
L.237, P.30

SILVER BELL RD.

102.40 ACRES



SEE DETAIL

UNPLATED

UNPLATED

UNPLATED

UNPLATED

UNPLATED

UNPLATED

UNPLATED

UNPLATED

UNPLATED

UNPLATED

SECTION 33

SECTION 32

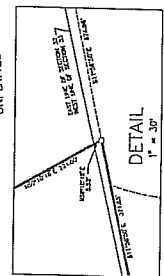
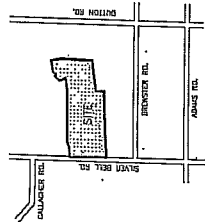
"WELLINGTON"  
L.281, P.29-37

SURVEYOR'S CERTIFICATE

I, ROBERT E. HORNYAK, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:  
THAT THE CONDOMINIUM SUBDIVISION PLAN KNOWN AS ORCHARD RIDGE, SUBDIVISION PLAN NO. 1031, AS SHOWN ON THE ACCOMPANYING CONDOMINIUM SUBDIVISION MAP, WAS PREPARED BY ME OR UNDER MY DIRECTION AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.  
IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.  
BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.  
REQUIRE THAT THE BEARINGS AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE PUBLIC ACTS OF 1978, AS AMENDED.  
SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

NOTE  
THIS PROPERTY DOES NOT LIE IN A FLOOD HAZARD AREA AS DETERMINED BY NATIONAL FLOOD INSURANCE PROGRAM 220476-0010-9 DATED DEC. 1, 1982

LOCATION MAP  
NOT TO SCALE



LEGEND  
○ CONCRETE MONUMENT SET  
● FOUND CONCRETE MONUMENT  
◆ SECTION CORNER  
PROPOSED SEPTEMBER 19, 2005  
MUST BE BUILT

BREWSTER RD.

0 150 300 600  
SCALE: 1" = 150'

## SURVEY PLAN

9/04/05  
DATE

ROBERT E. HORNYAK, PROFESSIONAL SURVEYOR  
P.E. 44286  
PENNY & ASSOCIATES, INC.  
13399 WEST STAR DRIVE  
SHELBY TOWNSHIP, MICHIGAN 48315

**Penny & Associates Inc.**  
13399 WEST STAR DRIVE  
SHELBY TOWNSHIP, MI 48315  
PHONE (586) 254-9577

# ORCHARD RIDGE

LEGEND

= UNIT LIMITS

NOTE: P.V.T. EMT. DENOTES PERMANENT PRIVATE EASEMENT.

NOTE: P.P.E. FOR O.R.C.D. DENOTES PERMANENT PRIVATE EASEMENT FOR ORCHARD RIDGE (COUNTY) DRAIN.

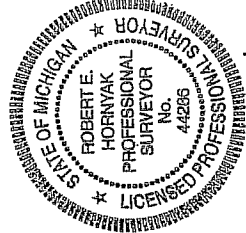
NOTE: STORM WATER DETENTION AREAS NO. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774

NOTE: P.T. EXIST. DEVOTES PERMANENT PRIVATE EASEMENTS.

NOTE: P.P.E. FOR O.R.C.D. DENOTES PERMANENT PRIVATE EASEMENT FOR THE ORCHARD RIDGE (COUNTY) DRAIN.

NOTE: STORM WATER DETENTION AREAS NO. 1 - 10 ARE LOCATED WITHIN THE PERMANENT PRIVATE EASEMENT FOR STORM WATER DETENTION, SURFACE DRAINAGE, AND THE ORCHARD RIDGE (COUNTY) DRAIN.

NOTE: ALL RODES IN THIS CONDOMINIUM ARE ALSO PRIVATE EASEMENTS FOR WATER SUPPLY, SANITARY SEWER, GAS, CABLE, TELEPHONE, AND PUBLIC UTILITIES, SYSTEMS AND INFRASTRUCTURE.



2

0 100 200 400  
SCALE: 1" = 100'

PROPOSED SEPTEMBER 19, 2005  
MUST BE BUILT

SITE PLAN EASEMENTS (NORTH)

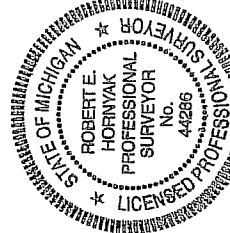
**Fenn & Associates Inc.**  
1339B WEST STAR DRIVE  
SHELBY TOWNSHIP, MI 48315  
PHONE: (586) 254-9577

**SHEET 5 OF 13**

7



= UNIT LIMITS

[illegible]

Ref. 1

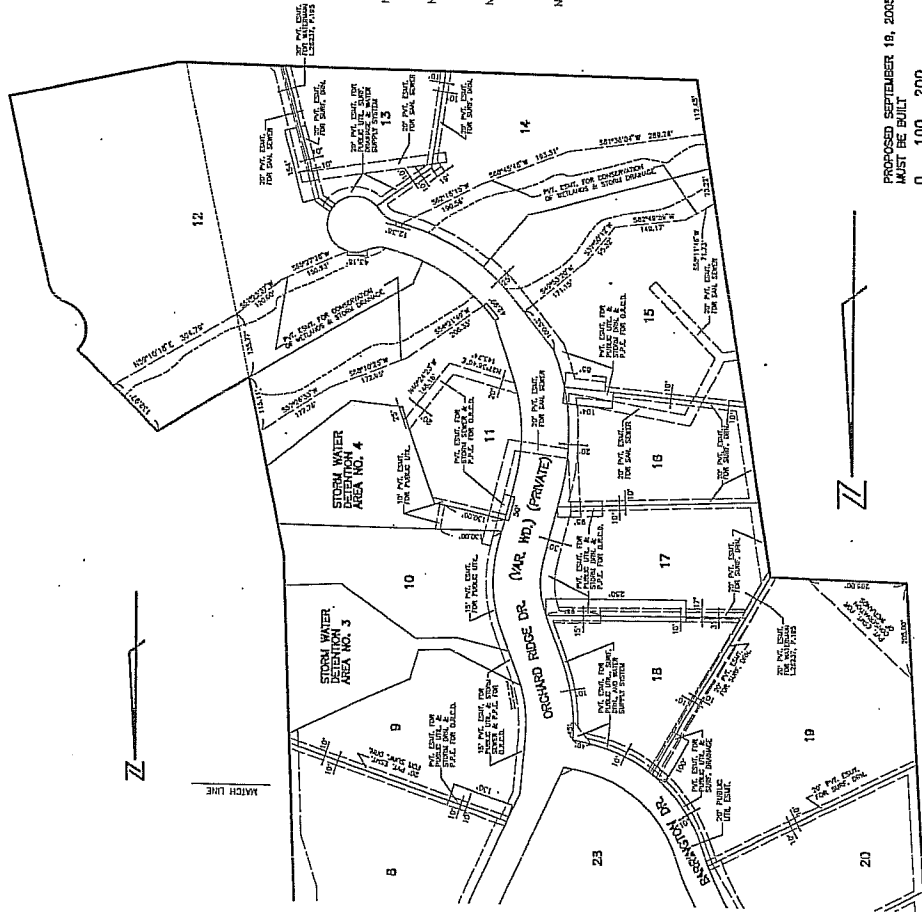
**PROPOSED SEPTEMBER 19, 2005  
MUST BE BUILT**



SITE PLAN UNIT DIMENSIONS (SOUTH)

**Penn & Associates Inc.**  
13399 WEST STAR DRIVE  
SHELBY TOWNSHIP, MI 48315  
PHONE: (586) 254-9577

# ORCHARD RIDGE



LEGEND  
 = UNIT LIMITS

NOTE: P.V. ESMT. DENOTES PERMANENT PRIVATE EASEMENT.

NOTE: P.P.E. FOR D.R.C.D. DENOTES PERMANENT PRIVATE EASEMENT FOR DRAINAGE (COUNTY) DRAIN.

NOTE: STORM WATER DETENTION AREAS NO. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 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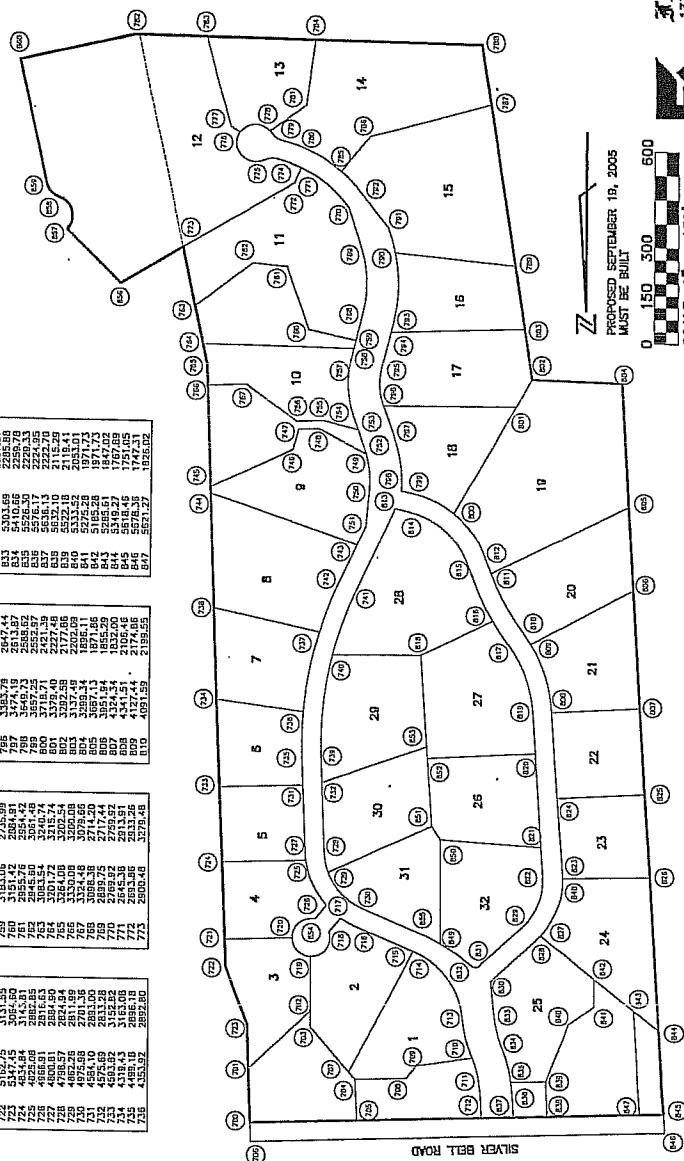
COORDINATES	East		North		
	Number	Feet	Number	Feet	
700	860.23	3055.64	700	860.23	3055.64
701	860.23	3055.64	701	860.23	3055.64
702	860.23	3055.64	702	860.23	3055.64
703	860.23	3055.64	703	860.23	3055.64
704	860.23	3055.64	704	860.23	3055.64
705	860.23	3055.64	705	860.23	3055.64
706	860.23	3055.64	706	860.23	3055.64
707	860.23	3055.64	707	860.23	3055.64
708	860.23	3055.64	708	860.23	3055.64
709	860.23	3055.64	709	860.23	3055.64
710	860.23	3055.64	710	860.23	3055.64
711	860.23	3055.64	711	860.23	3055.64
712	860.23	3055.64	712	860.23	3055.64
713	860.23	3055.64	713	860.23	3055.64
714	860.23	3055.64	714	860.23	3055.64
715	860.23	3055.64	715	860.23	3055.64
716	860.23	3055.64	716	860.23	3055.64
717	860.23	3055.64	717	860.23	3055.64
718	860.23	3055.64	718	860.23	3055.64
719	860.23	3055.64	719	860.23	3055.64
720	860.23	3055.64	720	860.23	3055.64
721	860.23	3055.64	721	860.23	3055.64
722	860.23	3055.64	722	860.23	3055.64
723	860.23	3055.64	723	860.23	3055.64
724	860.23	3055.64	724	860.23	3055.64
725	860.23	3055.64	725	860.23	3055.64
726	860.23	3055.64	726	860.23	3055.64
727	860.23	3055.64	727	860.23	3055.64
728	860.23	3055.64	728	860.23	3055.64
729	860.23	3055.64	729	860.23	3055.64
730	860.23	3055.64	730	860.23	3055.64
731	860.23	3055.64	731	860.23	3055.64
732	860.23	3055.64	732	860.23	3055.64
733	860.23	3055.64	733	860.23	3055.64
734	860.23	3055.64	734	860.23	3055.64
735	860.23	3055.64	735	860.23	3055.64

COORDINATES	Number		Feet
	North	East	
737	410.42	234.94	
738	410.42	235.22	
739	410.42	235.50	
740	410.42	235.78	
741	410.42	236.06	
742	410.42	236.34	
743	410.42	236.62	
744	410.42	236.90	
745	410.42	237.18	
746	410.42	237.46	
747	410.42	237.74	
748	410.42	238.02	
749	410.42	238.30	
750	410.42	238.58	
751	410.42	238.86	
752	410.42	239.14	
753	410.42	239.42	
754	410.42	239.70	
755	410.42	240.00	
756	410.42	240.30	
757	410.42	240.60	
758	410.42	240.90	
759	410.42	241.20	
760	410.42	241.50	
761	410.42	241.80	
762	410.42	242.10	
763	410.42	242.40	
764	410.42	242.70	
765	410.42	243.00	
766	410.42	243.30	
767	410.42	243.60	
768	410.42	243.90	
769	410.42	244.20	
770	410.42	244.50	
771	410.42	244.80	
772	410.42	245.10	
773	410.42	245.40	
774	410.42	245.70	
775	410.42	246.00	
776	410.42	246.30	
777	410.42	246.60	
778	410.42	246.90	
779	410.42	247.20	
780	410.42	247.50	
781	410.42	247.80	
782	410.42	248.10	
783	410.42	248.40	
784	410.42	248.70	
785	410.42	249.00	
786	410.42	249.30	
787	410.42	249.60	
788	410.42	249.90	
789	410.42	250.20	
790	410.42	250.50	
791	410.42	250.80	
792	410.42	251.10	
793	410.42	251.40	
794	410.42	251.70	
795	410.42	252.00	
796	410.42	252.30	
797	410.42	252.60	
798	410.42	252.90	
799	410.42	253.20	
800	410.42	253.50	

COORDINATES	Year	Birth	Fert
	7/74	2618.64	2996.47
	7/75	2618.64	3000.98
	7/76	2618.64	3005.49
	7/77	2618.38	3009.99
	7/78	2618.38	3014.50
	7/79	2618.38	3019.01
	7/80	2618.38	3023.52
	7/81	2618.38	3028.03
	7/82	2618.38	3032.54
	7/83	2618.38	3037.05
	7/84	2618.38	3041.56
	7/85	2618.38	3046.07
	7/86	2618.38	3050.58
	7/87	2618.38	3055.09
	7/88	2618.38	3059.60
	7/89	2618.38	3064.11
	7/90	2618.38	3068.62
	7/91	2618.38	3073.13
	7/92	2618.38	3077.64
	7/93	2618.38	3082.15
	7/94	2618.38	3086.66
	7/95	2618.38	3091.17
	7/96	2618.38	3095.68
	7/97	2618.38	3100.19
	7/98	2618.38	3104.70
	7/99	2618.38	3109.21
	8/00	2618.38	3113.72
	8/01	2618.38	3118.23
	8/02	2618.38	3122.74
	8/03	2618.38	3127.25
	8/04	2618.38	3131.76
	8/05	2618.38	3136.27
	8/06	2618.38	3140.78
	8/07	2618.38	3145.29
	8/08	2618.38	3149.80
	8/09	2618.38	3154.31
	8/10	2618.38	3158.82
	8/11	2618.38	3163.33
	8/12	2618.38	3167.84
	8/13	2618.38	3172.35
	8/14	2618.38	3176.86
	8/15	2618.38	3181.37
	8/16	2618.38	3185.88
	8/17	2618.38	3190.39
	8/18	2618.38	3194.90
	8/19	2618.38	3199.41
	8/20	2618.38	3203.92
	8/21	2618.38	3208.43
	8/22	2618.38	3212.94
	8/23	2618.38	3217.45
	8/24	2618.38	3221.96
	8/25	2618.38	3226.47
	8/26	2618.38	3230.98
	8/27	2618.38	3235.49
	8/28	2618.38	3239.99
	8/29	2618.38	3244.50
	8/30	2618.38	3249.01
	8/31	2618.38	3253.52
	8/32	2618.38	3258.03
	8/33	2618.38	3262.54
	8/34	2618.38	3267.05
	8/35	2618.38	3271.56
	8/36	2618.38	3276.07
	8/37	2618.38	3280.58
	8/38	2618.38	3285.09
	8/39	2618.38	3289.60
	8/40	2618.38	3294.11
	8/41	2618.38	3298.62
	8/42	2618.38	3303.13
	8/43	2618.38	3307.64
	8/44	2618.38	3312.15
	8/45	2618.38	3316.66
	8/46	2618.38	3321.17
	8/47	2618.38	3325.68
	8/48	2618.38	3330.19
	8/49	2618.38	3334.70
	8/50	2618.38	3339.21
	8/51	2618.38	3343.72
	8/52	2618.38	3348.23
	8/53	2618.38	3352.74
	8/54	2618.38	3357.25
	8/55	2618.38	3361.76
	8/56	2618.38	3366.27
	8/57	2618.38	3370.78
	8/58	2618.38	3375.29
	8/59	2618.38	3379.80
	8/60	2618.38	3384.31
	8/61	2618.38	3388.82
	8/62	2618.38	3393.33
	8/63	2618.38	3397.84
	8/64	2618.38	3402.35
	8/65	2618.38	3406.86
	8/66	2618.38	3411.37
	8/67	2618.38	3415.88
	8/68	2618.38	3420.39
	8/69	2618.38	3424.90
	8/70	2618.38	3429.41
	8/71	2618.38	3433.92
	8/72	2618.38	3438.43
	8/73	2618.38	3442.94
	8/74	2618.38	3447.45
	8/75	2618.38	3451.96
	8/76	2618.38	3456.47
	8/77	2618.38	3460.98
	8/78	2618.38	3465.49
	8/79	2618.38	3469.99
	8/80	2618.38	3474.50
	8/81	2618.38	3479.01
	8/82	2618.38	3483.52
	8/83	2618.38	3488.03
	8/84	2618.38	3492.54
	8/85	2618.38	3497.05
	8/86	2618.38	3501.56
	8/87	2618.38	3506.07
	8/88	2618.38	3510.58
	8/89	2618.38	3515.09
	8/90	2618.38	3519.60
	8/91	2618.38	3524.11
	8/92	2618.38	3528.62
	8/93	2618.38	3533.13
	8/94	2618.38	3537.64
	8/95	2618.38	3542.15
	8/96	2618.38	3546.66
	8/97	2618.38	3551.17
	8/98	2618.38	3555.68
	8/99	2618.38	3560.19
	9/00	2618.38	3564.70
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	9/02	2618.38	3573.72
	9/03	2618.38	3578.23
	9/04	2618.38	3582.74
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	9/06	2618.38	3591.76
	9/07	2618.38	3596.27
	9/08	2618.38	3600.78
	9/09	2618.38	3605.29
	9/10	2618.38	3609.80
	9/11	2618.38	3614.31
	9/12	2618.38	3618.82
	9/13	2618.38	3623.33
	9/14	2618.38	3627.84
	9/15	2618.38	3632.35
	9/16	2618.38	3636.86
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	9/26	2618.38	3681.96
	9/27	2618.38	3686.47
	9/28	2618.38	3690.98
	9/29	2618.38	3695.49
	9/30	2618.38	3700.00
	9/31	2618.38	3704.51
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	9/33	2618.38	3713.53
	9/34	2618.38	3718.04
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	9/38	2618.38	3736.08
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	9/42	2618.38	3754.12
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	9/46	2618.38	3772.16
	9/47	2618.38	3776.67
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	9/57	2618.38	3821.77
	9/58	2618.38	3826.28
	9/59	2618.38	3830.79
	9/60	2618.38	3835.30
	9/61	2618.38	3839.81
	9/62	2618.38	3844.32
	9/63	2618.38	3848.83
	9/64	2618.38	3853.34
	9/65	2618.38	3857.85
	9/66	2618.38	3862.36
	9/67	2618.38	3866.87
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	9/69	2618.38	3875.89
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	9/72	2618.38	3889.42
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	9/75	2618.38	3902.95
	9/76	2618.38	3907.46
	9/77	2618.38	3911.97
	9/78	2618.38	3916.48
	9/79	2618.38	3920.99
	9/80	2618.38	3925.50
	9/81	2618.38	3930.01
	9/82	2618.38	3934.52
	9/83	2618.38	3939.03
	9/84	2618.38	3943.54
	9/85	2618.38	3948.05
	9/86	2618.38	3952.56
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	9/94	2618.38	3988.64
	9/95	2618.38	3993.15
	9/96	2618.38	3997.66
	9/97	2618.38	4002.17
	9/98	2618.38	4006.68
	9/99	2618.38	4011.19
	10/00	2618.38	4015.70
	10/01	2618.38	4020.21
	10/02	2618.38	4024.72
	10/03	2618.38	4029.23
	10/04	2618.38	4033.74
	10/05	2618.38	4038.25
	10/06	2618.38	4042.76
	10/07	2618.38	4047.27
	10/08	2618.38	4051.78
	10/09	2618.38	4056.29
	10/10	2618.38	4060.80
	10/11	2618.38	4065.31
	10/12	2618.38	4069.82
	10/13	2618.38	4074.33
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	10/15	2618.38	4083.35
	10/16	2618.38	4087.86
	10/17	2618.38	4092.37
	10/18	2618.38	4096.88
	10/19	2618.38	4101.39
	10/20	2618.38	4105.90
	10/21	2618.38	4110.41
	10/22	2618.38	4114.92
	10/23	2618.38	4119.43
	10/24	2618.38	4123.94
	10/25	2618.38	4128.45
	10/26	2618.38	4132.96
	10/27	2618.38	4137.47
	10/28	2618.38	4141.98
	10/29	2618.38	4146.49
	10/30	2618.38	4151.00
	10/31	2618.38	4155.51
	10/32	2618.38	4160.02
	10/33	2618.38	4164.53
	10/34	2618.38	4169.04
	10/35	2618.38	4173.55
	10/36	2618.38	4178.06
	10/37	2618.38	4182.57
	10/38	2618.38	4187.08
	10/39	2618.38	4191.59
	10/40	2618.38	4196.10
	10/41	2618.38	4200.61
	10/42	2618.38	4205.12
	10/43	2618.38	4209.63
	10/44	2618.38	4214.14
	10/45	2618.38	4218.65
	10/46	2618.38	4223.16
	10/47	2618.38	4227.67
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	10/49	2618.38	4236.69
	10/50	2618.38	4241.20
	10/51	2618.38	4245.71
	10/52	2618.38	4250.22
	10/53	2618.38	4254.73
	10/54	2618.38	4259.24
	10/55	2618.38	4263.75
	10/56	2618.38	4268.26
	10/57	2618.38	4272.77
	10/58	2618.38	4277.28
	10/59	2618.38	4281.79
	10/60	2618.38	4286.30
	10/61	2618.38	4290.81
	10/62	2618.38	4295.32
	10/63	2618.38	4299.83
	10/64	2618.38	4304.34
	10/65	2618.38	4308.85
	10/66	2618.38	4313.36
	10/67	2618.38	4317.87
	10/68	2618.38	4322.38
	10/69	2618.38	4326.89
	10/70	2618.38	4331.40
	10/71	2618.38	4335.91
	10/72	2618.38	4340.42
	10/73	26	

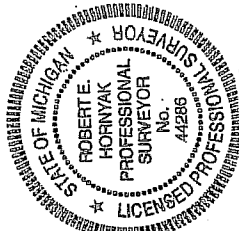
COORDINATES	North		East	
	Station	Height	Station	Height
1	8111	3096.63	2302.34	
2	8112	3111.56	2317.68	
3	8113	3127.56	2333.38	
4	8114	3143.56	2349.08	
5	8115	3159.56	2364.78	
6	8116	3175.56	2380.48	
7	8117	3191.56	2396.18	
8	8118	3207.56	2411.88	
9	8119	3223.56	2427.58	
10	8120	3239.56	2443.28	
11	8121	3255.56	2458.98	
12	8122	3271.56	2474.68	
13	8123	3287.56	2490.38	
14	8124	3303.56	2506.08	
15	8125	3319.56	2521.78	
16	8126	3335.56	2537.48	
17	8127	3351.56	2553.18	
18	8128	3367.56	2568.88	
19	8129	3383.56	2584.58	
20	8130	3399.56	2600.28	
21	8131	3415.56	2615.98	
22	8132	3431.56	2631.68	
23	8133	3447.56	2647.38	
24	8134	3463.56	2663.08	
25	8135	3479.56	2678.78	
26	8136	3495.56	2694.48	
27	8137	3511.56	2710.18	
28	8138	3527.56	2725.88	
29	8139	3543.56	2741.58	
30	8140	3559.56	2757.28	
31	8141	3575.56	2772.98	
32	8142	3591.56	2788.68	
33	8143	3607.56	2804.38	
34	8144	3623.56	2820.08	
35	8145	3639.56	2835.78	
36	8146	3655.56	2851.48	
37	8147	3671.56	2867.18	
38	8148	3687.56	2882.88	
39	8149	3703.56	2898.58	
40	8150	3719.56	2914.28	
41	8151	3735.56	2929.98	
42	8152	3751.56	2945.68	
43	8153	3767.56	2961.38	
44	8154	3783.56	2977.08	
45	8155	3799.56	2992.78	
46	8156	3815.56	3008.48	
47	8157	3831.56	3024.18	
48	8158	3847.56	3039.88	
49	8159	3863.56	3055.58	
50	8160	3879.56	3071.28	
51	8161	3895.56	3086.98	
52	8162	3911.56	3102.68	
53	8163	3927.56	3118.38	
54	8164	3943.56	3134.08	
55	8165	3959.56	3149.78	
56	8166	3975.56	3165.48	
57	8167	3991.56	3181.18	
58	8168	4007.56	3196.88	
59	8169	4023.56	3212.58	
60	8170	4039.56	3228.28	
61	8171	4055.56	3243.98	
62	8172	4071.56	3259.68	
63	8173	4087.56	3275.38	
64	8174	4103.56	3291.08	
65	8175	4119.56	3306.78	
66	8176	4135.56	3322.48	
67	8177	4151.56	3338.18	
68	8178	4167.56	3353.88	
69	8179	4183.56	3369.58	
70	8180	4199.56	3385.28	
71	8181	4215.56	3400.98	
72	8182	4231.56	341	

COORDINATES		
Point Number	North	East
848	4568.82	2073.59
849	4590.99	2456.32
850	4751.16	2457.69
851	4708.83	2484.78
852	4452.26	2459.78
853	4456.25	2502.11
854	5009.07	2621.75
855	5052.51	2515.86
856	3016.57	3474.00
857	2850.63	3644.56
858	2751.98	3669.51
859	2707.23	3710.04
860	2420.07	3795.79



**LEGEND**

101 = COORDINATE NUMBER



Re  
v.  
J. J.



**Fun & Associates Inc.**  
1399 WEST STAR DRIVE  
SHELBY TOWNSHIP, MI 48315  
PHONE: (586) 254-9577

PROPOSED SEPTEMBER 19, 2005

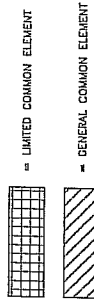


SITE PLAN UNIT COORDINATES

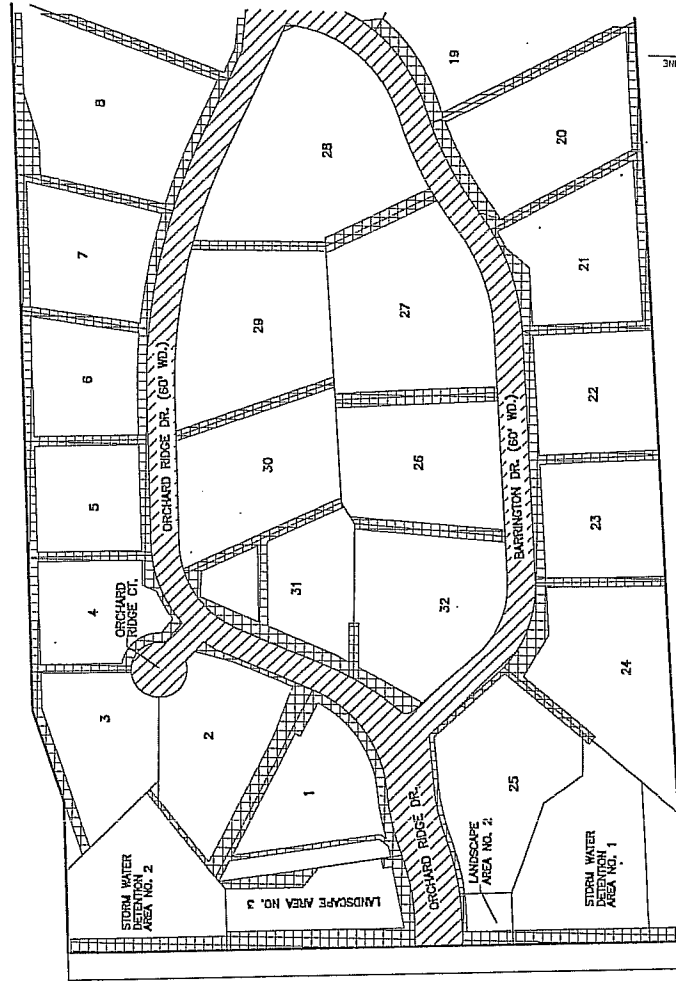
**SHEET 7 OF 13**



# ORCHARD RIDGE



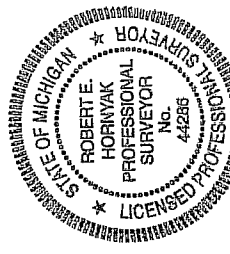
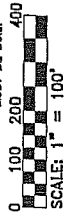
MATCH LINE



SILVER BELL RD.



PROPOSED SEPTEMBER 19, 2005  
MUST BE BUILT

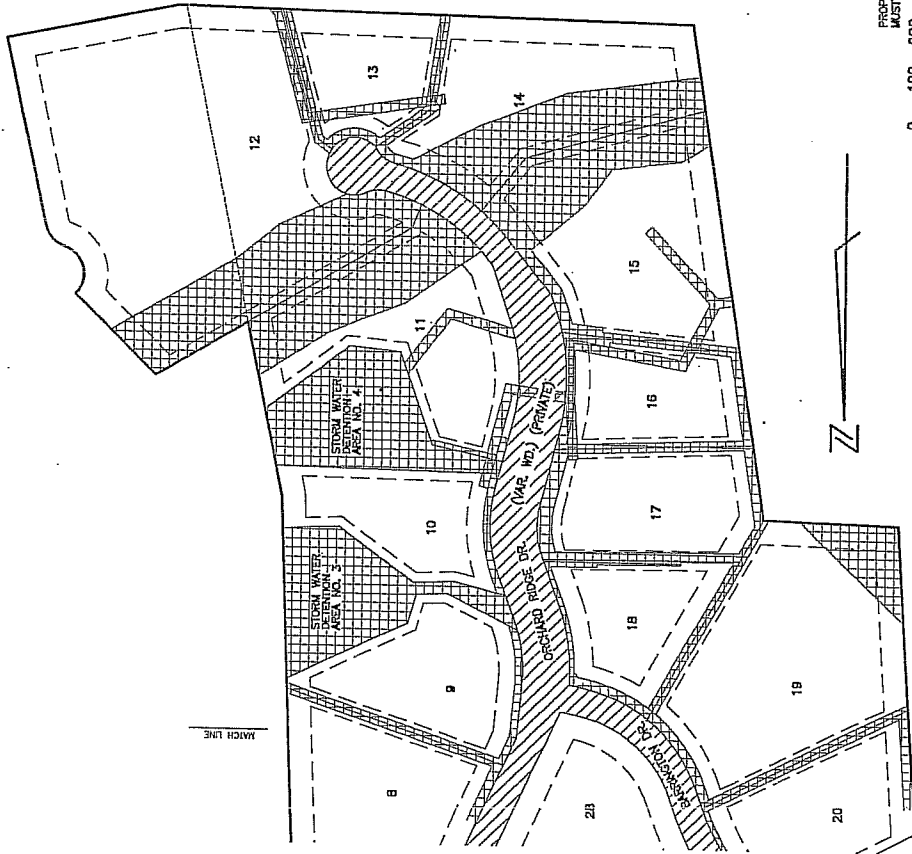


*Robert E. Hornyak*

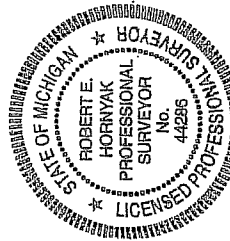
**Fenn & Associates Inc.**  
 13369 WEST STAR DRIVE  
 SHELBY TOWNSHIP, MI 48315  
 PHONE (888) 254-9577

SITE PLAN LIMITED & GENERAL COMMON ELEMENTS (NORTH)

# ORCHARD RIDGE



- LIMITED COMMON ELEMENT
- ▨ GENERAL COMMON ELEMENT



*Robert E. Hornyak*

PROPOSED SEPTEMBER 19, 2005  
MUST BE BUILT



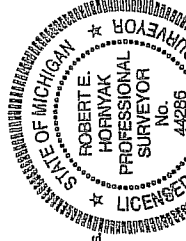
**Fern & Associates Inc.**  
13399 WEST STAR DRIVE  
SHELBY TOWNSHIP, MI 48315  
PHONE (586) 254-9577

## SITE PLAN LIMITED & GENERAL COMMON ELEMENTS (SOUTH)

# ORCHARD RIDGE

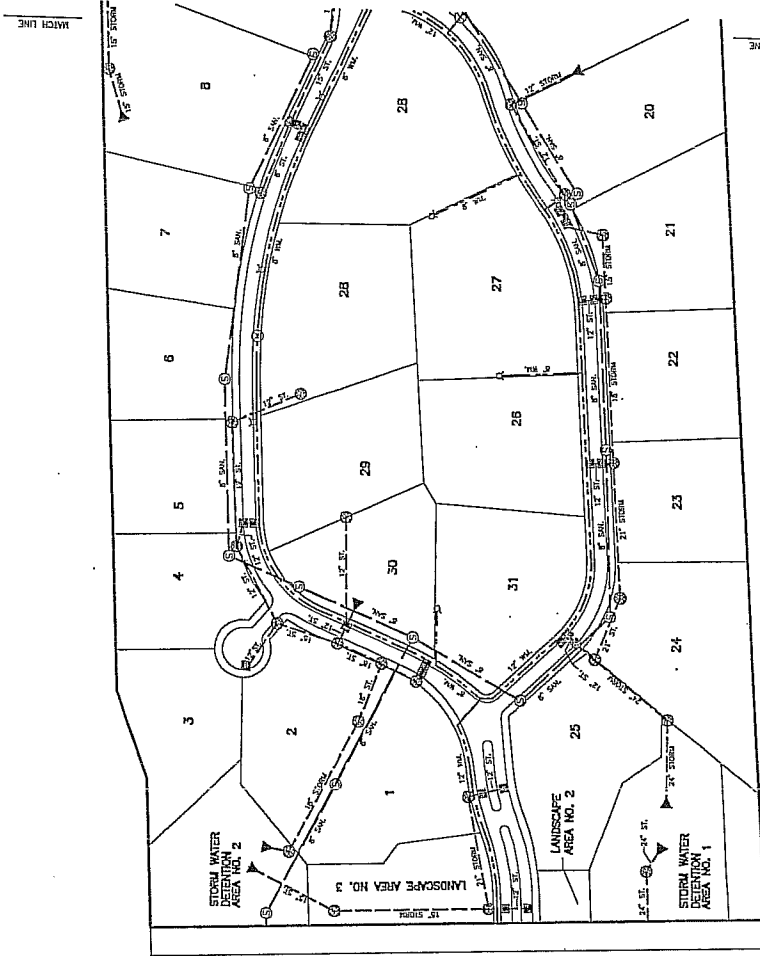
- LEGEND**
- SANITARY SEWER
  - SANITARY MANHOLE
  - STORM SEWER
  - STORM MANHOLE
  - ROAD CATCH BASIN
  - CATCH BASIN
  - WATERMAIN
  - FIRE HYDRANT
  - GATE VALVE & WELL

GENERAL NOTES:  
 ALL UNITS SERVED WITH SANITARY SEWER & WATER BY ORCHARD TOWNSHIP  
 SANITARY SEWER & WATER INFORMATION AS SHOWN OBTAINED FROM  
 PLANS OBTAINED BY BACKERFIELD ENGINEERING  
 STORM SEWER AS SHOWN OBTAINED FROM PLANS OBTAINED BY BACKERFIELD ENGINEERING  
 ALL UNITS TO BE SERVED WITH NATURAL GAS  
 ALL UNITS TO BE SERVED WITH ELECTRIC  
 ALL UNITS TO BE SERVED WITH TELEPHONE  
 ALL UNITS TO BE SERVED WITH CABLE TV



NOTE:  
 UNITS 2-19 AND 26-30 MUST BE  
 SERVED BY ON-SITE TANK DISPOSAL SYSTEMS

NOTE:  
 UTILITIES, AS SHOWN, INDICATE APPROXIMATE  
 LOCATIONS OF FACILITIES ONLY, AS DISCLOSED  
 BY THE OWNERS. BACKERFIELD ENGINEERING  
 AND NO GUARANTEE IS GIVEN AS TO THE  
 COMPLETENESS OR ACCURACY THEREOF.



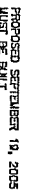
PROPOSED SEPTEMBER 19, 2005  
 MUST BE BUILT

SCALE: 1" = 100'

UTILITY PLAN (NORTH)

**Horn & Associates Inc.**  
 13399 WEST STAR DRIVE  
 SHELBY TOWNSHIP, MI 48315  
 PHONE (886) 254-9577

SHEET 10 OF 13



NOTE: UTILITIES, AS SHOWN, INDICATE APPROXIMATE LOCATIONS OF FACILITIES ONLY, AS DISCLOSED BY THE RECORDS OF THE VARIOUS COMPANIES AND NO GUARANTEE IS GIVEN AS TO THE COMPLETENESS OR ACCURACY THEREOF.

GENERAL INSTRUCTIONS  
ALL UNITS SERVICED WITH SANITARY SEWER & WATER BY OAK AND TOWNSHIP  
SANITARY SEWER & WATER INFORMATION AS SHOWN OBTAINED FROM  
PLANS OBTAINED BY BLOCKFELDED ENGINEERING  
STORM SEWER AS SHOWN, OBTAINED FROM PLANS OBTAINED BY BLOCKFELDED ENGINEERING  
ALL UNITS TO BE SERVICED WITH NATURAL GAS  
ALL UNITS TO BE SERVICED WITH NATURAL GAS  
ALL UNITS TO BE SERVICED WITH TELEPHONE  
ALL UNITS TO BE SERVICED WITH CABLE T.V.  
  
LODGE  
UNITS 2-10 AND 25-33 MUST BE  
SERVICED BY ON-SITE TANK DISPOSAL SYSTEMS

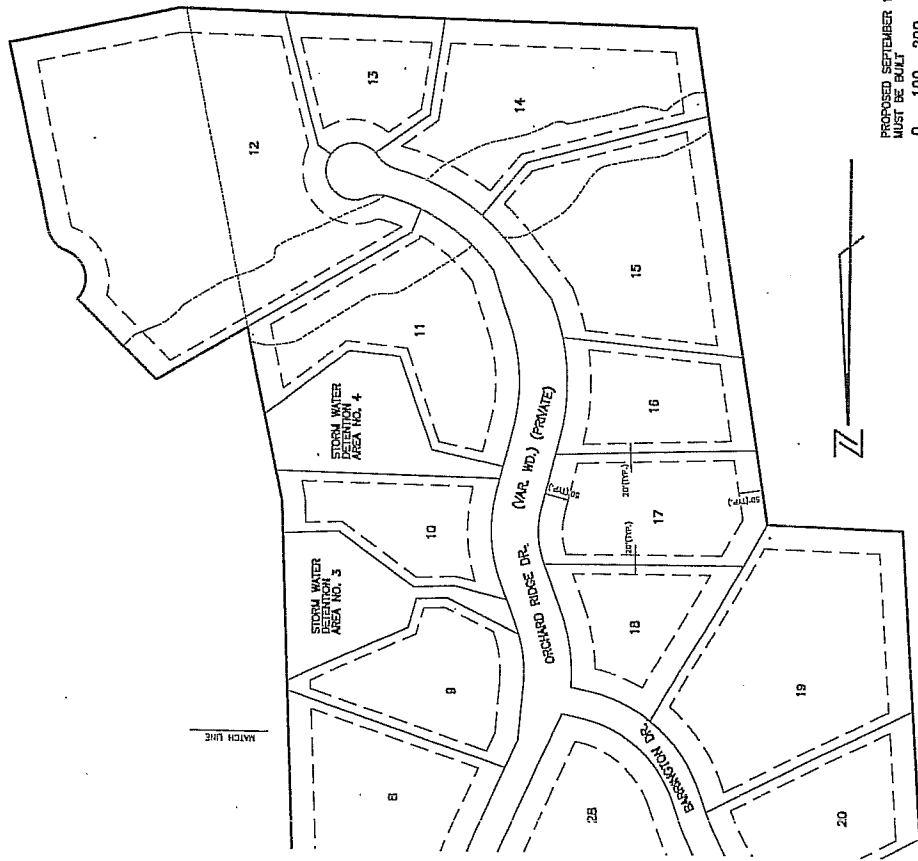
③	SANITARY SEWER
③	SANITARY MANHOLE
③	STORM SEWER
③	STORM MANHOLE
③	ROAD CATCH BASIN
③	CATCH BASIN
	WATERMAIN
A	FREE HYDRANT
③	CASE VALVE & WELL

STATE OF MICHIGAN  
 LICENSED PROFESSIONAL SURVEYOR  
 ROBERT E. HORNVACK  
 No. 44286

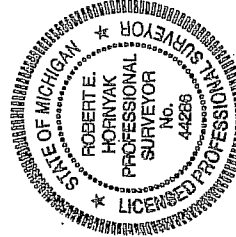
UTILITY PLAN (SOUTH)

**Agent & Associates Inc.**  
13509 WEST STAR DRIVE  
SHELBY TOWNSHIP, MI 48315  
PHONE (586) 254-9577 SHEET 11 OF 13

# ORCHARD RIDGE



NOTE:  
AVAILABLE BUILDING AREA ARE  
LIMITED BY BUILDING SETBACKS  
(SHOWN), EASEMENTS (NOT SHOWN),  
AND LOCAL ORDINANCES  
(NOT SHOWN).



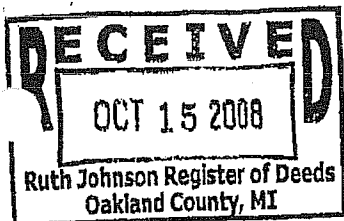
*Revised*

PROPOSED SEPTEMBER 19, 2005  
MUST BE BUILT

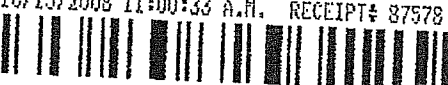


**Penn & Associates Inc.**  
6399 WEST STAR DRIVE #8315  
SHELLEY TOWNSHIP, MI 48315  
PHONE (366) 254-9577 SHEET 13 OF 13

## BUILDING SETBACKS (SOUTH)



**COPY**

185059  
LIBER 40659 PAGE 358  
\$16.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
10/15/2008 11:00:33 A.M. RECEIPT# 87578  


PAID RECORDED - OAKLAND COUNTY  
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

## FOURTH AMENDMENT TO THE

### ORCHARD RIDGE MASTER DEED

THIS AMENDMENT is made and executed by ORCHARD RIDGE CONDOMINIUM ASSOCIATION, a Michigan nonprofit corporation (the "Association"), whose post office address is P.O. Box 1000, Lake Orion, Michigan 48361, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

WHEREAS, the Association is the governing body of ORCHARD RIDGE CONDOMINIUM, being a duly recorded site condominium designated as Oakland County Subdivision Plan No. 1031, which is comprised of the following described property located in the Township of Oakland, Oakland County, Michigan, described as:

Part of the East 1/4 of Section 32, T. 4 N., R. 11 E., beginning at a point on the North line of said Section 32, located S 87°51'15" W, 60.00 ft. from the Northeast corner of said Section 32; thence S 02°08'29" E, 60.00 ft. along the West line of "Deer Creek Estates", an Oakland County Condominium Plan recorded in Liber 10448, page 834, Oakland County Records; thence along said West line of "Deer Creek Estates" the following three courses to wit: S 02°08'29" E, 320.00 ft., and S 19°55'25" E, 196.46 ft. To the East line of said Section 32, and S 02°08'29" E, along said Section line 1900.00 ft., to the East 1/4 corner of said Section 32 and the Southwest corner of said "Deer Creek Estates"; thence S 11°56'50" E, 1046.51 ft.; thence N 89°16'08" W, 1079.19 ft.; thence N 08°52'39" W., 1051.16 ft.; thence N 88°37'29" W., 281.83 ft.; thence N 03°34'45" W, 2323.65 ft. to the Southerly right-of-way line of Silver Bell Road; thence N 87°51'15" E., along said line 1302.51 ft. To the point of beginning, and containing 96.591 acres, more or less.

Parcel Identification Nos.: 10-32-200-011-NE 1/4  
10-32-400-005-SE 1/4

Which property is hereinafter described as the "Condominium Premises"; and

WHEREAS, the Master Deed for the Condominium Premises was recorded January 27, 1997, in Liber 16938 of Deeds, pages 892 through 959, inclusive, Oakland County Records, being Oakland County Subdivision Plan No. 1031; and

WHEREAS, the First Amendment to the Master Deed for the Condominium Premises was recorded March 12, 1997, in Liber 17050 of Deeds, pages 781 through 784, inclusive, Oakland County Records; and

WHEREAS, the Second Amendment to the Master Deed for the Condominium Premises was recorded March 20, 1997, in Liber 17073 of Deeds, pages 559 through 561, inclusive, Oakland County Records; and

WHEREAS, the Third Amendment to the Master Deed for the Condominium Premises was recorded February 14, 2006, in Liber 37108 of Deeds, pages 464 through 477, inclusive, Oakland County Records; and

WHEREAS, the Association, in accordance with ARTICLE XI of the Master Deed, as amended, hereby amends the Master Deed, effective for all purposes from and after the date of recording hereof.

## I

Association hereby amends ARTICLE III, Section 25, of the Bylaws attached as Exhibit A to the Master Deed, by deleting the original provisions thereof and replacing them in their entirety with the following:

**Section 25. Construction Regulations.** Construction activities are subject to the provisions described in these Bylaws and the Rules and Regulations. Once commenced, all construction activity shall be prosecuted and carried out with all reasonable diligence, and the exterior of all dwellings and structures must be completed as soon as practicable after construction commences and in any event within thirty (30) months after such commencement, except where such completion is impossible or would result in exceptional hardship due to strikes, fires, national emergencies or natural calamities. In the event construction is not commenced on a Unit within thirty (30) months after closing of the purchase of such Unit, the Association shall assess and collect from the Owner of such Unit a penalty in the amount of One Hundred Dollars (\$100.00) per day for each day, or portion thereof, during which construction is not commenced after expiration of the thirty (30) month commencement period.

## II

Association hereby amends Article III, Section 27, of the Bylaws attached as Exhibit A to the Master Deed, by deleting the original provisions thereof and replacing them in their entirety with the following:

**Section 27. Builder's Deposit and Agreement.** Prior to commencement of residential construction activities, the Owner shall provide that his or her general contractor or builder enters into an agreement with the Association whereby the general contractor or builder agrees to (i) maintain a dumpster on the construction site during the course of construction in a location approved by the Association; (ii) deposit all trash, garbage, scraps and other disposable items therein; (iii) to keep the construction site and adjacent roads in a neat and clean condition; (iv) to abide by all other construction regulations and (v) to post as security for his obligations a deposit in the amount of two thousand (\$2,000.00) dollars with the Association. This deposit will be returned, less any costs incurred by the Association if the builder fails to honor his obligations, upon completion of construction. In the event that the Association determines that the construction site and/or adjacent roads have not been maintained in accordance with the provisions of this section, the Association will notify the Owner in writing to provide the Owner five days within which to clean up the construction site and/or adjacent roads. If the Owner fails to accomplish the clean up within such time, the Association may then take action to have the construction site and/or adjacent roads cleaned, and utilize the aforementioned deposit to pay for the costs incurred.

## III

Association hereby amends Article III, Section 29, of the Bylaws attached as Exhibit A to the Master Deed, by deleting the original provisions thereof and replacing them in their entirety with the following:

**Section 29. Maintenance of Units Prior to Construction.** Each Unit purchaser shall have the obligation to keep his or her Unit in an attractive and pleasing condition in the interval prior to the construction of the residence. This obligation shall include the prompt removal of dead or diseased trees, and the prevention of correction of any unsightly or unkempt conditions which may negatively affect the beauty of the community. Without reducing the obligations of each Unit purchaser under these Bylaws and the Rules and Regulations, the Association shall cut the grass once a month on each Unit upon which construction has not commenced and assess and collect from the Owner of such Unit the costs incurred by the Association for such maintenance.

THIS AMENDMENT is made and executed this 10<sup>th</sup> day of October, 2008.

WITNESSES:

Dorothea Predohl  
Dorothea Predohl

ORCHARD RIDGE CONDOMINIUM ASSOCIATION,  
A Michigan nonprofit corporation

Paula K. Boehlke  
Paula K. Boehlke

By: Joseph J. Kowalczyk  
Joseph J. Kowalczyk, President

STATE OF MICHIGAN )  
                                  ) SS.  
COUNTY OF OAKLAND)

On this 10<sup>th</sup> day of October, 2008,, the foregoing Fourth Amendment to the Master Deed was acknowledged before me by Joseph J. Kowalczyk, President of Orchard Ridge Condominium Association, a Michigan nonprofit corporation, on behalf of said company, and who further acknowledged that the provisions of this instrument were duly adopted by said corporation in accordance with the Master Deed, as amended, as its free act and deed

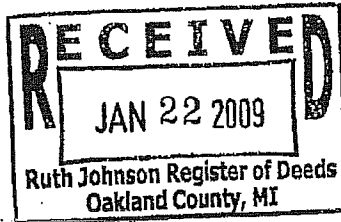
Renée S. Granken  
Notary Public, Oakland County, Michigan  
My commission expires: \_\_\_\_\_

Prepared by and when recorded  
return to:  
Donald E. Conley, Esq.  
McDonnell Conley PLC  
33 Bloomfield Hills Parkway, Suite 240  
Bloomfield Hills, MI 48304-2946

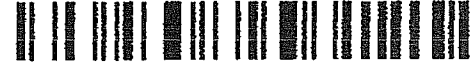
RENEE S. GRANKEN  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires August 27, 2012  
Acting in the County of OAKLAND



COPY



9762  
LIBER 40836 PAGE 188  
\$13.00 MISC RECORDING  
\$4.00 REMONUMENTATION  
01/22/2009 10:47:40 A.M. RECEIPT# 5159



PAID RECORDED - OAKLAND COUNTY  
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

## FIFTH AMENDMENT TO THE

### ORCHARD RIDGE MASTER DEED

THIS AMENDMENT is made and executed by ORCHARD RIDGE CONDOMINIUM ASSOCIATION, a Michigan nonprofit corporation (the "Association"), whose post office address is P.O. Box 1000, Lake Orion, Michigan 48361, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

WHEREAS, the Association is the governing body of ORCHARD RIDGE CONDOMINIUM, being a duly recorded site condominium designated as Oakland County Subdivision Plan No. 1031, which is comprised of the following described property located in the Township of Oakland, Oakland County, Michigan, described as:

Part of the East  $\frac{1}{4}$  of Section 32, T. 4 N., R. 11 E., beginning at a point on the North line of said Section 32, located S  $87^{\circ}51'15''$  W, 60.00 ft. from the Northeast corner of said Section 32; thence S  $02^{\circ}08'29''$  E, 60.00 ft. along the West line of "Deer Creek Estates", an Oakland County Condominium Plan recorded in Liber 10448, page 834, Oakland County Records; thence along said West line of "Deer Creek Estates" the following three courses to wit: S  $02^{\circ}08'29''$  E, 320.00 ft., and S  $19^{\circ}55'25''$  E, 196.46 ft. To the East line of said Section 32, and S  $02^{\circ}08'29''$  E, along said Section line 1900.00 ft., to the East  $\frac{1}{4}$  corner of said Section 32 and the Southwest corner of said "Deer Creek Estates"; thence S  $11^{\circ}56'50''$  E, 1046.51 ft.; thence N  $89^{\circ}16'08''$  W, 1079.19 ft.; thence N  $08^{\circ}52'39''$  W., 1051.16 ft.; thence N  $88^{\circ}37'29''$  W., 281.83 ft.; thence N  $03^{\circ}34'45''$  W, 2323.65 ft. to the Southerly right-of-way line of Silver Bell Road; thence N  $87^{\circ}51'15''$  E., along said line 1302.51 ft. To the point of beginning, and containing 96.591 acres, more or less.

Parcel Identification Nos.: 10-32-226-000 *Ext*

Which property is hereinafter described as the "Condominium Premises"; and

WHEREAS, the Master Deed for the Condominium Premises was recorded January 27, 1997, in Liber 16938 of Deeds, pages 892 through 959, inclusive, Oakland County Records, being Oakland County Subdivision Plan No. 1031; and

WHEREAS, the First Amendment to the Master Deed for the Condominium Premises was recorded March 12, 1997, in Liber 17050 of Deeds, pages 781 through 784, inclusive, Oakland County Records; and

WHEREAS, the Second Amendment to the Master Deed for the Condominium Premises was recorded March 20, 1997, in Liber 17073 of Deeds, pages 559 through 561, inclusive, Oakland County Records; and

WHEREAS, the Third Amendment to the Master Deed for the Condominium Premises was recorded February 14, 2006, in Liber 37108 of Deeds, pages 464 through 477, inclusive, Oakland County Records; and

WHEREAS, the Fourth Amendment to the Master Deed for the Condominium Premises was recorded October 15, 2008, in Liber 40659 of Deeds, pages 358 through 360, inclusive, Oakland County Records; and

WHEREAS, the Association, in accordance with ARTICLE XI of the Master Deed, as amended, hereby amends the Master Deed, effective for all purposes from and after the date of recording hereof.

I

Association hereby amends ARTICLE III, Section 25, of the Bylaws attached as Exhibit A to the Master Deed, by deleting the original provisions thereof and replacing them in their entirety with the following:

**Section 25. Construction Regulations.** Construction activities are subject to the provisions described in these Bylaws and the Rules and Regulations. Once commenced, all construction activity shall be prosecuted and carried out with all reasonable diligence, and the exterior of all dwellings and structures must be completed as soon as practicable after construction commences and in any event within thirty (30) months after such commencement, except where such completion is impossible or would result in exceptional hardship due to strikes, fires, national emergencies or natural calamities. In the event construction is not commenced on a Unit within thirty (30) months after closing of the purchase of such Unit, the Association shall assess and collect from the Owner of such Unit a penalty in the amount of One Hundred Dollars (\$100.00) per day for each day, or portion thereof, during which construction is not commenced after expiration of the thirty (30) month commencement period. In the event construction is not completed on a Unit within thirty (30) months after commencement of construction, except where such completion is impossible or would result in exceptional hardship due to strikes, fires, national emergencies or natural calamities, the Association shall assess and collect from the Owner of such Unit a penalty in the amount of One Hundred Dollars (\$100.00) per day for each day, or portion thereof, during which construction is not completed after expiration of the thirty (30) month period after commencement of construction.

THIS AMENDMENT is made and executed this 22 day of December, 2008.

WITNESSES:

Dorothea Predohl  
Dorothea Predohl

ORCHARD RIDGE CONDOMINIUM ASSOCIATION,  
A Michigan nonprofit corporation

Renée S. Granter  
RENEE S. GRANTER

By: Joseph J. Kowalczyk  
Joseph J. Kowalczyk, President

STATE OF MICHIGAN )  
                                  ) SS.  
COUNTY OF OAKLAND)

On this 22 day of December, 2008, the foregoing Fifth Amendment to the Master Deed was acknowledged before me by Joseph J. Kowalczyk, President of Orchard Ridge Condominium Association, a Michigan nonprofit corporation, on behalf of said company, and who further acknowledged that the provisions of this instrument were duly adopted by said corporation in accordance with the Master Deed, as amended, as its free act and deed

Paula K. Ziehlke  
Notary Public, Oakland County, Michigan (Acting In)  
My commission expires: August 29, 2011

Prepared by and when recorded  
return to:  
Donald E. Conley, Esq.  
McDonnell Conley PLC  
33 Bloomfield Hills Parkway, Suite 240  
Bloomfield Hills, MI 48304-2946

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08/20/2013 03:26:39 P.M. RECEIPT# 117517  
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LISA BROWN, CLERK/REGISTER OF DEEDS

**SIXTH AMENDMENT TO THE MASTER DEED OF  
ORCHARD RIDGE**

THIS SIXTH AMENDMENT TO THE MASTER DEED is made and executed on this 15<sup>th</sup> day of August, 2013, Orchard Ridge Condominium Association, a Michigan nonprofit corporation (the "Association"), whose office is located at 3080 Orchard Lake Road, Suite J, Keego Harbor, MI 48320, 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 "Condominium Act."

**WITNESSETH:**

A. The Association, the nonprofit corporation organized for the administration and management of Orchard Ridge, a condominium project established pursuant to the Master Deed thereof recorded in Liber 16938, Page 892 et seq., together with the First Amendment recorded in Liber 17050, Page 781 et seq., Second Amendment recorded in Liber 17073, Page 559 et seq., Third Amendment recorded in Liber 37108, Page 464 et seq., Fourth Amendment recorded in Liber 40659, Page 360 et seq., and Fifth Amendment recorded in Liber 40836, Page 188 et seq., Oakland County Records (as amended, the "Master Deed"), and known as Oakland County Condominium Subdivision Plan No. 1031, desires to amend the Master Deed and the Condominium Bylaws, Exhibit A to the Master Deed (the "Condominium Bylaws"), pursuant to the authority granted by Section 90 of the Condominium Act (MCL §559.190) and Article XI of the Master Deed for the purpose of amending various provisions of the Master Deed and Condominium Bylaws as approved by the Co-owners.

B. This Amendment shall neither enlarge the common elements of the existing Condominium nor alter the existing percentages of value in the Condominium.

C. The Master Deed shall be amended upon recording with the Register of Deeds for Oakland County as required by Section 73 of the Condominium Act (MCL §559.173).

NOW THEREFORE, the following changes are hereby made to the Master Deed and Condominium Bylaws:

10-32-226-000-ent

## **Article I of Amendment**

Article VII, Section 1 of the Master Deed shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety.

## **Article II of Amendment**

Article VIII, Sections 2, 3, 4, 5 and 6 of the Master Deed shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in their entirety and replaced with the following new Sections 2, 3, 4, 5 and 6, respectively:

### ***Section 2. Easements Retained by Association.***

**A. Roadway Easements.** *The Association reserves the right at any time during the Sales and Development Period to install temporary construction roadways and accesses over the Common Elements in order to gain access to the Project or portions of the Project from a public road.*

**B. Utility Easements.** *The Association reserves the right at any time during the Sales and Development Period, and the Association shall have the right thereafter, to grant easements for utilities, including storm drainage and retention, 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 Association without the consent of any Owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records. All of the Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.*

**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.*

**Section 4. Association Easements for Maintenance, Repair and Replacement.** *The Association, all public agencies and 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, replacement or upkeep which they 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. There shall be a permanent easement in favor of*

*the Association for the maintenance and repair of the Common Elements and Common Improvements.*

**Section 5. Easement for Takeover and Maintenance.** *While it is intended that each Owner shall be solely responsible for the performance and costs of all maintenance, repair, replacement and decoration of the residence and all other improvements located within his Unit, it is nevertheless a matter of concern that an Owner may fail to properly maintain the exterior of the residence and improvements within his Unit in a proper manner and in accordance with the standards set forth in the Bylaws and all Rules and Regulations of the Association. Therefore, in the event an Owner fails, as required by this Master Deed or the Bylaws, to properly and adequately maintain, decorate, repair, replace or otherwise keep his residence or any associated improvements, the Association shall have the right, and all necessary easements in furtherance thereof (but not the obligation) to take whatever action or actions it deems necessary to so maintain, decorate, repair or replace the residence or its appurtenances, all at the expense of the Owner of the Unit. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities which are required, in the first instance to be borne by any Owner, shall be assessed against such Owner and shall be due and payable with his regular assessment next falling due, except that the Board of Directors shall have the right to levy against the Owner a special assessment for such expenses. Further, the lien for non-payment 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 6. Telecommunications Agreements.** *The Association, acting through its duly constituted Board of Directors 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 the sharing of any installation or period 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 of 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 provisions 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 III of Amendment**

Article X of the Master Deed shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety and replace with the following Article X:

*The Association may, in its sole discretion, construct recreational facilities in any portion of the Condominium including, but not limited to, swimming pool, tennis courts, park areas, walking trails, or other related amenities (hereinafter called the "Recreational Facilities"). If the Association elects to pay the entire construction costs thereof, then all existing Owners and all future Owners in Orchard Ridge shall thereafter contribute to the maintenance, repair and replacement of the Recreational Facilities as an expense of the administration of the Condominium, but no existing Owner shall be separately responsible to reimburse the Association for any portion of the costs of construction. If the Association desires to build such Recreational Facilities but does not wish to pay the entire cost thereof, it may communicate such desire to the then-existing Owners with a request that the Owners vote upon the question of reimbursement. If two thirds (2/3) of the then-existing Owners vote in favor of construction of Recreational Facilities and reimbursement of the Association for each Owner's pro rata share of construction costs, then such determination shall be binding upon all Owners regardless of whether they voted for or against the proposal. In such event, the pro rata share of construction costs for which each Owner is liable shall be calculated by multiplying the construction costs of the Recreational Facilities by a fraction, the numerator of which is one and the denominator of which is the number of all completed Units which ultimately become entitled to use such Recreational Facilities. This paragraph is intended to make it possible to construct Recreational Facilities in the future if the Association so elects, or if, under the specified circumstances discussed above, two thirds of the then-existing Owners agree to such addition. The Association has no obligation to construct any Recreational Facilities except pursuant to its discretionary election to do so and subject to any voting requirements prescribed above, if applicable. Final determination of the design, layout and location of the Recreational Facilities, if constructed, will be at the sole discretion of the Association. The cost of construction if borne by the Owners shall be a special assessment as defined in Article VIII, Section 2 of the Bylaws.*

### **Article IV of Amendment**

Article XI, Sections 3 and 5 of the Master Deed shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in their entirety.

### **Article V of Amendment**

Article XIII of the Master Deed shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety.

## **Article VI of Amendment**

Article II, Section 1 of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be amended to replace all references to "Developer" with "the Association."

## **Article VII of Amendment**

Article II, Section 2 of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety and replaced with the following Section 2:

***Section 2. Time Limit for Submittals and Commencement of Construction.***  
*Within two years from the date of closing on a homesite, the Owner shall apply for Preliminary Approval of plans and specifications for construction of a residence. Within ninety (90) days of receiving Preliminary Approval from the Association, the Owner shall apply for Final Approval to construct a residence. Within ninety (90) days of receiving Final Approval from the Association, the Owner shall commence construction of the residence. In the event the Owner fails to commence construction of the residence in accordance with these time limits, the Owner shall provide a written explanation to the Association as to the reason for the delay and request an extension. In the event the extension is not granted by the Association, the Association shall have the right (but not the obligation) to repurchase the defaulting Owner's Unit for the purchase price equal to ninety percent (90%) of the Owner's purchase price for the Unit (the "Default Price").*

## **Article VIII of Amendment**

Article III, Section 1 of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety and replaced with the following Section 1:

***Section 1. Residential Use.***  
*Units in Orchard Ridge shall be used only for single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use. No building of any kind shall be erected within a Unit except approved private single-family residences and ancillary structures. Only one residence may be constructed within any Unit. Each residence must include an attached garage. Garages may be of sufficient depth to hold up to a maximum of eight cars.*

## **Article IX of Amendment**

Article III, Sections 2, 15, 17, 18, 20, 27, 30, 31, 35 and 38 of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be amended to replace all references to "Developer" with "the Association."

### **Article X of Amendment**

Article III, Section 42 of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety and replaced with the following Section 42:

***Section 42. Relocation of Unit Boundaries.** No Owner shall cause his Unit to be subdivided, consolidated with any other Unit, or otherwise modified by the relocation of Unit boundaries without the written approval of the Association. All requests for subdivision, consolidation or modification shall be submitted in writing together with all necessary plans, surveys and other pertinent information. Requests for modification of Unit boundaries shall be evaluated on the expected beneficial or adverse impact on the community. Approvals are subject to all applicable governmental regulations and the requirements of Article VII of the Master Deed.*

### **Article XI of Amendment**

Article III, Section 4 of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety and replaced with the following Section 4:

***Section 4. Minimum Size.** Each residence must have a minimum livable floor area of 5,500 square feet with a porte-cochere mandatory. For the purposes of this paragraph, porte-cochere, garages, patios, decks, open porches, terraces, lower level, bonus rooms and like areas shall be excluded in determining the livable floor area. However, a home theater above the porte-cochere or garage shall be considered as part of the required 5,500 square feet as long as the area of the remaining residence does not fall below 5,000 square feet. The minimum width of the home must be 150'.*

### **Article XII of Amendment**

Article III, Sections 7, 8 and 9 of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety and replaced with the following Sections 7, 8 and 9:

***Section 7. Landscaping.** As part of the Architectural Approval process for a new residence, landscape plans must be submitted according to the provisions of the Landscaping Guidelines and Architectural Approval Process as described in the Rules and Regulations. Each residence and surrounding yard areas must be landscaped within sixty (60) days after issuance of a certificate of occupancy by Oakland Township. Any material changes in excess of \$10,000 to the original approved landscaping (whenever it may occur) must be approved by the Association prior to changes/installation.*

***Section 8. Roofing Materials.** Roofs shall be constructed of cedar shakes, cedar shingles, and cementitious tile, slate or high quality dimensional asphalt shingle with*



*design, color and material approved by the Association. White or light-colored roofs are not permitted.*

**Section 9. Roof Pitch.** *No single-level flat roofs shall be permitted on the entire main body of any dwelling, building or other structure, including outbuildings. Flat roofs may be installed over Florida rooms, porches or patios if they are architecturally compatible with the residence, but only if the same are approved by the Association. The pitch of any proposed roof shall be depicted on plans submitted to the Association and the degree of pitch acceptable shall be at the Association's discretion.*

### **Article XIII of Amendment**

Article III, Section 12 of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety and replaced with the following Section 12:

**Section 12. Chimneys.** *All chimneys shall be constructed of brick or natural stone on a concrete foundation with a clay flue lining. Wood frame chimneys are allowed as long as they are on a foundation or structurally supported to be surfaced with full masonry material. No panel brick, imitation stone or material of any kind will be allowed. Non-masonry material may be used if it is in keeping with the design of the house and approved by the board. Metal flues may be used as long as the caps are masonry, architectural copper caps or approved by the board. No metal flashing to be seen on top of chimney caps. Each chimney top shall be designed to uniquely complement the individual architecture of its residence and shall be different than the chimney design on any other residence.*

### **Article XIV of Amendment**

Article III, Section 16 of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety.

### **Article XV of Amendment**

Article III, Section 22 of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety and replaced with the following Section 22:

**Section 22. Walls.** *No wall or hedge of any kind shall be erected or maintained on any Unit without the prior written authorization of the Association. Fences are strictly prohibited. Walls are strongly discouraged and will only be considered in unusual circumstances. Invisible fencing for the protection of pets is allowed subject to approval of the Association. Pool fences as required by law will be approved as part of the landscape plan.*

### **Article XVI of Amendment**

Article III, Section 25 of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety and replaced with the following Section 25:

***Section 25. Construction Regulations.** Construction activities are subject to the provisions described in these Bylaws and the Rules and Regulations. Once commenced, all construction activity shall be prosecuted and carried out with all reasonable diligence, and the exterior of all dwellings and structures must be completed as soon as practicable after construction commences and in any event within thirty (30) months after such commencement, except where such completion is impossible or would result in exceptional hardship due to strikes, fires, national emergencies or natural calamities. In the event construction is not commenced on a Unit within thirty (30) months after closing of the purchase of such Unit the Owner shall provide a written explanation to the Association as to the reason for the delay and request an extension. In the event construction is not completed on a Unit within thirty (30) months after commencement of construction, except where such completion is impossible or would result in exceptional hardship due to strikes, fires, national emergencies or natural calamities, the Association shall assess and collect from the Owner of such Unit a penalty in the amount of Two Hundred and Fifty Dollars (\$250.00) per day for each day, or portion thereof, during which construction is not completed after expiration of the thirty (30) month period after commencement of construction.*

### **Article XVII of Amendment**

Article III, Section 28 of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety and replaced with the following Section 28:

***Section 28. Homesite Maintenance.** Each homesite and all improvements thereon, including without limitation the residence, landscaping, lawns, walks, drives, patios, decks, swimming pools and docks, shall be maintained in first class and attractive condition. Lawns shall be fertilized on a regular basis, kept neatly trimmed and free of weeds, and irrigated during dry periods. All landscaped areas must have an irrigation system. These sprinklers must be operational at all times during the irrigation season. Lawn maintenance services by outside contractors shall be performed only between the hours of 8:00 a.m. to 6:00 p.m., Monday through Saturday.*

### **Article XVIII of Amendment**

Article III, Section 29 of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety and replaced with the following Section 29:

**Section 29. Owner Maintenance of Unit and Limited Common Elements.** *Each Owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, the telephone, water, gas, plumbing, electrical, cable TV or other utility conduits and systems and any other Common Elements which are appurtenant to or which may affect any other Unit. Each Owner shall be responsible for damages or costs to the Association resulting from damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, or by casualties and occurrences, whether or not resulting from Owner negligence, involving items or Common Elements which are the responsibility of the Owner to maintain, repair and replace, unless such damages or costs are covered by insurance carried by the Association, in which case there shall be no responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Owner. Each individual Owner shall indemnify the Association and all other Owners against such damages and costs, including attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Owner. The Owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement. Without reducing the obligations of each Unit purchaser under these Bylaws and the Rules and Regulations, the Association shall cut the grass once a month on each Unit upon which construction has not commenced and assess and collect from the Owner of such Unit the costs incurred by the Association for such maintenance.*

#### **Article XIX of Amendment**

Article III, Section 34 of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety and replaced with the following Section 34:

**Section 34. Dog Runs.** *Dog kennels, runs, or other enclosures are strictly prohibited.*

#### **Article XX of Amendment**

Article III, Section 36 of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety and replaced with the following Section 36:

**Section 36. Trash Removal.** *Trash shall be stored out of sight in standard receptacles specified by the Association and placed at the curb for trash pickup no sooner than the evening before the collection day. Owners shall have the option to contract with a single company selected by the Association in order to obtain a better*

*rate and limit trash collection to a single day per week. Trash receptacles shall be removed as soon as possible after trash collection.*

#### **Article XXI of Amendment**

Article III, Section 39 of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety and replaced with the following Section 39:

***Section 39. Advertising.** No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association and, except as follows: During the construction of a dwelling, the Association may permit one sign to be erected on the Unit so as to identify the Unit number, the name of the builder and the address of the Unit. The size, location, color and content of any sign permitted by the Association shall be as specified by the Association. In addition, two signs are allowed at the entrance (east and west sides) to identify the property. Also, the Developer is allowed up to three signs on unsold lots within the development.*

#### **Article XXII of Amendment**

Article IV, Section 1 of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety and replaced with the following Section 1:

***Section 1. Prior Approval by the Association.** During the Development and Sales Period, no buildings, walls, retaining walls, 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 planting or landscaping modifications be made, until plans and specifications, acceptable to the Association, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of the structure or improvement and the grading or landscaping plan of the area to be affected, shall have been submitted to and approved in writing by the Association, its successors or assigns, and a copy of said plans and specifications, as finally approved, deposited permanently with the Association. Fences are strictly prohibited. The Association 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 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 Owners.*

### **Article XXIII of Amendment**

Article IV, Sections 2, 5, and 6 of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be amended to replace all references to "Developer" with "the Association."

### **Article XXIV of Amendment**

Article IV, Section 7 of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety and replaced with the following Section 7:

*Section 7. Standard for the Association'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 Association, the Association intends to ensure that the dwellings and other features embodied or reflected therein meet the requirements set forth in the Condominium Documents; however, the Association reserves the right to waive or modify such restrictions or requirements pursuant to Section 2 of this Article. In addition to ensuring that all dwellings comply with the requirements and restrictions of the Condominium Documents, the Association 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 Association in its sole discretion may determine appropriate or pertinent. The Association currently intends to take into account the design goals for the Condominium in passing upon plans, designs, drawings, specifications and other submissions. In no event shall 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, walls, or other structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. In no event shall any party have the right to impose liability on, or otherwise contest judicially, the Association or any other person for any decision of the Association (or alleged failure of the Association to make a decision) relative to the approval or disapproval of a structure or any aspect or other matter as to which the Association reserves the right to approve or waive under the Master Deed. The approval of the Association of a building, structure, improvement or other matter shall not be construed as a representation or warranty that the structure or matter is properly designed or that it is in conformity with the ordinances or other requirements of Oakland 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.*

### **Article XXV of Amendment**

Article IV, Section 3 of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be amended to delete the words

“model units” from the second sentence.

#### **Article XXVI of Amendment**

Article IV, Section 4 of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety and replaced with the following Section 4:

*Section 4. Enforcement of Bylaws. The Association, through the approved property management company, shall have the responsibility and the obligation to enforce the provisions contained in these Bylaws including the Restrictions set forth in Article III. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Owners and all persons having an interest in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any person to whom he may assign this right, at his option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Sales and Development Period which right of enforcement shall include (without limitation) an action to restrain the Association or any Owner from any activity prohibited by these Bylaws.*

#### **Article XXVII of Amendment**

Article V, Section 2(3)(c) of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be amended to delete the words “if it is under the control of the Developer.”

#### **Article XXVIII of Amendment**

The Condominium Bylaws contain two articles entitled Article VII. The first Article VII of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be amended to be entitled Article VI.

#### **Article XXIX of Amendment**

Article VII, Section 1 of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be amended to delete the words “the Developer or” from the first sentence.

### **Article XXX of Amendment**

Article VII, Section 1(A) of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be amended to delete the words "the Developer and."

### **Article XXXI of Amendment**

Article VII, Section 3 of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety and replaced with the following Section 3:

*Section 3. Responsibilities of Owners. Each Owner shall be responsible for obtaining all risk insurance coverage with respect to the building and all other improvements constructed or to be constructed within the perimeter of the Owner's Condominium Unit and for personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. Prior to the construction of a residence, each Owner shall obtain all peril builder's risk and public liability insurance and maintain such in full force and effect during the construction period. Each Owner also shall be obligated to obtain insurance coverage for Owner's personal liability for occurrences within the perimeter of the Owner's Unit (naming the Association as an additional insured), and also any other personal insurance coverage that the Owner wishes to carry.*

### **Article XXXII of Amendment**

Article VIII, Section 7 of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety.

### **Article XXXIII of Amendment**

Article XII, Section 2 of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety.

### **Article XXXIV of Amendment**

Article XIII of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety.

### **Article XXXV of Amendment**

Article XIX, Section 4 of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety.

**Article XXXVI of Amendment**

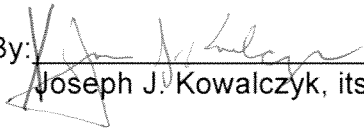
In all other respects, the Master Deed of Orchard Ridge, including the Condominium Bylaws attached thereto as Exhibit A, and Condominium Subdivision Plan attached thereto as Exhibit B, are hereby ratified and confirmed.

[SIGNATURE ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the Association has caused this Amendment to be executed the day and year first above written.


Orchard Ridge Condominium Association,  
a Michigan nonprofit corporation

By:   
Joseph J. Kowalczyk, its President

STATE OF MICHIGAN     )  
  )ss  
COUNTY OF OAKLAND    )

On this 15<sup>th</sup> day of August, 2013, the foregoing Sixth Amendment to the Master Deed of Orchard Ridge was acknowledged before me by Joseph J. Kowalczyk, the President of Orchard Ridge Condominium Association, a Michigan nonprofit corporation, on behalf of and by authority of the Association.

RENEE SUSAN GRANKEN  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Aug 27, 2018  
ACTING IN COUNTY OF OAKLAND

  
**RENEE SUSAN GRANKEN**, Notary Public  
\_\_\_\_\_, County, Michigan  
Acting in \_\_\_\_\_, County, MI  
My Commission expires:

**Drafted by and when recorded return to:**  
John F. Calvin  
Makower Abbate PLLC  
30140 Orchard Lake Rd.  
Farmington Hills, Michigan 48334

**CERTIFICATION**

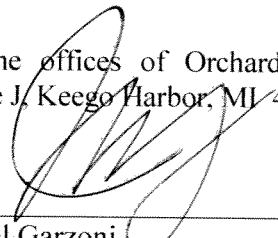
STATE OF MICHIGAN                    )  
  )SS  
COUNTY OF OAKLAND                )

I, Michael Garzoni, being first duly sworn, depose and state as follows:


That I am the managing agent for Orchard Ridge Condominium Association, the corporation named in and which executed the Sixth Amendment to the Master Deed of Orchard Ridge.

That the Sixth Amendment to the Master Deed of Orchard Ridge was submitted to all Co-owners of Units in Orchard Ridge for the purpose of voting thereon, and that said Co-owners approved said documents by a vote of more than two-thirds of all Co-owners entitled to vote.

That the records of said consents are maintained at the offices of Orchard Ridge Condominium Association at 3080 Orchard Lake Road, Suite J, Keego Harbor, MI 48320.

  
\_\_\_\_\_  
Michael Garzoni

Acknowledged, subscribed and sworn to before  
me this 19<sup>th</sup> day of August, 2013.

  
\_\_\_\_\_  
Tina M. Sigler Notary Public  
Oakland County, Michigan  
Acting in Oakland County  
My Commission Expires:

