

**PURCHASER INFORMATION BOOKLET
FOR
FOX RIDGE II OF HARTLAND CONDOMINIUM**

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INFORMATION STATEMENT

**DISCLOSURE STATEMENT
for
FOX RIDGE II OF HARTLAND**

**A Residential Condominium Project
located in
Hartland Township, Michigan**

FOX RIDGE II OF HARTLAND is a forty (40) unit residential condominium located in the Township of Hartland, Livingston County, Michigan. Fox Ridge Homes, L.L.C., a Michigan limited liability company is the developer of the Condominium Project (the "Developer"). The Developer has reserved the right, in its sole discretion, to expand the Condominium Project by adding additional land and creating up to one hundred and eight (108) additional Units as described in Part III of this Disclosure Statement for a maximum total number of one hundred and forty-eight (148) Units in the Condominium Project. (As described in Part III of this Disclosure Statement, the Developer may amend the Master Deed to increase the total number of units in the Condominium Project to a greater number of Units than 148.) The Developer's right to expand the Project will expire six (6) years after the date of recording of the Master Deed. Fox Ridge II of Hartland is part of a larger development that comprises an adjacent condominium known as "Fox Ridge I of Hartland", along with the lands that may be added to both condominium developments. To govern the common affairs of Fox Ridge I of Hartland and the Condominium Project, the Developer has established the Fox Ridge of Hartland Community Association (the "Community Association"). The Community Association is responsible for administering, maintaining, repairing and replacing certain facilities that are shared by the owners and residents of both Fox Ridge II of Hartland and Fox Ridge I of Hartland or that affect both developments.

THIS DISCLOSURE STATEMENT IS NOT REQUIRED TO HAVE BEEN, AND HAS NOT BEEN FILED WITH THE BUREAU OF COMMERCIAL SERVICES OF THE MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES, 6546 MERCANTILE WAY, LANSING, MICHIGAN 48913, NOR HAS THE DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES UNDERTAKEN TO PASS ON THE VALUE OR MERITS OF THE CONDOMINIUM PROJECT OR TO MAKE ANY RECOMMENDATIONS OR COMMENTS ON THE CONDOMINIUM PROJECT.

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

ANY PURCHASER HAVING QUESTIONS PERTAINING TO THE LEGAL ASPECTS OF THE CONDOMINIUM PROJECT IS ADVISED TO CONSULT HIS OR HER OWN LAWYER OR OTHER PROFESSIONAL ADVISOR PRIOR TO PURCHASING A CONDOMINIUM UNIT.

Developer: Fox Ridge Homes, L.L.C.,
a Michigan limited liability company
41050 Vincent Court
Novi, Michigan 48375

Effective Date: May 20, 2005

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EXHIBIT "A"

DISCLOSURE STATEMENT

FOR

FOX RIDGE II OF HARTLAND

I. INTRODUCTION.

Under Michigan law, the Developer of a condominium project must fairly and accurately disclose to prospective purchasers the characteristics of the condominium units which it offers for sale. The required disclosure is made by furnishing each purchaser with a Disclosure Statement in a form which summarizes the significant features of the development and copies of the legal documents required for the creation and operation of the condominium. In the following pages, Fox Ridge Homes, L.L.C., a Michigan limited liability company, which is the Developer of FOX RIDGE II OF HARTLAND ("Condominium" or "Condominium Project"), presents its Disclosure Statement containing the required narrative summary. This Disclosure Statement, along with the legal documents referred to above, constitutes the only authorized description of FOX RIDGE II OF HARTLAND, and none of the Developer's sales agents or other representatives are permitted to vary their terms. To the extent any sales or promotional literature varies from this Disclosure Statement, only the contents of this Disclosure Statement will be binding on Developer.

II. THE CONDOMINIUM CONCEPT.

"Condominium" is a form of property ownership. A condominium unit has the same legal attributes as any other form of real estate under Michigan law and may be sold, mortgaged or leased, subject only to such restrictions as are contained in the condominium documents. Creation of a condominium project occurs pursuant to statute. FOX RIDGE II OF HARTLAND is established and governed under Act 59 of the Michigan Public Acts of 1978, as amended (the "Condominium Act"). A condominium project is established by recording a Master Deed in the office of the Register of Deeds for the county in which the condominium project is located.

Each owner of a condominium unit ("Unit") owns a portion of a building which comprises his residence and is one of a number of mutual owners of common facilities (the "common elements") which service his and other Units. Each purchaser of a condominium Unit receives an individual deed to his or her Unit. The Unit and the common elements (which are legally inseparable from the Unit) are described generally in the Master Deed, and the Unit boundaries are shown in the Condominium Subdivision Plan attached thereto, subject to such modification or correction as is permitted by statute and by the condominium documents. All portions of the Condominium Project not included within the Units constitute the common elements and are owned by all co-owners ("Co-owners") in undivided proportions equal to the percentages of value attributable to each Unit as set forth in the Master Deed. Limited common elements are those common elements which are set aside for the use of less than all Unit Co-owners.

The relatively close proximity of residents dictates that certain restrictions and obligations be imposed on each resident and unit for the mutual benefit of all Co-owners. Such restrictions and obligations are contained in the By-Laws which are recorded as part of the Master Deed. All

of the condominium documents are prepared with the goal of allowing each co-owner a maximum amount of individual freedom and discretion without allowing any one co-owner to infringe upon the rights and interests of the group at large. All Co-owners and residents must be familiar with and abide by such documents if a condominium project is to be an enjoyable place to live.

The management and administration of a condominium project is the responsibility of the Condominium Association, which is a non-profit corporation of which all Co-owners automatically are members. One of the primary tasks of the Board of Directors of any Condominium Association is to enforce the provision requiring each co-owner to pay monthly assessments to the Association to meet the expenses of administration of the Condominium Project. Pursuant to the provisions of Michigan law and the condominium documents, such assessments constitute a lien against the co-owner's Unit, and in the event a co-owner fails to pay the monthly assessments attributable to his Unit, the Board of Directors may ultimately cause the lien to be foreclosed. The Board of Directors is also obligated to enforce the other provisions of the condominium documents and is given broad remedial rights in the event such provisions are violated, including the right to sue for money damages and for injunctive relief.

The foregoing is a general statement of the operational characteristics of Fox Ridge II of Hartland and is common to most residential condominium projects. Each purchaser is urged to carefully review all of the documents contained in the Fox Ridge II of Hartland Purchaser Information Booklet, as well as any other documents that have been delivered to the purchaser in connection with this development. Purchasers with questions pertaining to the legal aspects of the Condominium Project are advised to consult with their own lawyer or other professional advisor.

III. DESCRIPTION OF THE CONDOMINIUM PROJECT.

A. Size, Scope and Physical Characteristics of the Project. Fox Ridge II of Hartland is a forty (40) unit "attached" residential condominium project located in the Township of Hartland, Livingston County, Michigan.

The Units to be constructed are attached condominium Units that will be located in seven (7) buildings with Buildings 1 through 6 containing six (6) Units each and Building 7 containing four (4) Units. As of the effective date of this Disclosure Statement, only Building 2 comprising Units 7 through 12 is designated as "Must Be Built" on the Condominium Subdivision Plan attached as Exhibit B to the Master Deed of the Condominium Project. Access to each Unit is gained through its own entranceway and each Unit will include an attached two-car garage.

The Developer has reserved the right to expand the Condominium Project in Article X of the Master Deed to add all or portions of two parcels of land (the "Future Expansion Area") that include an 18.42-acre parcel referred to in the Master Deed as the "Future Expandable Area North" and a 9.87-acre parcel referred to as the "Future Expandable Area South". (The "Future Expandable Area South" comprises a portion of Fox Ridge I of Hartland, which is a contractible condominium, and the land that may be added to Fox Ridge I.) According to Article X of the Master Deed, the maximum number of additional Units that may be included in the

Condominium Project, as expanded, is 108 for a maximum total number of 148 Units. Because all 108 of the additional Units are currently planned to be established within the "Future Expandable Area North", the Developer intends to amend the Master Deed in the very near future to provide for the establishment of not more than 72 additional Units within the "Future Expandable Area South", with the maximum total number of Units that may be established in the Condominium Project being increased to 220, subject to Hartland Township=s prior approval of the amendment to the Master Deed.

The expansion of the Condominium Project as permitted by the Master Deed and any amendment to that document will be accomplished by the recording of one or more additional amendments to the Master Deed, which the Developer has the right to do without obtaining the consent of any Co-owner or any Co-owner=s mortgaged. The Developer has no obligation whatsoever to expand the Condominium Project and may, pursuant to Article XI of the Master Deed, reduce the size and number of Units in the Condominium Project by deleting one or more buildings containing unsold Units and the related land from the Condominium Project

B. Utilities. Fox Ridge II of Hartland is served by public water, sanitary sewers, storm sewers, gas, electric and telephone service.

(1) Gas service is furnished by Consumers Energy Co.

(2) Electricity is furnished by DTE Energy.

(3) Telephone service is provided by SBC.

(4) All utilities, except for water and utilities provided to service the common elements, will be separately metered for payment by the individual Unit owners.

(5) Water furnished to the individual units as well as the common elements, such as for irrigation of the general common elements and fire suppression, will be commonly metered and billed directly to the Association.

(6) The sanitary sewer and water mains are owned, operated and maintained by the public authority with jurisdiction over them. Each Co-owner is responsible for maintaining and repairing sanitary sewer and water leads from the point of connection to or entry into his or her Unit and inward.

Note: As indicated below in paragraph (12) of Subpart E (Easements), sanitary sewer service to the Condominium Project and the adjacent condominium known as "Fox Ridge I of Hartland" is being provided through the establishment of a special assessment district by Hartland Township that includes the Condominium Project and Fox Ridge I of Hartland. Pursuant to a contract entered into by the Developer and Hartland Township, the special assessment program that is being used to finance the extension of the sanitary sewer service to include the Condominium Project and Fox Ridge I of Hartland may involve the conveyance of the sanitary sewer system to Livingston County in accordance with Michigan Public Act 185 of 1957, as amended (MCLA ' 123.731, et. seq.). The Co-owners of individual units in both the

Condominium Project and Fox Ridge I of Hartland shall be responsible for the prompt payment of such special assessment installments as may be properly charged to their Unit by Hartland Township or Livingston County to the extent such installments are not paid by the Developer.

(7) Cable television service is generally available in the Township of Hartland from the local franchisee, Comcast. The cable wiring has been (or will be) installed in the Project, but the system may have not yet been activated by Comcast. The Developer has no control over when cable service is activated, and the Developer cannot guarantee any specific activation date because the decision is not within its control.

C. Roads. The internal roads in Fox Ridge II of Hartland are intended to be private roads that will comprise general common elements of the Condominium Project. Pursuant to the Master Deed and the Declaration of Covenants, Conditions and Restrictions for the Fox Ridge Community Association (the "Community Association Declaration") described in the Master Deed, the Fox Ridge of Hartland Community Association bears responsibility for maintaining, repairing and replacing the roads, sidewalks and pathways constructed in both the Condominium Project and Fox Ridge I of Hartland, including snow removal. As indicated on the Condominium Subdivision Plan attached as Exhibit B to the Master Deed, access to the Units in the Condominium Project is provided through easements granted over the private roads to be constructed in Fox Ridge I and the land that may be added to Fox Ridge I.

D. Preparatory Infrastructure; "Must Be Built" Requirements. Building 2 (including Units 7 through 12) and the garages appurtenant to the Units within that Building are designated on the Condominium Subdivision Plan as "Must Be Built". The sanitary sewers, water mains, roads and storm sewers servicing Building 2 are designated on the Condominium Subdivision Plan as "Must Be Built". Buildings 1, 3, 4, 5, 6 and 7 (including Units 1 through 6 and Units 13 through 40) and the garages appurtenant to the Units within those buildings are designated on the Condominium Subdivision Plan as "Need Not Be Built". Except as described in this Subpart D, no improvements are designated as "Must Be Built", including, without limitation, the construction of any cable television lines or facilities.

E. Easements. The Condominium is subject to the following easements, restrictions, and agreements:

(1) The Developer (on its behalf and on behalf of its successors or assigns, agents, invitees, employees and contractors) has reserved permanent easements for ingress and egress over the roads and walks in the Condominium for purposes of ingress and egress in and to the Condominium and the Units.

(2) The Developer (on its behalf and on behalf of its successors or assigns) has reserved permanent easements for ingress and egress over the roads and walks in the Condominium and permanent easements to use, tap into, enlarge or extend all roads, walks and utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, and any pumps and sprinkler systems, all of which easements shall be for the benefit of the land that may be added to the Condominium Project pursuant to the Master Deed (the "Future Expansion Area"), whether or not such Future

Expansion Area is ever added to the Condominium and for the benefit of any other land adjoining the Condominium (or any expansion thereof) if now owned or hereafter acquired by Developer or its successors or assigns. These easements shall run with the land in perpetuity, and shall survive the six (6) year period for adding the Future Expansion Area to the Condominium. Developer has no financial obligation to support such easements, except that any dwelling unit using the roads or other amenity of the Condominium, if such unit is not included within the Condominium, shall pay a pro rata share of the expense of maintenance, repair, or replacement of the roads or amenity which are used, which share shall be determined pro rata according to the total number of dwelling units using such roads or amenity.

(3) The Developer has reserved the right and power to dedicate all the roads in the Condominium to public use, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees, shall be deemed irrevocably to have appointed Developer and its successors or assigns as agent and attorney-in-fact to make such dedication and to act on behalf of all Co-owners and their Mortgagees in any statutory or special assessment proceedings with respect to the dedicated roads. After certificates of occupancy are issued for one hundred (100%) percent of the Units in the Condominium, including all Units located within any portion of the Future Expansion Area added to the Condominium, the foregoing rights and powers may be exercised by the Association. There is no obligation whatsoever on the part of the Developer to dedicate any of the roads or driveways within the Condominium Project and, in fact, the Developer does not currently intend to dedicate any of the internal roads or driveways constructed within the Condominium.

(4) Upon approval by and affirmative vote of not less than fifty one (51%) percent of all Co-owners, in number and in value, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for the improvement of roads within or adjacent to the Condominium or for any other lawful purpose, including, without limitation, the installation or extension of sanitary sewer lines and related facilities. In the event that a special assessment road improvement project or other special assessment project is established pursuant to applicable Michigan law, the collective costs assessable to the Condominium as a whole shall be borne equally by all Co-owners.

(5) The Developer has reserved the right and power to grant easements over, or dedicate portions of any of the Common Elements for utility, drainage, street, safety or construction purposes, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees shall be deemed to have appointed Developer and its successors or assigns as agent and attorney-in-fact to make such easements or dedications both during and after the Development and Sales Period. After certificates of occupancy are issued for one hundred (100%) percent of the Units in the Condominium, including all Units located within any portion of the Future Expansion Area added to the Condominium, the foregoing right and power may also be exercised by the Association.

(6) If any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building, or due to survey errors or construction deviations, reconstruction or repair, reciprocal easements shall exist for the

maintenance of such encroachment for as long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be permanent, non-exclusive easements to, through and over those portions of the Units and Common Elements for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, communications, telephone and cable television lines. There shall exist easements of support with respect to any Unit interior wall which supports a common element.

(7) There exist easements to and in favor of the Association, and its officers, directors, agents and designees (and the Developer prior to the First Annual Meeting), in, on and over all Units, for access to the Units to conduct any activities authorized by this Master Deed or the Condominium By-Laws, including, without limitation, any and all maintenance, repair and replacement responsibilities assigned to the Association in Article IV of the Master Deed. Prior to any entry into the Unit, the Association or the Developer, through its authorized agent, will first provide the Co-owner with reasonable notice and will attempt to coordinate such entry with such Co-owner in order to minimize interfering with the Co-owner's use and enjoyment of the Unit; provided, however, that in the event of an emergency or in the event a Co-owner fails to respond to a written request for entry within forty-eight (48) hours in a non-emergency situation, the Association or the Developer, as the case may be, will have the right of entry into the Unit.

(8) The Developer, the Association and all public and private utility companies shall have such easements over, under, across and through the Condominium, including all Units and Common Elements, as may be necessary to develop, construct, market and operate any Units within the land initially included in the Condominium Project (or any portion of the Future Expansion Area, which may be added to the Condominium from time to time), to fulfill their responsibilities of maintenance, repair and replacement of common amenities or improvements (whether or not such common amenities or improvements are integrated into the Condominium) and also to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Master Deed, the exhibits to the Master Deed, the Association's Articles of Incorporation (collectively, the "Condominium Documents") or by law or to respond to any emergency or common need of the Condominium.

(9) The Condominium is part of a larger development known as the "Fox Ridge of Hartland Community", which includes the Future Expansion Area and a separate condominium development to be established and known as "Fox Ridge I of Hartland" ("Fox Ridge I"). The Condominium, the Future Expansion Area and Fox Ridge I are all subject to a Declaration of Covenants, Conditions and Restrictions for the Fox Ridge of Hartland Community Association dated January 20, 2005 (the "Community Association Declaration"), which has been recorded in the Livingston County Records on the same date as the recording of the Master Deed. The Community Association Declaration establishes certain rights, responsibilities and obligations with respect to the Community Association that are binding upon all Co-owners and all owners of units established in Fox Ridge I, all as more specifically described in the Community Association Declaration and Article XV of the Master Deed. Pursuant to the Community Association Declaration, the private roads constructed within the Condominium, the Future Expansion Area and Fox Ridge I are all subject to a reciprocal easement that permits the use of the roads for ingress and egress by the owners of any and all residential units established within the

Condominium, the Future Expansion Area and Fox Ridge I and the guests, tenants, invitees and family members of such owners.

(10) There shall be easements to and in favor of the Community Association, and its officers, directors, agents and designees, in, on and over the Condominium Project for access to the facilities and improvements that are to be maintained, repaired and replaced by the Community Association and the land adjacent to such facilities and improvements to the extent necessary for the performance by the Community Association of its responsibilities and functions as authorized and provided for in the Community Association Declaration described above. The Association and the condominium association established to administer the affairs of Fox Ridge I shall comprise the only two members of the Community Association and, through an equal number of directors elected by each of their respective condominium associations, both the owners of units in Fox Ridge I and the Co-owners of Units shall share in the control of the Community Association and its operations, including the operation of certain shared recreation facilities that are intended to include a swimming pool, a related recreation building and adjacent parking. As members of their respective condominium associations, both the owners of units in Fox Ridge I and the Co-owners of Units in the Condominium Project shall have equal rights to the use and enjoyment of the shared recreation facilities and an equal share in the cost of operating, repairing, maintaining and replacing the Shared Recreation Facilities and the other improvements and facilities maintained by the Community Association.

Note: Pursuant to rights reserved in the Community Association Declaration, the Developer may amend the Community Association Declaration to increase the number of Community Association directors elected by the Association if the number of units established in the Condominium Project, as expanded, is disproportionately larger than the number of units established in Fox Ridge I. Such increase in the number of directors would be implemented to comply with rules adopted by the Michigan Department of Commerce (now the Department of Labor and Economic Growth) regarding the operation and maintenance of shared recreation facilities established in condominium developments.

(11) The Developer and the Township have entered into a certain Fox Ridge Planned Development Agreement dated as of January 10, 2004 (the ~~A~~Planned Development Agreement) with regard to the development of the Fox Ridge of Hartland Community and the Condominium, as the same may be expanded, under the provisions of Article 29.00 of the Township=s Zoning Ordinance. The Planned Development Agreement has been or will be recorded in the Livingston County Records and shall be binding upon the Association and the Co-owners of all Units established within both the Condominium and Fox Ridge I, as the same may be expanded, and the Community Association to the extent that provisions in the Planned Development Agreement continue to apply after the initial development of the Condominium and Fox Ridge I.

(12) The Condominium and Fox Ridge I, including such land as may be added to either development, shall be subject to the terms and conditions of a special assessment contract entered into by the Developer and Hartland Township and/or Livingston County for the purpose of extending sanitary sewer service to the Fox Ridge of Hartland Community, including the Condominium and Fox Ridge I, all as described in the Planned Development Agreement

described in paragraph (11) above. The Developer has specifically reserved the right to grant easements and enter into such agreements as may be reasonably required by the Drain Commissioner of Livingston County or such other appropriate governmental agency with respect to the use, operation, maintenance, repair and replacement of any and all sanitary sewer mains and related facilities and improvements installed or constructed within the Condominium or any expansion thereof, all without any requirement for the prior consent of any Co-owner or any other person interested in the Condominium or any Unit established therein, as the same may be expanded.

(13) Certain portions of the Condominium, as the same may be expanded, may be designated as preserved open space on the Plan attached hereto as Exhibit B or on any replat of the Plan. Upon such designation, said preserved open space shall be subject to a permanent easement for the continued preservation and conservation of such preserved open spaces in their natural state; provided that nothing in this provision shall prevent the use and maintenance of such areas for storm water detention in accordance with and as shown on the Plan attached hereto as Exhibit B, as the same may be amended. The land subject to preservation shall include the wetland areas that are located on the northeast portion of the Future Expansion Area. The Developer has reserved the right to encumber such wetland areas as may be located within the Condominium Project, as the same may be expanded, by entering into one or more Conservation Easements with the Michigan Department of Environmental Quality ("MDEQ") to provide for the preservation and protection of such wetland areas.

(14) There exists for the benefit of Hartland Township and any emergency service agency, an easement over the roads and driveways in the Condominium for use by the Township and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and the Co-Owners thereof. The U.S. Postal Service shall also have an easement over the roads in the Condominium for its vehicles for delivery of mail. The granting of these easements shall not be construed as a dedication of any streets, roads or driveways to the public.

(15) Pursuant to a certain Grant of Permanent Easement dated August 28, 2001 and recorded on October 5, 2001 at Liber 3135, Pages 524 through 534, Livingston County Records, a portion of the Future Expansion Area is encumbered by a 25-foot wide easement for ingress and egress and public utilities for the benefit of Hartland Township that permits access and the extension of utility lines to certain wells that are owned and operated by the Township and that are located near the center of the area that the Developer intends to develop as the Condominium. In developing the Condominium and any expansion thereof, the Developer shall either refrain from interfering with the Township's use and enjoyment of the easements granted in the aforesaid Grant of Permanent Easements or cause the easements to be relocated in accordance with the provisions of that document.

(16) The land included in the Condominium and the Future Expansion Area are subject to a certain Easement Agreement dated September 19, 1989 and recorded at Liber 1367, Pages 787 through 802, Livingston County Records (the "Easement Agreement"), and a certain Declaration of Covenants and Agreements dated June 14, 2004 and recorded at Liber 3135,

Pages 524 through 534, Livingston County Records (the "Roadway Declaration"), which modifies portions of the Easement Agreement. Pursuant to the Easement Agreement, as modified by the Roadway Declaration, the Co-owners of Units in the Condominium as the same may be expanded shall have an easement for ingress and egress over the roads constructed on the land to the south of Fox Ridge I and the land that may be added to Fox Ridge I for access to and from Highway M - 59. The Easement Agreement, as modified by the Roadway Declaration, imposes responsibilities for the maintenance and upkeep of certain roads and streets, including the private roads within the Condominium and any expansion thereof. The responsibilities imposed by the Easement Agreement and Roadway Declaration shall be binding upon all Co-owners as successors in title to the parties to those documents; provided that said responsibilities shall be performed by the Community Association.

(17) Pursuant to Article VII of the Master Deed, the Developer has the right to create such additional easements or to enter into such agreements as may be necessary or beneficial to the development of the Condominium, including such portions of the Future Expansion Area as may be added to the Condominium.

IV. LEGAL DOCUMENTATION.

A. General. Fox Ridge II of Hartland was established as a condominium project pursuant to the Master Deed recorded in the Livingston County Records and contained in the Fox Ridge II of Hartland Purchaser Information Book. The Master Deed includes the Bylaws as Exhibit A and the Condominium Subdivision Plan as Exhibit B.

B. Master Deed. The Master Deed contains the definitions of certain terms used in the Condominium Documents, the percentage of value assigned to each Unit in the condominium Project, a general description of the Units and common elements included in the Project and a statement regarding the relative responsibilities for maintaining the common elements. Article IV of the Master Deed defines the common elements of the Project. Article VII contains a description of the easements pertaining to the Project. Article VIII covers the process of amending the Master Deed.

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

Article VI of the Bylaws also contains provisions permitting the adoption of rules and regulations governing the common elements by the Board of Directors of the Association. At the present time, the Developer knows of no such rules or regulations that have been adopted, however, prospective purchasers are advised to consult with the Association to determine whether any such rules or regulation exist.

D. Condominium Subdivision Plan. The Condominium Subdivision Plan is a two-dimensional survey depicting the physical location and boundaries of each of the Units and all of the common elements in the Project.

V. THE DEVELOPER AND OTHER SERVICE ORGANIZATIONS.

A. Background and Experience. Fox Ridge Homes, L.L.C., is a Michigan limited liability company whose address is 41050 Vincent Court, Novi, Michigan 48304. The Developer is an affiliate of Crosswinds Communities, which, through other affiliated entities, has developed or participated in the residential real estate developments in California, Virginia, North Carolina, and Florida, as well as in Michigan. Michigan residential condominium developments involving affiliates of Crosswinds Communities include Fairways at Whispering Pines in Hamburg Township and Main Street Crossing in Brighton (both Livingston County developments); Eton Street Station in Birmingham, Woodward Place at Brush Park in Detroit, and The Villas at Country Walks in Van Buren Township. **These other projects are being listed for illustration purposes only, and purchasers of Units in Fox Ridge II of Hartland should understand that the Developer is not legally connected with the entities involved in the other identified projects.**

B. Legal Proceedings Involving the Condominium Project or the Developer. The Developer is not presently aware of any legal proceedings involving the Condominium Project or the Developer.

C. Residential Builder. The Units will be constructed by the Fox Ridge Builders, a limited liability company, whose address is 41050 Vincent Court, Novi, Michigan 48375, an affiliate of the Developer, which is a licensed residential builder.

VI. OPERATION AND MANAGEMENT OF THE CONDOMINIUM PROJECT.

A. The Condominium Association. The responsibility for management and maintenance of the Project is vested in the Fox Ridge II of Hartland Association, which has been incorporated as a non-profit corporation under Michigan law. The Articles of Incorporation of the Association are contained in the Purchaser Information Book. The Bylaws include provisions that govern the procedural operations of the Association. The Association may adopt bylaws to govern the operation of the Association, and shall be supplemental to the Bylaws attached as Exhibit A to the Master Deed. The Association is governed by its Board of Directors. Although the Developer will appoint the members of the Association=s initial Board of Directors, the Developer is not legally responsible for any acts or omissions of the Association.

B. Percentages of Value. The percentages of value for Fox Ridge II of Hartland were computed on the basis of the relative areas of the units in the Project. Because of the similarity of the units it was decided that it would be most equitable if all units were assigned the same value. The percentage of value assigned to each unit determines, among other things, the value of each owner's vote and his or her proportionate share of regular and special Association assessments and of the proceeds of administration of the Project. The percentages of value are equal.

C. Project Finances.

(1) Budget. The budget is intended to provide for the normal and reasonably predicted expenses of administration of the Project, including a reserve for major repairs to and replacement of common elements. The current operating budget for the Association has been included as Exhibit "A" to this Disclosure Statement.

(2) Assessments. Each Co-owner of a Unit, including the Developer, must contribute to the Association to defray expenses of administration. While the Developer is obligated to contribute to the Association for such purpose, its contributions are determined differently than the other owners' contributions are determined under Article II of the Bylaws. The Board of Directors may also levy special assessments in accordance with the provisions of Article II, Section 2(b) of the Bylaws. The assessment collected by the Association shall also include such assessments as may be imposed by the Community Association to defray the cost of maintaining, repairing and replacing the facilities and improvements that are the responsibility of the Community Association, including the roads in both the Condominium and Fox Ridge I and the shared recreation facilities.

(3) Foreclosure of Lien. The Association has a lien on each Unit to secure payment of Association assessments. The Bylaws provide that the Association may foreclose its lien in the same fashion that mortgages may be foreclosed by action or by advertisement under Michigan law.

(4) Other Possible Liabilities. Each purchaser is advised of the possible liability of each Co-owner under Section 58 of the Condominium Act. Pursuant to that provision, the holder of a first lien mortgage interest or other purchaser of a Unit that obtains title to the Unit through a mortgage foreclosure is not liable for unpaid assessments that are chargeable against that Unit prior to the foreclosure. Co-owners of Units may be subject to increased assessments to the extent that the Association experiences shortfalls in the collection of assessments as a result of the operation of Section 58 of the Condominium Act.

D. Insurance.

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

(2) Other Insurance. The Condominium Documents require that the Association carry fire and extended coverage for vandalism and malicious mischief and liability insurance and workers' compensation insurance, if applicable, with respect to all of the common elements of the Project. The Association is also required to obtain all risk insurance coverage for the standard interior improvements within all Units, including the appurtenant limited common elements, all as described in Article IV, Section 1 of the Bylaws. The Board of Directors is

responsible for obtaining insurance coverage for the Association. Each owner's pro rata share of the annual Association insurance premiums is included in the assessment. The Association insurance policies are available for inspection during normal working hours. A copy of the certificate of insurance with respect to the Condominium Project will be furnished to each owner upon request.

E. Restrictions on Ownership, Occupancy and Use. Article VI of the Bylaws attached to the Master Deed as Exhibit A sets forth specific restrictions on the ownership, occupancy and use of a Unit in the Condominium Project. Due to the importance of these restrictions and requirements, each and every prospective purchaser is strongly encouraged to carefully review Article VI of the By-Laws.

VII. RIGHTS AND OBLIGATIONS AS BETWEEN DEVELOPER AND OWNERS.

A. Before Closing. The respective obligations of the Developer and the purchaser of a Condominium Unit in the Condominium Project prior to closing are set forth in the Purchase Agreement and the Escrow Agreement. Both of those documents should be closely examined by all purchasers in order to ascertain the disposition of earnest money deposits advanced by purchaser at the time of closing, anticipated closing adjustments, and the obligation of both parties generally. The earnest money deposit paid by purchaser will be placed in escrow with Title One, Inc., as agent for Transnation Title Insurance Company, to be held in accordance with the terms of the Escrow Agreement. The Escrow Agreement provides that:

(1) The escrowed funds are to be returned to the purchaser if he or she properly withdraws from the Purchase Agreement;

(2) The escrowed funds are to be released to the Developer upon a default by purchaser under the Purchase Agreement; or

(3) The escrowed funds are to be released to the Developer upon the happening of all of the following:

(a) Issuance of a temporary or final certificate of occupancy for the Unit;

(b) Conveyance of legal or equitable title to the Unit to the purchaser or the execution of a Temporary Occupancy Agreement between Developer and a purchaser; and

(c) Receipt by the escrow agent of a certificate signed by a licensed professional engineer or architect either confirming that those portions of the phase of the Condominium Project in which the Unit is located and which on the Condominium Subdivision Plan are labeled "must be built" are substantially complete, or determining the amount necessary for substantial completion thereof; or

(d) Receipt by the escrow agent of adequate security.

The details of the escrow arrangement are fully detailed in the Escrow Agreement, a copy of which is attached to the Purchase Agreement. Any payments made for custom additions agreed to by the Developer as an amendment to the Purchase Agreement will be paid to the Developer and not placed in escrow.

B. At Closing. Each purchaser will receive, by warranty deed, fee simple title to his Unit, subject to no liens or encumbrances other than the Condominium documents and those other easements and restrictions as are specifically set forth in the Condominium documents and the title insurance commitment. The Developer's obligation to close unit sales is subject to no contingencies.

C. Subsequent to Closing.

(1) General. Subsequent to the purchase of the Unit, relations between the Developer and Co-owners are governed by the Master Deed and By-Laws and the Condominium Act, except to the extent that any contractual provisions of the Purchase Agreement are intended to survive the closing.

(2) Condominium Project Warranties. As stated in the Purchase Agreement, the Developer will provide the purchasers of a Unit with its Limited Warranty upon the Developer's signature and delivery to the purchasers of the Purchase Agreement. Pursuant to that document, the Developer warrants that a purchaser's Unit will be free from substantial defects in materials and workmanship for a period of one year after the conveyance of legal or equitable title to the Unit to the purchaser. **Each purchaser should carefully review the warranties and specific exclusions contained in the Limited Warranty. There are no express warranties except those specifically set forth in the Limited Warranty. All claims under the Limited Warranty must be directed to the Developer in accordance with the terms of the Limited Warranty.**

VIII. PURPOSE OF DISCLOSURE STATEMENT.

This Disclosure Statement has been prepared in good faith, in reliance upon sources of information believed to be accurate, and in an effort to disclose material facts about the Project. Each purchaser is urged to engage a competent lawyer or other advisor in connection with deciding whether to purchase a Unit in Fox Ridge II of Hartland. In accepting title to a Unit, each purchaser shall be deemed to have waived any claim or right arising out of or relating to any immaterial defect, omission or misstatement in this Disclosure Statement. The terms used herein are defined in the Condominium Act.

The Michigan Department of Consumer and Industry Services published The Condominium Buyers Handbook that has been delivered to you. The Developer does not assume any obligation, liability or responsibility as to the statements contained in or omitted from The Condominium Buyers Handbook.

The descriptions of the Master Deed and other instruments contained herein are summary only and may or may not completely and adequately express the content of the various Condominium Documents. Each purchaser is referred to the original Master Deed and other original instruments contained in the Purchaser Information Booklet. Legal phraseology, technical terms and terms of art have been minimized and brevity has been the objective to the extent consistent with the purposes of the Disclosure Statement and the rules of the Michigan Department of Consumer and Industry Services.

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SALLY REYNOLDS
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOX RIDGE OF HARTLAND COMMUNITY ASSOCIATION

This Declaration of Covenants, Conditions and Restrictions of the Fox Ridge of Hartland Community Association (the "Declaration") is made this 20th day of January, 2005, by Fox Ridge Homes, L.L.C., a Michigan limited liability company (hereinafter referred to as the "Declarant"), whose address is 41050 Vincent Court, Novi, Michigan 48375.

RECITALS :

A. Declarant intends to develop a residential condominium development to be known as "Fox Ridge I of Hartland" ("Fox Ridge I") on approximately 12.53 acres of land located in Hartland Township, Livingston County, Michigan; said land being legally described in the attached Exhibit A. As currently planned, Fox Ridge I will include up to 120 attached condominium units and related general and common elements, with the units being contained in up to ten (10) buildings of 12 units each. The Declarant intends to develop Fox Ridge I in more than one phase as described in a Master Deed and amendments thereto, all to be recorded in accordance with the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended (the "Condominium Act"), with the initial phase of Fox Ridge I to include 36 condominium units.

B. Declarant intends to develop a second condominium development to be known as "Fox Ridge II of Hartland" ("Fox Ridge II") on approximately 27.25 acres of land located in Hartland Township, Livingston County, Michigan; said land being legally described in the attached Exhibit B. As currently planned, Fox Ridge II will include up to 148 attached condominium units and related general and common elements, with the units being contained in up to twenty-four (24) buildings of six units each and one (1) building of four units each. The Declarant also intends to develop Fox Ridge II in more than one phase as described in a Master Deed and amendments thereto, all to be recorded in accordance with the Condominium Act, with the initial phase of Fox Ridge II to include 40 condominium units.

C. The two parcels of land described in the attached Exhibit A and Exhibit B abut one another. The two aforesaid parcels of land shall comprise and are collectively referred to from time to time herein as the "Fox Ridge of Hartland Community".

D. As the developer of Fox Ridge I, the Declarant has established Fox Ridge I of Hartland Condominium Association (the "Fox Ridge I Association") as a Michigan non-profit corporation to administer the common affairs of Fox Ridge I and the owners of the Units established therein in accordance with the Condominium Act. Similarly, as the developer of Fox Ridge II, the Declarant has established Fox Ridge II of Hartland Condominium Association (the

"Fox Ridge II Association") as a Michigan non-profit corporation to administer the common affairs of Fox Ridge II and the owners of the Units established therein in accordance with the Condominium Act."

E. Due to the proximity of the land that may be included in Fox Ridge I to the land that may be included in Fox Ridge II and because the Declarant intends to construct and establish certain facilities for the shared use and enjoyment of the owners of units in both condominium developments, the Declarant has determined that certain facilities installed or constructed within Fox Ridge I and Fox Ridge II should be administered, maintained, repaired and replaced by a parent or master association with the authority to impose and collect regular and special assessments to fund such activities. For that reason, the Declarant has established Fox Ridge of Hartland Community Association (the "Community Association") as a Michigan non-profit corporation.

F. The Declarant now desires to provide for the operation and management of the Community Association and to subject to the authority of the Community Association certain improvements and facilities to be constructed or installed within Fox Ridge I, as it may be expanded, and within Fox Ridge II, as it may be expanded, all in accordance with such conditions of approval as may be imposed by Hartland Township with respect to the development of the Fox Ridge of Hartland Community.

NOW, THEREFORE, the Declarant hereby declares that the lands described in the attached Exhibits A and B are hereby submitted to and incorporated into the Fox Ridge of Hartland Community and each and every condominium unit established therein, including appurtenant common elements, whether limited or general, shall be held, transferred, sold, conveyed, leased, used and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens (as amended from time to time), which shall run with the Fox Ridge of Hartland Community, the condominiums known as Fox Ridge I of Hartland and Fox Ridge II of Hartland, and the units and common element areas established therein. The following covenants, conditions, restrictions, easements, charges and liens (as amended from time to time) shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Fox Ridge of Hartland Community or any part thereof and their heirs, successors and assigns.

ARTICLE I **DEFINITIONS**

As used in this Declaration with initial capital letters, the following terms shall have the meaning ascribed thereto:

1. "Association" or "Community Association" shall mean and refer to Fox Ridge of Hartland Community Association, a Michigan non-profit corporation, having its principal office at 41050 Vincent Court, Novi, Michigan 48375.

2. "Condominiums" shall mean and refer to the condominiums to be established by Declarant within the Fox Ridge of Hartland Community under the names "Fox Ridge I of Hartland" and "Fox Ridge II of Hartland" by the recording of Master Deeds and required exhibits

thereto in conformance with the Condominium Act. The aforesaid Condominiums are individually referred to herein as "Fox Ridge I" and "Fox Ridge II".

3. "Condominium Unit" or "Unit" shall mean and refer to the numbered portions of the residential structures established and defined as a condominium unit within either Fox Ridge I or Fox Ridge II; said Condominiums comprising the developments situated within the Fox Ridge of Hartland Community. Pursuant to the Condominium Act, each Condominium Unit shall be defined and established in the Master Deed recorded to establish the Condominium in which the Condominium Unit is located.

4. "Constituent Association" shall mean and refer to the "Fox Ridge I of Hartland Condominium Association" and the "Fox Ridge II of Hartland Condominium Association" as defined in this Article. Fox Ridge I of Hartland Condominium Association and Fox Ridge II of Hartland Condominium Association are respectively referred to herein as the "Fox Ridge I Association" and the "Fox Ridge II Association".

5. "Declarant" shall mean and refer to Fox Ridge Homes, L.L.C., a Michigan limited liability company, or any successor thereto, or any person to whom or which the Declarant may expressly assign any one or more of its rights, or delegate any of its authority hereunder, in each case by means of an appropriate document recorded with the Register of Deeds of Livingston County, Michigan, and, in each case, as the context may require.

6. "Fox Ridge I Association" shall mean and refer to the association established under the name "Fox Ridge I of Hartland Condominium Association" to administer the common elements of Fox Ridge I of Hartland, a condominium development, as required by the Condominium Act.

7. "Fox Ridge II Association" shall mean and refer to the association established under the name "Fox Ridge II of Hartland Condominium Association" to administer the common elements of Fox Ridge II of Hartland, a condominium development, as required by the Condominium Act.

8. "Member" shall mean and refer to those Persons entitled to membership in the Association, as provided in Article III of this Declaration.

9. "Occupant" shall mean and refer to any Person, holding under an Owner, and entitled by lease, deed, contract or other agreement to use and occupy a dwelling comprising a Condominium Unit established within the Fox Ridge of Hartland Community.

10. "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Condominium Unit, including, for such purpose, the land contract vendee, in regard to any Condominium Unit (rather than the land contract vendor), but not including any mortgagee unless and until such mortgagee shall have acquired such fee simple title pursuant to foreclosure, or any proceeding or conveyance in lieu of foreclosure.

11. "Person" shall mean and refer to any corporation, partnership, trust, association or natural person, or combination thereof, as the context may require.

12 "Township" shall mean and refer to the Township of Hartland, Livingston County, Michigan, a Michigan municipal corporation.

ARTICLE II
ESTABLISHMENT OF ASSOCIATION;
ASSOCIATION'S AUTHORITY; EASEMENTS

1. As of the date hereof, Declarant has established the Association as a Michigan non-profit corporation by filing Articles of Incorporation for that entity with the Corporation and Securities Division of the Michigan Department of Consumer and Industry Services. The Association shall have the right and authority to operate, repair, replace and maintain the following common facilities (the "Common Facilities") constructed or installed within the Fox Ridge of Hartland Community and the Condominiums established therein:

(a) The recreation facilities to be operated, maintained, repaired and replaced by the Association for the benefit of the residents of the Fox Ridge of Hartland Community (said residents comprising the residents of both Condominiums). The aforesaid recreation facilities (the "Community Recreation Facilities") shall include a swimming pool and pool house and related parking to be constructed on general common element land located within Fox Ridge I as depicted on the Condominium Subdivision Plan attached as Exhibit B to the Master Deed thereof and on the drawing attached as Exhibit C to this Declaration.

(b) The storm water detention ponds installed and constructed within the Fox Ridge of Hartland Community and the two Condominiums to be established therein and the storm water drainage lines and structures that, together with the storm water detention ponds, comprise the storm water drainage system for the Fox Ridge of Hartland Community and the two Condominiums to be established and developed therein.

(c) The boulevard improvement and related landscaping at the within and adjacent to the private road entrance into Fox Ridge I and the landscaped areas within both Condominiums adjacent to Old U.S. 23.

(d) The retaining wall to be constructed within Fox Ridge II, as the same may be expanded, said retaining wall comprising a required element of the grading plan for the entire Fox Ridge of Hartland Community, including both Fox Ridge I and Fox Ridge II.

(e) The private roads within both Condominiums (including snow removal) from those private roads.

(f) The sidewalks, pedestrian walkways and nature paths, if any, located within both Condominiums (including snow removal to the extent required).

The Association shall maintain the Common Facilities identified above in a first class manner with a view to making the Fox Ridge of Hartland Community an attractive and desirable place to live. The Association shall also be responsible for preserving and maintaining such

conservation easement areas as may be established within Fox Ridge II or the land that may be included therein, all for the purpose of preserving certain wetland to the extent said wetlands are subject to regulation by the State of Michigan.

2. The Association shall carry all risk insurance covering all commonly insured occurrences against all risks of direct physical loss; and against all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, operation, maintenance, repair and replacement of the common facilities described above, particularly including the recreation facilities described paragraph 1(a) above. Such insurance may include, but is not limited to, fire and extended coverage, vandalism and malicious mischief, host liability, all inclusive liability insurance and worker's compensation insurance, where applicable and available.

(a) Insurance policies carried by the Association shall, if available without extraordinary premium charges, provide that:

- (1) Each Owner and each Constituent Association is an insured person under the policy with respect to liability arising out of his interest, if any, in the common facilities describe above or his membership in the Association.
- (2) The insurer waives its right to subrogation under the policy against any Owner or any member of such Owner's household or any Constituent Association.
- (3) No act or omission by any Owner or any Constituent Association or officer or director thereof, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition for recovery under the policy.
- (4) If, at the time of a loss under the policy, there is other insurance in the name of an Owner or Constituent Association covering the same risk covered by the policy, the Association's policy provides primary insurance.
- (5) Insurance proceeds must be disbursed first for repairs or restoration of the damaged property, unless repair or replacement of the damaged property would be illegal under any state or local health or safety statute or ordinance.

(b) All premiums of insurance purchased by the Association pursuant to the authority provided in this Declaration shall be expenses of administration to be included in the amounts assessed by the Association against the Owners.

(c) 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, that any and all such proceeds shall first be applied to the repair or reconstruction of the such common facilities described above as may be damaged.

3. Each Owner and Constituent Association appoints the Association as his or her true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance for all insurance for the Association and the common facilities to be maintained by the Association as described above. 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 the respective mortgagees of such Owners, as their interests may appear (subject to limiting or defining provisions of this Declaration), to execute releases of liability and to execute all documents and to do all things on behalf of the Association and any of its members as shall be necessary to accomplish the foregoing.

4. 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 with respect to the common facilities maintained by the Association as described above; provided that no rule or regulation shall hinder or interfere with the use of any roads within the Fox Ridge of Hartland Community. Copies of all such rules, regulations and amendments thereto shall be furnished to each Constituent Association for distribution to all of the Owners and Occupants.

5. The Association, through its Board of Directors, shall have the right to enforce such rules and regulations as may be adopted pursuant to paragraph 4 above. The Board of Directors shall have the right to suspend the rights of an Owner and that Owner's guests, tenants or family members to use the Community Recreation Facilities for a period of not more than thirty (30) days for any infraction of such rules or regulations by such Owner or that Owner's guest, tenant or family member.

6. The Association or its duly authorized agents shall have access easements over and across the general common element land within the Condominiums to the extent necessary for the performance of any and all maintenance, repair and replacement obligations and responsibilities imposed on the Association pursuant to this Declaration.

7. All Owners and Occupants and their respective family members and guests shall have permanent, non-exclusive easements over and across the general common elements within both Condominiums to the extent necessary for the use and enjoyment of the Community Recreation Facilities described in paragraph 1(a) in accordance with such rules and regulations as may be adopted pursuant to paragraph 4 above. Owners and Occupants of Condominium Units in both Condominiums (and their respective family members, guests, and invitees) shall have a permanent, non-exclusive easement for ingress and egress over and across the streets and roads constructed within the Fox Ridge of Hartland Community, including, without limitation, such roads as may be constructed upon land that may be added to either Condominium to the extent that ingress and egress over such road is reasonably necessary or convenient for access to their respective Condominium Units.

ARTICLE III
MAINTENANCE OF FACILITIES BY
CONSTITUENT ASSOCIATIONS

The master deed prepared and recorded to establish each of the Condominiums shall provide for the respective maintenance, repair and replacement of the common elements or common facilities established or installed within each of the Condominiums in a first class manner with a view to making the Fox Ridge of Hartland Community an attractive and desirable place to live. For so long as the Declarant retains an interest in any unit in either Condominium, the Declarant shall have the right to enforce this provision and require that a Constituent Association take prompt remedial action to correct any failure by that Constituent Association to properly maintain, repair or replace one or more common elements of common facilities located or installed within the Condominium administered by the aforesaid Constituent Association.

ARTICLE IV
ASSOCIATION MEMBERSHIP;
ELECTION OF DIRECTORS

1. The Constituent Associations shall constitute the Members of the Association and each Constituent Association shall have the right to appoint or elect two Directors to a Board of Directors comprising four members. Each Constituent Association shall determine whether the Directors designated by that entity are to be elected by the Members of that Constituent Association or appointed by the Constituent Association's board of directors. Notwithstanding the foregoing, for as long as Declarant or its successor or assignee as Declarant retains ownership of one or more of the Units in a Condominium, then Declarant or its successor or assignee shall have the right to appoint the two Directors that would otherwise be elected by the Constituent Association established to administer that Condominium; provided that Declarant or its successor or assignee may waive this right of appointment at any earlier time with respect to either Condominium or both Condominiums.

2. The affairs of the Association shall be governed by the Directors that are elected or appointed as provided in paragraph 1 above and each such Director shall have an equal vote in all matters.

ARTICLE V
ASSOCIATION ASSESSMENTS

1. In order to pay the cost of carrying out its responsibilities hereunder, the Association may levy fees, dues or assessments on each Condominium Unit established within the Fox Ridge of Hartland Community, except (subject to paragraph 4 below) Condominium Units owned by Declarant or any "Successor Developer" of either of the Condominiums as defined in Section 135 of the Condominium Act. All such fees, dues or assessments shall be charged equally to each Condominium Unit established within the Fox Ridge of Hartland Community and any and all such fees, dues or assessments may be enforced through the lien provided for in paragraph 5 of this Article or by any other lawful means of collecting debts. The

fees, dues and assessments imposed pursuant to this Article IV shall be collected by each of the Constituent Associations and then paid over to the Association.

2. The assessments imposed by the Association shall be based on an annual budget established by the Association's Board of Directors prior to the beginning of each fiscal year. The annual budget shall include a reserve for repair and replacement of the improvements maintained by the Association, including, without limitation, the Community Recreation Facilities.

3. In addition to the assessments described in paragraph 2 above, the Board of Directors shall have the right to impose special assessments in the event that the assessments imposed in accordance with the annual budget prove to be insufficient to provide for the payment of unanticipated costs or expenses; provided that after the Declarant or its successor or assignee no longer has the right to appoint Directors as described in Article IV above, no special assessment may be imposed in the absence of a prior affirmative vote by a simple majority in interest of the Owners of the Condominium Units in both of the Condominiums. Special assessments imposed pursuant to this paragraph 3 shall be payable to the Association in accordance with the terms set forth in the notice of the special assessment to the Constituent Associations; provided that the due date for such special assessments shall not be less than forty-five (45) days after the date of delivery of notice of the special assessment to the Constituent Associations.

4. In no event shall the Declarant, or any Successor Developer of either of the Condominiums be obligated to pay fees, dues or assessments, including special assessments, imposed by the Association with respect to a Unit before a certificate of occupancy has been issued for the Unit. However, once the roads within a phase of either of the Condominiums have been completed (except for the application of the final wearing course), then Declarant or any Successor Developer with respect to that Condominium shall be required to pay a portion of the actual expenses incurred by the Association in the performance of its obligations and functions with the amount to be paid by Declarant or the Successor Developer to be determined by multiplying the actual expenses to be defrayed by a fraction, the numerator of which is the total number of Units owned by Declarant or the Successor Developer and the denominator of which is the aggregate number of Units that have been established within both Condominiums as of the date of the assessment and which are served by completed roads (except for the application of the final wearing course). The amounts payable to the Association pursuant to this provision shall also be collected by the Constituent Association for the Unit subject to the imposed charge.

5. All charges imposed against any Condominium Unit pursuant to the provisions of this Article V shall be the personal liability of the Owner(s) of the Condominium Unit(s), and the Declarant and its successors or assigns, including the Association and the applicable Constituent Association, shall have the right to enforce collection for any and all expenses and costs incurred in connection with exercising the rights provided in the provisions of this Article V by a suit at law for a money judgment or by foreclosure of a lien that secures payment of the assessment which the Association may record against the subject Condominium Unit. Each Owner in the Fox Ridge of Hartland Community shall be deemed to have granted to the Declarant, his or her Constituent Association and the Association the unqualified right to assess and lien his or her Condominium Unit for costs incurred in connection with this Article V and further to permit his or her Constituent Association or the Association the right to elect to

foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action or by advertisements, as the same may be amended from time to time, are incorporated herein by reference for the purpose 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 an interest in any Condominium Unit, shall be deemed to have authorized and empowered his or her Constituent Association, the Declarant or the Association to sell or cause to be sold the Condominium Unit with respect to which the outstanding obligation 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 in the Fox Ridge of Hartland Community acknowledges that at the time of acquiring title to such Condominium Unit, he or she was notified of the terms and conditions contained in this paragraph and that he or she voluntarily, intelligently and knowingly waived notice of any proceedings brought by his or her Constituent Association or the Association to foreclose by advertisement the lien for nonpayment of any assessments and the waiver of a hearing on the same prior to the sale of the subject Condominium Unit. Notwithstanding the foregoing, neither judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Owner(s) of the subject Condominium Unit(s) at his, her or their last known address of a written notice that expenses have been incurred by the Association and are delinquent and that the Declarant, the Association or the applicable Constituent Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the applicable Constituent Association, the Association or the Declarant that sets forth (a) the affiant's capacity to make the affidavit, (b) the authority for the lien, (c) the amount outstanding (exclusive of interest, costs, attorney fees), (d) the legal description of the Condominium Unit(s), and (e) the name(s) of the Owner. Such affidavit shall be recorded in the office of the Register of Deeds of Livingston County prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the applicable Constituent Association, the Association or the Declarant may take any and all remedial actions as may be available to it hereunder under Michigan law.

6. Any lien established pursuant to this Article V shall have equal priority with any lien established with respect to delinquent charges or assessments due to the Fox Ridge I Association or the Fox Ridge II Association, as the case may be. The Constituent Association or the Association shall be entitled to collect all reasonable expenses of collection, including actual attorney fees and costs. The Constituent Association or the Association may enforce its lien by recording appropriate instruments confirming the existence of the lien and foreclosing the lien by appropriate legal action. In such legal action, a court of competent jurisdiction shall be empowered to order a sale of the Condominium Unit subject to the lien in order to satisfy the lien. Any lien established pursuant to this Article V shall be subordinate and junior to the lien of any first mortgage securing a loan for the acquisition or improvement of any Condominium Unit. Notwithstanding anything to the contrary contained herein, the sale or transfer of any Condominium Unit shall not affect the lien arising out of the failure to pay any fees, dues or assessments when due. All fees, dues or assessments which shall remain due and unpaid sixty

(60) days after the date said charges become due and unpaid shall be subject to interest at the highest legal rate allowable as of the date said charges become due.

7. Failure by the Association or its Board of Directors or any Constituent Association or its Board of Directors to enforce any provision contained herein in any particular instance shall not be deemed a waiver of the right to do so as to any continuing, subsequent or other violation. Each Constituent Association shall provide the Association with the identity of any members of the Constituent Association that fail to pay an assessment imposed by the Association and the Association shall have the right to bar any such non-paying Owner and that Owner's guests, tenants and invitees from using the Community Recreation Facilities.

8. Each Constituent Association shall promptly pay over to the Association the amounts it collects for payment to the Association pursuant to this Article V. If a Constituent Association fails to perform this obligation, the Association shall have the right to request and receive an accounting for the amounts collected by the delinquent Constituent Association and the right to direct that future payments of the amounts assessed against the Condominium Units included in the Condominium administered by that Constituent Association be paid directly by the Owners to the Association. The Association shall also have the right to bar the members of the delinquent Constituent Association from using the Community Recreation Facilities described in Article II above.

ARTICLE VI **ASSOCIATION BY-LAWS**

Any sale or purchase of a Condominium Unit in the Fox Ridge of Hartland Community shall be subject to the provisions set forth in Articles VII and VIII of this Declaration regarding the organization and administration of the Association and its affairs (the "Association By-Laws"), and each Owner agrees to abide by and observe such provisions. For so long as the Declarant or its successor or assignee as Declarant retains the right to appoint Directors as set forth in Article IV above, the Declarant or its successor or assignee shall have the right to modify, amend or supplement the By-Laws, and so long as they are reasonable, any such modifications, amendments or supplements shall have retroactive effect to the date immediately preceding the date of this Declaration. Once the Declarant or its successor or assignee as such no longer has the right to appoint Directors, the Association may amend or modify the Association By-Laws upon the unanimous affirmative vote of the Directors elected by the Constituent Associations, but such amendment or modification shall not have retroactive effect.

ARTICLE VII **BOARD OF DIRECTORS**

1. The Declarant (or its respective successor or assignee as Declarant) shall use its best efforts to provide the appropriate Constituent Association with advance notice of the termination by waiver or otherwise of its right to appoint Directors for that Constituent Association. Upon receipt of notice that the Declarant or Declarant's successor or assignee no longer retains the right of appointment of Directors, the appropriate Constituent Association shall promptly elect two (2) Directors, who shall each serve as Directors of the Association until they

resign or they are replaced by an election of new Directors by the Constituent Association that elected them.

2. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by this Declaration.

3. In addition to the foregoing duties imposed herein or any further duties which may be imposed by resolution of the Members of the Association, the Board of Directors shall be responsible specifically for the following:

(a) To manage and administer the affairs related to and to maintain the Common Facilities described in Article II, paragraph 1.

(b) To levy and collect the assessments described in Article IV above and to use the proceeds thereof for the purposes of the Association.

(c) To establish annual operating budgets (including reserves for repair and replacement) for the maintenance and operation of the Common Facilities described in Article II, paragraph 1.

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

(e) To rebuild 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 Common Facilities and such other improvements as the Association may be required or authorized to operate or maintain.

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

(h) 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 both Constituent Associations pursuant to an affirmative vote of a majority of the members of each Constituent Association.

(i) To make rules and regulations in accordance with Article II, paragraph 4 above.

(j) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Common Facilities described in Article II and to delegate to such

committees any functions or responsibilities which are not by law or this Declaration required to be performed by the Board.

(k) To enforce the remedies for collection of assessments, dues and fees as set forth in this Declaration.

4. The Board of Directors may employ for the Association a professional management agent (which may include the Declarant 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 paragraphs 2 and 3 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by this Declaration required to be performed by or have the approval of the Board of Directors. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by either the Declarant or any affiliate of the Declarant, in which the maximum term is greater than three years or which is not terminable by the Association upon 90 days written notice thereof to the other party.

5. Vacancies in the Board of Directors which occur for reasons other than the resignation or inability to serve of a Director appointed by the Declarant shall be filled by the Constituent Association that was represented by the former Director. The Constituent Association appointing or electing the replacement Director shall notify the Association of the identity of the replacement Director by filing a duly adopted resolution of the Constituent Association with the Secretary of the Association setting forth the name and address of the replacement Director it has appointed or elected. Each person so appointed or elected shall be a Director until a successor is appointed or elected by the Constituent Association that appointed or elected him or her. Vacancies among Directors appointed by the Declarant shall be filled by the Declarant.

6. A Director of the Association may be removed, with or without cause, but only by the party that elected or appointed that Director.

7. The first meeting of a newly elected or appointed Board of Directors shall be held within 15 days of election or appointment of a Director at such place as shall be fixed by the Directors, and no notice shall be necessary to the newly elected or appointed Director or Directors in order legally to constitute such meeting, provided that a majority of the whole Board shall be present.

8. 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.

9. Special meetings of the Board of Directors may be called by the President on three days notice to each 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.

10. 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.

11. 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.

12. The actions of the any Board of Directors of the Association elected by the Declarant or its successor or assignee 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 this Declaration.

13. 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.

14. Notwithstanding any other provision in this Declaration, no Board of Directors of the Association shall commence any litigation against the Declarant or a successor or assignee of the Declarant as such unless and until commencement of the litigation has been approved by both Constituent Associations pursuant to an affirmative vote of seventy-five (75%) percent or more of the members entitled to vote in each Constituent Association attained after special meetings held specifically for the purpose of approving such action.

15. With respect to all matters acted upon by the Board of Directors, each Director shall have one vote and each vote shall be weighted equally. To the extent that one or more tie votes by the Directors impairs or threatens to impair the capacity of the Association to carry out its duties and obligations, the matter or matters subject to the tie vote or votes shall be submitted to arbitration as described in Article XVI below.

ARTICLE VIII

OFFICERS

1. 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. Any two

offices except that of President and Vice President may be held by one person and specific limitations apply to the offices of President and Vice President as set forth below.

(a) The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association. No person shall serve as President for more than two consecutive years and the office of President shall rotate between Directors elected by the Fox Ridge I Association and Directors elected by the Fox Ridge II Association so that a President that is a Director elected by one of the two Constituent Associations is succeeded as President by a Director elected by the other Constituent Association.

(b) The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors. The office of Vice President shall be held by a Director elected by the Fox Ridge I Association if the office of President is then held by a Director elected by the Fox Ridge II Association and vice versa.

(c) 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) 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.

2. The officers of the Association shall be elected annually by the Board of Directors and shall hold office at the pleasure of the Board.

3. 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.

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

ARTICLE IX 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 X FINANCE

1. 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 Facilities and any other expenses incurred by or on behalf of the Association. Such accounts and all other Association records shall be open for inspection by the officers and directors of the Members and all Owners and the mortgagees of Owners during reasonable working hours. The Association shall prepare and distribute to each Member and Owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. The costs of any such audit and any accounting expenses shall be expenses of administration.

2. 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.

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

ARTICLE XI 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 Directors 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 Board of Directors (with the

Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Members and Owners thereof. Further, the Board of Directors is authorized to carry officers' and directors liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XII AMENDMENT

Declarant reserves the right by written instrument, signed, acknowledged and recorded with the Livingston County Register of Deeds, to modify, amend, restate, waive or repeal any or all of the provisions herein contained for so long as the Declarant or its successor or assign continues to own a Condominium Unit within the Fox Ridge of Hartland Community; provided that no such modification, amendment, restatement, waiver or repeal shall unreasonably impair the right of any Owner to use and enjoy his or her Condominium Unit. Once all of the Condominium Units in the Fox Ridge of Hartland Community have been sold by the Declarant or its successor or assignee, the provisions set forth in this Declaration may be amended upon the approval of both Constituent Associations based on an affirmative vote by sixty-six and two-thirds percent (66-2/3%) of the members of each Constituent Association that are entitled to vote.

ARTICLE XIII ASSIGNABILITY AND WAIVER

Declarant may at any time or times assign or waive any or all of its rights or powers under this Declaration by recording a notice of same with the Livingston County Register of Deeds.

ARTICLE XIV SEVERABILITY

The voiding or invalidation of any one or more of the covenants, conditions or restrictions, or parts thereof, contained herein, by judgment or court order, shall in no way affect any of the remaining provisions, and all of said restriction shall remain totally and severally enforceable.

ARTICLE XV NOTICES

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the Person who or which appears as the authorized agent of the Member in the records of the Association at the time of the mailing or, with respect to an Owner, to the last known address of the Person who or which appears as the Owner in the records of the appropriate Constituent Association at the time of mailing. Each Constituent Association shall provide the Association with access to its records to the extent such access is required for the provision of notice in accordance with this Article XV.

ARTICLE XVI
RESOLUTION OF DISPUTES

1. All parties acquiring an interest in either of the Condominiums developed within the Fox Ridge of Hartland Community, as a condition of acquiring such interest, stipulate and agree that all questions, disputes or controversies arising between or among the Members of the Association shall be resolved exclusively in accordance with the following procedures:

First: The dispute will be submitted to mediation, with a single mediator to be jointly selected by each of the Constituent Associations. If the two sides cannot mutually agree on the selection of a single mediator within ten (10) days, each shall select one mediator; the two mediators will jointly select a third mediator who will mediate the dispute. The cost of mediation will be shared equally by each side to the dispute.

If the dispute is not resolved through mediation within sixty (60) days, the dispute will be submitted to binding arbitration to be conducted in Livingston County, Michigan in accordance with the rules of the American Arbitration Association. The parties to the dispute shall have ten days to reach unanimous consensus on a single arbitrator to resolve the dispute or controversy. If they cannot so agree, then each shall appoint one arbitrator and the two arbitrators so appointed shall select a third arbitrator within the following ten day period; the three arbitrators so selected shall act as a panel to consider and resolve the dispute or controversy. If the two arbitrators appointed cannot agree on a third arbitrator, then the American Arbitration Association shall choose a third arbitrator. The decision of the sole arbitrator, or (if there shall be three arbitrators) of two of the three arbitrators, shall be final and binding on this Association and the disputing Member or Members. Unless otherwise agreed by the parties to such arbitration, all hearings shall be held by, and all written submissions shall be made to, the arbitrator or arbitrators within thirty (30) days following appointment of the arbitrator or arbitrators. The decision of the arbitrator or arbitrators shall be made within thirty (30) days following the later of the date of the last hearing or the date of the final submission by the parties to such arbitration. Any award or decision of the arbitrator or arbitrators may be enforced in any court of competent jurisdiction. The parties to the dispute shall each bear an equal share of the fees of the arbitrator or arbitrators, but shall bear their own respective expenses in connection with any arbitration pursuant hereto.

2. It is the express intent of the Declarant and this document that no lawsuits or other court proceedings be instituted or prosecuted by the Constituent Associations against one another or against the Declarant with regard to issues pertaining to the Association or the Fox Ridge of Hartland Community. Each of the Constituent Associations and its members hereby expressly waive their rights to institute or prosecute any lawsuits or other court proceedings against the Declarant or the other Constituent Association with regard to issues pertaining to the Association or the Fox Ridge of Hartland Community.

3. The mediation and arbitration provisions set forth in this Article XVI shall be used to resolve any impasse resulting from a tie vote of the Board of Directors that impairs or threatens to impair the capacity of the Association to carry out its duties and obligations.

IN WITNESS WHEREOF, the Declarant has duly executed this Declaration of Covenants, Conditions and Restrictions on the date first above set forth.


WITNESSES:

"DECLARANT"

CW Development, L.L.C., a Michigan limited liability company


By:

Bernard Glieberman
Its: Manager


PATRICIA A. GORTON

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

5 The foregoing instrument was acknowledged before me this 20th day of January, 2004, by Bernard Glieberman, Manager of CW Development, L.L.C., a Michigan limited liability company, on behalf of the company.


NOTARY PUBLIC
County of WAYNE, State of Michigan
My Commission Expires: 10-19-2005
PATRICIA A. GORTON

THIS INSTRUMENT DRAFTED BY
AND WHEN RECORDED, RETURN TO:

George W. Day, Esq.
✓ Jackier, Gould, Bean, Upfal & Eizelman
Second Floor, 121 West Long Lake Road
Bloomfield Hills, MI 48304-2719

Mortgagee's Consent

Fifth Third Bank (Eastern Michigan), a Michigan banking corporation, whose address is 1000 Town Center, Suite 1500, Southfield, Michigan 48075, as the holder of a first lien mortgage interest in the land described in Exhibits A and B to the Declaration of Covenants, Conditions and Restrictions for the Fox Ridge of Hartland Community Association (the "Declaration") set forth above pursuant to a certain Mortgage dated November 2, 2004 and recorded at Liber 4626, Pages 103 thorough 114, both inclusive, Livingston County Records, hereby consents to the aforesaid Declaration and subordinates its first lien mortgage interest to the terms of said Declaration.

Dated this 25 day of January, 2005.

Witness:

Kathy G. Good
Kathy G. Good
Mark A. Worth
MARK A. WORTH

Fifth Third Bank (Eastern Michigan), a Michigan banking corporation

By: Paul Felto
 Its: Vice President

STATE OF MICHIGAN)
) ss.
 COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 25 day of January, 2005, by Paul Pelton, Vice President of Fifth Third Bank (Eastern Michigan), a Michigan banking corporation, on behalf of the banking corporation.

KATHY G. GOOD
 Notary Public, St Clair County, MI
 Acting in Macomb County
 My Commission Expires 07/23/07

Kathy G. Good
 NOTARY PUBLIC
 County of St. Clair, State of Michigan
 My Commission Expires: 7-23-07
 Acting in MACOMB County

EXHIBIT A
LEGAL DESCRIPTION OF "FOX RIDGE I OF HARTLAND"
(Including "Future Expansion Area")

Land located in Hartland Township, Livingston County, Michigan, and more particularly described as:

Commencing at the Southwest corner of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan; thence North 02°38'53" West 1195.53 feet along the West line of said Section 21; thence North 53°19'16" East 2.48 feet; thence North 86°07'18" East 455.97 feet to the Place of Beginning; thence North 05°22'58" East 167.72 feet; thence Southeasterly 143.72 feet along the arc of a 701.00 foot radius, non-tangential curve to the right, having a central angle of 11°44'49" and a long chord which bears South 80°17'48" East 143.47 feet; thence Southeasterly 221.66 feet along the arc of a 649.00 foot radius reverse curve to the left, having a central angle of 19°34'08" and a long chord which bears South 84°12'28" East 220.58 feet; thence North 86°00'28" East 123.92 feet; thence Northeasterly 44.87 feet along the arc of a 27.00 foot radius curve to the left, having a central angle of 95°12'31" and a long chord which bears North 38°24'13" East 39.88 feet; thence non-tangentially, North 81°30'42" East 32.00 feet; thence Southeasterly 6.79 feet along the arc of a 301.00 foot radius, non-tangential curve to the right, having a central angle of 01°17'32" and a chord bearing South 08°28'43" East 6.79 feet; thence Southeasterly 40.60 feet along the arc of a 27.00 foot radius reverse curve to the left, having a central angle of 86°09'36" and a chord bearing South 50°54'45" East 36.88 feet; thence North 86°00'28" East 130.98 feet; thence South 03°59'31" East 386.92 feet along the Westerly right-of-way of Whitmore Lake Road (Old U.S. 23); thence South 86°00'30" West 132.01 feet; thence North 03°59'31" West 10.76 feet; thence South 86°00'30" West 196.40 feet; thence North 03°59'31" West 82.60 feet; thence South 85°59'16" West 321.64 feet; thence North 04°00'44" West 199.49 feet; thence South 86°07'18" West 75.13 feet to the Place of Beginning. Being a part of the Southeast 1/4 of Section 20 and part of the Southwest 1/4 of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan, containing 5.47 acres, more or less, and being subject to easements and restrictions of record, if any.

Tax Parcel No. 08-21-300-025 (Part) and No. 08-21-400-012 (Part)

And a second parcel of land (the "Future Expansion Area") located in Hartland Township, Livingston County, and more particularly described as follows:

Commencing at the Southwest Corner of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan; thence North 02°38'53" West 1195.53 feet along the West line of said Section 21 to the Place of Beginning; thence South 53°19'16" West 367.60 feet; thence South 86°03'24" West 696.00 feet; thence North 37°48'05" East 308.18 feet; thence North 02°38'46" West 180.17 feet; thence North 87°21'14" East 76.75 feet; thence South 65°18'35" East 170.42 feet; thence South 30°43'46" East 115.49 feet; thence South 86°30'10" East 89.73 feet; thence North 88°31'26" East 32.00 feet; thence South 01°38'13" East 3.04 feet; thence Southeasterly 46.95 feet along the arc of a 27.00 foot radius curve to the left, having a central angle of 99°37'55" and a long chord which bears South 51°27'11" East 41.25 feet; thence Northeasterly 164.03 feet along the arc of a 284.00 foot radius compound curve to the left, having a central angle of 33°05'32" and a long chord which bears North 62°11'06" East

EXHIBIT A continued -

161.76 feet; thence Northeasterly 375.18 feet along the arc of a 531.00 foot radius reverse curve to the right, having a central angle of $40^{\circ}28'58''$ and a long chord which bears North $65^{\circ}52'49''$ East 367.43 feet; thence North $86^{\circ}07'18''$ East 39.67 feet; thence North $03^{\circ}52'42''$ West 25.00 feet; thence North $86^{\circ}07'18''$ East 129.00 feet; thence South $03^{\circ}52'42''$ East 25.00 feet; thence North $86^{\circ}07'18''$ East 96.10 feet; thence Northeasterly 94.31 feet along the arc of a 701.00 foot radius curve to the right, having a central angle of $07^{\circ}42'29''$ and a long chord which bears North $89^{\circ}58'33''$ East 94.24 feet; thence South $05^{\circ}22'58''$ West 167.72 feet; thence South $86^{\circ}07'18''$ West 455.97 feet; thence South $53^{\circ}19'16''$ West 2.48 feet to the Place of Beginning. Being a part of the Southeast 1/4 of Section 20 and part of the Southwest 1/4 of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan. Containing 7.08 acres of land, more or less and subject to and/or together with easements and restrictions of record, if any.

EXHIBIT B
LEGAL DESCRIPTION OF "FOX RIDGE II OF HARTLAND"
 (Including "Future Expansion Area")

Land located in Hartland Township, Livingston County, Michigan, and more particularly described as:

Commencing at the Southwest Corner of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan; thence North 02°38'53" West 1354.37 feet along the West line of said Section 21 to the Place of Beginning; thence along the Northerly line of the proposed future development area of "Fox Ridge I of Hartland", a condominium for which the recording information and Livingston County Condominium Subdivision Plan number are not currently not available, the following five courses: (1) Southwesterly 251.21 feet along the arc of a 531.00 foot radius, non-tangential curve to the left, having a central angle of 27°06'23" and a long chord which bears South 59°11'32" West 248.88 feet, (2) Southwesterly 164.03 feet along the arc of a 284.00 foot radius reverse curve to the right, having a central angle of 33°05'32" and a long chord which bears South 62°11'06" West 161.76 feet, (3) Northwesterly 46.95 feet along the arc of a 27.00 foot radius compound curve to the right, having a central angle of 99°37'55" and a long chord which bears North 51°27'11" West 41.25 feet, (4) North 01°38'13" West 3.04 feet and (5) South 88°31'26" West 32.00 feet; thence North 08°43'30" West 73.61 feet; thence North 74°12'15" East 41.00 feet; thence North 55°46'38" East 99.08 feet; thence North 32°29'49" West 133.01 feet; thence North 57°30'11" East 33.69 feet; thence North 81°30'57" East 115.03 feet; thence North 78°50'51" East 303.26 feet; thence North 35°47'57" East 57.68 feet; thence North 69°24'16" East 160.82 feet; thence South 63°11'39" East 226.45 feet; thence South 86°38'55" East 315.39 feet; thence South 72°03'33" East 129.94 feet; thence North 20°21'17" East 67.67 feet; thence North 44°25'20" East 50.14 feet; thence North 36°03'41" East 91.01 feet; thence North 05°33'40" West 468.84 feet; thence North 84°26'20" East 180.62 feet; thence South 03°59'31" East 754.15 feet along the Westerly right-of-way of Whitmore Lake Road (Old U.S. 23); thence along the Northerly line of said "Fox Ridge I of Hartland" the following eight courses: (1) South 86°00'28" West 130.98 feet, (2) Northwesterly 40.60 feet along the arc of a 27.00 foot radius curve to the right, having a central angle of 86°09'36" and a long chord which bears North 50°54'45" West 36.88 feet, (3) Northwesterly 6.79 feet along the arc of a 301.00 foot radius reverse curve to the left, having a central angle of 01°17'32" and a long chord which bears North 08°28'43" West 6.79 feet, (4) South 81°30'42" West 32.00 feet, (5) Southwesterly 44.87 feet along the arc of a 27.00 foot radius, non-tangential curve to the right, having a central angle of 95°12'31" and a long chord which bears South 38°24'14" West 39.88 feet, (6) South 86°00'28" West 123.92 feet, (7) Northwesterly 221.66 feet along the arc of a 649.00 foot radius curve to the right, having a central angle of 19°34'08" and a long chord which bears North 84°12'28" West 220.58 feet, and (8) Northwesterly 143.72 feet along the arc of a 701.00 foot radius reverse curve to the left, having a central angle of 11°44'49" and a long chord which bears North 80°17'48" West 143.47 feet; thence along the Northerly line of the proposed future development area of Fox Ridge I of Hartland, the following seven courses: (1) continuing Southwesterly 94.31 feet along the arc of a 701.00 foot radius reverse curve to the left, having a central angle of 07°42'29" and a long chord which bears South 89°58'33" West 94.24 feet, (2) South 86°07'18" West 96.10, (3) North 03°52'42" West 25.00 feet, (4) South 86°07'18" West 129.00 feet, (5) South 03°52'42" East 25.00 feet, (6) South 86°07'18" West 39.67 feet and (7) Southwesterly 123.97 feet along the arc of a 531.00 foot radius curve to the left, having a central

EXHIBIT B continued -

angle of 13°22'35" and a long chord which bears South 79°26'01" West 123.69 feet to the Place of Beginning. Being a part of the Southeast 1/4 of Section 20 and part of the Southwest 1/4 of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan. Containing 8.83 acres of land, more or less, and subject to and/or together with easements and restrictions of record, if any.

Tax Parcel No. 08-21-300-025 (Part) and No. 08-21-400-012 (Part)

And two additional parcels of land (the "Future Expansion Area") located in Hartland Township, Livingston County, and more particularly described as follows:

Commencing at the Southwest corner of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan; thence North 02°38'53" West 1354.37 feet along the West line of said Section 21; thence along the Northerly line of the proposed future development area of "Fox Ridge I of Hartland", a contractible condominium, for which the recording information and Livingston County Condominium Subdivision Plan number are not currently available, the following five courses: (1) Southwesterly 251.21 feet along the arc of a 531.00 foot radius, non-tangential curve to the left, having a central angle of 27°06'23" and a long chord which bears South 59°11'32" West 248.88 feet, (2) Southwesterly 164.03 feet along the arc of a 284.00 foot radius reverse curve to the right, having a central angle of 33°05'32" and a long chord which bears South 62°11'06" West 161.76 feet, (3) Northwesterly 46.95 feet along the arc of a 27.00 foot radius compound curve to the right, having a central angle of 99°37'55" and a long chord which bears North 51°27'11" West 41.25 feet, (4) North 01°38'13" West 3.04 feet and (5) South 88°31'26" West 32.00 feet to the Place of Beginning; thence North 86°30'10" West 89.73 feet; thence North 30°43'46" West 115.49 feet; thence North 65°18'35" West 170.42 feet; thence South 87°21'14" West 76.75 feet; thence North 02°38'46" West 88.33 feet; thence South 86°10'04" West 209.85 feet; thence North 03°37'43" West 174.16 feet; thence North 79°07'16" East 134.18 feet; thence South 89°03'24" East 255.25 feet; thence North 74°13'39" East 295.72 feet; thence North 81°50'03" East 351.57 feet; thence North 03°59'31" West 261.80 feet; thence North 84°26'20" East 977.92 feet; thence South 05°33'40" East 468.84 feet; thence South 36°03'41" West 91.01 feet; thence South 44°25'20" West 50.14 feet; thence South 20°21'17" West 67.67 feet; thence North 72°03'33" West 129.94 feet; thence North 86°38'55" West 315.39 feet; thence North 63°11'39" West 226.45 feet; thence South 69°24'16" West 160.82 feet; thence South 35°47'57" West 57.68 feet; thence South 78°50'51" West 303.26 feet; thence South 81°30'57" West 115.03 feet; thence South 57°30'11" West 33.69 feet; thence South 32°29'49" East 133.01 feet; thence South 55°46'38" West 99.08; thence South 74°12'15" West 41.00 feet; thence South 08°43'30" East 73.61 feet to the Place of Beginning. Being a part of the Southeast 1/4 of Section 20 and part of the Southwest 1/4 of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County. Containing 18.42 acres of land, more or less, and subject to and/or together with easements and restrictions of record, if any.

- And also -

EXHIBIT B continued -

Commencing at the Southwest Corner of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan; thence N 02°38'53" West 1195.53 feet along the West line of said Section 21 to the Place of Beginning; thence along a line coincident with the boundary of the proposed future development area of "Fox Ridge I of Hartland", the following nineteen courses: (1) South 53°19'16" West 367.60 feet, (2) South 86°03'24" West 696.00 feet, (3) North 37°48'05" East 308.18 feet, (4) North 02°38'46" West 180.17 feet, (5) North 87°21'14" East 76.75 feet, (6) South 65°18'35" East 170.42 feet, (7) South 30°43'46" East 115.49 feet, (8) South 86°30'10" East 89.73 feet, (9) North 88°31'26" East 32.00 feet, (10) South 01°38'13" East 3.04 feet, (11) Southeasterly 46.95 feet along the arc of a 27.00 foot radius curve to the left, having a central angle of 99°37'55" and a long chord which bears South 51°27'11" East 41.25 feet, (12) Northeasterly 164.03 feet along the arc of a 284.00 foot radius compound curve to the left, having a central angle of 33°05'32" and a long chord which bears North 62°11'06" East 161.76 feet, (13) Northeasterly 375.18 feet along the arc of a 531.00 foot radius reverse curve to the right, having a central angle of 40°28'58" and a long chord which bears North 65°52'49" East 367.43 feet, (14) North 86°07'18" East 39.67 feet, (15) North 03°52'42" West 25.00 feet, (16) North 86°07'18" East 129.00 feet, (17) South 03°52'42" East 25.00 feet, (18) North 86°07'18" East 96.10 feet and (19) Northeasterly 94.31 feet along the arc of a 701.00 foot radius curve to the right, having a central angle of 07°42'29" and a long chord which bears North 89°58'33" East 94.24 feet; thence along the Northerly line of said Fox Ridge I of Hartland the following three courses: (1) continuing Southeasterly 143.72 feet along the arc of a 701.00 foot radius curve to the right, having a central angle of 11°44'49" and a long chord which bears South 80°17'48" East 143.47 feet; (2) Southeasterly 221.66 feet along the arc of a 649.00 foot radius reverse curve to the left, having a central angle of 19°34'08" and a long chord which bears South 84°12'28" East 220.58 feet and (3) North 86°00'28" East 123.92 feet; thence South 00°10'13" East 72.82 feet; thence Southeasterly 47.04 feet along the arc of a 27.00 foot radius, non-tangential curve to the right, having a central angle of 99°49'23" and a long chord which bears South 34°57'08" East 41.31 feet; thence Southwesterly 265.29 feet along the arc of a 265.29 foot radius compound curve to the right, having a central angle of 71°01'42" and a long chord which bears South 50°28'25" West 248.63 feet; thence South 85°59'16" West 246.90 feet; thence along a line coincident with the boundary of said "Fox Ridge I of Hartland", the following two courses: (1) North 04°00'44" West 158.49 feet and (2) South 86°07'18" West 75.13 feet; thence along a line coincident with the boundary of the proposed future development area of Fox Ridge I of Hartland, the following two courses: (1) continuing South 86°07'18" West 455.97 feet and (2) South 53°19'16" West 2.48 feet to the Place of Beginning. Being a part of the Southeast 1/4 of Section 20 and part of the Southwest 1/4 of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan. Containing 9.87 acres of land, more or less, and subject to and/or together with easements and restrictions of record.

15



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SALLY REYNOLDS

REGISTER OF DEEDS

LIVINGSTON COUNTY, MI 48843

RECORDING: 52.00

REMON: 4.00

PAGES: 15

SECOND AMENDMENT TO MASTER DEED OF FOX RIDGE II OF HARTLAND
(A RESIDENTIAL CONDOMINIUM)
LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 332

THIS SECOND AMENDMENT to Master Deed of Fox Ridge II of Hartland is executed on this 15th day of September, 2010, by Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation, with offices located at 1000 Town Center, Suite 1500, Southfield, Michigan 48075, and is made in accordance with the Condominium Act, that is, Act 59 of the Public Acts of 1978, as amended.

RECITALS:

A. Fox Ridge Homes, L.L.C., a Michigan limited liability company ("Fox Ridge"), executed the Master Deed of Fox Ridge II of Hartland dated January 20, 2005 establishing Fox Ridge II of Hartland Condominium, which was recorded in Liber 4721, Pages 247-337, Livingston County Records, which was amended by the First Amendment to Master Deed dated September 22, 2006 recorded in Liber 2006R, ~~Pages 27398-27418~~, Livingston County Records (collectively herein called, the "Master Deed"),

B. Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation, has succeed to the interest of Fox Ridge in the Fox Ridge II of Hartland Condominium as Developer.

C. This Second Amendment to Fox Ridge II of Hartland Master Deed is made for the purpose of contracting the Fox Ridge II of Hartland Condominium by removing certain Units and land from the Condominium pursuant to Article VIII(c)(1), Article VIII(c)(7), Article XI(d) and Article XI(f) of the Master Deed, which amendment does not require the consent of any Co-Owner or Mortgagee.

D. Capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Master Deed.

NOW THEREFORE, by recording of this Second Amendment document the Master Deed is amended as follows:

1. The land described as follows is hereby removed from the Condominium:

Commencing at the Southwest corner of Section 21, T3N, R6E, Hartland Township, Livingston County, Michigan; thence N02°38'53"W 1354.37 feet along the West line of said Section 21 for a **PLACE OF BEGINNING**; thence 251.22 feet along the arc of a 531.00 foot radius non-tangential circular curve to the left, with a central angle of 27°06'23", having a chord which bears S59°11'35"W 248.88 feet; thence 164.03 feet along the arc of a 284.00 foot radius reverse circular curve to the right, with a central angle of 33°05'32", having a chord which bears S62°11'06"W 161.76 feet; thence 46.94 feet along the arc of a 27.00 foot radius compound curve to the right, with a central angle of 99°36'59", having a chord which bears N51°27'11"W 41.25 feet; thence N01°38'13"W 3.04 feet; thence S88°31'26"W 32.00 feet; thence N08°43'30"W 73.61 feet; thence N74°12'15"E 41.00 feet; thence N55°46'38"E 99.08 feet; thence N32°29'49"W 133.01 feet; thence N57°30'11"E 33.69 feet; thence N81°30'57"E 115.03 feet; thence N78°50'51"E 303.26 feet; thence N35°47'57"E 57.68 feet; thence S22°16'53"E 180.48 feet; thence S03°52'42"E 25.00 feet to the Place of Beginning, being a part of the Southwest 1/4 of said Section 21 and the Southeast 1/4 of Section 20, containing 2.49 acres of land, more or less.

ALSO commencing at the Southwest corner of Section 21, T3N, R6E, Hartland Township, Livingston County, Michigan; thence N02°38'53"W 1749.88 feet along the West line of said Section 21; thence N81°50'03"E 12.25 feet; thence N03°59'31"W 261.80 feet; thence N84°26'20"E 977.92 feet for a **PLACE OF BEGINNING**; thence continuing N84°26'20"E 180.62 feet; thence S03°59'31"E 754.15 feet along the Westerly right-of-way line of Whitmore Lake Road (Old U.S. 23); thence S88°00'26"W 130.98 feet along the Northerly line of "Fox Ridge I of Hartland", Livingston County Condominium Subdivision Plan No.; thence continuing along the Northerly line of said "Fox Ridge I of Hartland" 40.60 feet along the arc of a 27.00 foot radius circular curve to the right, with a central angle of 86°09'04", having a chord which bears N50°54'45"W 36.88 feet; thence 198.28 feet along the arc of a 301.00 foot radius reverse curve to the left, with a central angle of 37°44'32", having a chord which bears N26°42'12"W 194.71 feet; thence N44°25'20"E 9.15 feet; thence N36°03'41"E 91.01 feet; thence N05°33'40"W 468.84 feet to the Place of Beginning, being a part of the Southwest 1/4 of said Section 21 and the Southeast 1/4 of Section 20, containing 3.08 acres of land, more or less.

Containing 5.57 acres

2. Article II of the Master Deed is hereby deleted and is replaced with the following new Article II:

"ARTICLE II
LEGAL DESCRIPTION

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

Commencing at the Southwest corner of Section 21, T3N, R6E, Hartland Township, Livingston County, Michigan; thence N02°38'53"W 1567.24 feet along the West line of said Section 21; thence N87°21'07"E 100.98 feet for a **PLACE OF BEGINNING**; thence N69°24'16"E 160.82 feet; thence S63°11'39"E 226.45 feet; thence S86°38'55"E 315.39 feet; thence S72°03'33"E 129.94 feet; thence N20°21'17"E 67.67 feet; thence N44°25'20"E 40.99 feet; thence 191.49 feet along the arc of a 301.00 foot radius non-tangential curve to the right, with a central angle of 36°26'59", having a chord which bears S27°20'59"E 188.27 feet; thence along the Northerly line of "Fox Ridge I of Hartland", Livingston County Condominium Subdivision Plan No. 331, the following eight courses: (1) S81°30'42"W 32.00 feet, (2) 44.87 feet along the arc of a 27.00 foot radius non-tangential circular curve to the right, with a central angle of 95°12'39", having a chord which bears S38°24'13"W 39.88 feet, (3) S86°00'28"W 123.92 feet, (4) 221.66 feet along the arc of a 649.00 foot radius circular curve to the right, with a central angle of 19°34'06", having a chord which bears N84°12'28"W 220.58 feet, (5) 238.03 feet along the arc of a 701.00 foot radius reverse circular curve to the left, with a central angle of 19°27'19", having a chord which bears N84°09'03"W 236.89 feet, (6) S86°07'18"W 96.10 feet, (7) N03°52'42"W 25.00 feet, and (8) S86°07'18"W 129.00 feet; thence N22°16'53"W 180.48 feet to the Place of Beginning, being a part of the Southwest 1/4 of said Section 21, containing 3.26 acres of land, more or less.

Containing 3.26 acres."

3. Article X(d) of the Master Deed is hereby deleted and is replaced by the following new Article X(d), and all references in the Master Deed to "Future Development Area North and "Proposed Future Development" Area South" are hereby deleted:

"(d) The land which may be added to the Condominium (herein referred to as the "Future Expansion Area") comprises a parcel of land referred to in the Plan as the "Proposed Future Development Area." The aforesaid parcel is situated in Hartland Township, Livingston County, Michigan, being more specifically described as follows:

Commencing at the Southwest corner of Section 21, T3N, R6E, Hartland Township, Livingston County, Michigan; thence N02°38'53"W 1354.37 feet

along the West line of said Section 21 for a **PLACE OF BEGINNING**; thence along the Northerly line of Proposed Future Development Area of "Fox Ridge I of Hartland", Livingston County Condominium Subdivision Plan No. 331, the following nine courses: (1) 251.22 feet along the arc of a 531.00 foot radius non-tangential circular curve to the left, with a central angle of 27°06'23", having a chord which bears S59°11'35"W 248.88 feet, (2) 164.03 feet along the arc of a 284.00 foot radius reverse curve to the right, with a central angle of 33°05'32", having a chord which bears S62°11'06"W 161.76 feet, (3) 46.94 feet along the arc of a 27.00 foot radius compound curve to the right, with a central angle of 99°36'59", having a chord which bears N51°27'11"W 41.25 feet, (4) N01°38'13"W 3.04 feet, (5) S88°31'26"W 32.00 feet, (6) N86°30'10"W 89.73 feet, (7) N30°43'46"W 115.49 feet, (8) N65°18'35"W 170.42 feet and (9) S87°21'14"W 76.75 feet; thence N02°38'46"W 88.33 feet; thence S86°10'04"W 209.85 feet; thence N03°37'43"W 174.16 feet; thence N79°07'16"E 134.18 feet; thence S89°03'24"E 255.25 feet; thence N74°13'39"E 295.72 feet; thence N81°50'03"E 351.57 feet; thence N03°59'31"W 261.80 feet; thence N84°26'20"E 1158.54 feet; thence S03°59'31"E 754.15 feet along the Westerly Right-of-Way line of Whitmore Lake Road (Old US-23)(200 feet wide); thence the following three courses along the Northerly line of said "Fox Ridge I of Hartland": (1) S86°00'26"W 130.98 feet, (2) 40.60 feet along the arc of a 27.00 foot radius reverse curve to the left, with a central angle of 86°09'04", having a chord which bears N50°54'45"W 36.88 feet, (3) 6.79 feet along the arc of a 301.00 foot radius non-tangential circular curve to the right, with a central angle of 01°17'33", having a chord which bears N08°28'43"W 6.79 feet; thence 191.49 feet along the arc of a 301.00 foot radius circular curve to the left, with a central angle of 36°26'59", having a chord which bears N27°20'59"W 188.27 feet; thence S44°25'20"W 40.99 feet; thence S20°21'17"W 67.67 feet; thence N72°03'33"W 129.94 feet; thence N86°38'55"W 315.39 feet; thence N63°11'39"W 226.45 feet; thence S69°24'16"W 160.82 feet; thence S22°16'53"E 180.48 feet; thence S03°52'42"E 25.00 feet; thence S86°07'18"W 39.67 feet; thence 123.96 feet along the arc of a 531.00 foot radius circular curve to the left, with a central angle of 13°22'32", having a chord which bears S79°26'02"W 123.68 feet to the Place of Beginning, being a part of the Southwest 1/4 of said Section 21, containing 23.98 acres of land, more or less.

Containing 23.98 acres."

4. Sheets 1, 2, 4, 6, 9, 11, 14, 16 and 18 attached hereto shall replace and supersede sheets 1, 2, 4, 6, 9, 11, 14, 16 and 18 of Exhibit B to the Master Deed.
5. Sheets 3, 7, 8, 12, 13 and 17 of Exhibit B to the Master Deed are hereby deleted.
6. The Condominium consists of twenty four (24) "attached" residential Units contained in three (3) buildings with six (6) Units in each building, as shown on Exhibit B to the Master Deed, as amended hereby.

7. Developer (on its behalf and on behalf of its successor and assigns) hereby reserves permanent easements for ingress and egress over the roads and walks in the Future Expansion Area which are depicted on Exhibit B attached hereto, and permanent easements to use, tap into, enlarge or extend all roads, walks and utility lines in the Future Expansion Area which are depicted on Exhibit B attached hereto, including without limitation, all communication, water, gas, electric, storm and sanitary sewer lines and any pumps and sprinkler systems in the Future Expansion Area which are depicted on Exhibit B attached hereto, all of which easements shall be for the benefit of the Condominium and Fox Ridge I (as hereinafter defined). These easements shall run with the land in perpetuity. These easements, including the roads, utilities and other improvements within the easements, shall be deemed as part of the General Common Elements and shall be maintained as Common Facilities under the Community Association Declaration by the Community Association.

8. In all other respects, the Master Deed, including the Condominium Bylaws attached thereto as Exhibit A, and Condominium Subdivision Plan attached thereto as Exhibit B, as previously amended, are hereby ratified, confirmed and redeclared.

EXECUTED as of the day and year first above written.

FIFTH THIRD BANK,

an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation,

By: Maryellen Estes

Its: Assistant Vice President

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)ss
COUNTY OF Livingston)

On this 15th day of September, 2010, the foregoing Second Amendment to Master Deed was acknowledged before me by Maryellen Estes, the Assistant Vice President of **FIFTH THIRD BANK**, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation, on behalf of the corporation.

Barbara S. Estes, Notary Public
St. Clair County, Michigan
My commission expires: 12-13-2014

**DRAFTED BY AND WHEN RECORDED '
RETURN TO:**

✓ Maureen H. Burke, Esq.
Dickinson Wright PLLC
38525 Woodward Avenue
Suite 2000
Bloomfield Hills, Michigan 48304
(248) 433-7200

BLOOMFIELD 21198-67 1052605v4

LIVINGSTON COUNTY CONDOMINIUM
CONDOMINIUM SUBDIVISION PLAN NO. 332

REPLAT No. 2 OF
EXHIBIT B TO
THE MASTER DEED OF

FOX RIDGE II OF HARTLAND

A CONDOMINIUM IN
HARTLAND TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN

DEVELOPER
FOX RIDGE HOMES, L.L.C.
41050 VINCENTI COURT
NOVI, MI 48375

SUCCESSOR DEVELOPER
MJC BUILDING SERVICES, INC.
48800 ROMEO PLANK ROAD, SUITE 5
MACOMB, MI 48044

SURVEYOR
ATWELL, L.L.C.
TWO TOWNE SQUARE
SUITE 700
SOUTHFIELD, MI 48076
(248) 447-2000 PHONE
(248) 447-2001 FAX

LEGAL DESCRIPTIONS

FOX RIDGE II OF HARTLAND:

Commencing at the Southwest corner of Section 21, T34, R5E, Hartland Township, Livingston County, Michigan; thence N02°38'53"W 1567.24 feet along the West line of said Section 21; thence N87°21'37"E 100.98 feet to a PLACE OF BEGINNING; thence N89°24'16"E 180.82 feet; thence S63°11'39"E 226.45 feet; thence S86°38'55"E 315.39 feet; thence S72°03'33"E 129.94 feet; thence N20°21'17"E 67.67 feet; thence N44°25'20"E 40.99 feet; thence 191.49 feet along the arc of a 301.00 foot radius non-tangential curve to the right, with a central angle of 36°28'59", having a chord which bears S27°20'59"E 188.27 feet; thence along the Northerly line of "Fox Ridge I of Hartland", Livingston County Condominium Subdivision Plan No. 331, the following eight courses: (1) S81°30'42"W 32.00 feet, (2) 44.87 feet along the arc of a 27.00 foot radius non-tangential circular curve to the right, with a central angle of 95°12'39", having a chord which bears S38°24'13"W 39.88 feet, (3) S28°00'28"W 123.82 feet, (4) 221.68 feet along the arc of a 649.00 foot radius circular curve to the right, with a central angle of 19°34'06", having a chord which bears N84°12'28"W 220.58 feet, (5) 238.03 feet along the arc of a 701.00 foot radius reverse circular curve to the left, with a central angle of 19°27'19", having a chord which bears N84°09'03"W 238.89 feet, (6) S86°07'18"W 98.10 feet, (7) N03°52'42"W 25.00 feet, and (8) S86°07'18"W 129.00 feet; thence N22°18'53"W 180.48 feet to the Place of Beginning, being a part of the Southwest 1/4 of said Section 21, containing 3.26 acres of land, more or less. Being subject to easements, conditions, restrictions and exceptions of record, if any.

PROPOSED FUTURE DEVELOPMENT AREA:

Commencing at the Southwest corner of Section 21, T34, R5E, Hartland Township, Livingston County, Michigan; thence N02°38'53"W 1354.37 feet along the West line of said Section 21 for a PLACE OF BEGINNING; thence along the Northerly line of Proposed Future Development Area of "Fox Ridge I of Hartland", Livingston County Condominium Subdivision Plan No. 331, the following nine courses: (1) 251.22 feet along the arc of a 531.00 foot radius non-tangential circular curve to the left, with a central angle of 27°06'23", having a chord which bears S59°11'35"W 248.88 feet, (2) 164.03 feet along the arc of a 284.00 foot radius reverse curve to the right, with a central angle of 33°05'32", having a chord which bears S82°11'06"W 181.78 feet, (3) 43.84 feet along the arc of a 27.00 foot radius compound curve to the right, with a central angle of 99°36'59", having a chord which bears N51°27'11"W 41.25 feet, (4) N01°59'13"W 3.04 feet, (5) S88°31'28"W 32.00 feet, (6) N89°30'16"W 69.73 feet, (7) N37°43'46"W 115.49 feet, (8) N65°18'33"W 170.42 feet, and (9) S87°21'14"W 78.75 feet; thence N02°38'48"W 88.33 feet; thence S86°10'04"W 209.85 feet; thence N03°37'43"W 174.18 feet; thence N79°07'16"E 134.18 feet; thence S89°03'24"E 255.25 feet; thence N74°13'39"E 285.72 feet; thence N81°50'03"E 351.57 feet; thence N03°59'31"W 291.80 feet; thence N84°25'20"E 1158.54 feet; thence S03°58'31"E 754.15 feet along the Westerly Right-of-Way line of Whitmore Lake Road (Old US-23)(200 feet wide); thence the following three courses along the Northerly line of said "Fox Ridge I of Hartland": (1) S85°00'26"W 130.88 feet, (2) 40.80 feet along the arc of a 27.00 foot radius reverse curve to the right, with a central angle of 60°09'04", having a chord which bears N50°54'45"W 38.88 feet, (3) 6.70 feet along the arc of a 301.00 foot radius non-tangential circular curve to the left, with a central angle of 01°17'33", having a chord which bears N08°28'43"W 6.79 feet; thence 191.49 feet along the arc of a 301.00 foot radius compound circular curve to the left, with a central angle of 36°28'59", having a chord which bears N27°20'59"W 188.27 feet; thence S44°25'20"W 40.99 feet; thence S20°21'17"W 67.67 feet; thence N22°03'33"W 129.94 feet; thence N89°24'16"E 180.82 feet; thence N83°11'39"E 226.45 feet; thence S86°38'55"E 315.39 feet; thence S72°03'33"E 129.94 feet; thence S03°52'42"E 25.00 feet; thence S86°07'18"W 39.87 feet; thence 123.82 feet along the arc of a 531.00 foot radius circular curve to the left, with a central angle of 13°22'33", having a chord which bears S79°20'02"W 123.88 feet to the Place of Beginning, being a part of the Southwest 1/4 of said Section 21 and the Southeast 1/4 of Section 20, T34, R5E, Hartland Township, Livingston County, Michigan, containing 23.98 acres of land, more or less. Being subject to easements, conditions, restrictions and exceptions of record, if any.

ATTENTION: COUNTY REGISTER OF DEEDS

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

SHEET INDEX	
SHEET NO.	DESCRIPTION
*1	COVER SHEET
*2	SURVEY PLAN - COMPOSITE PLAN
*4	SURVEY DETAIL PLAN - SECTION "B"
5	SURVEY DETAIL PLAN - SECTION "C" - BUILDING 2 & 3
*6	SURVEY DETAIL PLAN - SECTION "D" - BUILDING 4
*9	SITE PLAN - SECTION "B"
10	SITE PLAN - SECTION "C" - BUILDING 2 & 3
*11	SITE PLAN - SECTION "D" - BUILDING 4
*14	UTILITY PLAN - SECTION "B"
15	UTILITY PLAN - SECTION "C" - BUILDING 2 & 3
*16	UTILITY PLAN - SECTION "D" - BUILDING 4
*18	UNIT IDENTIFICATION PLAN
19	BUILDING BASEMENT PLAN - UNITS "B", "C", "CR" AND "BR"
20	BUILDING FIRST FLOOR PLAN - UNITS "B", "C", "CR" AND "BR"
21	BUILDING SECOND FLOOR PLAN - UNITS "C" AND "CR"
22	BUILDING BASEMENT PLAN - UNITS "A", "AR", "B", "BR", "C" AND "CR"
23	BUILDING FIRST FLOOR PLAN - UNITS "A", "AR", "B", "BR", "C" AND "CR"
24	BUILDING SECOND FLOOR PLAN - UNITS "A", "AR", "B", "BR", "C" AND "CR"
25	UNIT PROFILE PLANS - ALL UNITS

DELETED SHEETS:

3
7
8
12
13
17

THE ASTERISKS (*) SHOWN ABOVE INDICATE AMENDED OR ADDED SHEETS. THESE SHEETS WITH THE SUBMISSION ARE TO REPLACE THOSE SHEETS PREVIOUSLY RECORDED.

DATED - APRIL 9, 2010



MICHAEL D. EMBREE
LICENSED PROFESSIONAL SURVEYOR NO. 56860
ATWELL, L.L.C.
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447-2000

Not Development & Real Estate
Power & Energy
Transportation & Infrastructure
Manufacturing & Processing
Government & Public Works
Water & Wastewater



SECTION 2
TOWN 3 SOUTH RANGE 5 EAST
HARTLAND TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN

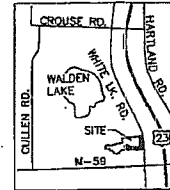
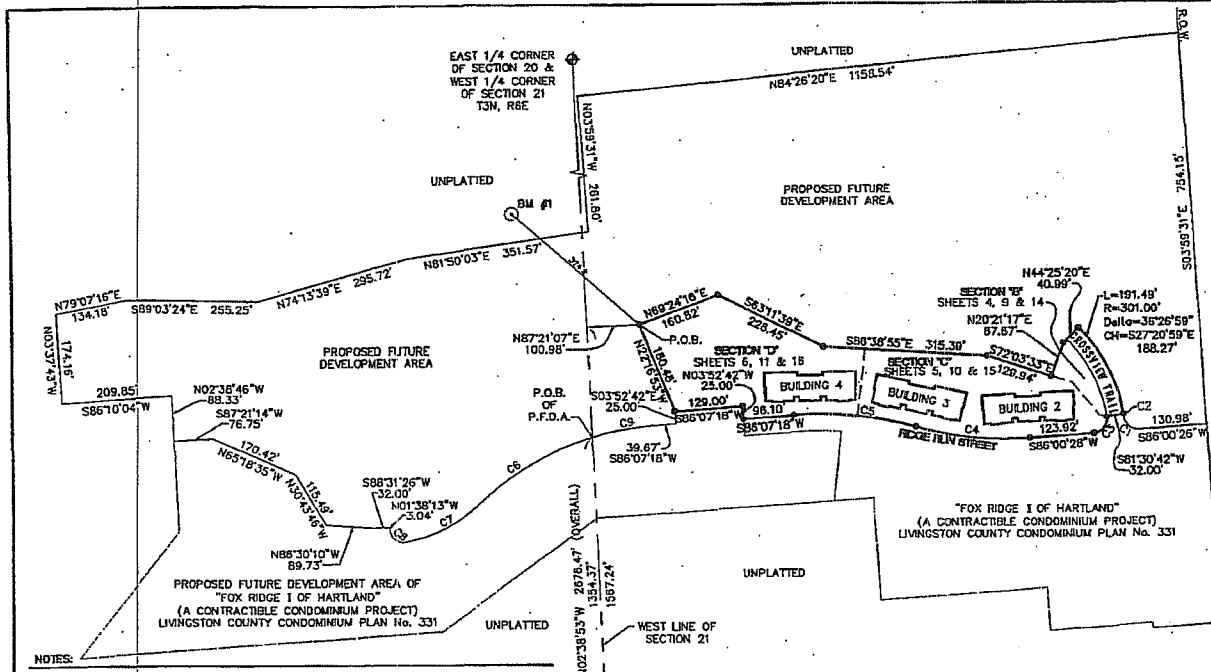
FOX RIDGE HOMES, L.L.C.
OF HARTLAND
COVER SHEET

DATE
APRIL 8, 2010



SCALE
1" = 100 FEET
DATE
APRIL 8, 2010
BY
MICHAEL D. EMBREE
LICENSED PROFESSIONAL SURVEYOR NO. 56860
ATWELL, L.L.C.
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447-2000

Livingston County Register of Deeds - 2010R-025092



LOCATION MAP
(NOT TO SCALE)

NOTES:

ALL DIMENSIONS ARE IN FEET OR DECIMALS THEREOF.

ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.

FLOOD INSURANCE RATE MAP ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, COMMUNITY PANEL No. 260784-0005-B, MAP REVISED DATE: SEPTEMBER 20, 1996, SHOW SUBJECT CONDOMINIUM WITHIN "OTHER AREAS ZONE 'X'" (AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAIN).

ALL EASEMENTS OF RECORD LISTED IN COMMITMENT FOR TITLE INSURANCE, ISSUED BY TRANSECTION TITLE INSURANCE COMPANY, COMMITMENT No. 5-S12094, EFFECTIVE DATE: JANUARY 22, 2003 AT 8:00 a.m. ARE SHOWN ON SURVEY DETAIL PLANS.

SUBJECT TO EASEMENT IN FAVOR OF COMCAST OF MICHIGAN, LLC, AS RECORDED IN INSTRUMENT No. 2006R-023949, LIVINGSTON COUNTY RECORDS.

SEE SURVEY DETAIL PLANS FOR DEPICTION OF PUBLIC UTILITY EASEMENTS.

SEE ARTICLE VI OF MASTER DEED FOR DESCRIPTION OF EASEMENTS.

ALL ROADS (CROSSVIEW TRAIL) ARE PRIVATE RIGHT-OF-WAYS.

INGRESS AND EGRESS TO BUILDING 2 THROUGH 4 IS GRANTED IN ARTICLE VI OF THE MASTER DEED OF "FOX RIDGE I OF HARTLAND", LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 331, AS RECORDED IN LIBER 4721, PAGE 232, LIVINGSTON COUNTY RECORDS AND ARTICLE VII OF THE "FOX RIDGE II OF HARTLAND" MASTER DEED, AS RECORDED IN LIBER 4721, PAGE 247, LIVINGSTON COUNTY RECORDS.

BEARINGS ARE BASED ON PREVIOUS SURVEY BY THE SPICER GROUP, DATED AUGUST 11, 2004, JOB No. 102352.00.

THE CONDOMINIUM IS SUBJECT TO CONTRACTION AS PROVIDED IN ARTICLE XI OF MASTER DEED. THE COMMON ELEMENTS AND UNITS IN THE CONDOMINIUM ARE ALL SUBJECT TO CONVERSION AS PROVIDED IN ARTICLE XII OF MASTER DEED.

SUBJECT TO THE TERMS AS LAID OUT IN A CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE "FOX RIDGE OF HARTLAND COMMUNITY ASSOCIATION", AS RECORDED IN LIBER 4721, PAGE 141, LIVINGSTON COUNTY RECORDS.

ACREAGE: REPLAT No. 2 OF FOX RIDGE II OF HARTLAND (SECTIONS A-D) = 3.26± ACRES. PROPOSED FUTURE DEVELOPMENT AREA = 23.98± ACRES.

LEGEND

•	CONCRETE MONUMENT
⊙	SECTION CORNER
—	R.O.W. RIGHT-OF-WAY
—	P.O.B. PLACE OF BEGINNING
- - -	SHEET BREAK LINE

BENCHMARK: ⊙ BM #1
NAIL IN THE SOUTH SIDE OF A 16" QUAD CHERRY TREE LOCATED 324.4' FEET NORTHWESTERLY FROM P.O.B.
ELEVATION = 894.81 (NGVD 1929)

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHD. BEARING	CHORD
C1	40.60'	27.00'	85°09'04"	N50°54'45"W	36.88'
C2	6.79'	301.00'	1°17'33"	N08°28'43"W	6.79'
C3	44.87'	27.00'	95°12'39"	S38°24'13"W	39.88'
C4	221.68'	649.00'	19°34'06"	N84°12'28"W	220.55'
C5	238.03'	701.00'	19°27'19"	N84°09'03"W	235.89'
C6	251.22'	531.00'	27°05'23"	S59°11'35"W	248.85'
C7	164.03'	284.00'	33°05'32"	S62°11'08"W	161.76'
C8	46.94'	27.00'	89°36'59"	N51°27'11"W	41.25'
C9	123.96'	531.00'	15°22'32"	S76°26'02"W	123.68'

SURVEYOR'S CERTIFICATE:

I, MICHAEL D. EMBREE, LICENSED PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 332, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE LOCATED IN THE GROUND AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED, WITHIN ONE YEAR FROM THE RECORDING OF THIS PLAN.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

DATED - APRIL 9, 2010



MICHAEL D. EMBREE
LICENSED PROFESSIONAL SURVEYOR No. 50860
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447-2000

Land Development & Land Use
Surveying & Mapping
Engineering & Construction
Environmental & Land Use
Water & Natural Resources



SECTION 21
TOWN 3 SOUTH, RANGE 6 EAST
HARTLAND TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN

FOX RIDGE HOMES, LLC
FOX RIDGE II
OF HARTLAND
SURVEY - COMPOSITE PLAN

APRIL 9, 2010

REVISIONS



SCALE: 1" = 100 FEET
DATE: APRIL 9, 2010
BY: M.D.E.
CHECKED: J.C.
DRAWN: J.C.
FILED: J.C.
SHEET 10

Livingston County Register of Deeds: 2010R-023092

LEGEND

- CONCRETE MONUMENT SECTION CORNER
- R.O.W. RIGHT-OF-WAY
- BOUNDARY LINE
- EASEMENT (AS LABELED)
- MATCH LINE
- CURVE IDENTIFIER

NOTES:

ALL DIMENSIONS ARE IN FEET OR DECIMALS THEREOF.

ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.

FLOOD INSURANCE RATE MAP ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, COMMUNITY PANEL No. 260784-0005-B, MAP REVISED DATE: SEPTEMBER 20, 1996, SHOW SUBJECT CONDOMINIUM WITHIN "OTHER AREAS ZONE 'X'" (AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAIN).

BEARINGS ARE BASED ON PREVIOUS SURVEY BY THE SPICER GROUP, DATED: AUGUST 11, 2004, JOB NO. 102382.00.

ALL EASEMENTS OF RECORD LISTED IN COMMITMENT FOR TITLE INSURANCE, ISSUED BY TRANSACTION TITLE INSURANCE COMPANY, COMMITMENT No. S-512094, EFFECTIVE DATE: JANUARY 22, 2003 AT 8:00 a.m. ARE SHOWN ON SURVEY DETAIL PLANS.

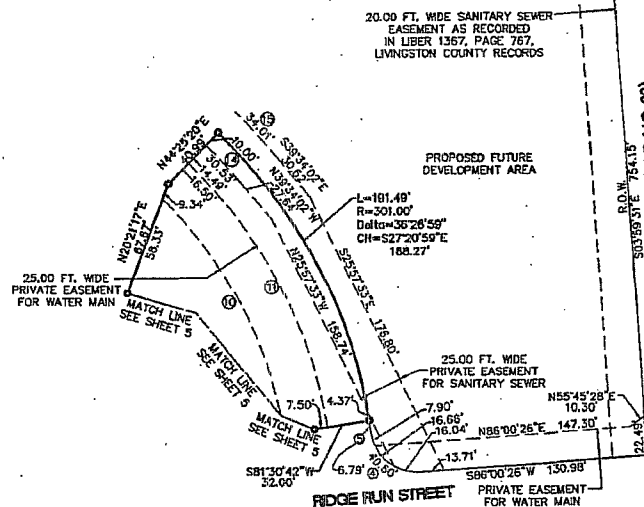
SUBJECT TO EASEMENT IN FAVOR OF COMCAST OF MICHIGAN, LLC, AS RECORDED IN INSTRUMENT No. 2006R-023949, LIVINGSTON COUNTY RECORDS.

SEE ARTICLE VI OF MASTER DEED FOR DESCRIPTION OF EASEMENTS.

ALL ROADS (CROSSVIEW TRAIL) ARE PRIVATE RIGHT-OF-WAYS.

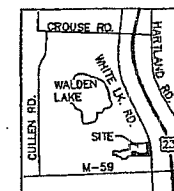
THE CONDOMINIUM IS SUBJECT TO CONTRACTION AS PROVIDED IN ARTICLE XI OF MASTER DEED. THE COMMON ELEMENTS AND UNITS IN THE CONDOMINIUM ARE ALL SUBJECT TO CONVERSION AS PROVIDED IN ARTICLE XII OF MASTER DEED.

SUBJECT TO THE TERMS AS LAID OUT IN A CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE "FOX RIDGE OF HARTLAND COMMUNITY ASSOCIATION", AS RECORDED IN LIBER 4721, PAGE 141, LIVINGSTON COUNTY RECORDS.



"FOX RIDGE I OF HARTLAND"
(A CONTRACTIBLE CONDOMINIUM PROJECT)
LIVINGSTON COUNTY CONDOMINIUM PLAN No. 331

CURVE	LENGTH	RADIUS	DELTA	CHD. BEARING	CHORD
4	40.60'	27.00'	88°09'36"	S50°54'45"E	36.88'
5	6.78'	301.00'	01°17'32"	N08°28'43"W	6.78'
10	145.24'	251.50'	33°05'18"	N26°09'57"W	143.23'
11	175.64'	276.50'	32°23'48"	S27°22'48"E	172.71'
14	30.53'	291.00'	06°00'39"	N42°34'21"W	30.51'
15	34.01'	316.00'	06°10'01"	S42°39'02"E	34.00'



LOCATION MAP
(NOT TO SCALE)

BENCHMARK:

#1 - NAIL IN THE SOUTH SIDE OF A 16" QUAD CHERRY TREE, LOCATED 324.3' FEET NORTHWESTERLY FROM P.O.B.

ELEVATION = 994.61 (NGVD 1929)

#2 - SOUTH SIDE OF A 14" CHERRY TREE, LOCATED 240 FEET NORTH OF THE NORTHWEST CORNER OF FUTURE EXPANDABLE AREA (SEE SHEET 2).

ELEVATION = 1007.23 (NGVD 1929)

SURVEYOR'S CERTIFICATE:

I, MICHAEL D. EMBREE, LICENSED PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 332, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE LOCATED IN THE GROUND AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED, WITHIN ONE YEAR FROM THE RECORDING OF THIS PLAN.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

DATED - APRIL 9, 2010



MICHAEL D. EMBREE
LICENSED PROFESSIONAL SURVEYOR NO. 56860
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447-2000

Local Development & Real Estate
Power & Energy
Manufacturing
Infrastructure
Transportation & Logistics
Water & Natural Resources

ATWELL



FOX RIDGE I OF HARTLAND
SURVEY DETAIL PLAN
SECTION 13

FOX RIDGE I OF HARTLAND
SURVEY DETAIL PLAN
SECTION 13

DATE: APRIL 9, 2010

DATE: APRIL 9, 2010

DATE: APRIL 9, 2010

DATE: APRIL 9, 2010

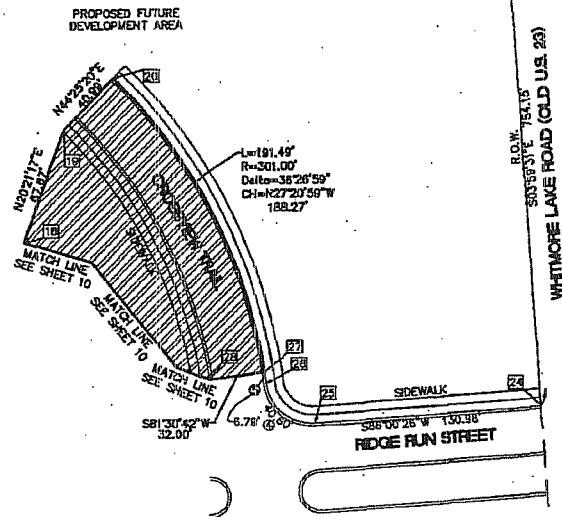
DATE: APRIL 9, 2010

DATE: APRIL 9, 2010

DATE: APRIL 9, 2010

DATE: APRIL 9, 2010

Livingston County Register of Deeds - 2010R-025092



ALL DIMENSIONS ARE IN FEET OR DECIMALS THEREOF.

ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.

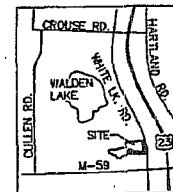
BEARINGS ARE BASED ON PREVIOUS SURVEY BY THE SPICER GROUP, DATED: AUGUST 11, 2004, JOB NO. 102382.00.

ALL EASEMENTS OF RECORD LISTED IN COMMITMENT FOR TITLE INSURANCE, ISSUED BY TRANSACTION TITLE INSURANCE COMPANY, COMMITMENT NO. 5-512004, EFFECTIVE DATE JANUARY 22, 2003 AT 8:00 a.m. ARE SHOWN ON SURVEY DETAIL PLANS.

ALL ROADS (CROSSWALK TRAIL) ARE PRIVATE RIGHT-OF-WAYS.

THE CONDOMINIUM IS SUBJECT TO CONTRACTOR AS PROVIDED IN ARTICLE XI OF MASTER DEED. THE COMMON ELEMENTS AND UNITS IN THE CONDOMINIUM ARE ALL SUBJECT TO CONVERSION AS PROVIDED IN ARTICLE XII OF MASTER DEED.

SUBJECT TO THE TERMS AS LAID OUT IN A CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE "FOX RIDGE OF HARTLAND COMMUNITY ASSOCIATION", AS RECORDED IN UBER 4721, PAGE 141, LIVINGSTON COUNTY RECORDS.



LOCATION MAP
(NOT TO SCALE)

BENCHMARK:

(7) - NAIL IN THE SOUTH SIDE OF A 18" QUAD CHERRY TREE, LOCATED 324± FEET NORTHWESTERLY FROM P.O.B.

ELEVATION = 994.51 (NGVD 1929)

#12 - SOUTH SIDE OF A 14" CHERRY TREE, LOCATED ±40 FEET NORTH OF THE NORTHWEST CORNER OF FUTURE EXPANDABLE AREA (SEE SHEET 2).

ELEVATION = 1007.23 (NGVD 1929)

COORDINATE POINT TABLE		
NO.	NORTHING	EASTING
18	11486.23	10819.59
19	11528.87	10843.13
20	11578.95	10871.88
24	11370.86	11118.83
25	11361.42	10988.27
26	11385.00	10959.34
27	11391.71	10958.31
28	11386.99	10928.63

DATED - APRIL 9, 2010

MICHAEL D. EMBREE
LICENSED PROFESSIONAL SURVEYOR NO. 56860
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447-2000



ATWELL
VIEW OUR COMPANY BROCHURE BY REQUESTING
OUR CATALOGUE FROM: 1. 800-255-7273
2. WWW.ATWELL.COM



JOHN 21
 TOWN 3 SOUTH, RANGE 6 EAST
 HARTLAND TOWNSHIP
 WASHINGTON COUNTY, MISSOURI

BRIDGE HOUSE, L.L.C.
FOX RIDGE II
OF HARTLAND
SITE PLAN
SECTION "B"

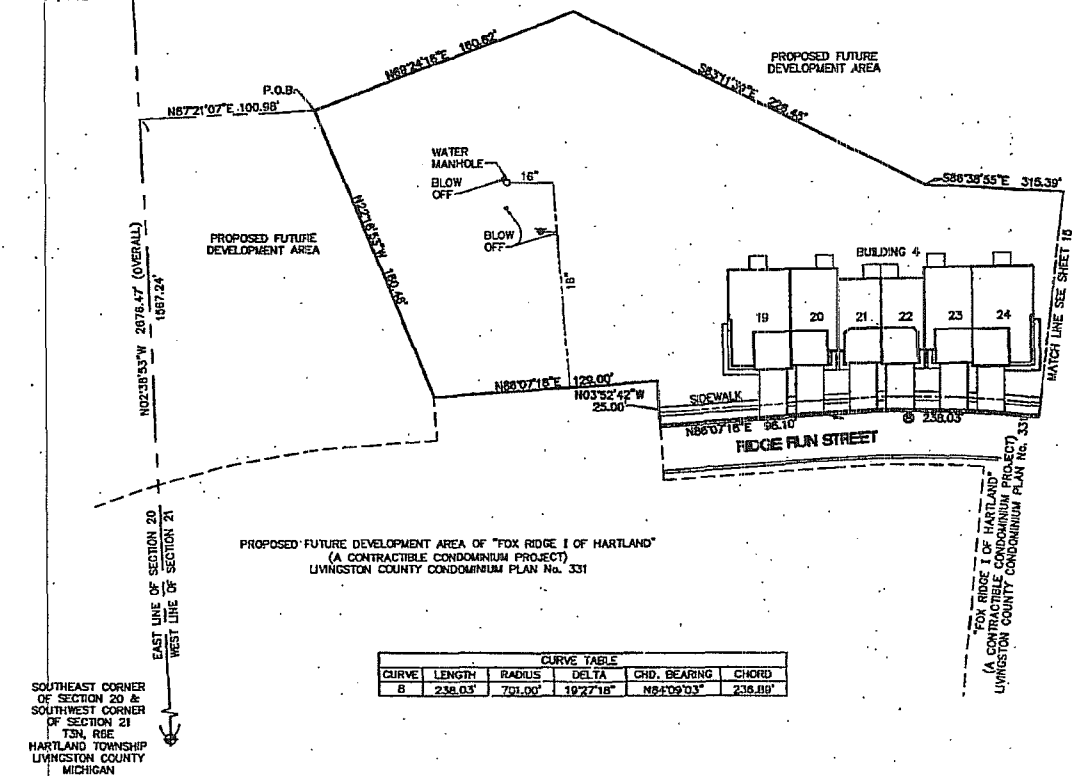
DATE APR 9 2010



1° IN 30 FEET
ON EAL ON JPC
P.M. J. CIDE
BOOK —
CAS FILE
00000000-00
JOB 00000000
PAC 0000 —
WGT 00

Livingston County Register of Deeds. 2010R-025092 SECTION

EAST 1/4 CORNER
OF SECTION 20 &
WEST 1/4 CORNER
OF SECTION 21
T3N, R6E



PROPOSED FUTURE DEVELOPMENT AREA OF "FOX RIDGE I OF HARTLAND"
(A CONTRACTIBLE CONDOMINIUM PROJECT)
LIVINGSTON COUNTY CONDOMINIUM PLAN No. 331

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHD. BEARING	CHORD
6	238.03'	701.00'	19°27'18"	N84°09'03"	238.09'

NOTES:

ALL DIMENSIONS ARE IN FEET OR DECIMALS THEREOF.

ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.

FLOOD INSURANCE RATE MAP ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, COMMUNITY PANEL No. 260784-0005-B, MAP REVISED DATE: SEPTEMBER 20, 1996, SHOW SUBJECT CONDOMINIUM WITHIN "OTHER AREAS ZONE 'X'" (AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAIN).

BEARINGS ARE BASED ON PREVIOUS SURVEY BY THE SPIDER GROUP, DATED: AUGUST 11, 2004, JOB NO. 102382.00.

STORM SEWERS, SANITARY SEWERS, WATER MAINS AND ROADS PER PLANS BY DESNE, INC. ON FILE WITH HARTLAND TOWNSHIP.

LOCATIONS OF ELECTRIC, TELEPHONE, CABLE T.V. AND NATURAL GAS UTILITY LINES ON FILE WITH APPROPRIATE UTILITY COMPANY. UTILITY LOCATIONS, AS SHOWN ARE APPROXIMATE.

THE LOCATION OF UNITS WITHIN EACH BUILDING IS SUBJECT TO MODIFICATION BASED ON THE TYPE OF UNIT THAT IS SELECTED BY PURCHASING CO-OWNER. THE FINAL LOCATION OF UNITS WILL BE SHOWN ON THE "CONSOLIDATED CONDOMINIUM SUBDIVISION PLAN".

ALL EASEMENTS OF RECORD LISTED IN COMMITMENT FOR TITLE INSURANCE, ISSUED BY TRANSMATION TITLE INSURANCE COMPANY, COMMITMENT No. 5-512094, EFFECTIVE DATE: JANUARY 22, 2003 AT 8:00 a.m. ARE SHOWN ON SURVEY DETAIL PLANS.

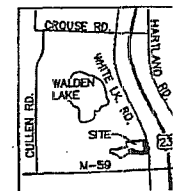
SEE ARTICLE VII OF MASTER DEED FOR DESCRIPTION OF EASEMENTS.

ALL ROADS (CROSSMEW TRAIL) ARE PRIVATE RIGHT-OF-WAYS.

INGRESS AND EGRESS TO BUILDING 2 THROUGH 4 IS GRANTED IN ARTICLE VI OF THE MASTER DEED OF "FOX RIDGE I OF HARTLAND", LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 331, AS RECORDED IN LIBER 4721, PAGE 232, LIVINGSTON COUNTY RECORDS AND ARTICLE VII OF THE "FOX RIDGE II OF HARTLAND" MASTER DEED, AS RECORDED IN LIBER 4721, PAGE 247, LIVINGSTON COUNTY RECORDS.

THE CONDOMINIUM IS SUBJECT TO CONTRACTION AS PROVIDED IN ARTICLE XI OF MASTER DEED. THE COMMON ELEMENTS AND UNITS IN THE CONDOMINIUM ARE ALL SUBJECT TO CONVERSION AS PROVIDED IN ARTICLE XII OF MASTER DEED.

SUBJECT TO THE TERMS AS LAID OUT IN A CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE "FOX RIDGE OF HARTLAND COMMUNITY ASSOCIATION", AS RECORDED IN LIBER 4721, PAGE 141, LIVINGSTON COUNTY RECORDS.



LOCATION MAP
(NOT TO SCALE)

BENCHMARK:

#1 - NAIL IN THE SOUTH SIDE OF A 18" QUAD CHERRY TREE, LOCATED 3244.2 FEET NORTHWESTERLY FROM P.O.B.

ELEVATION = 994.51 (NGVD 1929)

#2 - SOUTH SIDE OF A 14" CHERRY TREE, LOCATED 240 FEET NORTH OF THE NORTHWEST CORNER OF FUTURE EXPANDABLE AREA (SEE SHEET 2).

ELEVATION = 1007.23 (NGVD 1929)

LEGEND

- SANITARY SEWER MANHOLE
- SANITARY SEWER 8" DIA. (TYP.) (UNLESS OTHERWISE NOTED)
- FLARED END SECTION
- CATCH BASIN
- 12" STORM DRAIN PIPE W/DIAMETER
- HYDRANT
- WATER MAIN 8" DIA. (TYP.) (UNLESS OTHERWISE NOTED)
- CURB
- R.O.W. RIGHT-OF-WAY
- BOUNDARY LINE
- EASEMENT (AS LABELED)
- MATCH LINE
- ③ CURVE IDENTIFIER

DATED - APRIL 9, 2010



MICHAEL D. EMMER
LICENSED PROFESSIONAL SURVEYOR NO. 56860
ATWELL, LLC
TWO TOWNE SQUARE, SUITE 700
SOUTHFIELD, MI 48076
(248) 447-2000

Atwell & Emmer
Survey & Engineering
10000 E. 14th Avenue
Suite 100
Denver, CO 80231
Phone: (303) 751-1111
Fax: (303) 751-1112
www.atwellandemmer.com



SECTION 11
T3N 3 SOUTH RANGE 6 EAST
HARTLAND TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN

FOX RIDGE I OF HARTLAND
UTILITY PLAN
SECTION 10

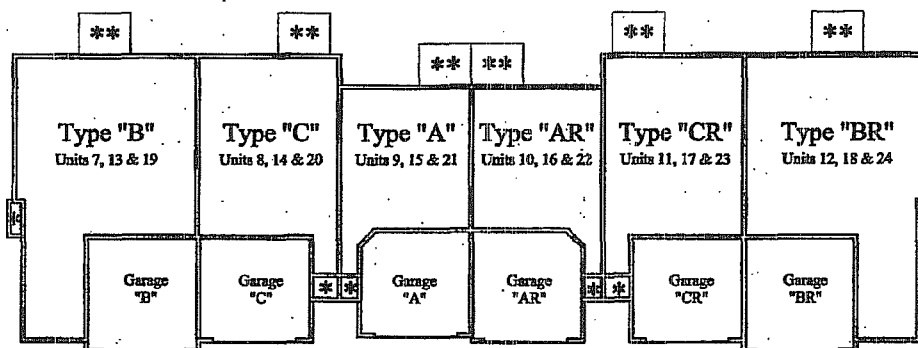
DATE: APRIL 9, 2010

REVISIONS



1" = 30 FEET
PLOT 4 OF 10
JOB NO. 102382-10
FILED IN
SHEET 10

Livingston County Register of Deeds, 2010R-025092



LEGEND

- * PORCH
- ** PATIO CONCRETE SLAB

NOTES:

THE CONDOMINIUM IS SUBJECT TO CONTRACTION AS PROVIDED IN ARTICLE XI OF MASTER DEED. THE COMMON ELEMENTS AND UNITS IN THE CONDOMINIUM ARE ALL SUBJECT TO CONVERSION AS PROVIDED IN ARTICLE XII OF MASTER DEED.

THE LOCATION OF UNITS WITHIN EACH BUILDING IS SUBJECT TO MODIFICATION BASED ON THE TYPE OF UNIT THAT IS SELECTED BY PURCHASING CO-OWNERS. THE FINAL LOCATION OF UNITS WILL BE SHOWN ON THE "CONSOLIDATED CONDOMINIUM SUBDIVISION PLAN".

SUBJECT TO THE TERMS AS LAID OUT IN A CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE "FOX RIDGE OF HARTLAND COMMUNITY ASSOCIATION", AS RECORDED IN UBER 4721, PAGE 141, LIVINGSTON COUNTY RECORDS.



DATED - APRIL 9, 2010

Michael D. Embree
 MICHAEL D. EMBREE
 LICENSED PROFESSIONAL SURVEYOR NO. 56860
 ATWELL, LLC
 TWO TOWNE SQUARE, SUITE 700
 SOUTHFIELD, MI 48076
 (248) 447-2000

Land Development & Real Estate
 Planning & Design
 Surveying & Mapping
 Engineering & Construction
 Environmental & Energy
 Water & Wastewater
 ATWELL IN EAST ANTON, MISSOURI



SECTION 21
 TOWNSHIP 3 NORTH, RANGE 6 EAST
 HARTLAND TOWNSHIP
 LIVINGSTON COUNTY, MICHIGAN

FOX RIDGE HOMES, L.L.C.
 FOX RIDGE
 OF HARTLAND
 UNIT IDENTIFICATION PLAN

DATE: APRIL 9, 2010

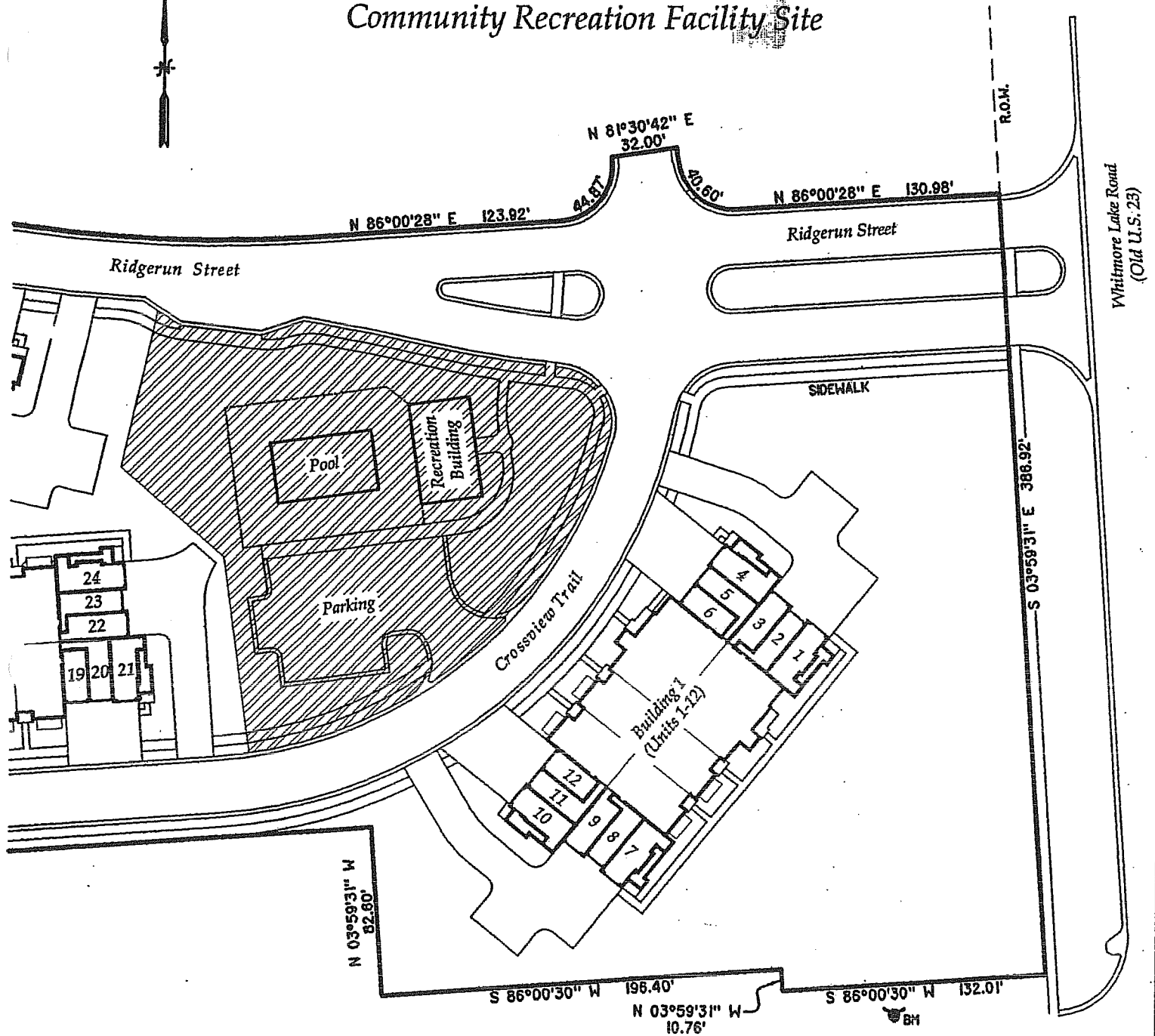


SCALE: 0' = 1" = 30 FEET
 DATE: APRIL 9, 2010
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT: [Signature]
 SHEET NO. 13

Livingston County Register of Deeds - 2010R-025002

Exhibit C

Fox Ridge Condominium Community Recreation Facility Site



Legend

- Boundary Line
- Match Line
- Curb
- COMMUNITY RECREATION FACILITY SITE

PROJECT:

FOX RIDGE
CONDOMINIUM

CLIENT:

Fox Ridge Homes, LLC.
41050 Vincent Court
Novi, Michigan 48375
(248) 615-1313

SCALE: N.T.S.

PROJECT No.: 30153

DWG NAME: Exhibit C

January 25, 2005

DESIGN INC
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114



* 2 0 0 6 R - 0 2 7 3 9 8 *

2006R-027398

RECORDED ON

11/13/2006 08:57:43AM

SALLY REYNOLDS

REGISTER OF DEEDS

LIVINGSTON COUNTY, MI 48043

RECORDING: 70.00

REMON: 4.00

PAGES: 21

FIRST AMENDMENT TO MASTER DEED OF
FOX RIDGE II OF HARTLAND
(A Residential Condominium)
LIVINGSTON COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 332

On this 22nd day of September, 2006, Fox Ridge Homes, L.L.C., a Michigan limited liability company, whose address is 41050 Vincent Court, Novi, Michigan 48375, the Developer of Fox Ridge II of Hartland, a Condominium Project established in the Township of Hartland, Livingston County, Michigan pursuant to the Master Deed thereof, recorded on February 22, 2005 in Liber 4721, Pages 247 through 337, both inclusive, Livingston County Records, and known as "Fox Ridge II of Hartland," Livingston County Condominium Subdivision Plan No. 332 (the "**Original Master Deed**"), hereby amends the Original Master Deed, pursuant to the authority reserved in Article VIII, Section (c), for the purposes of (i) modifying the dimensions of one of the buildings in the Condominium, (ii) revising the basement dimensions in several of the buildings in the Condominium, (iii) modifying the dimensions of certain sidewalks in the Condominium and (iv) clarifying the restrictions imposed in the By-Laws regarding the display of signs within the Condominium. Upon the recording of this First Amendment to Master Deed (the "**First Amendment**") in the office of the Livingston County Register of Deeds, the Original Master Deed (including the Condominium By-Laws and the Condominium Subdivision Plan which are attached to the Original Master Deed as Exhibits "A" and "B", respectively), will be amended, as follows:

1. Sheets 1, 2, 7, 9, 10, 11, 12, and Sheets 14 through 24, both inclusive, of Replat No. 1 of the Condominium Subdivision Plan of "Fox Ridge II of Hartland", as attached hereto, entirely replace and supercede previously recorded Sheets 1, 2, 7, 9, 10, 11, 12 and Sheets 14 through 24, both inclusive, of the Condominium Subdivision Plan of "Fox Ridge II of Hartland" recorded as Exhibit B to the Original Master Deed. (Building 7 and the dimensions of Units 37 through 40 contained therein are correctly shown on Sheets 2, 7, 12, 17, 18, 19, 20 and 21. Basement dimensions in the six buildings with 6 Units each are correctly shown on Sheet 22. Sidewalk dimensions are correctly shown on Sheets 9, 10, 11, 12, 14, 15, 16 and 17).


2. Article VI, Section 6 of the By-Laws attached to and recorded as Exhibit AA@ to the Original Master Deed is hereby revised to read as follows:

Section 6. No commercial signs of any kind, including "for sale" signs, shall be placed or maintained within or upon any Unit except with the written permission of the Board of Directors or except as may be required by legal proceedings. (Nothing in this provision shall limit the rights of the Developer to install or maintain signs in furtherance of the Developer's development and sales activities as described in Section 15 of this Article VI). If such permission is granted, the Board of Directors shall have the right to restrict the size, color and content of such signs. The authority reserved to the Board of Directors to issue and enforce rules in Section 2(b) of this Article VI shall include the right to establish rules regarding the posting of "For Sale" signs. The Developer shall determine the design, shape and location of mailboxes during the Development and Sales Period. After the Development and Sales Period, any change in the design, shape or location of mailboxes shall require the prior approval of the Association through its Board of Directors.

3. Except as set forth in this First Amendment, the Original Master Deed (including the Condominium By-Laws and Condominium Subdivision Plan attached thereto), is hereby ratified and confirmed.


Dated: September 22, 2006

Fox Ridge Homes, L.L.C.
a Michigan limited liability company

By: 
Scott A. Day
Its: Manager

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 22 day of September, 2006, the foregoing First Amendment to Master Deed was acknowledged before me by Scott A. Day, Manager of Fox Ridge Homes, L.L.C., a Michigan limited liability, on behalf of the Company.


Alison Van Tilburg, Notary Public
Oakland County, Michigan
My Commission Expires: May 13, 2010
Acting in Oakland County

Drafted by and when Recorded Return to:

George W. Day, Esq.

Scott I. Mirkes, Esq.

✓ Jackier Gould, P.C.

Suite 200, 121 West Long Lake Road

Bloomfield Hills, MI 48304-2719

J:\3276\2\00055853.DOC

Fox Ridge II Of Hartland

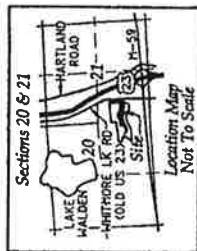
Town 3 North, Range 6 East

Hartland Township, Livingston County, Michigan

Livingston County Condominium Subdivision Plan No. 332

Legal Descriptions

FOX RIDGE II OF HARTLAND



Commencing at the Southwest Corner of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan; thence N 02°28'53" W 1354.37 feet along the West line of said Section 21 to the PLACE OF BEGINNING; thence along the Hartley line of Proposed Future Development Area of "Fox Ridge 1 of Hartland" CA Contract/35 Condominium Subdivision Plan No. 331, the following five courses: (1) Southwesterly 251.21 feet along the arc of a 531.00 foot radius, non-tangential curve to the left, having a central angle of 27°06'23" and a long chord which bears S 39°1'32" E 248.85 feet; (2) Southwesterly 164.03 feet along the arc of a 298.00 foot radius reverse curve to the right, having a central angle of 33°05'32" and a long chord which bears S 62°11'08" E 161.78 feet; (3) Northwesterly 46.95 feet along the arc of a 27.00 foot radius compound curve to the right, having a central angle of 99°37'55" and a long chord which bears N 51°27'11" W 41.25 feet; (4) N 01°38'13" E 3.04 feet and (5) S 88°37'26" W 32.00 feet; thence N 08°42'30" W 73.81 feet; thence N 74°02'55" E 41.00 feet; thence S 35°48'35" E 99.08 feet; thence S 32°29'49" W 133.01 feet; thence S 57°30'11" E 33.69 feet; thence N 8°30'52" E 15.03 feet; thence N 78°50'51" E 304.26 feet; thence N 69°24'36" E 60.82 feet; thence S 63°13'39" E 226.65 feet; thence S 89°38'55" E 316.39 feet; thence S 72°03'37" E 129.94 feet; thence N 20°21'17" E 67.67 feet; thence N 44°22'30" E 50.14 feet; thence N 34°03'34" E 91.01 feet; thence N 03°33'40" W 468.84 feet; thence (1) S 84°26'02" E 180.62 feet; thence S 03°59'31" E 754.15 feet along the Hartley Right-of-Way of Whitlams Lake Road (Old U.S. 2) to the PLACE OF BEGINNING; thence along the arc of a 301.00 foot radius reverse curve to the left, having a central angle of 01°17'32" and a long chord which bears N 08°28'33" W 30.88 feet; (2) Northwesterly 6.79 feet along the arc of a 301.00 foot radius, non-tangential curve to the left, having a central angle of 01°17'32" and a long chord which bears N 08°28'33" W 30.88 feet; (3) Southwesterly 44.87 feet along the arc of a 649.00 foot radius reverse curve to the right, having a central angle of 09°34'08" and a long chord which bears N 84°12'39" W 220.58 feet; thence along the Hartley line of the Proposed Future Development Area of said "Fox Ridge 1 of Hartland" the following seven courses: (1) continuing Southwesterly 94.31 feet along the arc of a 701.00 foot radius reverse curve to the left, having a central angle of 07°42'29" and a long chord which bears N 89°18'33" W 94.21 feet; (2) S 85°07'18" W 96.10 feet; (3) N 03°54'42" E 23.00 feet; (4) S 86°07'18" W 102.00 feet; (5) S 03°52'42" E 25.00 feet; (6) S 88°07'18" W 38.87 feet and (7) Southwesterly 23.97 feet along the arc of a 531.00 foot radius curve to the left, bearing a central angle of 13°22'35" and a long chord which bears S 79°28'01" W 123.59 feet to the Place of Beginning. Being a part of the Southeast 1/4 of Section 20 and part of the Southeast 1/4 of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan.

Containing 8.83 acres of land, more or less. Subject to and/or together with easements and restrictions of record, if any.

PROPOSED FUTURE DEVELOPMENT AREA NORTH

[illegible]

Containing 18.41 acres of land, more or less. Subject to and/or together with easements and restrictions of record, if any.

PROPOSED FUTURE DEVELOPMENT AREA SOUTH

A Part of "Fox Ridge I Of Marland" (A Contractible Condominium Project) Lying Within County Condominium Subdivision Plan No. 331 And The Proposed Future Development Area Of Said "Fox Ridge I Of Marland"

[illegible]

Containing 9.87 acres of land, more or less. Subject to and/or together with easements and restrictions of record.

Sheet No.	Sheet Description
1a	Cover Sheet
2a	Survey Plan - Composite Plan
3	Survey Detail Plan - Section "A"
4	Survey Detail Plan - Section "B" - Building 1
5	Survey Detail Plan - Section "C" - Building 2
6	Survey Detail Plan - Section "D" - Building 4
7a	Survey Detail Plan - Section "E" - Building 6 & 7
8	Site Plan - Section "A"
9a	Site Plan - Section "B" - Building 1
10a	Site Plan - Section "C" - Building 2 & 3
11a	Site Plan - Section "D" - Building 4 & 5
12a	Site Plan - Section "E" - Building 6 & 7
13	Utility Plan - Section "A"
14a	Utility Plan - Section "B" - Building 1
15a	Utility Plan - Section "C" - Building 2 & 3
16a	Utility Plan - Section "D" - Building 4 & 5
17a	Utility Plan - Section "E" - Building 6 & 7
18a	Unit Identification Plan
19a	Building Basement Plan - Units "A," "C," "CR" And "BR"
20a	Building First Floor Plan - Units "B," "C," "CR" And "BR"
21a	Building Second Floor Plan - "C" And "CR"
22a	Building Basement Plan - Units "A," "AR," "B," "BR," "C" And "CR"
23a	Building First Floor Plan - "A," "AR," "B," "BR," "C" And "CR"
24a	Building Second Floor Plan - "A," "AR," "B," "BR," "C" And "CR"
25	Unit Profile Plans - All Units

The Asterisk (*) Indicates Amended Sheets Which Are Revised. These Sheets With This Submission Are To Replace Sheets Previously Recorded.



JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

APRIL 11, 2005

PROPOSED DATED

133HS

(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

Containing 9.87 acres of land, more or less. Subject to and/or together with easements and restrictions of record.

Fox Ridge II Of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 Of Section 21
Town 3 North, Range 6 East
Hartland Township, Livingston County, Michigan

Survey - Composite Plan

Unplatted

Proposed Future Development Area North

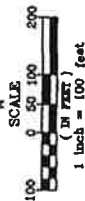
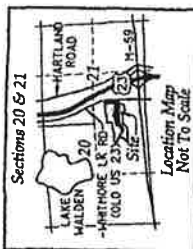
Whitmore Lake Road
(OLD U.S. 23)

Developer

FOX RIDGE HOMES, L.L.C.
4050 VINCENT COURT
NOVI, MI 48375

Surveyor/Engineer

DESINE, INC.
2883 PLESS DRIVE
BRIGHTON, MI 48114

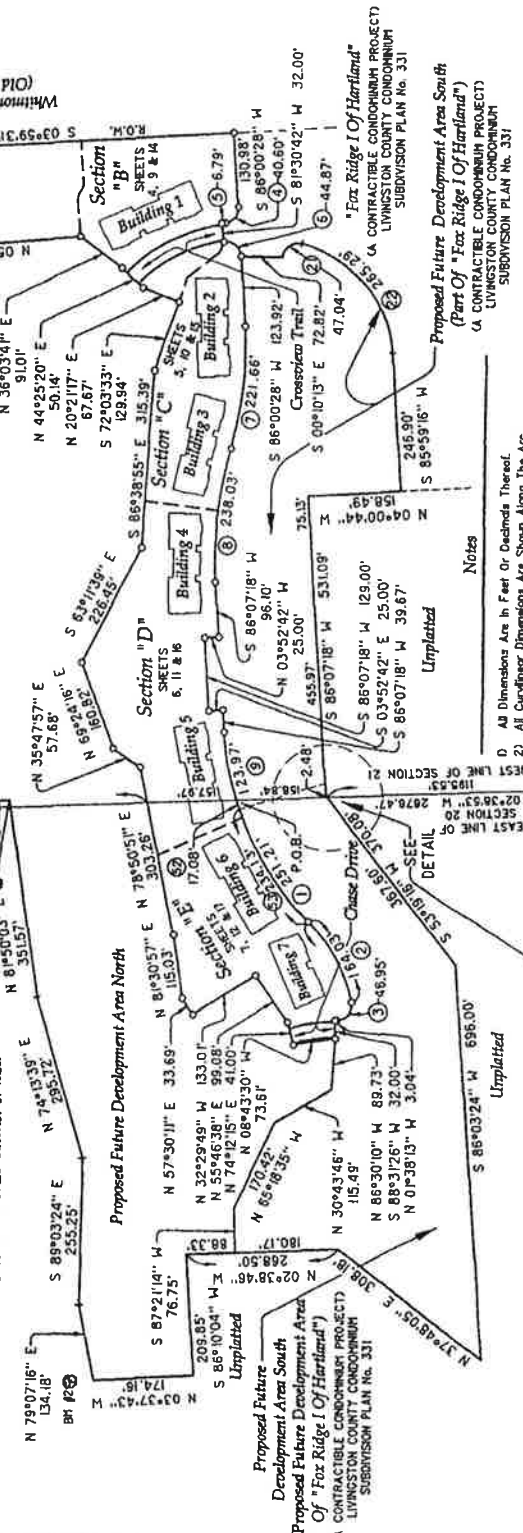


Legend

- The Symbol "O" indicates a 1/2 inch iron rod encased in a 4 inch x 36 inch concrete monument.
- Boundary Line
- - - - - Easement Line
- ② Curve Identifier

Benchmark

- #1 Nail In The South Side Of A 18" Good Cherry Tree, Located 150± Feet West Of Northerly Property Corner Of Future Expandable Area.
Elevation = 994.61 OLC.V.D. OF 1929
- #2 South Side Of A 14" Cherry Tree, Located 40± Feet North Of The Northeast Corner Of Future Expandable Area.
Elevation = 1007.23 OLC.V.D. OF 1929



No.	Length	Radius	Delta	Bearing	Chord	Distance
1	251.21	531.00	27°06'23"	S 59°11'30" W	248.88	
2	184.03	284.00	37°05'32"	S 82°11'08" W	161.76	
3	48.95	27.00	99°57'55"	N 51°27'10" W	41.25	
4	40.60	27.00	86°09'38"	N 50°54'43" W	36.88	
5	6.78	30.00	01°17'32"	N 09°25'43" W	6.79	
6	44.87	27.00	85°12'31"	N 28°25'14" W	22.58	
7	221.68	649.00	19°34'08"	N 84°12'28" W	390.88	
8	236.03	701.00	19°27'18"	N 84°09'03" W	236.89	
9	123.97	531.00	13°22'35"	S 79°25'01" W	123.69	
21	47.04	27.00	99°49'23"	S 54°57'08" W	41.37	
22	265.29	214.00	7°07'42"	S 50°28'25" W	248.83	
52	17.08	531.00	0°50'37"	S 71°48'25" W	17.08	
53	234.13	531.00	23°15'48"	S 58°16'14" W	232.42	

Notes

- All Dimensions Are In Feet Or Decimals Thereof.
- All Curvature Dimensions Are Shown Along The Arc.
- Flood Insurance Rate Map Issued By The Federal Emergency Management Agency, Community Panel No. 250784-0003-B, Map Revised Date: September 20, 1996, Show Subject Condominium Within "Other Area Zone 'X'" Areas Determined To Be Outside 500 Year Flood Plain.
- Bearings Are Based On Previous Survey By The Spicer Group, Dated: August 11, 2004, Job No. 102352.00.
- All Easements Of Record Listed In Commitment For Title Insurance, Issued By Transunion Title Insurance Company, Commitment No. 3-512094, Effective Date: January 22, 2003 At 8:00 a.m. Are Shown On Survey Detail Plans.
- Subject To The Terms As Laid Out In A Certain Dedication Of Commons, Conditions And Restrictions Of The "Fox Ridge II Of Hartland" Condominium Subdivision Plan No. 331, As Recorded In Liber 4721, Page 4721, Livingston County Records.
- See Survey Detail Plans For Depiction Of Public Utility Easements.
- See Article VIII Of Master Deed For Description Of Easements.
- See Article IX Of Master Deed For Description Of Easements.
- Ingress And Egress To Building 1 Through 7 Is Granted In Item 6 Above, The Master Deed Of "Fox Ridge II Of Hartland", Livingston County Condominium Subdivision Plan No. 331, As Recorded In Liber 4721, Page 4721, Livingston County Records And Article VIII Of This "Fox Ridge II Of Hartland" Master Deed.
- The Condominium Is Subject To Cancellation As Provided In Article XI Of Master Deed.
- The Common Elements And Units In The Condominium Are As Subject To Cancellation As Provided In Article XI Of Master Deed.
- Replat 1 Of Fox Ridge II Of Hartland (Sections A-E) = 8.83± Acres
Proposed Future Development Area North = 18.41± Acres
Proposed Future Development Area South = 9.87± Acres

Surveyor's Certificate

I, JOHN C. HAAS III, a Professional Surveyor of the State of Michigan, hereby certify that the subdivision plan known as "FOX RIDGE II OF HARTLAND" Livingston County Condominium Subdivision Plan No. 331, as shown on the accompanying drawings, represents a survey on the ground made under my direction. That there are no existing observable encroachments upon the lands and property herein described.

That the required monuments and iron markers have been or will be located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended within one year from the date of the Exhibit "B" recordation).

That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended).

That the bearings, as shown, are relied on the survey plans as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.



JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

APRIL 11, 2006
PROPOSED DATED

(810) 227-8833
CIVIL ENGINEERS
LAND SURVEYORS
2113 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

Replat No. 1 Of Exhibit "B" To The Master Deed Of

Fox Ridge II Of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southeast 1/4 Of Section 21

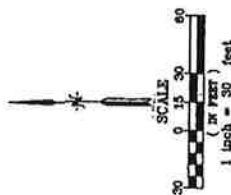
Town 3 North, Range 6 East

Hartland Township, Livingston County, Michigan

Survey Detail Plan - Section "E"

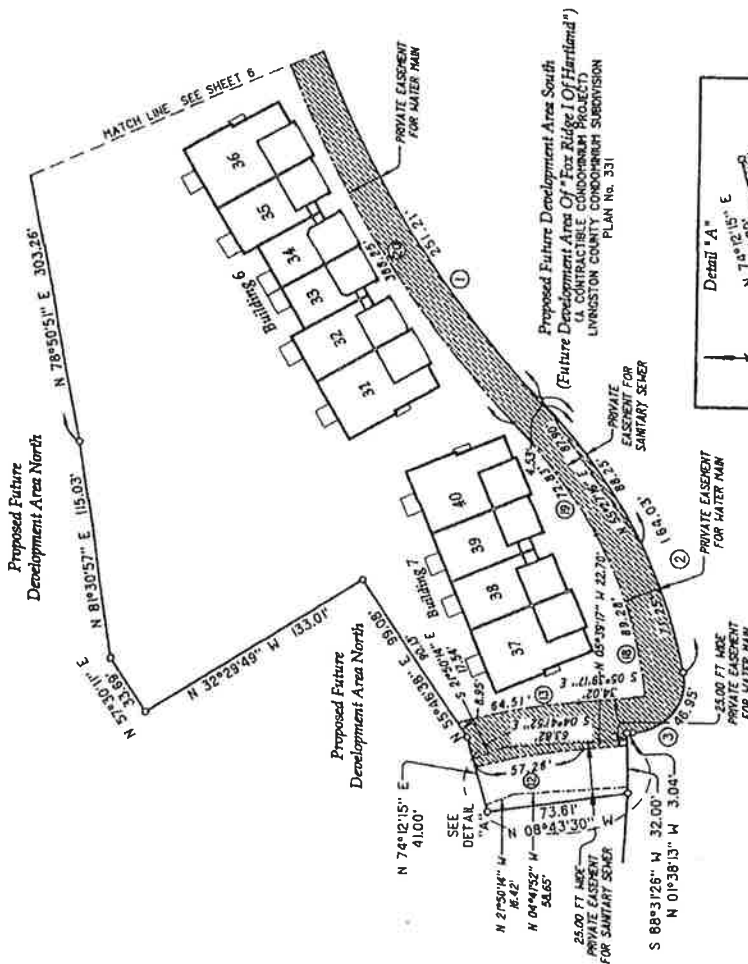
Developer
FOX RIDGE HOMES, L.L.C.
4050 VINCENT COURT
NOVI, MI 48375

Surveyor / Engineer
DESNE INC
2403 PLESS DRIVE
BRIGHTON, MI 48114



Notes

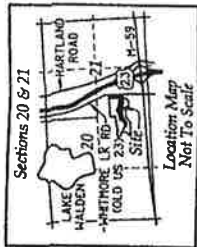
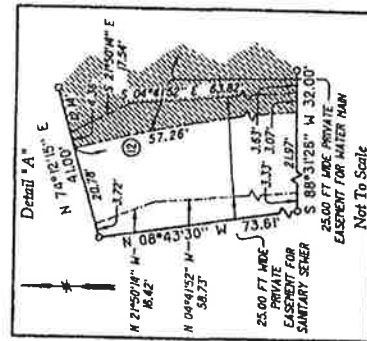
- All Dimensions Are In Feet Or Decimals Thereof.
- All Curvilinear Dimensions Are Shown Along The Arc.
- Flood Insurance Rate Map Issued By The Federal Emergency Management Agency, Community Panel No. 260794-0005-B, Map Revised Date: September 20, 1996, Shows Subject Condominium Within "Other Areas Zone -X-". Unless Determined To Be Outside 500 Year Flood Plain.
- Bearings Are Based On Previous Survey By The Spolar Group.
- Dated: August 11, 2004, Job No. 102352.00.
- All Easements Of Record Listed In Confrontment For Title Insurance, Issued By Transaction Title Insurance Company, Commitment No. 3-512094, Effective Date: January 22, 2003 At 8:00 a.m. Are Shown Hereon.
- See Article VII Of Master Deed For Description Of Easements.
- Subject To The Terms As Laid Out In A Certain Declaration Of Covenants, Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association," As Recorded In Liber 4721, Page 141, Livingston County Records.
- All Roads (Chase Drive And Crosswalk) Traveled Are Private Right-of-Way.
- Ingress And Egress To Building 1 Through 7 Is Granted In: Declaration Of Covenants, Conditions And Restrictions As Laid Above. The Master Deed Of Fox Ridge I Of Hartland, Livingston County Condominium Subdivision Plan No. 311, As Recorded In Liber 4721, Page 232, Livingston County Records And Article VII Of The "Fox Ridge II Of Hartland" Master Deed.
- The Condominium Is Subject To Contract As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are As Subject To Conversion As Provided In Article XII Of Master Deed.



Legend

- The Symbol "O" Indicates A 1/2 In. Iron Rod Encased In A 4 In. X 36 In. Concrete Monument.
- Boundary Line
- 20.00 Ft Wide Private Easement For Sanitary Sewer
- 25.00 Ft Wide Private Easement For Water Main
- Curve Identifier

Curve Table				
No.	Length	Radius	Delta	Bearing
1	25.12'	531.00'	27°08'23"	S 55°17'32" W
2	164.03'	284.00'	33°05'32"	S 62°10'08" W
3	46.95'	27.00'	99°37'55"	N 51°27'11" W
4	57.26'	323.50'	8°08'28"	N 10°43'31" W
5	64.51'	348.50'	10°36'22"	S 10°57'28" E
6	89.28'	217.50'	23°31'09"	N 53°06'57" E
7	72.83'	265.50'	15°43'03"	N 53°29'52" E
8	388.25'	549.50'	40°28'58"	N 65°52'49" E



Benchmark:

- #1 Nail In The South Side Of A 16" Quail Cherry Tree, Located 150± Feet West Of Northern Property Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 994.61 (N.C.V.D. Of 1929)
- #2 South Side Of A 14" Cherry Tree, Located 40± Feet North Of The Northwest Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 1007.23 (N.C.V.D. Of 1929)

Surveyor's Certificate

I, JOHN C. HAAS III, a Professional Surveyor of the State of Michigan, hereby certify:
That the subdivision plan known as "FOX RIDGE II OF HARTLAND," Livingston County Condominium Subdivision Plan No. 332, as shown on the accompanying drawings, represents a survey on the ground made under my direction.
That there are no existing observable encroachments upon the lands and property herein described.
That the required monuments and iron markers have been or will be located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended) within one year from the date of the Exhibit "B" recordation.
That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended).
That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.



JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

APRIL 11, 2006

PROPOSED DATED

SHEET 7

(310) 227-8533
CIVIL ENGINEERS
LAND SURVEYORS
2165 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

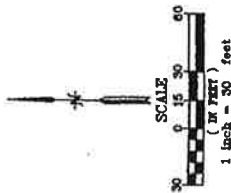
Replat No. 1 Exhibit "B" To The Master Deed Of **Fox Ridge II Of Hartland**

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 Of Section 21
 Town 5 North, Range 6 East
 Hartland Township, Livingston County, Michigan

Site Plan - Section "B"

Developer
 FOX RIDGE HOMES, L.L.C.
 4050 VINCENT COURT
 NOVI, MI 48375

Surveyor / Engineer
 DESNE INC
 2183 PLESS DRIVE
 BRIGHTON, MI 48114



Legend

Boundary Line

Curb

Match Line

Curve Identifier

Coordinate Point

LIMITED COMMON ELEMENT

GENERAL COMMON ELEMENT

LIMITS OF OWNERSHIP

Notes

All Dimensions Are In Feet Or Decimals Thereof.

All Curvilinear Dimensions Are Shown Along The Arc.

Bearings Are Based On Previous Survey By The Spicer Group,
 Dated: August 11, 2004, Job No. 02352.00.

Refer To Building Plan Sheets 19-25, Article IV Of Master Deed For General And Limited
 Common Elements Of Building Interior.

Building 2 Occupying Units 7 Through 12, Sidewalks And Roads "Must Be Built." Building 1
 And Building 3 Through 7 Occupying Units 1 Through 6 And Units 13 Through 40 "Need Not
 Be Built."

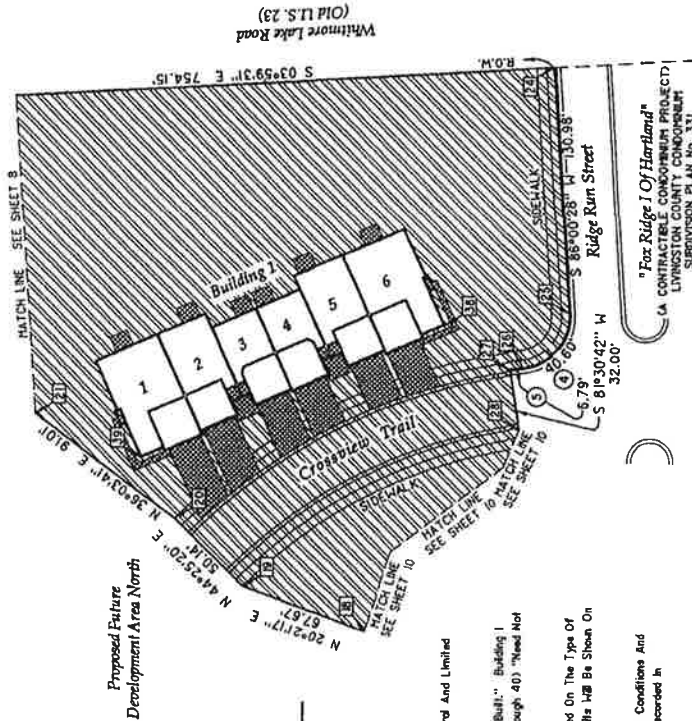
The Location Of Units Within Each Building Is Subject To Modification Based On The Type Of
 Unit That Is Selected By Purchasing Co-Owner. The Final Location Of Units Will Be Shown On
 The "Consolidated Condominium Subdivision Plan."

Subject To The Terms As Laid Out In A Certain Declaration Of Covenants, Conditions And
 Restrictions Of The "Fox Ridge Of Hartland Community Association," As Recorded In
 Liber 4721, Page 141, Livingston County Records.

All Roads (Chase Drive And Crosswinds Trail) Are Private Right-Of-Ways.

Ingress And Egress To Building 1 Through 7 Is Granted In: Declaration Of Covenants,
 Conditions And Restrictions As Laid Out Above, The Master Deed Of "Fox Ridge I Of Hartland,"
 Livingston County Condominium Subdivision Plan No. 331, As Recorded In Liber 4721,
 Page 232, Livingston County Records Article VII Of This "Fox Ridge II Of Hartland" Master
 Deed.

The Condominium Is Subject To Construction As Provided In Article 20 Of Master Deed. The
 Common Elements And Units In The Condominium Are All Subject To Conversion As Provided
 In Article XI Of Master Deed.



"Fox Ridge I Of Hartland"
 (A CONDOMINIUM CONVERSION PROJECT)
 LIVINGSTON COUNTY CONDOMINIUM
 SUBDIVISION PLAN NO. 331

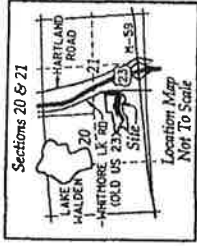
No.	Northing	Easting
18	1466.23	10816.59
19	1529.67	10843.11
20	1555.48	10878.22
21	1539.05	10831.79
24	1370.66	1118.63
25	1351.42	10953.27
26	1385.00	10958.34
27	1391.71	10958.34
28	1386.99	10926.68
38	1425.57	10981.33
39	1583.03	10909.56

No.	First Floor Elevation
1	985.67
2	985.67
3	986.83
4	986.83
5	987.99
6	987.99

Benchmark

#1 Wall In The South Side Of A 16" Quod Cherry
 Tree, Located 502 Feet West Of Hartley Property
 Corner Of Future Expandable Area. (See Sheet 2)
 Elevation = 994.61 (M.C.V.D. Of 1929)

#2 South Side Of A 14" Cherry Tree, Located 402
 Feet North Of The Northwest Corner Of Future
 Expandable Area. (See Sheet 2)
 Elevation = 1007.23 (M.C.V.D. Of 1929)



JOHN C. HILLAS III
 PROFESSIONAL SURVEYOR No. 47198

APRIL 11, 2006
 PROPOSED DATED

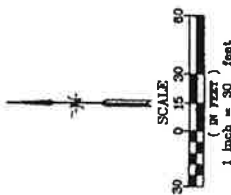
(810) 227-4933
 CIVIL ENGINEERS
 LAND SURVEYORS
 2183 PLESS DRIVE
 BRIGHTON, MICHIGAN 48114

Replat No. 1 Of Exhibit "B" To The Master Deed Of **Fox Ridge II Of Hartland** Part Of The Southeast 1/4 Of Section 20 And The Southeast 1/4 Of Section 21 Town 3 North, Range 6 East Hartland Township, Livingston County, Michigan

Site Plan - Section "C"

Developer
 FOX RIDGE HOMES, L.L.C.
 4050 VINCENT COURT
 NOVI, MI 48275

Surveyor/Engineer
 DESHE INC
 2803 PLESS DRIVE
 BRIGHTON, MI 48114



Legend

- Boundary Line
- Curb
- Match Line
- Curve Identifier
- Coordinate Point

- LIMITED COMMON ELEMENT
- GENERAL COMMON ELEMENT
- LIMITS OF OWNERSHIP

Notes

All Dimensions Are In Feet Or Decimals Thereof.
 All Curvilinear Dimensions Are Shown Along The Arc.
 Bearings Are Based On Previous Survey By The Spolar Group.
 Dated: August 11, 2004, Job No. 102352.00.
 Refer To Building Plan Sheets 19-25, Article IV Of Master Deed For General And Limited Common Elements Of Building Interior.
 Building 2 (Including Units 7 Through 12), Sidewalks And Roads "Must Be Built." Building 1 And Buildings 3 Through 7 (Including Units 1 Through 6 And Units 13 Through 40) "Need Not Be Built."

The Location Of Units Within Each Building Is Subject To Modification Based On The Type Of Unit That Is Selected By Purchasing Co-Owner. The Final Location Of Units Will Be Shown On The "Consolidated Condominium Subdivision Plan."

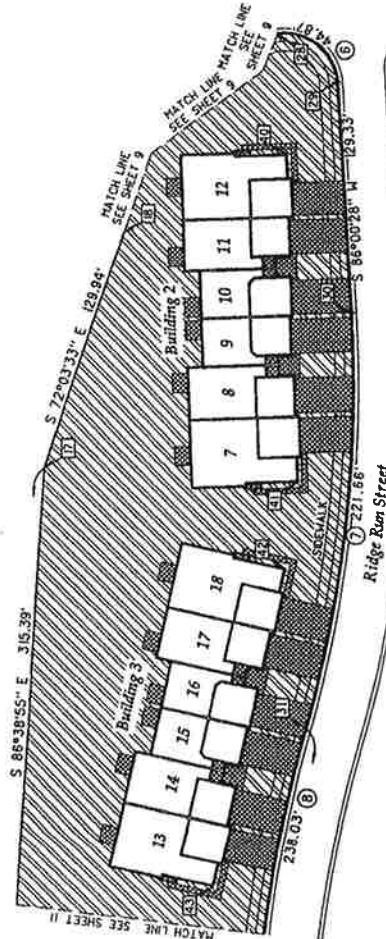
Subject To The Terms As Laid Out In A Certain Declaration Of Covenants, Conditions And Restrictions Of The Fox Ridge Of Hartland Community Association," As Recorded In Liber 4721, Page 141, Livingston County Records.

All Roads (Chase Drive And Crossview Trail) Are Private Right-Of-Ways.

Ingress And Egress To Building 7 Is Granted In: Declaration Of Covenants, Conditions And Restrictions As Laid Out Above, The Master Deed Of "Fox Ridge I Of Hartland," Livingston County Condominium Subdivision Plan No. 331, As Recorded In Liber 4721, Page 232, Livingston County Records Article VII Of This "Fox Ridge II Of Hartland" Master Deed.

The Condominium Is Subject To Contract As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Conversion As Provided In Article XII Of Master Deed.

Proposed Future Development Area North



Proposed Future Development Area South
 (A Part Of "Fox Ridge I Of Hartland")
 (A CONTRACTABLE CONDOMINIUM PROJECT)
 LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 331

No.	First Floor Elevation
7	983.87
8	983.87
9	982.71
10	982.71
11	981.55
12	981.55
13	987.45
14	987.45
15	986.24
16	986.24
17	995.13
18	995.13

Curve Table			
No.	Length	Radius	Delta
6	44.87'	27.00'	95°12'31"
7	22.66'	649.00'	19°54'08"
8	238.03'	701.00'	18°27'18"
		Chord	Distance
		S 36°24'14" W	38.88'
		N 84°12'28" W	220.58'
		N 84°09'03" W	236.83'

No.	Northing	Easting
17	10508.26	10695.97
18	14668.23	10319.59
28	10386.59	10926.69
29	10355.74	10901.91
30	10347.11	10778.29
31	10369.37	10558.84
40	10381.33	10662.88
41	10373.40	10690.02
42	10379.91	10643.29
43	10416.64	10474.19

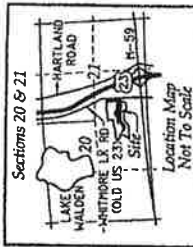
Benchmark

#1 Not In The South Side Of A 16" Quad Cherry Tree, Located 150± Feet West Of Northerly Property Corner Of Future Expandable Area. (See Sheet 2)

Elevation = 984.61 O.N.G.V.D. Of 1929)

#2 South Side Of A 14" Cherry Tree, Located 40± Feet North Of The Northwest Corner Of Future Expandable Area. (See Sheet 2)

Elevation = 1007.23 O.N.G.V.D. Of 1929)



JOHN C. HAINES, JR.
 PROFESSIONAL SURVEYOR No. 47195

APRIL 11, 2006

PROPOSED DATED

(810) 227-8533
 CIVIL ENGINEERS
 LAND SURVEYORS
 2183 PLESS DRIVE
 BRIGHTON, MICHIGAN 48114

SHEET 10

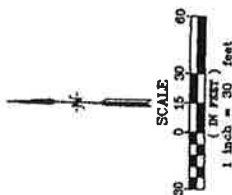
Replat No. 1 Of Exhibit "B" To The Master Deed Of **Fox Ridge II Of Hartland**

Part Of The Southeast 1/4 Of Section 20 And The Southeast 1/4 Of Section 21
 Town 3 North, Range 6 East
 Hartland Township Livingston County, Michigan

Site Plan - Section "D"

Developer
 FOX RIDGE HOMES, L.L.C.
 4050 VINCENT COURT
 NOVI, MI 48375

Surveyor / Engineer
 DESME INC
 283 PLESS DRIVE
 BRIGHTON, MI 48114



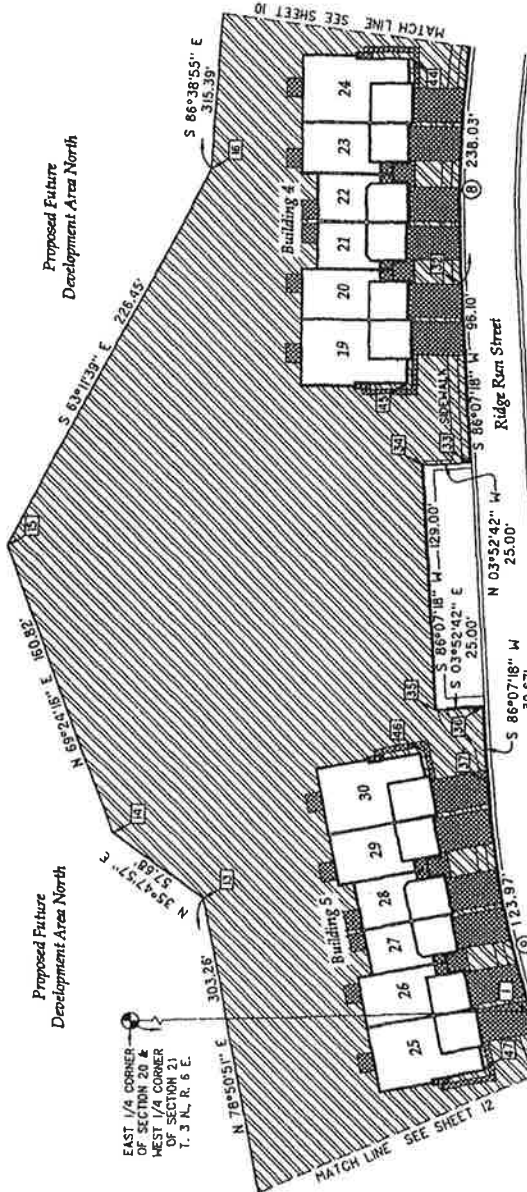
Legend

- Boundary Line
- Curb
- Match Line
- Curve Identifier
- Coordinate Point

- LIMITED COMMON ELEMENT
- GENERAL COMMON ELEMENT
- LIMITS OF OWNERSHIP

No.	Northing	Easting
1	1352.92	9937.43
13	1523.46	9994.72
14	1570.34	10028.46
15	1626.62	10179.01
16	1624.69	10381.12
32	1393.51	10323.18
33	1387.01	10227.30
34	1411.96	10225.81
35	1403.23	10096.90
36	1378.29	10098.59
37	1375.61	10059.02
44	1421.68	10441.85
45	1420.23	10258.81
46	1440.08	10075.68
47	1375.92	9995.04

No.	Elevation
19	1000.15
20	1000.15
21	999.15
22	999.15
23	998.15
24	998.15
25	1000.13
26	1000.13
27	1005.13
28	1005.13
29	1004.13
30	1004.13



Proposed Future Development Area South
 (A Part Of "Fox Ridge I Of Hartland")
 CA CONTRACTIBLE CONDOMINIUM PROJECT
 LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 331

Proposed Future Development Area South
 (Proposed Future Development Area Of
 "Fox Ridge I Of Hartland")
 CA CONTRACTIBLE CONDOMINIUM PROJECT
 LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 331

No.	Length	Radius	Delta	Bearing	Chord	Distance
1	251.21	531.00	27°06'23"	S 55°17'32" W	248.88'	248.88'
6	236.03	701.00	19°27'18"	N 84°09'03" W	236.89'	236.89'
9	123.97	531.00	13°22'35"	S 79°25'01" W	123.89'	123.89'

Notes

- All Dimensions Are In Feet Or Decimals Thereof.
- All Curvilinear Dimensions Are Shown Along The Arc.
- Beatings Are Based On Previous Survey By The Spoor Group, Dated: August 11, 2004, Job No. 102352.00.
- Refer To Building Plan Sheets 10-25, Article IV Of Master Deed For General And Limited Common Elements Of Building Interior.
- Building 2 Enclosing Units 7 Through 12, Sidewalks And Roads "That Be Built" - Building 1 And Buildings 3 Through 7 Enclosing Units 1 Through 6 And Units 13 Through 403 "Need Not Be Built."
- The Location Of Units Within Each Building Is Subject To Modification Based On The Type Of Unit That Is Selected By Purchasing Co-Owner. The Final Location Of Units Will Be Shown On The "Consolidated Condominium Subdivision Plan."
- Subject To The Terms As Laid Out In A Certain Declaration Of Covenants, Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association," As Recorded In Liber 4721, Page 141, Livingston County Records.
- All Roads (Chow Drive And Crossview Trail) Are Private Right-Of-Ways.
- Ingress And Egress To Building 1 Through 7 Is Granted In: Declaration Of Covenants, Conditions And Restrictions As Laid Above. The Master Deed Of "Fox Ridge I Of Hartland," Livingston County Condominium Subdivision Plan No. 331, As Recorded In Liber 4721, Page 232, Livingston County Records Article VI Of This "Fox Ridge I Of Hartland" Master Deed.
- The Condominium Is Subject To Contraction As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Conversion As Provided In Article XI Of Master Deed.

Benchmark

- 1/4 Mile In The South Side Of A 16" Quod Cherry Tree, Located 1502 Feet West Of Northerly Property Corner Of Future Expandable Area. (See Sheet 2)
 Elevation = 994.61 O.C.V.D. Of 1929
- 2/4 Mile In The North Side Of A 14" Cherry Tree, Located 402 Feet North Of The Northeast Corner Of Future Expandable Area. (See Sheet 2)
 Elevation = 1007.23 O.C.V.D. Of 1929



JOHN C. HAAS III
 PROFESSIONAL SURVEYOR No. 47198

APRIL 11, 2006

PROPOSED DATED

1810 227-8533
 CIVIL ENGINEERS
 LAND SURVEYORS
 2183 PLESS DRIVE
 BRIGHTON, MICHIGAN 48114

Replat No. 1 Of Exhibit "B" To The Master Deed Of

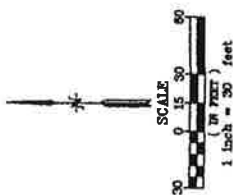
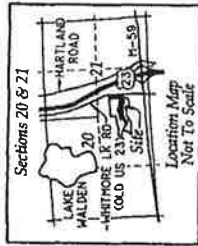
Fox Ridge II Of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southeast 1/4 Of Section 21

Town 3 North, Range 6 East
Hartland Township, Livingston County, Michigan

Developer
FOX RIDGE HOMES, L.L.C.
41050 VANDERHART COURT
NOVI, MI 48375

Surveyor / Engineer
DESMO INC
2183 PLESS DRIVE
BRIGHTON, MI 48114



Benchmark

#1 Nail In The South Side Of A 16" Quercus Cherry Tree, Located 150± Feet West Of Northern Property Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 984.61 (N.G.V.D. Of 1928)

#2 South Side Of A 14" Cherry Tree, Located 40± Feet North Of The Northwest Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 807.23 (N.G.V.D. Of 1928)

Legend

Boundary Line

Curb

Match Line

Curve Identifier

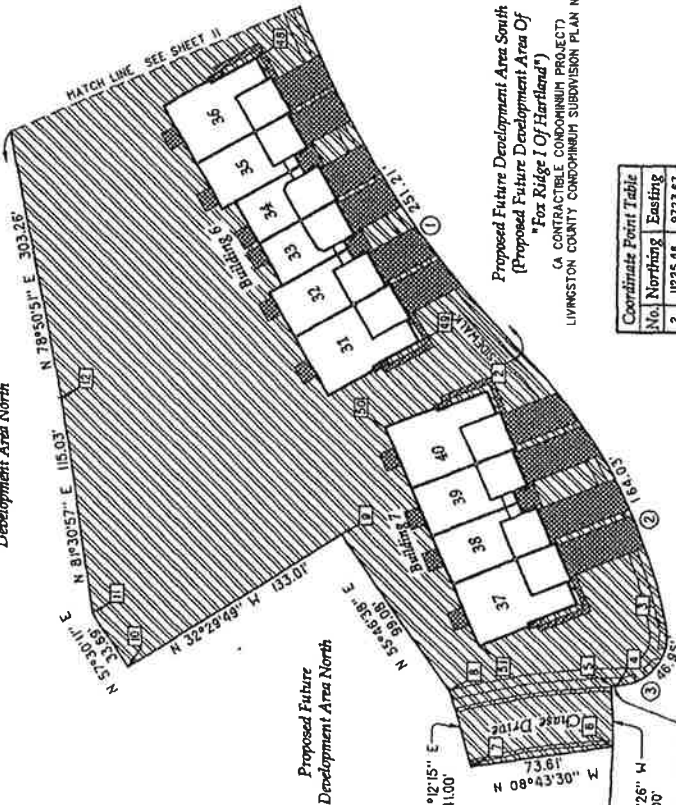
Coordinate Point

LIMITED COMMON ELEMENT

GENERAL COMMON ELEMENT

LIMITS OF OWNERSHIP

Proposed Future Development Area North



Proposed Future Development Area North

Proposed Future Development Area North

Proposed Future Development Area South
(Proposed Future Development Area Of
"Fox Ridge I Of Hartland")

(A CONTRACTABLE CONDOMINIUM PROJECT)
LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 331

Proposed Future Development Area South
(Proposed Future Development Area Of
"Fox Ridge I Of Hartland")

(A CONTRACTABLE CONDOMINIUM PROJECT)
LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 331

First Floor Elevation	No.	Elevation
31	1009.31	
32	1009.31	
33	1008.31	
34	1008.31	
35	1007.31	
36	1007.31	
37	1022.39	
38	1022.39	
39	1011.06	
40	1011.06	

Curve Table				Chord		
No.	Length	Radius	Delta	Bearing	Distance	
1	251.21'	531.00'	27°06'23"	S 59°11'32" W	248.88'	
2	164.03'	284.00'	33°05'32"	S 62°11'06" W	161.76'	
3	46.95'	27.00'	99°37'55"	N 51°27'11" W	41.25'	

Coordinate Point Table		No.	Northing	Eastings
2	10225.48	9723.67		
3	1149.88	9550.60		
4	1175.69	9548.33		
5	1178.72	9548.25		
6	1177.81	9516.26		
7	1250.60	9505.09		
8	1261.82	9544.54		
9	1317.54	9828.47		
10	1425.73	9555.01		
11	1447.83	9583.43		
12	1464.30	9697.89		
48	1375.92	9906.04		
49	1365.14	9879.01		
50	1277.97	9729.53		
51	1295.71	9683.95		
51	1247.01	9568.06		

Notes

All Dimensions Are In Feet Or Decimals Thereof.

All Curvilinear Dimensions Are Shown Along The Arc.

Bearings Are Based On Previous Survey By The Spicer Group, Dated: August 11, 2004, Job No. 102352.00.

Refer To Building Plan Sheets 18-25, Article IV Of Master Deed For General And Limited Common Elements Of Building Areas.

Building 2 (Including Units 7 Through 12), Sidewalks And Roads "Must Be Built." Building 1 And Building 3 Through 7 (Including Units 1 Through 6 And Units 13 Through 40) "Need Not Be Built."

The Location Of Units Within Each Building Is Subject To Modification Based On The Type Of Unit That Is Selected By Purchasing Co-Owner. The Final Location Of Units Will Be Shown On The "Consolidated Condominium Subdivision Plan."

Subject To The Terms As Laid Out In A Certain Declaration Of Condominiums, Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association," As Recorded In Liber 4721, Page 141, Livingston County Records.

All Roads (Chase Drive And Crossview Trail) Are Private Right-Of-Ways.

Access And Egress To Building 1 Through 7 Is Granted In: Declaration Of Condominiums, Conditions And Restrictions As Laid Above, The Master Deed Of "Fox Ridge I Of Hartland," Livingston County Condominium Subdivision Plan No. 331, As Recorded In Liber 4721, Page 232, Livingston County Records Article V3 Of The "Fox Ridge I Of Hartland" Master Deed.

The Condominium Is Subject To Contract As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Conversion As Provided In Article XI Of Master Deed.



JOHN C. SMITH
PROFESSIONAL SURVEYOR No. 47198

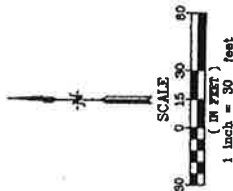
APRIL 11, 2006
PROPOSED DATED

(510) 227-8533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

Replat 1 Of Exhibit "B" To The Master Deed Of **Fox Ridge II Of Hartland** Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 Of Section 21 Town 3 North, Range 6 East Hartland Township, Livingston County, Michigan Utility Plan - Section "B"

Developer
 FOX RIDGE HOMES, LLC
 4050 VINCENT COURT
 NOVI, MI 48375

Surveyor / Engineer
 DESINE INC
 2183 PLESS DRIVE
 BRIGHTON, MI 48114

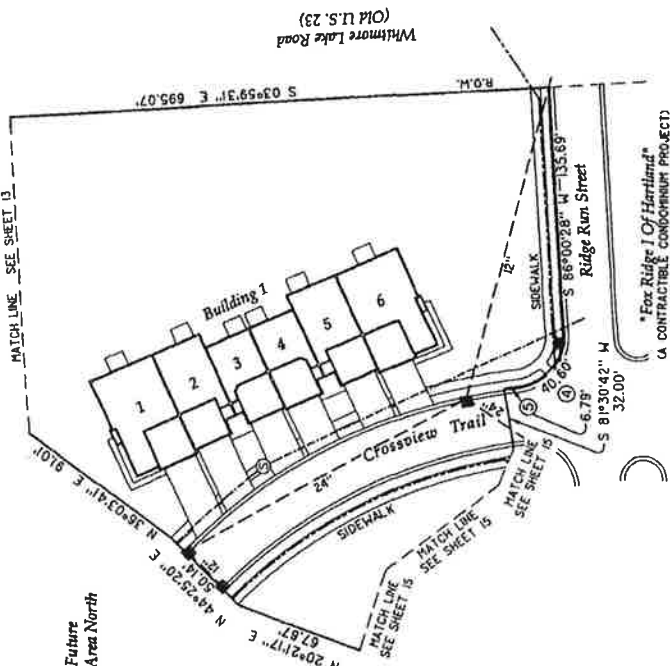


Benchmark

- #1 Nail In The South Side Of A 16" Quod Cherry Tree, Located 150± Feet West Of Northern Property Corner Of Future Expandable Area. (See Sheet 2)
 Elevation = 994.61 (N.G.V.D. Of 1923)
- #2 South Side Of A 14" Cherry Tree, Located 40± Feet North Of The Northwest Corner Of Future Expandable Area. (See Sheet 2)
 Elevation = 1007.23 (N.G.V.D. Of 1923)

Notes

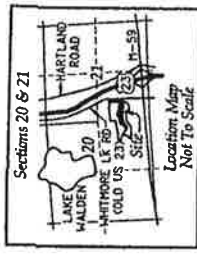
All Dimensions Are In Feet Or Decimals Thereof.
 All Curvilinear Dimensions Are Shown Along The Arc.
 Bearings Are Based On Previous Survey By The Spicer Group.
 Dated: August 11, 2004, Job No. 02352.00.
 Building 2 (Including Units 7 Through 12), Storm Sewers, Water Mains, Sanitary Sewers, Sidewalks And Roads "Just Be Built," Building 1 And Buildings 3 Through 7 (Including Units 1 Through 6 And Units 13 Through 40) "Need Not Be Built."
 Storm Sewers, Sanitary Sewers, Water Mains And Road Per Plans By Desine Inc., On File With Hartland Township.
 Locations Of Electric, Telephone, Cable T.V. And Natural Gas Utility Lines On File With Appropriate Utility Company. The Actual Location Of These Lines ME BE Shown On As-Built Plans.
 The Location Of Units Within Each Building Is Subject To Modification Based On The Type Of Unit That Is Selected By Purchasing Co-Owner. The Final Location Of Units ME BE Shown On The "Consolidated Condominium Subdivision Plan."
 Subject To The Terms As Laid Out In A Certain Declaration Of Covenants, Conditions And Restrictions Of The "Fox Ridge Of Hartland Condominium Association," As Recorded In Liber 4721, Page 141, Livingston County Records.
 All Roads (Chase Drive And Crossview Trail) Are Private Right-Of-Ways.
 Egress And Egress To Building 7 Is Granted In Declaration Of Covenants, Conditions And Restrictions As Laid Out Above. The Master Deed Of "Fox Ridge I Of Hartland," Livingston County Condominium Subdivision Plan No. 331, As Recorded In Liber 4721, Page 232, Livingston County Records And Article VII Of This "Fox Ridge II Of Hartland" Master Deed.
 The Condominium Is Subject To Contradiction As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Conversion As Provided In Article XII Of Master Deed.



"Fox Ridge I Of Hartland"
 A CONTRACTIBLE CONDOMINIUM PROJECT
 LIVINGSTON COUNTY CONDOMINIUM
 SUBDIVISION PLAN No. 331

Curve Table				
Curve		Chord		
No.	Length	Radius	Delta	Bearing
4	40.60'	27.00'	86°09'36"	N 50°54'45" W
5	6.79'	30.00'	01°07'32"	N 08°28'43" W
				Distance
				36.88'
				6.79'

- Legend**
- Sanitary Sewer Manhole
 - Sanitary Sewer 8" Dia. (Typ.) (Unless Otherwise Labeled)
 - Flared End Section
 - Catch Basin
 - Storm Drain Pipe 12" Diameter
 - Hydrant
 - Water Main 8" Dia. (Typ.) (Unless Otherwise Labeled)
 - Curb
 - Boundary Line
 - Match Line
 - Curve Identifier



JOHN C. HAAS III
 PROFESSIONAL SURVEYOR No. 47198

(810) 227-9933
 CIVIL ENGINEERS
 2183 PLESS DRIVE
 BRIGHTON, MICHIGAN 48114

Developer
FOX RIDGE HOMES, L.L.C.
4050 VINCENT COURT
NOVA, MI 48375

Surveyor/Engineer
DESNEY INC.
283 PLESS DRIVE
BRIGHTON, MI 48114

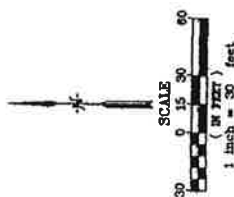
Replat No. 1 Of Exhibit "B" To The Master Deed Of

Fox Ridge II Of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 Of Section 21

Town 3 North, Range 6 East
Hartland Township, Livingston County, Michigan

Site Plan - Section "C"

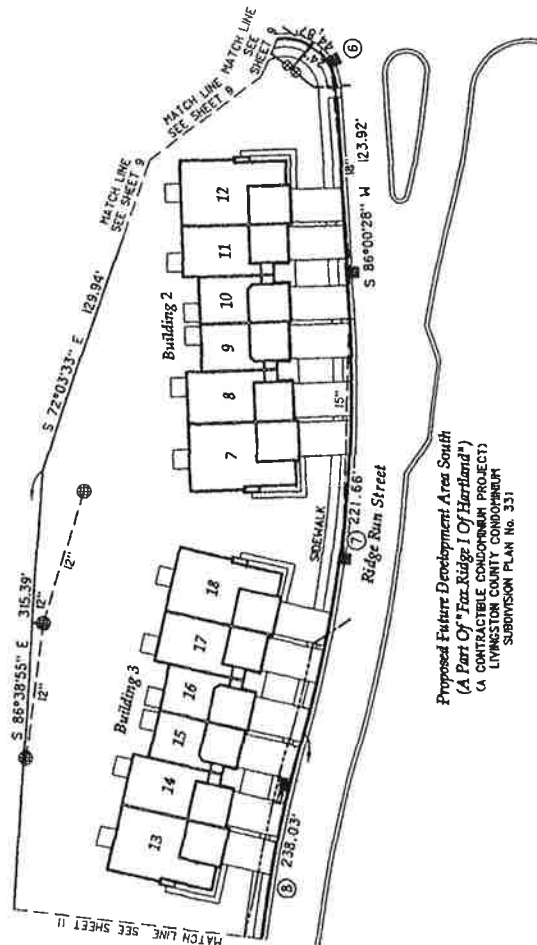


Notes

- All Dimensions Are In Feet Or Decimals Thereof.
- All Circumfer Dimensions Are Shown Along The Arc.
- Bearings Are Based On Previous Survey By The Spicer Group, Dated: August 11, 2004, Job No. J02352.00.
- Building 2 (Including Units 7 Through 12), Storm Sewers, Water Mains, Sanitary Sewers, Sidelines And Roads "Not To Be Built." Building 1 And Buildings 3 Through 7 (Including Units 1 Through 6 And Units 13 Through 40) "Need Not Be Built."
- Storm Sewers, Sanitary Sewers, Water Mains And Road Per Plans By Drake Inc., On File With Hartland Township.
- Locations Of Electric, Telephone, Cable T.V. And Natural Gas UTILITY Lines On File With Appropriate UTILITY Company. The Actual Location Of These Lines Will Be Shown On As-Built Plans.
- The Location Of Units Within Each Building Is Subject To Modification Based On The Type Of Unit That Is Selected By Purchasing Co-Owner. The Final Location Of Units Will Be Shown On The "Consolidated Condominium Subdivision Plan."
- Subject To The Terms As Laid Out In A Certain Declaration Of Condominiums, Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association," As Recorded In Liber 4721, Page 141, Livingston County Records.
- All Roads (Chase Drive And Crosswicks Trail) Are Private Right-Of-Ways.
- Agrees And Egress To Building 1 Through 7 Is Granted In: Declaration Of Condominiums, Conditions And Restrictions As Listed Above, The Master Deed Of "Fox Ridge I Of Hartland," Livingston County Condominium Subdivision Plan No. 331, As Recorded In Liber 4721, Page 232, Livingston County Records And Article VI Of This "Fox Ridge II Of Hartland" Master Deed.
- The Condominium Is Subject To Construction As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Conversion As Provided In Article XII Of Master Deed.

Curve Table			
No.	Length	Radius	Chord
6	44.37'	27.00'	\$ 38'24"14" M 39.48'
7	22.166'	649.00'	\$ 19'34"08" M 220.58'
8	238.03'	70.100'	\$ 19'27"18" M 84'09"03" M 238.85'

Proposed Future
Development Area North

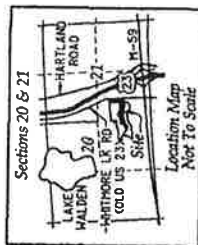


Proposed Future Development Area South
(A Part Of "Fox Ridge I Of Hartland")
A CONVEYANCE CONDOMINIUM PROJECT
LIVINGSTON COUNTY CONDOMINIUM
SUBDIVISION PLAN No. 331

Benchmark

#1 Nail In The South Side Of A 16" Quind Cherry Tree, Located 1504' Feet West Of Northern Property Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 984.61 (N.C.V.D. Of 1929)

#2 South Side Of A 14" Cherry Tree, Located 404' Feet North Of The Northwest Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 1007.23 (N.C.V.D. Of 1929)



Legend

- Catch Basin
- Yard Basin
- 18" --- Storm Drain Pipe W/Diameter
- 6" --- Gate Valve
- Hydrant
- Water Main 8" Dia. (Typ)
- Utility Other Than Labeled
- Boundary Line
- Match Line
- Curve Identifier



JOHN C. MAAS III
PROFESSIONAL SURVEYOR No. 47198

APRIL 11, 2006

PROPOSED DATED

(810) 227-4533
CIVIL ENGINEERS
LAND SURVEYORS
2163 PLESS DRIVE

Replat No. 1 Of Exhibit "B" To The Master Deed Of

Fox Ridge II Of Hartland

Part Of The Southwest 1/4 Of Section 20 And The Southwest 1/4 Of Section 21

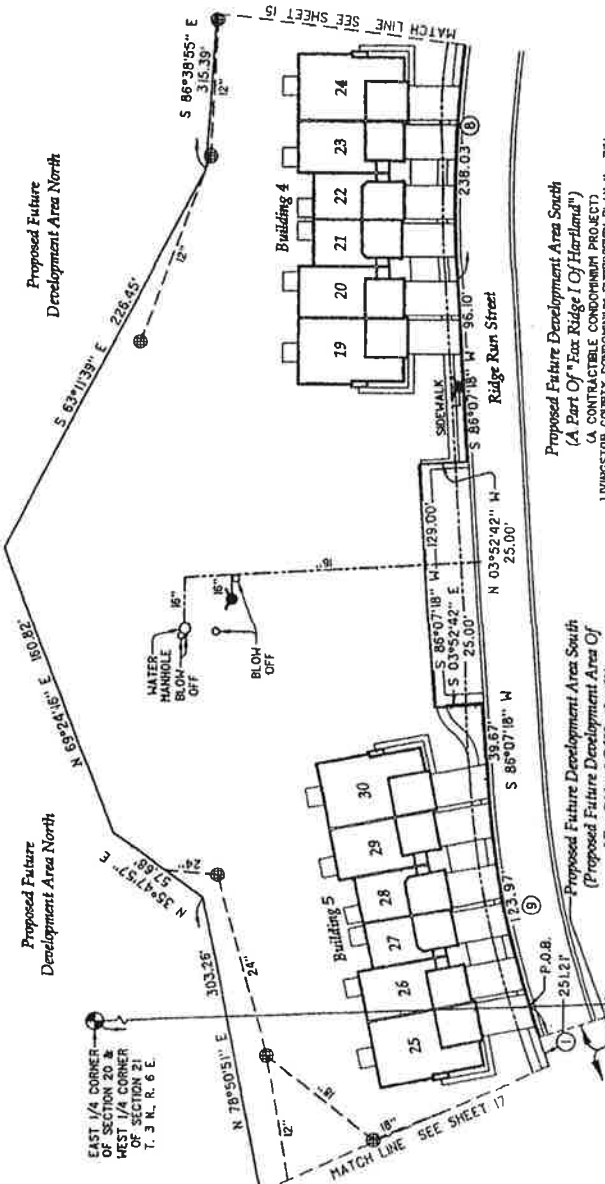
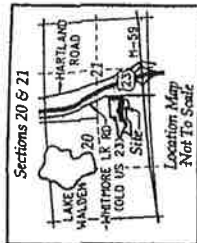
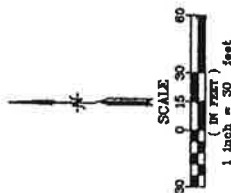
Town 3 North, Range 6 East

Hartland Township, Livingston County, Michigan

Utility Plan - Section "D"

Surveyor / Engineer
DESNE INC
283 PLESS DRIVE
BRIGHTON, MI 48114

Developer
FOX RIDGE HOMES, LLC
ARNDT VINCENT COURT
NOVI, MI 48375



- Legend**
- Yard Basin
 - Drain Basin
 - Storm Drain Manhole
 - Storm Drain Pipe 18" Diameter
 - Fire Hydrant
 - Water Main 8" Dia. (Typ)
 - Unless Otherwise Labeled
 - Boundary Line
 - Curb
 - Match Line
 - Curve Identifier

Benchmark

- #1 Nail In The South Side Of A 16" Ood Cherry Tree, Located 150± Feet West Of Northern Property Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 994.61 (N.C.V.D. Of 1929)
- #2 South Side Of A 14" Cherry Tree, Located 40± Feet North Of The Northwest Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 1007.23 (N.C.V.D. Of 1929)

Curve Table			
No.	Length	Radius	Delta
1	251.21'	531.00'	27°06'23"
6	238.03'	701.00'	19°27'18"
9	123.97'	531.00'	15°22'35"

SOUTHEAST CORNER OF SECTION 20 & SOUTHWEST CORNER OF SECTION 21
T. 3 N., R. 6 E.
HARTLAND TOWNSHIP
LIVINGSTON COUNTY
MICHIGAN

Proposed Future Development Area South
(A Part Of "Fox Ridge I Of Hartland")
(A CONTRACTIBLE CONDOMINIUM PROJECT)
LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 331

Proposed Future Development Area South
(Fox Ridge I Of Hartland)
(A CONTRACTIBLE CONDOMINIUM PROJECT)
LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 331

Notes

- All Dimensions Are In Feet Or Decimals Thereof.
- All Curvilinear Dimensions Are Shown Along The Arc.
- Bearings Are Based On Previous Survey By The Spier Group. Dated: August 11, 2004, Job No. 102352.00.
- Building 2 (Including Units 7 Through 12), Storm Sewers, Water Mains, Sanitary Sewers, Sidelands And Roads "Must Be Built." Building 1 And Buildings 3 Through 7 (Including Units 1 Through 6 And Units 13 Through 40) "Need Not Be Built."
- Storm Sewers, Sanitary Sewers, Water Mains And Road Per Plans By Desne Inc., On File With Hartland Township.
- Locations Of Electric, Telephone, Cable T.V. And Natural Gas UTILITY Lines On File With Appropriate Utility Company. The Actual Location Of These Lines Will Be Shown On As-Built Plans.
- The Location Of Units Within Each Building Is Subject To Modification Based On The Type Of Unit That Is Selected By Purchasing Co-Owner. The Final Location Of Units Will Be Shown On The "Consolidated Condominium Subdivision Plan."
- Subject To The Terms As Laid Out In A Certain Declaration Of Covenants, Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association," As Recorded In Liber 4721, Page 141, Livingston County Records.
- All Roads (Chase Drive And Crossview Trail) Are Private Right-Of-Ways.
- Ingress And Egress To Building 1 Through 7 Is Granted In Declaration Of Covenants, Conditions And Restrictions As Laid Out Above. The Master Deed Of "Fox Ridge I Of Hartland," Livingston County Condominium Subdivision Plan No. 331, As Recorded In Liber 4721, Page 232, Livingston County Records And Article VI Of The "Fox Ridge II Of Hartland" Master Deed.
- The Condominium Is Subject To Construction As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Conversion As Provided In Article XII Of Master Deed.



JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

APRIL 11, 2006
PROPOSED DATED

(610) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

Replat No. 1 Of Exhibit "B" To The Master Deed Of

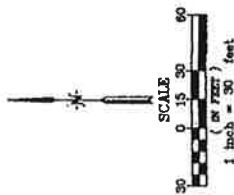
Fox Ridge II Of Hartland

Developer
FOX RIDGE HOMES, L.L.C.
41050 VINCENT COURT
NOVI, MI 48375

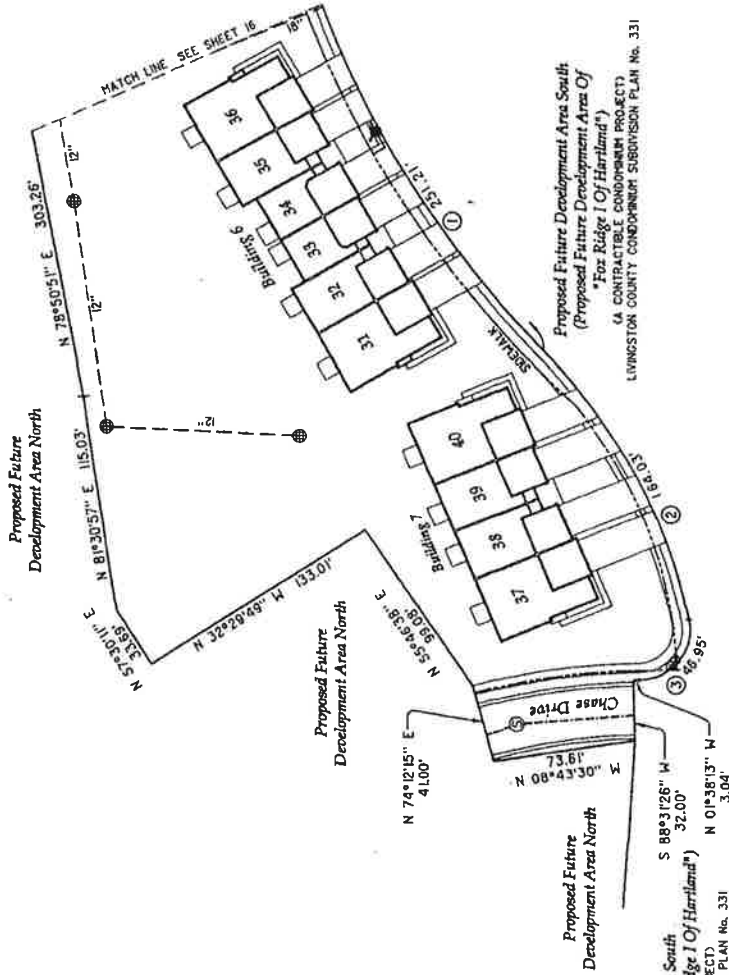
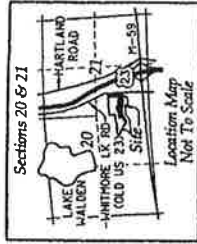
Part Of The Southeast 1/4 Of Section 20 And The Southeast 1/4 Of Section 21

Tract 3 North, Range 6 East
Hartland Township, Livingston County, Michigan

Utility Plan - Section "E"



Surveyor / Engineer
DENISE W.
2183 PLESS DRIVE
BRIGHTON, MI 48114



Benchmark

#1 Nail In The South Side Of A 16" Quind Cherry Tree, Located 150' East Of The Northeast Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 984.61 (N.G.V.D. Of 1929)

#2 South Side Of A 14" Cherry Tree, Located 40' East Of The Northeast Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 1007.23 (N.G.V.D. Of 1929)

Curves Table				
No.	Length	Radius	Bearing	Chord Distance
1	25.12'	53.00'	S 27°06'23" W	248.08'
2	84.03'	284.00'	S 33°05'32" W	161.78'
3	46.85'	27.00'	S 89°37'55" W	41.25'

Legend

- Sanitary Sewer Mainline (Unless Otherwise Labeled)
- Sanitary Sewer 8" Dia. (Typ.) (Unless Otherwise Labeled)
- Yard Boat
- Storm Drain Pipe W/Diameter
- Fire Hydrant
- Gas Valve
- Water Main 8" Dia. (Typ.) (Unless Otherwise Labeled)
- Boundary Line
- Match Line
- Curve Identifier

Notes

- All Dimensions Are In Feet Or Decimals Thereof.
- All Curvilinear Dimensions Are Shown Along The Arc.
- Boundaries Are Based On Previous Survey By The Spicer Group, Dated August 11, 2004, Job No. 102352.00.
- Building 2 Including Units 7 Through 12, Storm Sewers, Water Mains, Sanitary Sewers, Sidelocks And Roads "Must Be Built" Building 1 And Buildings 3 Through 7 Including Units 1 Through 6 And Units 13 Through 40 "Need Not Be Built."
- Storm Sewers, Sanitary Sewers, Water Mains And Road Per Plans By Deane Inc. On File With Hartland Township.
- Locations Of Electric, Telephone, Cable T.V. And Natural Gas Utility Lines On File With Appropriate Utility Company. The Actual Location Of These Lines Will Be Shown On As-Built Plans.
- The Location Of Units Within Each Building Is Subject To Modification Based On The Type Of Unit That Is Selected By Purchasing Co-Owner. The Final Location Of Units Will Be Shown On The "Consolidated Condominium Subdivision Plan," Subject To The Terms As Laid Out In A Certain Declaration Of Condominiums, Conditions And Restrictions Of The "Fox Ridge I Of Hartland Community Association," As Recorded In Liber 472L, Page 161, Livingston County Records.
- All Roads (Chase Drive And Crossview Trail) Are Private Right-Of-Ways.
- Ingress And Egress To Building 1 Through 7 Is Granted In: Declaration Of Condominiums, Conditions And Restrictions As Laid Above, The Master Deed Of "Fox Ridge I Of Hartland," Livingston County Condominium Subdivision Plan No. 331, As Recorded In Liber 472L, Page 232, Livingston County Records And Article VII Of The "Fox Ridge II Of Hartland" Master Deed.
- The Condominium Is Subject To Conversion As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Conversion As Provided In Article XII Of Master Deed.



HAYNE H. PERRY
PROFESSIONAL ENGINEER No. 34036
APRIL 11, 2005
PROPOSED DATED

(616) 227-0633
DENISE W. PLESS
LAND SURVEYOR
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

Replat No. 1 Of Exhibit "B" To The Master Deed Of **Fox Ridge II Of Hartland**

Developer
 FOX RIDGE HOMES, L.L.C.
 41050 VINCENT COURT
 NOVA, MI 48375

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 Of Section 21
 Town 3 North, Range 6 East
 Hartland Township, Livingston County, Michigan

Surveyor / Engineer
 DESNE INC.
 2183 PLESS DRIVE
 BRIGHTON, MI 48114

Unit Identification Plan

Unit Building	Type
1	B
2	C
3	A
4	AR
5	CR
6	BR
7	B
8	C
9	A
10	AR
11	CR
12	BR
13	B
14	C
15	A
16	AR
17	CR
18	BR
19	B
20	C
21	A
22	AR
23	CR
24	BR
25	B
26	C
27	A
28	AR
29	CR
30	BR
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36	BR
37	B
38	C
39	A
40	AR
41	CR
42	BR

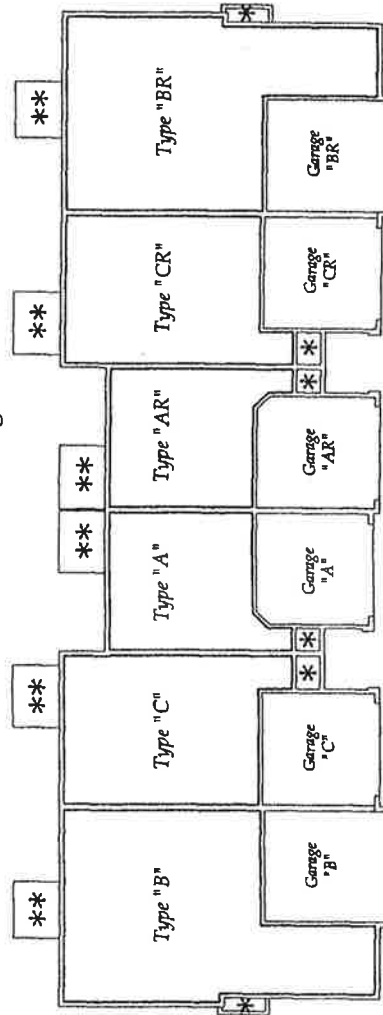


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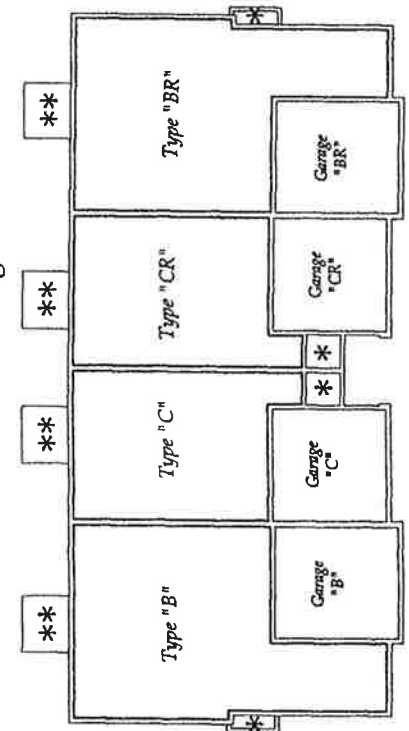
* = PORCH

** = PATIO CONCRETE SLAB

6 Unit Building



4 Unit Building



Note

The Condominium is Subject To Continuation As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Conversion As Provided In Article XI Of Master Deed.

The Location Of Units Within Each Building Is Subject To Modification Based On The Type Of Unit That Is Selected By Purchasing Co-Owners. The Final Location Of Units Will Be Shown On The "Consolidated Condominium Subdivision Plan."

Subject To The Terms As Laid Out In A Certain Declaration Of Covenants, Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association," As Recorded In Liber 4721, Page 141, Livingston County Records.



Wayne H. Desne
 PROFESSIONAL ENGINEER No. 34036

APRIL 11, 2006

PROPOSED DATED

SHEET 18

(510) 227-9533
 CIVIL ENGINEERS
 LAND SURVEYORS
 2183 PLESS DRIVE
 BRIGHTON, MICHIGAN 48114

Replat No. 1 Of Exhibit "B" To The Master Deed Of **Fox Ridge II Of Hartland**

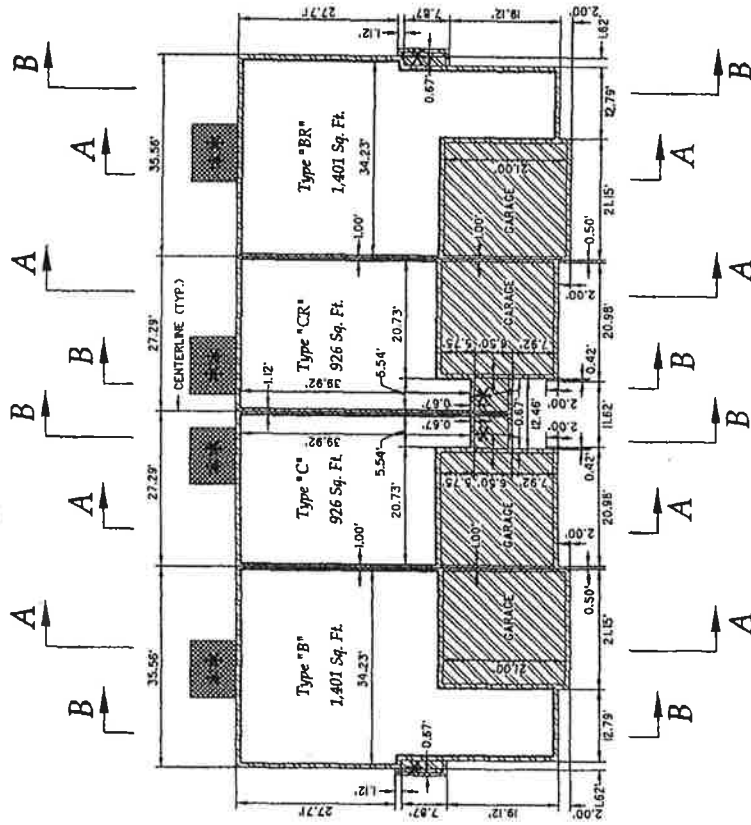
Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 Of Section 21
 Town 3 North, Range 6 East
 Hartland Township, Livingston County, Michigan

Building Basement Plan Four Unit



Developer
 FOX RIDGE HOMES, LLC
 4030 VINCENT COURT
 NOVI, MI 48375

Surveyor / Engineer
 DESNE INC
 2183 PLESS DRIVE
 BRIGHTON, MI 48114



Notes

Foundation Typically 0.83 Ft. Wide, Unless Otherwise Stated

Section Profiles (A And B) See Sheet 25

See Article IV Of Master Deed For Further General And Limited Common Elements

Garage And Porch Areas Are Unseparated

The Condominium Is Subject To Construction As Provided In Article VI Of Master Deed. The Common Elements And Units In The Condominium Shall Be As Shown On The "Consolidated Condominium Subdivision Plan," Subject To The Terms As Laid Out In A Certain Declaration Of Condominium, Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association," As Recorded In Liber 4721, Page 141, Livingston County Records.

- Legend**
- * = PORCH
 - ** = PATIO CONCRETE SLAB
 - [Hatched Box] = GENERAL COMMON ELEMENT
 - [Dotted Box] = LIMITED COMMON ELEMENT
 - [Outline Box] = LIMITS OF OWNERSHIP



Wayne M. Perry
 WAYNE M. PERRY
 PROFESSIONAL ENGINEER No. 34036

APRIL 11, 2006
 PROPOSED DATED

(810) 227-8533
 CIVIL ENGINEERS
 LAND SURVEYORS
 2183 PLESS DRIVE
 BRIGHTON, MICHIGAN 48114

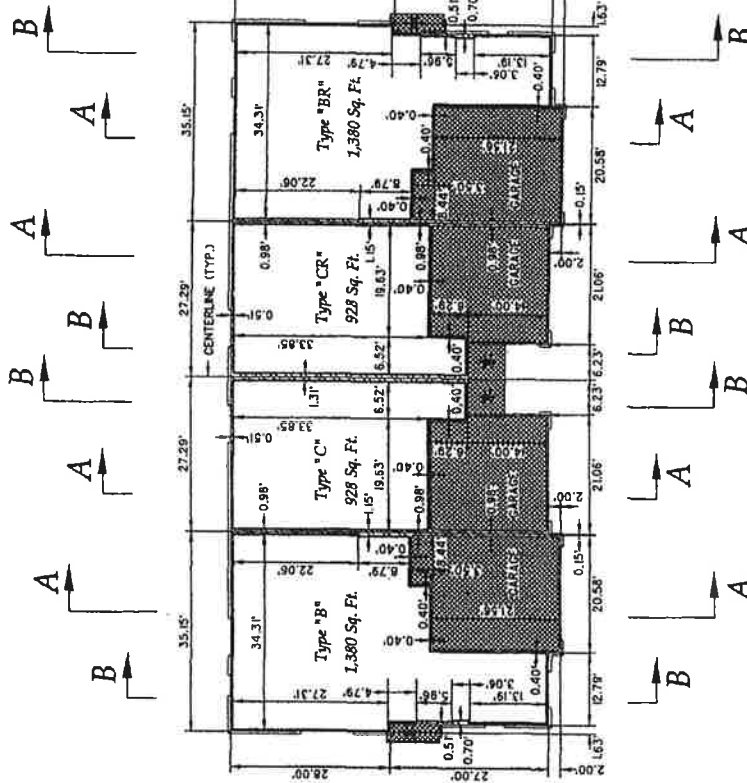
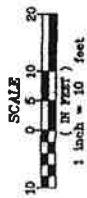
Developer
FOX RIDGE HOMES, L.L.C.
4950 VINCENT COURT
NOVI, MI 48375

Surveyor / Engineer
DESIGN, INC.
283 PLESS DRIVE
BRIGHTON, MI 48114

Replat No. 1 Of Exhibit "B" To The Master Deed Of *Fox Ridge II Of Hartland*

Part Of The Southeast 1/4 Of Section 20 And The Southeast 1/4 of Section 21
Town 3 North, Range 6 East
Hartland Township, Livingston County, Michigan

Building First Floor Plan Four Unit



Notes

- Wall Widths 0.34 Ft. Unless Otherwise Stated
- See Section Profiles (A And B) See Sheet 25
- See Article IV Of Master Deed For Further General And Limited Common Elements
- The Condominium Is Subject To Covenants As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are Subject To Covenants As Provided In Article XI Of Master Deed.
- The Location Of Units Within Each Building Is Subject To Modification Based On The Type Of Unit That Is Selected By Purchasing Co-Owners. The Final Location Of Units Will Be Shown On The "Consolidated Condominium Subdivision Plan."
- Subject To The Terms As Laid Out In A Certain Declaration Of Covenants, Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association," As Recorded In Liber 4721, Page 141, Livingston County Records.

Legend

- * - PORCH
- [Hatched Box] - GENERAL COMMON ELEMENT
- [Dotted Box] - LIMITED COMMON ELEMENT
- [Outline Box] - LIMITS OF OWNERSHIP



Wayne M. Pless
PROFESSIONAL ENGINEER No. 34036

APRIL 11, 2006
PROPOSED DATED

(810) 227-4533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

Fox Ridge II Of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 of Section 21

Town 3 North, Range 6 East

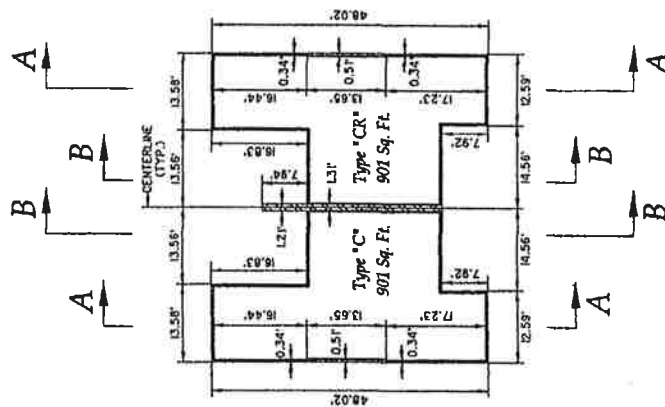
Hartland Township, Livingston County, Michigan

*Building Second Floor Plan
Four Unit*



Developer
FOX RIDGE HOMES, L.L.C.
41050 VINCENTI COURT
NOVL, MI 48375

Surveyor/Engineer
DESINE INC
2183 PLESS DRIVE
BRIGHTON, MI 48114



Wall Widths 0.34 Ft, Unless Otherwise Stated

Section Profiles (A And B) See Sheet 25

See Article IV Of Master Deed For Further General And
Limited Common Elements.

The Condominium Is Subject To Contraction As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Conversion As Provided In Article XII Of Master Deed.

The Location Of Units Within Each Building Is Subject To Modification Based On The Type Of Unit That Is Selected By Purchasing Co-Owners. The Final Location Of Units Will Be Shown On The "Consolidated Condominium Subdivision Plan."

Subject To The Terms As Laid Out In A Certain Declaration Of Covenants, Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association," As Recorded In Liber 472.1, Page 141, Livingston County Records.

= GENERAL COMMON ELEMENT

• LIMITS OF OWNERSHIP



WAYNE H. PERRY
PROFESSIONAL ENGINEER No.

**(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 FLEES DRIVE
BRIGHTON, MICHIGAN 48114**

APRIL 11, 2006

PROPOSED DATED

SHEET 21

Replat No. 1 Of Exhibit "B" To The Master Deed Of **Fox Ridge II Of Hartland**

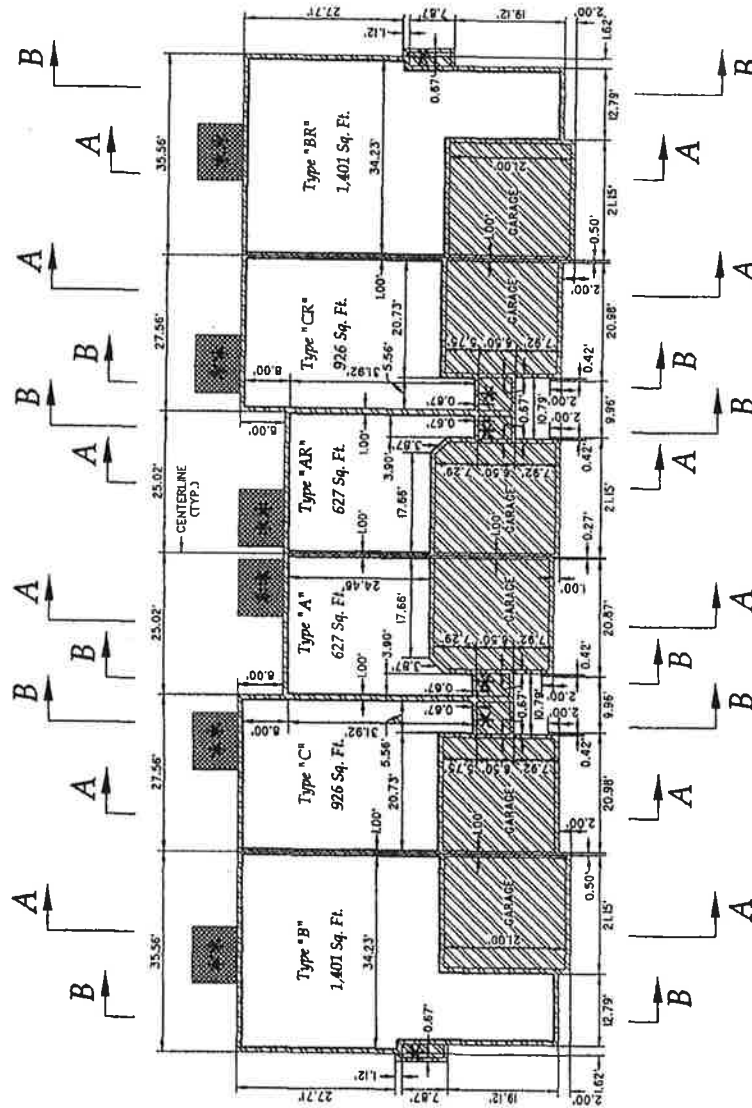
Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 Of Section 21
 Town 3 North, Range 6 East
 Hartland Township, Livingston County, Michigan

Developer
 FOX RIDGE HOMES, LLC
 4050 VINCENT COURT
 NOVI, MI 48375

Surveyor / Engineer
 DEANE MC
 2183 PLESS DRIVE
 BRIGHTON, MI 48114



Building Basement Plan Six Unit



Notes

- Foundation Typically 0.83 Ft Wide, Unless Otherwise Stated
- Section Profiles (A And B) See Sheet 25
- See Article IV Of Master Deed For Further General And Limited Common Elements
- Garage And Porch Areas Are Unenclosed
- The Condominium Is Subject To Construction As Provided Within The "Fox Ridge II" Subdivision Plat. The Common Elements And Units In The Condominium Are All Subject To Conversion As Provided In Article XI Of Master Deed.
- The Location Of Units Within Each Building Is Subject To Change Based On The Type Of Unit That Is Selected By Purchaser. The Common Elements And Units In The Condominium Are All Subject To Conversion As Provided In Article XI Of Master Deed.
- Subject To The Terms As Laid Out In A Certain Declaration Of Condominiums And Restrictions Of The "Fox Ridge II Of Hartland Community Association," As Recorded In Liber 4721 Page 141, Livingston County Records.

Legend

- * - PORCH
- ** - PATIO CONCRETE SLAB
- [Hatched Box] - GENERAL COMMON ELEMENT
- [Dotted Box] - LIMITED COMMON ELEMENT
- [Outline Box] - UNITS OF OWNERSHIP



Wayne M. Pless
 WAYNE M. PLESS
 PROFESSIONAL ENGINEER No. 34036

APRIL 11, 2006
 PROPOSED DATED

(810) 227-8533
 CIVIL ENGINEERS
 LAND SURVEYORS
 2183 PLESS DRIVE
 BRIGHTON, MICHIGAN 48114

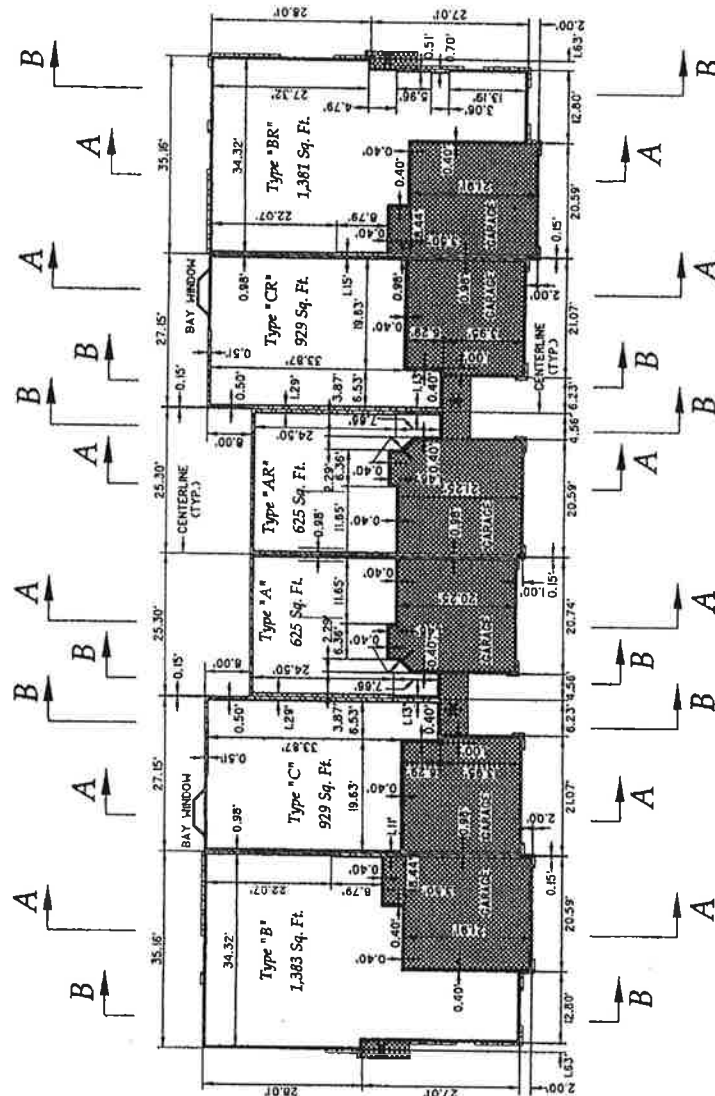
Replat No. 1 Of Exhibit "B" To The Master Deed Of **Fox Ridge II Of Hartland**

Part Of The Southeast 1/4 Of Section 20 And The Southeast 1/4 Of Section 21
 Town 3 North, Range 6 East
 Hartland Township, Livingston County, Michigan

Building First Floor Plan Six Unit

Developer
 FOX RIDGE HOMES, L.L.C.
 40550 VINCENT COURT
 NOV, MI 48375

Surveyor / Engineer
 DESNE INC
 2183 PLESS DRIVE
 BRIGHTON, MI 48114



Notes
 Wall Widths 0.34 Ft. Unless Otherwise Stated
 Section Profiles (A And B) See Sheet 25
 See Article IV Of Master Deed For Further
 General And Limited Common Elements
 The Condominium Is Subject To Construction
 As Provided In Article XI Of Master Deed.
 The Common Elements And Units In The
 Condominium Shall Be Owned And Controlled
 As Provided In Article XII Of Master Deed.
 The Location Of Units Within Each Building Is
 Subject To Modification Based On The Type
 Of Unit That Is Selected By Purchasing
 The Unit. The First Floor Plan Of Each Unit
 Is Shown On The "Condominium Unit
 Subdivision Plan."
 Subject To The Terms As Laid Out In A
 Certain Declaration Of Covenants, Conditions
 And Restrictions Of The "Fox Ridge Of
 Hartland" Condominium Project, As Recorded
 In Liber 4721, Page 141, Livingston County
 Records.

- Legend**
- * = PORCH
 - ** = PATIO CONCRETE SLAB
 - [Hatched Box] = GENERAL COMMON ELEMENT
 - [Dotted Box] = LIMITED COMMON ELEMENT
 - [Outline Box] = LIMITS OF OWNERSHIP



Wayne A. Perry
 WAYNE A. PERRY
 PROFESSIONAL ENGINEER No. 34036

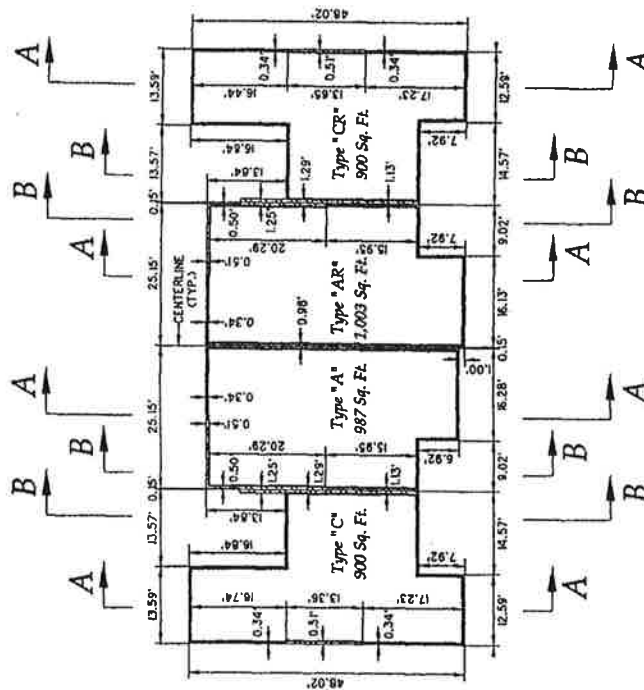
APRIL 11, 2006
 PROPOSED DATED

(810) 227-8833
 CIVIL ENGINEERS
 LAND SURVEYORS
 2183 PLESS DRIVE
 BRIGHTON, MICHIGAN 48114

Replat No. 1 Of Exhibit "B" To The Master Deed Of
Fox Ridge II Of Hartland
 Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 Of Section 21
 Town 3 North, Range 6 East
 Hartland Township, Livingston County, Michigan
**Building Second Floor Plan
 Six Unit**

Developer
 FOX RIDGE HOMES, LLC
 41050 VINCENT COURT
 NOVA, MI 48375

Surveyor / Engineer
 DESHANE INC
 2801 PLESS DRIVE
 BRIGHTON, MI 48114



Notes
 Wall Widths 0.34 Ft. Unless Otherwise Stated
 Section Profiles (A and B) See Sheet 25
 See Article IV Of Master Deed For Further General And Limited Common Elements
 The Condominium Is Subject To Construction As Provided In The Final Construction Documents And All Subsequent Conversion As Provided In Article XII Of Master Deed.
 The Location Of Units Within Each Building Is Subject To Modification Based On The Type Of Unit That Is Constructed In Any Particular Building. The Final Location Of Units Will Be Shown On The "Condolition Condominium Subdivision Plan."
 Subject To The Terms As Laid Out In A Certain Declaration Of Condominia, Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association," As Recorded In Liber 4721 Page 141, Livingston County Records.

Legend
 = GENERAL COMMON ELEMENT
 = LIMITS OF OWNERSHIP



Wayne H. Perry
 WAYNE H. PERRY
 PROFESSIONAL ENGINEER No. 34036

APRIL 11, 2006
 PROPOSED DATED

(010) 227-6933
 CIVIL ENGINEERS
 LAND SURVEYORS
 2183 PLESS DRIVE
 BRIGHTON, MICHIGAN 48114

RECORDED

2005 FEB 22 A 9:11

SALLY REYNOLDS
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI
48843

MASTER DEED
OF
FOX RIDGE II OF HARTLAND

A RESIDENTIAL CONDOMINIUM
LIVINGSTON COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 332

LIVINGSTON COUNTY TREASURER'S CERTIFICATE
I hereby certify that there are no TAX
LIENS or TITLES held by the state or any
individual against the within description,
and all TAXES are same as paid for five
years previous to the date of this instrument
or appear on the records in this
office except as stated.

10380

2-22-05 *Dianne H. Hardy*
Dianne H. Hardy, Treasurer
Sec. 185 Act 266, 1893 as Amended
Taxes not examined

HOMESTEAD DENIALS NOT EXAMINED

This Master Deed is made and executed this 20th day of January, 2005, by FOX RIDGE HOMES, L.L.C., a Michigan limited liability company (hereinafter referred to as "the Developer"), whose address is 41050 Vincenti Court, Novi, Michigan 48375.

WITNESSETH:

WHEREAS, Developer desires, by recording this Master Deed, together with the Condominium By-Laws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located thereon, and the appurtenances thereto, as a condominium under the provisions of the Michigan Condominium Act (being MCLA 559.101 et. seq.)

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

ARTICLE I
TITLE AND NATURE

The Condominium shall be known as Fox Ridge II of Hartland, Livingston County Condominium Subdivision Plan No. 332. The architectural plans and specifications for the improvements constructed within the Condominium will be filed with the Township of Hartland. The buildings and units contained in the Condominium, including the number, boundaries, dimensions and volume of each Unit therein, are set forth in the Condominium Subdivision Plan attached hereto as Exhibit B. Each building contains individual Units for

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residential purposes only and each Unit is capable of individual use, having its own access to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his or her Unit and shall have undivided and inseparable rights to share with the other Co-owners the Common Elements of the Condominium as designated by the Master Deed. Co-owners shall have voting rights in the Fox Ridge II of Hartland Condominium Association as set forth herein and in the By-Laws and Articles of Incorporation of such Association. Nothing in this Master Deed shall be construed to impose upon the Developer any legal obligation to build, install or deliver any structure or improvement which is labeled "need not be built" on the Condominium Subdivision Plan attached as Exhibit B.

ARTICLE II LEGAL DESCRIPTION

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

Commencing at the Southwest Corner of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan; thence North 02°38'53" West 1354.37 feet along the West line of said Section 21 to the Place of Beginning; thence along the Northerly line of the proposed future development area of "Fox Ridge I of Hartland", a condominium for which the recording information and Livingston County Condominium Subdivision Plan number are not currently not available, the following five courses: (1) Southwesterly 251.21 feet along the arc of a 531.00 foot radius, non-tangential curve to the left, having a central angle of 27°06'23" and a long chord which bears South 59°11'32" West 248.88 feet, (2) Southwesterly 164.03 feet along the arc of a 284.00 foot radius reverse curve to the right, having a central angle of 33°05'32" and a long chord which bears South 62°11'06" West 161.76 feet, (3) Northwesterly 46.95 feet along the arc of a 27.00 foot radius compound curve to the right, having a central angle of 99°37'55" and a long chord which bears North 51°27'11" West 41.25 feet, (4) North 01°38'13" West 3.04 feet and (5) South 88°31'26" West 32.00 feet; thence North 08°43'30" West 73.61 feet; thence North 74°12'15" East 41.00 feet; thence North 55°46'38" East 99.08 feet; thence North 32°29'49" West 133.01 feet; thence North 57°30'11" East 33.69 feet; thence North 81°30'57" East 115.03 feet; thence North 78°50'51" East 303.26 feet; thence North 35°47'57" East 57.68 feet; thence North 69°24'16" East 160.82 feet; thence South 63°11'39" East 226.45 feet; thence South 86°38'55" East 315.39 feet; thence South 72°03'33" East 129.94 feet; thence North 20°21'17" East 67.67 feet; thence North 44°25'20" East 50.14 feet; thence North 36°03'41" East 91.01 feet; thence North 05°33'40" West 468.84 feet; thence North 84°26'20" East 180.62 feet; thence South 03°59'31" East 754.15 feet along the Westerly right-of-way of Whitmore Lake Road (Old U.S. 23); thence along the Northerly line of said "Fox Ridge I of Hartland" the following eight courses: (1) South 86°00'28" West 130.98 feet, (2) Northwesterly 40.60 feet along the arc of a 27.00 foot radius curve to the right, having a central angle of 86°09'36" and a long chord which bears North 50°54'45" West 36.88 feet, (3) Northwesterly 6.79 feet along the arc of a 301.00 foot radius reverse curve to the left, having a central angle of 01°17'32"

and a long chord which bears North 08°28'43" West 6.79 feet, (4) South 81°30'42" West 32.00 feet, (5) Southwesterly 44.87 feet along the arc of a 27.00 foot radius, non-tangential curve to the right, having a central angle of 95°12'31" and a long chord which bears South 38°24'14" West 39.88 feet, (6) South 86°00'28" West 123.92 feet, (7) Northwesterly 221.66 feet along the arc of a 649.00 foot radius curve to the right, having a central angle of 19°34'08" and a long chord which bears North 84°12'28" West 220.58 feet and (8) Northwesterly 143.72 feet along the arc of a 701.00 foot radius reverse curve to the left, having a central angle of 11°44'49" and a long chord which bears North 80°17'48" West 143.47 feet; thence along the Northerly line of the proposed future development area of Fox Ridge I of Hartland, the following seven courses: (1) continuing Southwesterly 94.31 feet along the arc of a 701.00 foot radius reverse curve to the left, having a central angle of 07°42'29" and a long chord which bears South 89°58'33" West 94.24 feet, (2) South 86°07'18" West 96.10, (3) North 03°52'42" West 25.00 feet, (4) South 86°07'18" West 129.00 feet, (5) South 03°52'42" East 25.00 feet, (6) South 86°07'18" West 39.67 feet and (7) Southwesterly 123.97 feet along the arc of a 531.00 foot radius curve to the left, having a central angle of 13°22'35" and a long chord which bears South 79°26'01" West 123.69 feet to the Place of Beginning. Being a part of the Southeast 1/4 of Section 20 and part of the Southwest 1/4 of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan. Containing 8.83 acres of land, more or less, and subject to and/or together with easements and restrictions of record, if any.

Tax Parcel No. 08-21-300-025 (Part)

ARTICLE III DEFINITIONS

Certain terms used in this Master Deed and the Exhibits hereto, and in the Articles of Incorporation and By-Laws of the Fox Ridge II of Hartland Condominium Association are defined as follows:

- (a) The "Act" or "Condominium Act" means Act 59 of the Public Acts of Michigan of 1978, as amended.
- (b) "Association" means Fox Ridge II of Hartland Condominium Association, the Michigan nonprofit corporation of which all Co-owners shall be members, which Association shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.
- (c) "By-Laws" means Exhibit A hereto, which are the By-Laws required for the Condominium and also the By-Laws required for the Association as a non-profit corporation.
- (d) "Common Elements" means the portions of the Condominium other than the Condominium Units.

(e) "Community Association" means the Fox Ridge of Hartland Community Association, the Michigan nonprofit corporation established to manage the common affairs of the larger development known as the "Fox Ridge of Hartland Community" that includes Fox Ridge II of Hartland, all as described in Article VII, paragraph (i), and Article XV below.

(f) "Condominium" or "Condominium Project" or "Project" means Fox Ridge II of Hartland as a Condominium established pursuant to the provisions of the Act, and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium.

(g) "Condominium Documents", wherever used, means and includes this Master Deed and the Exhibits hereto and the Articles of Incorporation of the Association.

(h) "Condominium Unit" or "Unit" means the enclosed space constituting a single complete residential Unit designed and intended for separate ownership and use in the Condominium as such space may be described on Exhibit B hereto.

(i) "Condominium Subdivision Plan" or "Plan" means the Plan attached to this Master Deed as Exhibit B. The Plan assigns a number to each Condominium Unit and includes a description of the nature, location and approximate size of certain Common Elements.

(j) "Co-owner" or "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. The Developer is a Co-owner as long as the Developer owns one or more Units. In the event of the conveyance of a Unit by land contract, the land contract vendees shall be the "Co-owners" of the Unit and shall bear sole liability for all obligations arising with respect to the Unit to the exclusion of the land contract vendors; provided that the Developer or an affiliate of the Developer may retain the rights and obligations of a Co-owner with respect to any Unit sold under land contract by the Developer or an affiliate of the Developer by providing for the retention of those rights and obligations in the land contract used by the Developer or affiliate of Developer to convey the Unit. The foregoing provision regarding the rights and obligations of land contract vendors and vendees shall apply notwithstanding the definition of "Co-owner" set forth in Section 6 of the Act, as amended by Public Act 379 of 2000.

(k) "Developer" means Fox Ridge Homes, L.L.C., a Michigan limited liability company, and its successors or assigns. All development rights reserved to Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer, including the conveyance of Units to a "successor developer" pursuant to Section 135 of the Act, shall not serve to assign Developer's development rights unless the instrument of conveyance expressly so states.

(l) "Development and Sales Period" means the period beginning on the date this Master Deed is recorded and continuing for the longer of (i) the period during which the Developer holds for sale any Unit within the Condominium Project, as it is currently constituted and as said Condominium Project may be expanded pursuant to Article X hereof, (ii) the period during which the Developer (or any of its successors, assigns, members or affiliates) owns any portion of the Future Expansion Area (whether developed or undeveloped), (iii) the period during

which the Developer continues to own and operate a Unit within the Condominium Project as a model for the marketing of Units within the Condominium Project or any other condominium units, including such units as may be established within the Fox Ridge of Hartland Community described in Article XV below; or (iv) the period during which the Developer or an affiliate of the Developer is constructing or plans to construct residential dwelling units within the aforesaid Fox Ridge of Hartland Community.

(m) "Future Expansion Area" means the land described in Article X, below, some or all of which may be added to the Condominium in one or more amendments of this Master Deed.

(n) "General Common Elements" means the Common Elements other than the Limited Common Elements.

(o) "Limited Common Elements" means a portion of the Common Elements reserved in this Master Deed for the exclusive use of less than all of the Co-owners.

(p) "Master Deed" means this document to which the Condominium By-Laws and Condominium Subdivision Plan are attached as exhibits. The Master Deed includes the By-Laws and Condominium Subdivision Plan respectively attached as Exhibits A and B and also the form of "Agreement for Establishment of Drainage District", which is attached hereto and incorporated herein as Exhibit C.

(q) "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of this Condominium.

(r) "Percentage of Value" means the percentage assigned to each Condominium Unit in this Master Deed. The Percentages of Value of all Units shall total one hundred (100%) percent. Percentages of Value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.

(s) "Person" means an individual, firm, corporation, partnership, association, trust, the state or an agency of the state or other legal entity, or any combination thereof.

(t) "Shared Recreation Facilities" means the swimming pool, pool house, play areas and related parking and landscaping that have been or may be established as general common elements of a separate condominium known as "Fox Ridge I of Hartland" ("Fox Ridge I") that has been established by the Developer on land adjacent to the Condominium and the Future Expansion Area. Pursuant to permanent, non-exclusive easements reserved by the Developer in the master deed recorded to establish Fox Ridge I and in a certain Community Association Declaration described below in Article VII, paragraph (i) of this Master Deed, the aforesaid Shared Recreation Facilities are to be maintained and operated by the Community Association for the benefit of (i) the Co-owners of Units in the Condominium, as the same may be expanded, (ii) the owners of units in any separate condominium development established upon any part of the above defined Future Expansion Area; (iii) the owners of units in Fox Ridge I; and (iv) the guests, tenants, and invitees of all of the aforesaid Co-owners and owners of condominium units.

(u) "Township" means the Township of Hartland, Livingston County, Michigan, a Michigan municipal corporation.

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

ARTICLE IV COMMON ELEMENTS

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

(a) The General Common Elements are:

(1) The land, described in Article II hereof, and beneficial easements, if any, described in Article VII hereof, including any parking areas, walks, roads, driveways, pedestrian pathways, entrance facilities, wetland areas, landscaped and open areas, including the landscaped area adjacent to Old U.S. Highway 23 (Whitmore Lake Road) (except to the extent any of the foregoing are designated herein or in the Plan as Limited Common Elements).

(2) The electrical system throughout the Condominium, including that contained within Unit walls, up to the point of connection with electrical outlets within any Unit.

(3) The gas transmission lines throughout the Condominium, including that contained within Unit walls, up to the point of connection with gas fixtures within any Unit.

(4) The water distribution system throughout the Condominium up to the point where service is connected or enters each Unit, including all common sprinkling system fixtures and connections, as well as all common sprinkling system controls; and all fire hydrants and attendant equipment.

(5) The sanitary sewer system throughout the Condominium up to the point where service enters or is connected with each Unit.

(6) The storm sewer and storm water drainage systems throughout the Condominium, including below-ground and above-ground systems and all retention ponds and detention basins.

(7) The plumbing network throughout the Condominium, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

(8) The cable television transmission system throughout the Condominium (if any) and any telephone or other communication lines, including that part of such system and lines contained within Unit walls up to the point of connection with outlets within any Unit.

(9) The structural members, materials and components which comprise the exterior walls, the roof, furnace chimneys, the foundations (including support components), the building foundations, walls and floors, the ceilings and the floors which envelop the air space within the Unit and the air space within the attics, if any, the crawl spaces, if any, outside of a Unit, and Unit perimeter walls (including window and door frames therein, excluding the glass within the frames and glass sliding doors including the frames). The air space outside of a Unit but within the structural items which envelop a Unit is a General Common Element.

(10) The site lighting, including all wiring, fixtures, posts and meters throughout the Condominium.

(11) All beneficial utility and drainage easements and beneficial easements for ingress and egress.

(12) The structure that contains the clustered mailboxes for the Units in the Condominium; provided that each individual mailbox comprises a Limited Common Element as described below;

(13) Such other elements of the Condominium not herein designated as Limited Common Elements which are not enclosed within the boundaries of a Unit; including, without limitation certain trees located within the Condominium that have been designated by the Township for preservation and a certain retaining wall that has been or will be constructed within the Condominium, as the same may be expanded, as part of the overall grading plan for both the Fox Ridge of Hartland Community, including both the Condominium and Fox Ridge I.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system, described above may be owned by a local public authority, municipality or a utility company or other private company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, shall be General Common Elements only to the extent of the Co-owners' interest therein and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest.

(b) The Limited Common Elements are:

(1) The porches, balconies and patios (if any) designated on the Condominium Subdivision Plan as limited common elements are appurtenant to the Units which open onto the aforesaid porches, balconies and patios and are limited to the sole use of the Co-owners of the Units to which they are appurtenant.

(2) The glass in a window, the glass in any skylight, and the glass sliding doors, including the frames which comprise the glass sliding doors, which are located at or on the perimeter of a Unit.

(3) The fireplace flue and combustion chamber, if any, in or outside of each individual Unit.

(4) One mailbox contained in the clustered mailbox structure described above as a General Common Element shall be assigned to each Unit in the Condominium and each such mailbox shall comprise a Limited Common Element appurtenant to the Unit to which it is assigned and limited to the use the Co-owners of the Unit to which the mailbox is assigned.

(5) Each garage appurtenant to a Unit and the portion of the driveway immediately in front of the entrance to such garage is designated on the Plan as a limited common element and is limited to the sole use of the Co-owner of the Unit appurtenant to such garage.

(6) The entire heating, ventilation and air conditioning systems and its component parts serving each Unit to the point of connection with the outside walls of the Unit shall be appurtenant to and limited to the sole use of the Co-owners of the Unit served by the system. The air conditioning compressor serving each Unit shall be a limited common element appurtenant to the Unit served even if said compressor is located outside the walls of the Unit.

(7) Any other amenity or appurtenance, if any, outside of a Unit, that is identified as a Limited Common Element in the Condominium Subdivision Plan attached as Exhibit B, unless otherwise described in this Master Deed.

(c) The responsibility for the full cost of maintenance, decoration, repair and replacement of the General and Limited Common Elements shall be the sole responsibility of the Association, except where specific exceptions are stated in the Condominium Documents, and are to be paid for according to the provisions of these Condominium Documents. The full responsibility for each Unit shall be borne by the Co-owners of the Unit.

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

The Association shall be responsible for the maintenance, decoration, repair and replacement of the General Common Elements constructed and located within the Condominium Project, except that the Community Association shall be responsible for the maintenance, repair and replacement of the (1) the landscaping and boulevard improvement located at the entrance to the Condominium from Old U.S. Highway 23 and such landscaping as may be installed along Old Highway 23, (2) the improvements and facilities comprising the storm water drainage system for the Condominium and adjacent area, including the storm water detention ponds, (3) the retaining wall referenced in paragraph (a) (13) above, and (4) the Shared Recreation Facilities located within Fox Ridge I as described in Article VII, paragraph (i) below and in Article XV

below. The Community Association shall also be responsible for the maintenance, repair and replacement (including snow removal) from all of the roads, sidewalks, pedestrian pathways and nature trails, if any, located within the Fox Ridge of Hartland Community, including the private roads, sidewalks, pathways and trails located within the Condominium, as the same may be expanded, and within Fox Ridge I, the other condominium to be included in the Fox Ridge of Hartland Community, and any expansion thereof.

The common expenses associated with the maintenance, repair, renovation, restoration or replacement of a Limited Common Element shall be specially assessed against the Unit to which that Limited Common Element was assigned at the time the expenses were incurred. Any other unusual common expenses benefitting less than all of the Units or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium Project or by their licensees or invitees, shall be specially assessed against the Unit or Units involved, as set forth in Section 69(2) of the Act.

The amount of all common expenses not specially assessed in accordance with the foregoing shall be assessed against the Units in proportion to the assigned percentage of value appertaining to each Unit as provided in Section 69(3) of the Act.

The Association shall have specific responsibility to decorate, maintain, repair and replace the following items relating to Units and the costs for these items shall be considered expenses of administration:

- (1) All landscaped areas (excluding such landscaping as may be installed and maintained by a Co-owner near the perimeter of a Unit in accordance with the By-laws attached hereto as Exhibit A and any plants installed and kept upon a porch, balcony or patio pursuant to rules adopted by the Association).
- (2) All boundary fences, driveways, roadways and sidewalks, including the steps leading to the porches at the entrances to each Unit.
- (3) The exterior of all buildings, including balconies, any patios, trim and hardware, but excluding glass windows and glass sliding doors and the plastic pads upon which air conditioning pads are situated.
- (4) The exterior of entry doors.
- (5) Individual attached garages, including the exteriors, roofs and concrete floors of such garages, but excluding the doors to the garages, any electric garage door openers and all interior portions of the garages, except for the concrete floors.
- (6) The common mail box structure and the individual Limited Common Element mail boxes.
- (7) Rubbish removal systems, if any.
- (8) All common site lighting.

(9) All other items identified above in subparagraph (a) of this Article IV as General Common Elements; except for such items as may be maintained or repaired by the Community Association as set forth above.

(d) Each Co-owner of a Unit shall have the responsibility to decorate, maintain, repair and replace the following items:

(1) All appliances within a Unit and supporting hardware, including, but not limited to, garbage disposals, dishwashers, ranges and ovens, vent fans, duct work, vent covers and filters, hot water heaters, water softeners (if any), furnaces, humidifiers, air cleaners, and air conditioners and compressors (whether located within or outside of a Unit, including the plastic pad on which the compressor for the Unit may be located).

(2) The interior of entry doors, all doors, windows, doorwalls (including all glass doorwall frames and tracks), screens and related hardware within or leading to the individual Unit, including the glass within any entry door or window, and the glass in any skylight.

(3) Any landscaping installed near the perimeter of a Unit in accordance with the By-laws attached hereto as Exhibit A or any plants maintained on a porch, balcony or patio pursuant to rules issued by the Association.

(4) The fireplace flue and combustion chamber, if any, located within or outside of the individual Unit.

(5) All electrical fixtures or appliances within an individual Unit including, but not limited to, lighting fixtures, switches, outlets, antenna outlets and circuit breakers. (Note: Any modification to the existing electrical system must be approved in writing by the Board of Directors and must be completed by a licensed electrician.)

(6) Any electrical outlets connected to an individual Unit's electrical meter, but located on the exterior of the Unit.

(7) All plumbing fixtures, including shut-off valves, rings and washers and water softeners (if any) located on or within an individual Unit's perimeter walls.

(8) All cabinets, counters, interior doors, closet doors, sinks, tile and wood, either floor or wall, and related hardware.

(9) All improvements or decorations including, but not limited to, paint, wallpaper, carpeting and trim.

(10) Individual Unit drain lines and water softener discharge lines located within Unit perimeter walls.

(11) All garage doors, electric garage door openers and the interior portions of all garages (but not the concrete floors of the garages).

(12) All other items not specifically enumerated above which may be located within an individual Unit's perimeter walls.

If the performance of a maintenance, repair or replacement responsibility by a Co-owner pursuant to this Article IV should affect any Common Element, including any structural element of a building or the exterior thereof, the Co-owner required to perform the maintenance, repair or replacement shall first provide written notice to the Association of the impending work. Examples of repair work requiring such notice would include repairs to a garage door, skylight or fireplace combustion chamber or flue.

Each Unit will be separately metered for water and sewer charges, and each Co-owner will be responsible for paying the water and sewer charges incurred by the Co-owner within his or her Unit.

ARTICLE V USE OF PREMISES

Each Unit shall only be used for residential purposes. No Co-owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his or her Unit or any Common Element.

ARTICLE VI CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of forty (40) "attached" residential Units contained in six buildings with six Units in each building and one building with four Units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan as prepared by Desine, Inc., a copy of which is attached hereto as Exhibit B. Each Unit shall consist of the interior air space measured from the entire interior surface enveloping the Unit air space; including (i) interior unpainted surfaces of inside walls; (ii) the inside surfaces of windows, doorwalls, doors and access panels; (iii) the unpainted interior surfaces of ceilings; and (iv) the interior of the attached garage. In addition to the above described air space, each Unit shall also include all items, components, fixtures and mechanisms, from the point of connection inward, which provide the Unit with its plumbing, electrical, waste disposal, water, heating and air conditioning services. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Condominium Subdivision Plan.

The Percentage of Value assigned to each Unit shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the Value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. Rights to use the General Common Elements shall not be increased or decreased as between Co-owners as a result of disparate assigned values; nor shall the assigned value of ownership in the Limited Common Elements increase or decrease the right to use Limited Common Elements as prescribed in this

Master Deed and the Act. The total percentage value of the Condominium is one hundred (100%) percent.

Based on the nature of the Condominium Project and the fact that the Association's responsibility for maintenance of Common Elements will not be substantially different among all of the Units, the Percentages of Value assigned to the forty (40) Units are equal.

ARTICLE VII EASEMENTS AND ENCUMBRANCES

The Condominium is subject to the following easements, restrictions, and agreements:

(a) Developer (on its behalf and on behalf of its successors or assigns, agents, invitees, employees and contractors) hereby reserves permanent easements for ingress and egress over the roads and walks in the Condominium for purposes of ingress and egress in and to the Condominium and the Units.

(b) Developer (on its behalf and on behalf of its successors or assigns) hereby reserves permanent easements for ingress and egress over the roads and walks in the Condominium and permanent easements to use, tap into, enlarge or extend all roads, walks and utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, and any pumps and sprinkler systems, all of which easements shall be for the benefit of the Future Expansion Area described herein, whether or not such Future Expansion Area is hereafter added to the Condominium and for the benefit of any other land adjoining the Condominium (or any expansion thereof) if now owned or hereafter acquired by Developer or its successors or assigns. These easements shall run with the land in perpetuity, and shall survive the six (6) year period for adding the Future Expansion Area to the Condominium. Developer has no financial obligation to support such easements, except that any dwelling unit using the roads or other amenity of the Condominium, if such unit is not included within the Condominium, shall pay a pro rata share of the expense of maintenance, repair, or replacement of the roads or amenity which are used, which share shall be determined pro rata according to the total number of dwelling units using such roads or amenity.

(c) By recordation of this Master Deed, Developer reserves the right and power to dedicate all the roads in the Condominium to public use, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees, shall be deemed irrevocably to have appointed Developer and its successors or assigns as agent and attorney-in-fact to make such dedication and to act on behalf of all Co-owners and their Mortgagees in any statutory or special assessment proceedings with respect to the dedicated roads. After certificates of occupancy are issued for one hundred (100%) percent of the Units in the Condominium, including all Units located within any portion of the Future Expansion Area added to the Condominium, the foregoing rights and powers may be exercised by the Association. Nothing set forth in this paragraph (c) shall in any way impose an obligation on the Developer to dedicate any of the roads or driveways within the Condominium Project and, in fact, the Developer does not currently intend to dedicate any of the internal roads or driveways constructed within the Condominium.

(d) Upon approval by an affirmative vote of not less than fifty one (51%) percent of all Co-owners, in number and in value, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for the improvement of roads within or adjacent to the Condominium or for any other lawful purpose, including, without limitation, the installation or extension of sanitary sewer lines and related facilities. In the event that a special assessment road improvement project or other special assessment project is established pursuant to applicable Michigan law, the collective costs assessable to the Condominium as a whole shall be borne equally by all Co-owners.

(e) Developer reserves the right and power to grant easements over, or dedicate portions of any of the Common Elements for utility, drainage, street, safety or construction purposes, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees shall be deemed to have appointed Developer and its successors or assigns as agent and attorney-in-fact to make such easements or dedications both during and after the Development and Sales Period. After certificates of occupancy are issued for one hundred (100%) percent of the Units in the Condominium, including all Units located within any portion of the Future Expansion Area added to the Condominium, the foregoing right and power may also be exercised by the Association.

(f) If any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building, or due to survey errors or construction deviations, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for as long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be permanent, non-exclusive easements to, through and over those portions of the Units and Common Elements for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, communications, telephone and cable television lines. There shall exist easements of support with respect to any Unit interior wall which supports a common element.

(g) There shall be easements to and in favor of the Association, and its officers, directors, agents and designees (and the Developer prior to the First Annual Meeting), in, on and over all Units, for access to the Units to conduct any activities authorized by this Master Deed or the Condominium By-Laws, including, without limitation, any and all maintenance, repair and replacement responsibilities assigned to the Association in Article IV above. Prior to any entry into the Unit, the Association or the Developer, through its authorized agent, will first provide the Co-owner with reasonable notice and will attempt to coordinate such entry with such Co-owner in order to minimize interfering with the Co-owner's use and enjoyment of the Unit; provided, however, that in the event of an emergency or in the event a Co-owner fails to respond to a written request for entry within forty-eight (48) hours in a non-emergency situation, the Association or the Developer, as the case may be, will have the right of entry into the Unit.

(h) The Developer, the Association and all public and private utility companies shall have such easements over, under, across and through the Condominium, including all Units and Common Elements, as may be necessary to develop, construct, market and operate any Units within the land described in Article II hereof (or any portion of the Future Expansion Area

described in Article X, hereof, which may be added to the Condominium from time to time), to fulfill their responsibilities of maintenance, repair and replacement of common amenities or improvements (whether or not such common amenities or improvements are integrated into the Condominium) and also to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium.

(i) The Condominium is part of a larger development known as the "Fox Ridge of Hartland Community", which includes the Future Expansion Area and a separate condominium development to be established and known as "Fox Ridge I of Hartland" and referred to herein as "Fox Ridge I". The Condominium, the Future Expansion Area and Fox Ridge I are all subject to a certain Declaration of Covenants, Conditions and Restrictions for the Fox Ridge of Hartland Community Association dated January 20, 2005 (the "Community Association Declaration") and recorded at Liber 4721, Pages 141 through 165, Livingston County Records. The Community Association Declaration establishes certain rights, responsibilities and obligations with respect to the Community Association that are binding upon all Co-owners and all owners of units established in Fox Ridge I, all as more specifically described in the Community Association Declaration and Article XV below. Pursuant to the Community Association Declaration, the private roads constructed within the Condominium, the Future Expansion Area and Fox Ridge I are all subject to a reciprocal easement that permits the use of said roads for ingress and egress by the owners of any and all residential units (including the Units) established within the Condominium, the Future Expansion Area and Fox Ridge I and the guests, tenants, invitees and family members of such owners.

(j) There shall be easements to and in favor of the Community Association, and its officers, directors, agents and designees, in, on and over the Condominium Project for access to the facilities and improvements that are to be maintained, repaired and replaced by the Community Association and the land adjacent to such facilities and improvements to the extent necessary for the performance by the Community Association of its responsibilities and functions as authorized and provided for in the Community Association Declaration described in paragraph (i) above. The Association and the condominium association established to administer the affairs of Fox Ridge I shall comprise the only two members of the Community Association and, through an equal number of directors elected by each of their respective condominium associations, both the owners of units in Fox Ridge I and the Co-owners of Units shall share in the control of the Community Association and its operations, including the operation of the Shared Recreation Facilities described above in Article III, paragraph (t). As members of their respective condominium associations, both the owners of units in Fox Ridge I and the Co-owners of Units shall have equal rights to the use and enjoyment of the Shared Recreation Facilities and an equal share in the cost of operating, repairing, maintaining and replacing the Shared Recreation Facilities and the other improvements and facilities maintained by the Community Association.

(k) The Developer and the Township have entered into a certain Fox Ridge Planned Development Agreement dated January 10, 2005 (the "Planned Development Agreement") with regard to the development of the Fox Ridge of Hartland Community and the Condominium, as the same may be expanded, under the provisions of Article 29.00 of the Township's Zoning

Ordinance. The Planned Development Agreement has been or will be recorded in the Livingston County Records and shall be binding upon the Association and the Co-owners of all Units established within both the Condominium and Fox Ridge I, as the same may be expanded, and the Community Association to the extent that provisions in the Planned Development Agreement continue to apply after the initial development of the Condominium and Fox Ridge I.

(l) The Condominium and Fox Ridge I, including such land as may be added to either development, shall be subject to the terms and conditions of such special assessment contract as may be entered into by the Developer and the Township and/or Livingston County for the purpose of extending sanitary sewer service to the Fox Ridge of Hartland Community, including the Condominium and Fox Ridge I, all as described and set forth in the Planned Development Agreement referenced in paragraph (k) immediately above. The Developer hereby specifically reserves the right to grant easements and enter into such agreements as may be reasonably required by the Drain Commissioner of Livingston County or such other appropriate governmental agency with respect to the use, operation, maintenance, repair and replacement of any and all sanitary sewer mains and related facilities and improvements installed or constructed within the Condominium or any expansion thereof, all without any requirement for the prior consent of any Co-owner or any other person interested in the Condominium or any Unit established therein, as the same may be expanded.

(m) Notwithstanding the provisions set forth below in Article XII regarding "convertible areas", certain portions of the Condominium, as the same may be expanded, may be designated as preserved open space on the Plan attached hereto as Exhibit B or on any replat of said Plan. Upon such designation, said preserved open space shall be subject to a permanent easement for the continued preservation and conservation of such preserved open spaces in their natural state; provided that nothing in this provision shall prevent the use and maintenance of such areas for storm water detention in accordance with and as shown on the Plan attached hereto as Exhibit B, as the same may be amended. The land subject to preservation pursuant to this provision shall include the wetland areas that are located on the northeast portion of the land that may be added to the Condominium. The Developer shall have the right to encumber such wetland areas as may be located within the Condominium, as the same may be expanded, by entering into one or more Conservation Easements with the Michigan Department of Environmental Quality ("MDEQ) to provide for the preservation and protection of such wetland areas.

(n) There shall exist for the benefit of the Township and any emergency service agency, an easement over the roads and driveways in the Condominium for use by the Township and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and the Co-Owners thereof. The U.S. Postal Service shall also have an easement over the roads in the Condominium for its vehicles for delivery of mail. The granting of these easements shall not be construed as a dedication of any streets, roads or driveways to the public.

(o) Pursuant to a certain Grant of Permanent Easement dated August 28, 2001 and recorded on October 5, 2001 at Liber 3135, Pages 524 through 534, Livingston County Records, a portion of the Future Expansion Area is encumbered by a 25-foot wide easement for ingress

and egress and public utilities for the benefit of Hartland Township that permits access and the extension of utility lines to certain wells that are owned and operated by the Township and that are located near the center of the area that the Developer intends to develop as the Condominium. In developing the Condominium and any expansion thereof, the Developer shall either refrain from interfering with the Township's use and enjoyment of the easements granted in the aforesaid Grant of Permanent Easements or cause the easements to be relocated in accordance with the provisions of that document.

(p) The land included in the Condominium and the Future Expansion Area are subject to a certain Easement Agreement dated September 19, 1989 and recorded at Liber 1367, Pages 787 through 802, Livingston County Records (the "Easement Agreement"), and a certain Declaration of Covenants and Agreements dated June 17, 2004 and recorded at Liber 4502, Pages 245 through 265, Livingston County Records (the "Roadway Declaration"), which modifies portions of the Easement Agreement. Pursuant to the Easement Agreement, as modified by the Roadway Declaration, the Co-owners of Units in the Condominium as the same may be expanded shall have an easement for ingress and egress over the roads constructed on the land to the south of Fox Ridge I and the land that may be added to Fox Ridge I for access to and from Highway M - 59. The Easement Agreement, as modified by the Roadway Declaration, imposes responsibilities for the maintenance and upkeep of certain roads and streets, including the private roads within the Condominium and any expansion thereof. The responsibilities imposed by the Easement Agreement and Roadway Declaration shall be binding upon all Co-owners as successors in title to the parties to those documents; provided that said responsibilities shall be performed by the Community Association.

(q) The Developer shall have the right to create such additional easements or to enter into such agreements as may be necessary or beneficial to the development of the Condominium, including such portions of the Future Expansion Area as may be added to the Condominium.

ARTICLE VIII AMENDMENTS

This Master Deed and any Exhibit hereto may be amended as follows:

(a) No Unit dimensions may be modified without the consent of the Co-owner of such Unit nor may the nature or extent of limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any Unit to which the same are appurtenant.

(b) If the amendment will materially change the rights of the Co-owners or first Mortgagees, then such amendment requires the consent of not less than two-thirds (2/3) in value of the votes of the Co-owners and first Mortgagees of the Units (unless a greater majority is specified in the Condominium By-Laws). A first Mortgagee shall have one vote for each mortgage held.

(c) Notwithstanding subparagraphs (a) and (b) above, but subject to the limitation of subparagraph (d) below, Developer reserves the right to amend this Master Deed or any of its Exhibits for any of the following purposes without the consent of Co-owners or Mortgagees:

- (1) To delete unsold Units and to modify the locations, types and sizes of unsold Units and the General and/or Limited Common Elements adjoining or appurtenant to unsold Units;
- (2) To amend the Condominium By-Laws, subject to any restrictions on amendments stated therein;
- (3) To correct arithmetic errors, typographical errors, survey errors, or any similar errors in the Master Deed, Plan or Condominium By-Laws;
- (4) To clarify or explain the provisions of the Master Deed or its exhibits;
- (5) To comply with the Acts or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Unit;
- (6) To convert the Convertible Areas of the Condominium and to redefine Common Elements and Units and adjust Percentages of Value in connection therewith;
- (7) To expand or contract the Condominium and to redefine Common Elements and adjust Percentages of Value in connection therewith and to make any other amendment expressly permitted by this Master Deed;
- (8) To make, define or limit easements affecting the Condominium;
- (9) To record an "as-built" Condominium Subdivision Plan;
- (10) To amend the description of land included in the Condominium as set forth in Article II of this Master Deed and on the Plan in the event the roads in the Condominium are dedicated to public use to the Livingston County Road Commission or any other governmental agency or to comply with the requirements of any governmental agency.

(d) Notwithstanding any other provisions of this Article VIII, the method or formula used to determine the Percentages of Value for Units in the Condominium, as described above, may not be modified without the consent of each affected Co-owner and first Mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Association may not make any amendment which materially changes the rights of Developer without the written consent of the Developer as long as the Developer owns any Units in the Condominium, as it may be expanded, nor can the Association ever make any amendment which abridges or in any way limits the easement rights reserved in Article VII above in favor of the Developer or the Community Association. During

the Development and Sales Period, any amendment to the By-Laws attached hereto that relates to the ability or terms under which a Co-owner may rent a Unit to others must be approved in writing by the Developer. The Association shall not make any amendment which impairs or interferes with the Community Association's ability to carry out its responsibilities and functions, including, without limitation, the operation, maintenance, repair and replacement of the Shared Recreation Facilities for the benefit of the entire Fox Ridge of Hartland Community.

(e) Any amendment to this Master Deed which affects the conditions imposed on the Condominium by the Township of Hartland or the rights of the Township shall require the prior written consent of the Township of Hartland, which consent shall not be unreasonably withheld.

ARTICLE IX
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; provided that such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

(a) By Developer. Until the First Annual Meeting, Developer reserves the sole right, (without the consent of any other Co-owner or any mortgagee of any Unit) to take the following actions:

- (1) Consolidate Contiguous Units. Consolidate under single ownership two or more Units. 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.
- (2) Relocate Boundaries. Relocate any boundaries between adjoining Units, separated only by Unit perimeters or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.
- (3) Amendments to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such consolidation or relocation of boundaries shall be separately identified by number. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably

and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing.

(4) Conformity with Laws and Ordinances. All actions taken under this Article IX must comply with all applicable laws and ordinances, including, without limitation, any approvals required by the Township of Hartland.

(b) Limited Common Elements. Limited Common Elements, if any are created, shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to consolidate Units or relocate boundaries described in this Article.

ARTICLE X FUTURE EXPANSION OF CONDOMINIUM

The Condominium is established as an expandable Condominium in accordance with the provisions of this Article.

(a) Developer (on its behalf and on behalf of its successors and no other third party, unless assigned in writing by the Developer), reserves the right, but not an obligation, to expand the Condominium. Except as set forth herein, no other person or entity may exercise the right to expand the Condominium.

(b) There are no restrictions or limitations on Developer's right to expand the Condominium except as stated in this Article X. The consent of any Co-owner shall not be required to expand the Condominium. All of the Co-owners and Mortgagees of Units and persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such expansion of the Condominium and any amendment or amendments to this Master Deed to effectuate the expansion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney and for the purpose of executing such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be made without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed or the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium and Developer may, in its discretion, establish all or a portion of the Future Expansion Area described below as a rental development, a separate condominium, or any other form of development; including, without limitation, a "site" condominium. These provisions give notice to all persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of amendment shall be required.

(c) The Developer's right to expand the Condominium shall expire six (6) years after the initial recording of this Master Deed.

(d) The land which may be added to the Condominium (herein referred to as the "Future Expansion Area") comprises two parcels of land referred to in the Plan as the "Proposed Future Development Area North" and the "Proposed Future Development Area South". The aforesaid parcels are situated in Hartland Township, Livingston County, Michigan, being more specifically described as follows:

Proposed Future Development Area North

Commencing at the Southwest corner of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan; thence North 02°38'53" West 1354.37 feet along the West line of said Section 21; thence along the Northerly line of the proposed future development area of "Fox Ridge I of Hartland", a contractible condominium, for which the recording information and Livingston County Condominium Subdivision Plan number are not currently available, the following five courses: (1) Southwesterly 251.21 feet along the arc of a 531.00 foot radius, non-tangential curve to the left, having a central angle of 27°06'23" and a long chord which bears South 59°11'32" West 248.88 feet, (2) Southwesterly 164.03 feet along the arc of a 284.00 foot radius reverse curve to the right, having a central angle of 33°05'32" and a long chord which bears South 62°11'06" West 161.76 feet, (3) Northwesterly 46.95 feet along the arc of a 27.00 foot radius compound curve to the right, having a central angle of 99°37'55" and a long chord which bears North 51°27'11" West 41.25 feet, (4) North 01°38'13" West 3.04 feet and (5) South 88°31'26" West 32.00 feet to the Place of Beginning; thence North 86°30'10" West 89.73 feet; thence North 30°43'46" West 115.49 feet; thence North 65°18'35" West 170.42 feet; thence South 87°21'14" West 76.75 feet; thence North 02°38'46" West 88.33 feet; thence South 86°10'04" West 209.85 feet; thence North 03°37'43" West 174.16 feet; thence North 79°07'16" East 134.18 feet; thence South 89°03'24" East 255.25 feet; thence North 74°13'39" East 295.72 feet; thence North 81°50'03" East 351.57 feet; thence North 03°59'31" West 261.80 feet; thence North 84°26'20" East 977.92 feet; thence South 05°33'40" East 468.84 feet; thence South 36°03'41" West 91.01 feet; thence South 44°25'20" West 50.14 feet; thence South 20°21'17" West 67.67 feet; thence North 72°03'33" West 129.94 feet; thence North 86°38'55" West 315.39 feet; thence North 63°11'39" West 226.45 feet; thence South 69°24'16" West 160.82 feet; thence South 35°47'57" West 57.68 feet; thence South 78°50'51" West 303.26 feet; thence South 81°30'57" West 115.03 feet; thence South 57°30'11" West 33.69 feet; thence South 32°29'49" East 133.01 feet; thence South 55°46'38" West 99.08; thence South 74°12'15" West 41.00 feet; thence South 08°43'30" East 73.61 feet to the Place of Beginning. Being a part of the Southeast 1/4 of Section 20 and part of the Southwest 1/4 of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County. Containing 18.42 acres of land, more or less, and subject to and/or together with easements and restrictions of record, if any.

Proposed Future Development Area South

Part of "Fox Ridge I of Hartland", a contractible condominium for which the recording information and Livingston County Condominium Subdivision Plan number are currently not available, and the proposed future development area of Fox Ridge I of Hartland.

Commencing at the Southwest Corner of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan; thence N 02°38'53" West 1195.53 feet along the West line of said Section 21 to the Place of Beginning; thence along a line coincident with the boundary of the proposed future development area of Fox Ridge I of Hartland, the following nineteen courses: (1) South 53°19'16" West 367.60 feet, (2) South 86°03'24" West 696.00 feet, (3) North 37°48'05" East 308.18 feet, (4) North 02°38'46" West 180.17 feet, (5) North 87°21'14" East 76.75 feet, (6) South 65°18'35" East 170.42 feet, (7) South 30°43'46" East 115.49 feet, (8) South 86°30'10" East 89.73 feet, (9) North 88°31'26" East 32.00 feet, (10) South 01°38'13" East 3.04 feet, (11) Southeasterly 46.95 feet along the arc of a 27.00 foot radius curve to the left, having a central angle of 99°37'55" and a long chord which bears South 51°27'11" East 41.25 feet, (12) Northeasterly 164.03 feet along the arc of a 284.00 foot radius compound curve to the left, having a central angle of 33°05'32" and a long chord which bears North 62°11'06" East 161.76 feet, (13) Northeasterly 375.18 feet along the arc of a 531.00 foot radius reverse curve to the right, having a central angle of 40°28'58" and a long chord which bears North 65°52'49" East 367.43 feet, (14) North 86°07'18" East 39.67 feet, (15) North 03°52'42" West 25.00 feet, (16) North 86°07'18" East 129.00 feet, (17) South 03°52'42" East 25.00 feet, (18) North 86°07'18" East 96.10 feet and (19) Northeasterly 94.31 feet along the arc of a 701.00 foot radius curve to the right, having a central angle of 07°42'29" and a long chord which bears North 89°58'33" East 94.24 feet; thence along the Northerly line of said Fox Ridge I of Hartland the following three courses: (1) continuing Southeasterly 143.72 feet along the arc of a 701.00 foot radius curve to the right, having a central angle of 11°44'49" and a long chord which bears South 80°17'48" East 143.47 feet; (2) Southeasterly 221.66 feet along the arc of a 649.00 foot radius reverse curve to the left, having a central angle of 19°34'08" and a long chord which bears South 84°12'28" East 220.58 feet and (3) North 86°00'28" East 123.92 feet; thence South 00°10'13" East 72.82 feet; thence Southeasterly 47.04 feet along the arc of a 27.00 foot radius, non-tangential curve to the right, having a central angle of 99°49'23" and a long chord which bears South 34°57'08" East 41.31 feet; thence Southwesterly 265.29 feet along the arc of a 265.29 foot radius compound curve to the right, having a central angle of 71°01'42" and a long chord which bears South 50°28'25" West 248.63 feet; thence South 85°59'16" West 246.90 feet; thence along a line coincident with the boundary of said Fox Ridge I of Hartland, the following two courses: (1) North 04°00'44" West 158.49 feet and (2) South 86°07'18" West 75.13 feet; thence along a line coincident with the boundary of the proposed future development area of Fox Ridge I of Hartland, the following two courses: (1) continuing South 86°07'18" West 455.97 feet and (2) South 53°19'16" West

2.48 feet to the Place of Beginning. Being a part of the Southeast 1/4 of Section 20 and part of the Southwest 1/4 of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan. Containing 9.87 acres of land, more or less, and subject to and/or together with easements and restrictions of record.

(e) The Future Expansion Area may be added to the Condominium in its entirety or in parcels, in one amendment to this Master Deed or in separate amendments, at the same time or at different times, all in Developer's discretion. There are no restrictions upon the order in which portions of the Future Expansion Area may be added to the Condominium.

(f) There are no restrictions upon the locations of any improvements that may be made on any portions of the Future Expansion Area, and Developer reserves the right to locate such improvements in Developer's sole discretion (including, without limitation, the construction of recreation facilities such as a clubhouse), subject only to such applicable laws and ordinances which may affect the Condominium, and the approved site plan for the Project, as the same may be amended.

(g) The number of Units which Developer reserves the right to construct, all or in part, upon the Future Expansion Area is up to one hundred and eight (108), for a maximum of up to one hundred and forty-eight (148) Units which may be included in the Condominium (including the Units now shown on the Plan). This Master Deed imposes no restrictions upon the number of Units to be created on individual portions of the Future Expansion Area, provided that the maximum number of Units as described herein and for the whole shall not be exceeded.

(h) All land and improvements added to the Condominium shall be restricted exclusively to residential units and to such Common Elements as may be consistent and compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities.

(i) The extent to which any structure erected on any portion of the Future Expansion Area added to the Condominium are compatible with structures on land included in the original Master Deed is solely within the discretion of the Developer, subject only to the requirements of local ordinances and building authorities, and is not limited by this Master Deed.

(j) There are no restrictions as to types of Condominium Units which may be created upon the Future Expansion Area except that such Units must comply with state law, local ordinances and the requirements of building authorities. In addition to attached Units similar to the Units to be constructed in the initial phase of the Condominium, Developer reserves the right to construct apartment-type attached Units of greater density on some or all of the Future Expansion Area.

(k) Developer may create Limited Common Elements upon the Future Expansion Area and designate Common Elements thereon which may be subsequently assigned as Limited Common Elements. The nature of any such Limited Common Elements to be added to the Condominium is exclusively within the discretion of the Developer.

(l) If the Condominium is expanded, it shall be expanded by an amendment to the Master Deed or by a series of successive amendments to the Master Deed, each adding Future Expansion Area and/or improvements to the Condominium.

(m) Any amendment to the Master Deed which alters the number of Units in the Condominium shall proportionately readjust the existing Percentages of Value of Condominium Units to preserve a total value of one hundred (100%) percent and for the entire Condominium. Percentages of Value shall be readjusted and determined in accordance with the method and formula described in Article VI of this Master Deed.

(n) Any expansion shall be deemed to have occurred at the time of the recording of an amendment to this Master Deed embodying all essential elements of the expansion. At the conclusion of expansion of the Condominium, not later than one year after completion of construction, a Consolidating Master Deed and plans showing the Condominium "as built" will be prepared and recorded by the Developer. A copy of the recorded Consolidating Master Deed will be provided to the Association.

ARTICLE XI CONTRACTION OF CONDOMINIUM

(a) As of the date this Master Deed is recorded, the Developer does not intend to dedicate to public use the roads and road rights-of-way shown on the Condominium Plan and Developer undertakes no obligation whatsoever to effect such dedication of the roads. Developer nevertheless reserves the right to withdraw from the Condominium that portion of the land described in Article II and such other land as may have been added to the Condominium pursuant to Article X above that consists of the Condominium roads and road rights-of-way as the same are shown on the Condominium Plan. At the sole option of the Developer, within a period ending no later than six (6) years from the date of recording this Master Deed, the land included in the Condominium may be contracted to withdraw from the Condominium roads and road rights-of-way dedicated to public use.

(b) In connection with such contraction, Developer unconditionally reserves the right to withdraw from the Condominium that portion of the land within the Condominium that is dedicated to public use as a road and/or road right-of-way. The withdrawal of such land pursuant to this Article XI shall be effected by an amendment of the Master Deed as provided in subparagraph (d) below and by a single conveyance of all roads and road rights-of-way in the Condominium to the Livingston County Road Commission (or other appropriate governmental unit with appropriate jurisdiction).

(c) Apart from satisfying any governmental conditions to dedication of the road and road rights-of-way, there are no restrictions on Developer's right to contract the Condominium as provided in this Article XI. Developer makes no representation whatsoever that the roads constructed to provide access in and to the Condominium meet the requirements imposed by the appropriate governmental agencies for dedication of the roads.

which Units may be expanded, moved, deleted and created as provided in this Article XII. The Developer reserves the right, but not an obligation, to convert the Convertible Areas.

(b) The Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording this Master Deed, to modify the size, location, and configuration of any Unit that it owns in the Condominium, and to make corresponding changes to the Common Elements, subject to the requirements of local ordinances and building authorities. The changes could include (by way of illustration and not limitation) the deletion of Units from the Condominium and the substitution of General and Limited Common Elements therefor. The maximum number of units that may be included in the Condominium, as the same may be expanded by the addition of all or portions of the Future Expansion Area, is one hundred and forty-eight (148) units.

(c) All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to residential use and to such Common Elements as are compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities.

(d) Unless otherwise required by this Master Deed, the consent of any Co-owner shall not be required to convert the Convertible Areas. All of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors or assigns, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

(e) All modifications to Units and Common Elements made pursuant to this Article XII shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the Percentages of Value set forth in Article VI hereof shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve a total value of one hundred (100%) percent for the entire Condominium resulting from such amendments to this Master Deed. The precise determination of the readjustments in Percentages of Value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among Percentages of Value based upon the original method and formula described in Article VI of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements

as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article XII.

ARTICLE XIII DEVELOPER'S RIGHT TO USE FACILITIES

Until the end of the Development and Sales Period, the Developer, its successors and assigns, agents and employees may maintain such offices, model units, reasonable parking, storage areas and other facilities on the Condominium as it deems necessary to facilitate the development and sale of the Condominium Project. Throughout the entire duration of the Development and Sales Period, Developer, its successors and assigns, agents and employees shall have such access to, from and over the Condominium as may be reasonable to enable the development and sale of the Condominium Project. Developer shall pay the cost related to such use and restore the facilities to habitable status upon termination for such use.

ARTICLE XIV 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 an appropriate instrument in writing duly recorded in the office of the Livingston County Register of Deeds.

ARTICLE XV FOX RIDGE OF HARTLAND COMMUNITY ASSOCIATION

As stated above in Article VII, the Condominium (and the Future Expansion Area) is included in a larger development known as the "Fox Ridge of Hartland Community", which is in turn subject to the above referenced Community Association Declaration. The Community Association has been established as a Michigan non-profit corporation to operate, maintain and carry insurance on certain common facilities to be constructed or established within the Condominium and a separate condominium known as Fox Ridge I of Hartland that together comprise the Fox Ridge of Hartland Community. Those common facilities include (i) the Shared Recreation facilities to be located within Fox Ridge I, including the swimming pool, pool house and play areas, to be operated, maintained, repaired and replaced by the Community Association for the benefit of the Co-owners and the units in Fox Ridge I and their guests, tenants and invitees, (ii) the private roads constructed within the Fox Ridge of Hartland Community (including both the Condominium and Fox Ridge I), (iii) the sidewalks, pedestrian walkways, and nature trails, if any, constructed within the Fox Ridge of Hartland Community (including the Condominium and Fox Ridge I), (iv) storm water detention ponds and related improvements; (v) the retention wall to be constructed within the Condominium, as the same may be expanded, and (vi) the landscaping and boulevard improvements located at the entrance to Fox Ridge I from Old U.S. Highway 23 and such landscaping as may be installed along Old

U.S. Highway 23 in either the Condominium or Fox Ridge I. The Community Association shall also be responsible for preserving and maintaining such conservation easement areas, if any, as may be established within the Fox Ridge of Hartland Community for the purpose of preserving and protecting wetland areas subject to regulation by the State of Michigan, including such wetland area as may be located within the Condominium, as the same may be expanded.


The Association and the condominium association established to administer Fox Ridge I (the "Fox Ridge I Condominium Association") shall be the only members of the Community Association, with the Condominium Association and the Fox Ridge I Condominium Association each having the right to elect or appoint two of the four directors that will manage the affairs of the Community Association. Pursuant to the Article IV of the Community Association Declaration, the Developer shall have the right to appoint the directors of the Community Association that may be appointed or elected by the Association for as long as the Developer retains title to a Unit in the Condominium, as it may be expanded. Under the terms and conditions of the Community Association Declaration, the Community Association is empowered to collect assessments in equal amounts from the Co-owners of each Unit that may be created in the Condominium and the owners of each unit in Fox Ridge I to fund the operations of the Community Association, including the performance of the maintenance, repair and replacement responsibilities assigned to that entity. The Community Association is granted the right to impose and enforce liens upon any Units or any units in Fox Ridge I owned by Co-owners or unit owners that fail to pay assessments due and payable to the Community Association pursuant to the Community Association Declaration.

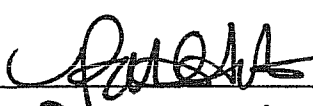
IN WITNESS WHEREOF, Developer has caused this Master Deed to be executed the day and year first above written.

WITNESSES:

SIGNED BY:

FOX RIDGE HOMES, L.L.C., a Michigan
limited liability company

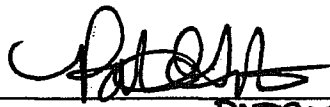
By: 
Bernard Gieberman
Its: Manager


PATRICIA A. GORTON

[Notary contained on next page]

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 20th day of January, 2005, by Bernard Glieberman, Manager of FOX RIDGE HOMES, L.L.C., a Michigan limited liability company, on behalf of the company.


NOTARY PUBLIC PATRICIA A. GORTON
WAYNE County of ~~Oakland~~, State of Michigan
My Commission Expires: 10.19.2005
Acting in OAKLAND County

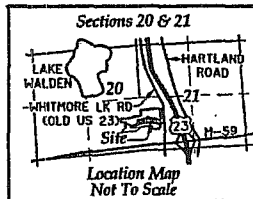
PREPARED BY AND WHEN RECORDED RETURN TO:

✓ George W. Day, Esq.
Jackier Gould, P.C.
Second Floor, 121 West Long Lake Road
Bloomfield Hills, Michigan 48304-2719

Exhibit "B" To The Master Deed Of

Fox Ridge II Of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 of Section 21
Town 3 North, Range 6 East
Hartland Township, Livingston County, Michigan



Developer
FOX RIDGE HOMES, L.L.C.
4051 VINCENT COURT
NOVI, MI 48375

Surveyor/Engineer
DESNE INC
2183 PLESS DRIVE
BRIGHTON, MI 48114

Attention: Register of Deeds
The Condominium Plan Number Must Be Assigned In Consecutive Sequence. When A Number Has Been Assigned To The Project, It Must Be Properly Shown In The Title On This Sheet And In The Surveyor's Certificate On Sheets 2-7.

NOTE:
Fox Ridge II Of Hartland
To Be Recorded Subsequent To
Fox Ridge I Of Hartland.

Legal Descriptions

FOX RIDGE II OF HARTLAND

Commencing at the Southwest Corner of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan; thence N 02°38'53" W 1354.37 feet along the West line of said Section 21 to the PLACE OF BEGINNING; thence along the Northernly line of Proposed Future Development Area of "Fox Ridge I of Hartland" (A Contractible Condominium Project), Liber, Page and Livingston County Condominium Subdivision Plan Number are not available at this time, the following five courses: (1) Southwesterly 251.21 feet along the arc of a 531.00 foot radius, non-tangential curve to the left, having a central angle of 27°06'23" and a long chord which bears S 59°11'32" W 248.88 feet, (2) Southwesterly 184.03 feet along the arc of a 284.00 foot radius reverse curve to the right, having a central angle of 33°05'32" and a long chord which bears S 82°11'08" W 161.76 feet, (3) Northwesterly 46.95 feet along the arc of a 27.00 foot radius compound curve to the right, having a central angle of 99°37'55" and a long chord which bears N 51°27'11" W 41.25 feet, (4) N 01°38'13" W 3.04 feet and (5) S 88°31'26" W 32.00 feet; thence N 08°43'30" W 73.61 feet; thence N 74°12'15" E 41.00 feet; thence N 55°48'38" E 99.08 feet; thence N 32°29'49" W 133.01 feet; thence N 57°30'11" E 33.69 feet; thence N 81°30'57" E 115.03 feet; thence N 78°50'51" E 303.26 feet; thence N 35°47'57" E 57.68 feet; thence N 69°24'18" W 180.82 feet; thence S 63°11'39" E 228.45 feet; thence S 86°38'55" E 315.39 feet; thence S 72°03'33" E 129.94 feet; thence N 20°21'17" E 67.87 feet; thence N 44°25'20" E 50.14 feet; thence N 38°03'41" E 91.01 feet; thence N 05°33'40" W 488.84 feet; thence N 84°28'20" E 180.82 feet; thence S 03°59'31" E 754.15 feet along the Westerly Right-of-Way of Whitmore Lake Road (Old U.S. 23); thence along the Northernly line of said "Fox Ridge I of Hartland" the following eight courses: (1) S 89°00'28" W 130.98 feet, (2) Northwesterly 40.60 feet along the arc of a 27.00 foot radius curve to the right, having a central angle of 86°09'38" and a long chord which bears N 50°54'45" W 38.88 feet, (3) Northwesterly 6.79 feet along the arc of a 301.00 foot radius reverse curve to the left, having a central angle of 01°17'32" and a long chord which bears N 08°20'43" W 8.79 feet, (4) S 8°30'42" W 32.00 feet, (5) Southwesterly 44.87 feet along the arc of a 27.00 foot radius, non-tangential curve to the right, having a central angle of 95°12'31" and a long chord which bears S 38°24'14" W 39.88 feet, (6) S 86°00'28" W 123.92 feet, (7) Northwesterly 221.66 feet along the arc of a 649.00 foot radius curve to the right, having a central angle of 19°34'08" and a long chord which bears N 84°12'28" W 220.58 feet and (8) Northwesterly 143.72 feet along the arc of a 701.00 foot radius reverse curve to the left, having a central angle of 11°44'49" and a long chord which bears N 80°17'48" W 143.47 feet; thence along the Northernly line of the Proposed Future Development Area of said "Fox Ridge I of Hartland" the following seven courses: (1) continuing Southwesterly 94.31 feet along the arc of a 701.00 foot radius reverse curve to the left, having a central angle of 07°42'29" and a long chord which bears S 88°56'33" W 94.24 feet, (2) S 86°07'18" W 96.10, (3) N 03°52'42" W 25.00 feet, (4) S 86°07'18" W 129.00 feet, (5) S 03°52'42" E 25.00 feet, (6) S 86°07'18" W 39.87 feet and (7) Southwesterly 123.97 feet along the arc of a 531.00 foot radius curve to the left, having a central angle of 13°22'35" and a long chord which bears S 79°28'01" W 123.69 feet to the Place of Beginning. Being a part of the Southeast 1/4 of Section 20 and part of the Southwest 1/4 of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan.

Containing 8.83 acres of land, more or less. Subject to and/or together with easements and restrictions of record, if any.

PROPOSED FUTURE DEVELOPMENT AREA NORTH

Commencing at the Southwest Corner of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan; thence N 02°38'53" W 1354.37 feet along the West line of said Section 21; thence along the Northernly line of Proposed Future Development Area of "Fox Ridge I of Hartland" (A Contractible Condominium Project), Liber, Page and Livingston County Condominium Subdivision Plan Number are not available at this time, the following five courses: (1) Southwesterly 251.21 feet along the arc of a 531.00 foot radius, non-tangential curve to the left, having a central angle of 27°06'23" and a long chord which bears S 59°11'32" W 248.88 feet, (2) Southwesterly 184.03 feet along the arc of a 284.00 foot radius reverse curve to the right, having a central angle of 33°05'32" and a long chord which bears S 82°11'08" W 161.76 feet, (3) Northwesterly 46.95 feet along the arc of a 27.00 foot radius compound curve to the right, having a central angle of 99°37'55" and a long chord which bears N 51°27'11" W 41.25 feet, (4) N 01°38'13" W 3.04 feet and (5) S 88°31'26" W 32.00 feet to the PLACE OF BEGINNING; thence N 86°30'10" W 89.73 feet; thence N 30°43'46" W 115.49 feet; thence N 55°18'35" W 170.42 feet; thence S 87°21'14" W 76.75 feet; thence N 02°38'46" W 88.33 feet; thence N 66°10'04" W 208.85 feet; thence N 03°37'43" W 174.16 feet; thence N 70°07'18" E 134.18 feet; thence S 89°03'24" E 255.25 feet; thence N 74°13'39" E 295.72 feet; thence N 81°50'03" E 351.57 feet; thence N 03°59'31" W 261.80 feet; thence N 84°28'20" E 977.92 feet; thence S 09°33'40" E 488.84 feet; thence S 38°03'41" W 91.01 feet; thence S 44°25'20" W 50.14 feet; thence N 20°21'17" W 67.87 feet; thence N 72°03'33" W 129.94 feet; thence N 86°38'55" W 315.39 feet; thence N 83°11'39" W 226.45 feet; thence S 69°24'18" W 180.82 feet; thence S 35°47'57" W 97.88 feet; thence S 78°50'51" W 303.26 feet; thence S 81°30'57" W 115.03 feet; thence S 57°30'11" W 33.69 feet; thence S 32°29'49" E 133.01 feet; thence N 55°48'38" W 99.08 feet; thence N 74°12'15" W 41.00 feet; thence S 08°43'30" E 73.61 feet to the Place of Beginning. Being a part of the Southeast 1/4 of Section 20 and part of the Southwest 1/4 of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County.

Containing 18.41 acres of land, more or less. Subject to and/or together with easements and restrictions of record, if any.

PROPOSED FUTURE DEVELOPMENT AREA SOUTH A Part of "Fox Ridge I Of Hartland" (A Contractible Condominium Project) Liber, Page And Livingston County Condominium Subdivision Plan Number Are Not Available At This Time And The Proposed Future Development Area Of Said "Fox Ridge I Of Hartland"

Commencing at the Southwest Corner of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan; thence N 02°38'53" W 1195.53 feet along the West line of said Section 21 to the PLACE OF BEGINNING; thence along a line coincident with the boundary of said Proposed Future Development Area of "Fox Ridge I Of Hartland" the following nineteen courses: (1) S 53°19'18" W 367.60 feet, (2) S 86°03'24" W 696.00 feet, (3) N 37°48'05" E 308.18 feet, (4) N 02°38'46" W 180.17 feet, (5) N 87°21'14" W 76.75 feet, (6) S 65°18'35" E 170.42 feet, (7) S 30°43'46" E 115.49 feet, (8) S 86°30'10" E 89.73 feet, (9) N 88°31'26" E 32.00 feet, (10) S 01°38'13" E 3.04 feet, (11) Southwesterly 46.95 feet along the arc of a 27.00 foot radius curve to the left, having a central angle of 99°37'55" and a long chord which bears S 51°27'11" E 41.25 feet, (12) Northwesterly 184.03 feet along the arc of a 284.00 foot radius compound curve to the left, having a central angle of 33°05'32" and a long chord which bears N 82°11'08" E 161.76 feet, (13) Northwesterly 375.18 feet along the arc of a 531.00 foot radius reverse curve to the right, having a central angle of 40°28'58" and a long chord which bears N 65°52'49" E 367.43 feet, (14) N 86°07'18" E 39.87 feet, (15) N 03°52'42" W 25.00 feet, (16) N 86°07'18" E 129.00 feet, (17) S 03°52'42" E 25.00 feet, (18) N 86°07'18" E 96.10 feet and (19) Northwesterly 94.31 feet along the arc of a 701.00 foot radius curve to the right, having a central angle of 07°42'29" and a long chord which bears N 89°58'33" E 94.24 feet; thence along the Northernly line of said "Fox Ridge I Of Hartland" the following three courses: (1) continuing Southwesterly 143.72 feet along the arc of a 701.00 foot radius curve to the right, having a central angle of 11°44'49" and a long chord which bears S 80°17'48" E 143.47 feet, (2) Southwesterly 221.66 feet along the arc of a 649.00 foot radius reverse curve to the left, having a central angle of 19°34'08" and a long chord which bears S 84°12'28" E 220.58 feet and (3) N 86°00'28" E 123.92 feet; thence S 00°10'13" E 72.82 feet; thence Southwesterly 47.04 feet along the arc of a 27.00 foot radius, non-tangential curve to the right, having a central angle of 99°49'23" and a long chord which bears S 34°57'08" E 41.31 feet; thence Southwesterly 285.29 feet along the arc of a 214.00 foot radius compound curve to the right, having a central angle of 17°01'42" and a long chord which bears S 50°28'25" W 248.83 feet; thence along a line coincident with the boundary of said "Fox Ridge I Of Hartland" the following two courses: (1) N 04°00'44" W 158.49 feet and (2) S 86°07'18" W 75.13 feet; thence along a line coincident with the boundary of said Proposed Future Development Area of "Fox Ridge I Of Hartland" the following two courses: (1) continuing S 86°07'18" W 455.97 feet and (2) S 53°19'18" W 2.48 feet to the Place of Beginning. Being a part of the Southeast 1/4 of Section 20 and part of the Southwest 1/4 of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan.

Containing 9.87 acres of land, more or less. Subject to and/or together with easements and restrictions of record.

Sheet Index

Sheet No.	Sheet Description
1	Cover Sheet
2	Survey Plan - Composite Plan
3	Survey Detail Plan - Section "A"
4	Survey Detail Plan - Section "B" - Building 1
5	Survey Detail Plan - Section "C" - Building 2 & 3
6	Survey Detail Plan - Section "D" - Building 4 & 5
7	Survey Detail Plan - Section "E" - Building 6 & 7
8	Site Plan - Section "A"
9	Site Plan - Section "B" - Building 1
10	Site Plan - Section "C" - Building 2 & 3
11	Site Plan - Section "D" - Building 4 & 5
12	Site Plan - Section "E" - Building 6 & 7
13	Utility Plan - Section "A"
14	Utility Plan - Section "B" - Building 1
15	Utility Plan - Section "C" - Building 2 & 3
16	Utility Plan - Section "D" - Building 4 & 5
17	Utility Plan - Section "E" - Building 6 & 7
18	Unit Identification Plan
19	Building Basement Plan - Units "A1," "A11," "C1" And "C11"
20	Building First Floor Plan - Units "A1," "A11," "C1" And "C11"
21	Building Second Floor Plan - Units "A1," "A11," "C1" And "C11"
22	Building Basement Plan - "A," "AR," "B," "BR," "C" And "CR"
23	Building First Floor Plan - "A," "AR," "B," "BR," "C" And "CR"
24	Building Second Floor Plan - "A," "AR," "B," "BR," "C" And "CR"
25	Unit Profile Plans - All Units



JOHN C. HAAS
PROFESSIONAL SURVEYOR No. 47198

(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

JANUARY 25, 2005
PROPOSED DATED

LIBRARY 721 PAGE 0314

Exhibit "B" To The Master Deed Of

Fox Ridge II Of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 Of Section 21

Town 3 North, Range 6 East

Hartland Township, Livingston County, Michigan

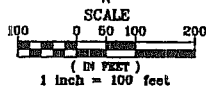
Survey - Composite Plan

Developer

FOX RIDGE HOMES, L.L.C.
41051 VINCENTI COURT
NOVI, MI 48375

Surveyor / Engineer

DESINE INC
2183 PLESS DRIVE
BRIGHTON, MI 48114



Legend

The Symbol "O" Indicates A 1/2 In. Iron Rod Encased In A 4 In. X 36 In. Concrete Monument.

Boundary Line

--- Polish Line

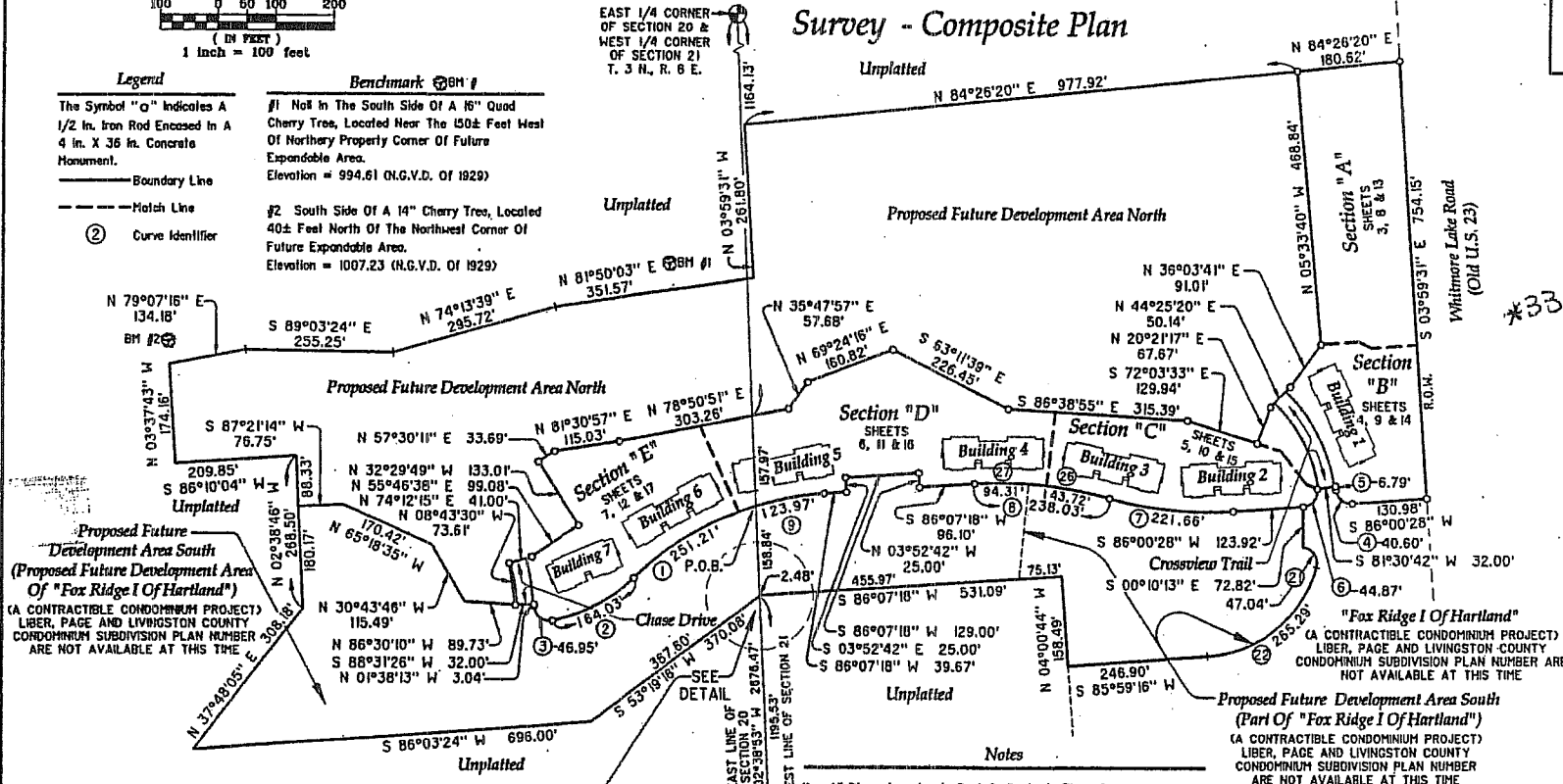
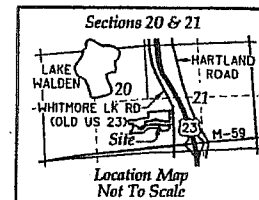
② Curve Identifier

Benchmark

#1 Nail In The South Side Of A 16" Quad Cherry Tree, Located Near The 450± Feet West Of Northerly Property Corner Of Future Expandable Area.
Elevation = 994.61 (N.G.V.D. Of 1929)

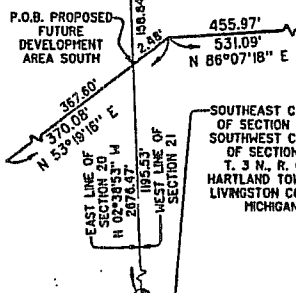
#2 South Side Of A 14" Cherry Tree, Located 40± Feet North Of The Northwest Corner Of Future Expandable Area.
Elevation = 1007.23 (N.G.V.D. Of 1929)

EAST 1/4 CORNER OF SECTION 20 & WEST 1/4 CORNER OF SECTION 21
T. 3 N., R. 6 E.



Curve Table					
Curve			Chord		
No.	Length	Radius	Delta	Bearing	Distance
1	251.21'	531.00'	27°08'23"	S 59°11'32" W	248.88'
2	164.03'	284.00'	33°05'32"	S 62°11'08" W	161.76'
3	46.95'	27.00'	99°37'55"	N 51°27'11" W	41.25'
4	40.80'	27.00'	86°09'36"	N 50°54'45" W	36.88'
5	6.79'	301.00'	01°17'32"	N 08°28'43" W	6.79'
6	44.87'	27.00'	95°12'31"	S 38°24'14" W	39.88'
7	221.66'	649.00'	03°34'08"	N 84°12'28" W	220.58'
8	238.03'	701.00'	19°27'18"	N 84°09'03" W	236.89'
9	123.97'	531.00'	13°22'35"	S 79°26'01" W	123.89'
21	47.04'	27.00'	99°49'23"	S 34°57'08" E	41.31'
22	285.29'	214.00'	71°01'42"	S 50°28'25" W	248.63'
26	143.72'	701.00'	10°44'49"	N 80°17'48" W	143.47'
27	94.31'	701.00'	07°42'29"	S 89°58'33" W	94.24'

P.O.B. PROPOSED FUTURE DEVELOPMENT AREA SOUTH



- Notes
- All Dimensions Are In Feet Or Decimals Thereof.
 - All Curvilinear Dimensions Are Shown Along The Arc.
 - Flood Insurance Rate Map Issued By The Federal Emergency Management Agency, Community Panel No. 260784-0005-A, Effective Date: May 17, 1989, Shows Subject Condominium Within "Other Areas Zone "X"" (Areas Determined To Be Outside 500 Year Flood Plain).
 - Bearings Are Based On Previous Survey By The Spicer Group, Dated: August 11, 2004, Job No. 102352.00.
 - All Easements Of Record Listed In Commitment For Title Insurance, Issued By Transnational Title Insurance Company, Commitment No. B-512094, Effective Date: January 22, 2003 At 8:00 a.m. Are Shown On Survey Detail Plans.
 - Subject To The Terms As Laid Out In A Certain Declaration Of Covenants, Conditions And Restrictions Of The "Fox Ridge I Of Hartland," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document.
 - See Survey Detail Plans For Depletion Of Public Utility Easements.
 - See Article VII Of Master Deed For Description Of Easements.
 - All Roads (Chase Drive And Crossview Trail) Are Private Right-of-Ways.
 - Ingress And Egress To Building 1 Through 7 Is Granted In: Item 6 Above, The Master Deed Of "Fox Ridge I Of Hartland," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document And Article VII Of This "Fox Ridge II Of Hartland" Master Deed.
 - The Condominium Is Subject To Contraction As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Conversion As Provided In Article XII Of Master Deed.

Surveyor's Certificate

I, JOHN C. HAAS III, a Professional Surveyor of the State of Michigan, hereby certify:

That the subdivision plan known as "FOX RIDGE II OF HARTLAND", Livingston County Condominium Subdivision Plan No. 75, as shown on the accompanying drawings, represents a survey on the ground made under my direction.

That there are no existing observable encroachments upon the lands and property herein described.

That the required monuments and iron markers have been or will be located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended) within one year from the date of the Exhibit "B" recordation.

That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended).

That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

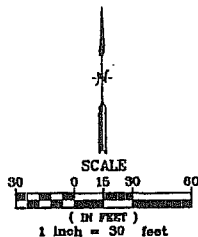


JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

JANUARY 25, 2005

PROPOSED DATED

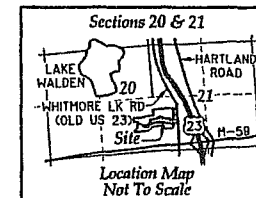
DESINE INC
(810) 227-0533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114



Developer
FOX RIDGE HOMES, L.L.C.
41051 VINCENTI COURT
NOVI, MI 48375

Exhibit "B" To The Master Deed Of
Fox Ridge II Of Hartland
Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 Of Section 21
Town 3 North, Range 6 East
Hartland Township, Livingston County, Michigan
Survey Detail Plan - Section "A"

Surveyor / Engineer
DESINE INC
2183 PLESS DRIVE
BRIGHTON, MI 48114



Notes

All Dimensions Are In Feet Or Decimals Thereof.

All Curvilinear Dimensions Are Shown Along The Arc.

Flood Insurance Rate Map Issued By The Federal Emergency Management Agency, Community Panel No. 260784-0005-A, Effective Date: May 17, 1989, Show Subject Condominium Within "Other Areas Zone "X"" (Areas Determined To Be Outside 500 Year Flood Plain).

Bearings Are Based On Previous Survey By The Spicer Group, Dated: August 11, 2004, Job No. 102352.00.

All Easements Of Record Listed In Commitment For Title Insurance, Issued By Titonation Title Insurance Company, Commitment No. 5-512094, Effective Date: January 22, 2003 At 8:00 a.m. Are Shown Hereon.

See Article VII Of Master Deed For Description Of Easements.

Subject To The Terms As Laid Out In A Certain Declaration Of Covenants, Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document.

All Roads (Chase Drive And Grassview Trail) Are Private Right-of-Ways.

Ingress And Egress To Building 1 Through 7 Is Granted In: Declaration Of Covenants, Conditions And Restrictions As Listed Above, The Master Deed Of "Fox Ridge I Of Hartland," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document And Article VII Of This "Fox Ridge II Of Hartland" Master Deed.

The Condominium Is Subject To Contraction As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Conversion As Provided In Article XII Of Master Deed.

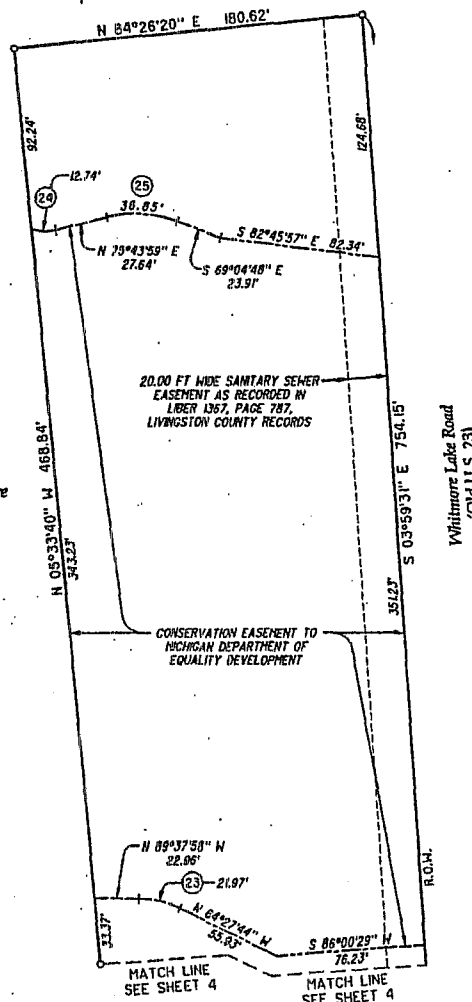
Legend

The Symbol "O" Indicates A 1/2 In. Iron Rod Encased In A 4 In. X 3/8 In. Concrete Monument.

—— Boundary Line
--- Match Line

Curve Table					
Curve			Chord		
No.	Length	Radius	Delta	Bearing	Distance
23	21.97'	50.00'	25°10'14"	N 77°02'51" W	21.79'
24	12.74'	20.00'	36°29'55"	S 86°01'04" E	12.53'
25	36.85'	60.00'	35°11'14"	S 86°40'24" E	36.27'

Unplatted



Benchmark

#1 Nail In The South Side Of A 16" Quad Cherry Tree, Located Near The 150± Feet West Of Northern Property Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 994.51 (N.G.V.D. Of 1929)

#2 South Side Of A 14" Cherry Tree, Located 40± Feet North Of The Northwest Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 1007.23 (N.G.V.D. Of 1929)

Surveyor's Certificate

I, JOHN C. HAAS III, a Professional Surveyor of the State of Michigan, hereby certify:
That the subdivision plan known as "FOX RIDGE II OF HARTLAND", Livingston County Condominium Subdivision Plan No. 222, as shown on the accompanying drawings, represents a survey on the ground made under my direction.
That there are no existing observable encroachments upon the lands and property herein described.
That the required monuments and iron markers have been or will be located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended) within one year from the date of the Exhibit "B" recordation.
That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended).
That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.



JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

JANUARY 25, 2005
PROPOSED DATED

DESINE INC
(610) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

721 PAGE 0316

Exhibit "B" To The Master Deed Of

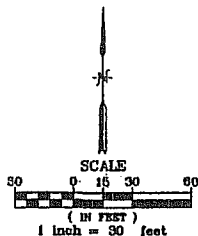
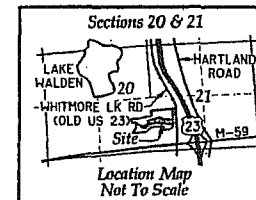
Fox Ridge II Of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 Of Section 21
Town 3 North, Range 6 East
Hartland Township, Livingston County, Michigan

Survey Detail Plan - Section "B"

Developer
FOX RIDGE HOMES, L.L.C.
41051 VINCENTI COURT
NOVI, MI 48375

DESINE INC
2183 PLESS DRIVE
BRIGHTON, MI 48114



Legend

The Symbol "O" Indicates A 1/2 In. Iron Rod Encased In A 4 In. X 36 In. Concrete Monument.

- Boundary Line
- Easement (As Labeled)
- 25.00 Ft Wide Private Easement For Sanitary Sewer
- 25.00 Ft Wide Private Easement For Water Main
- Match Line
- Curve Identifier

Notes

All Dimensions Are In Feet Or Decimals Thereof.

All Curvilinear Dimensions Are Shown Along The Arc.

Flood Insurance Rate Map Issued By The Federal Emergency Management Agency, Community Panel No. 260784-0005-A, Effective Date: May 17, 1989, Show Subject Condominium Within "Other Areas Zone "X". (Areas Determined To Be Outside 500 Year Flood Plain).

Bearings Are Based On Previous Survey By The Spicer Group, Dated: August 11, 2004, Job No. 102352.00.

All Easements Of Record Listed In Commitment For Title Insurance, Issued By Transunion Title Insurance Company, Commitment No. 5-512094, Effective Date: January 22, 2003 At 8:00 a.m. Are Shown Hereon.

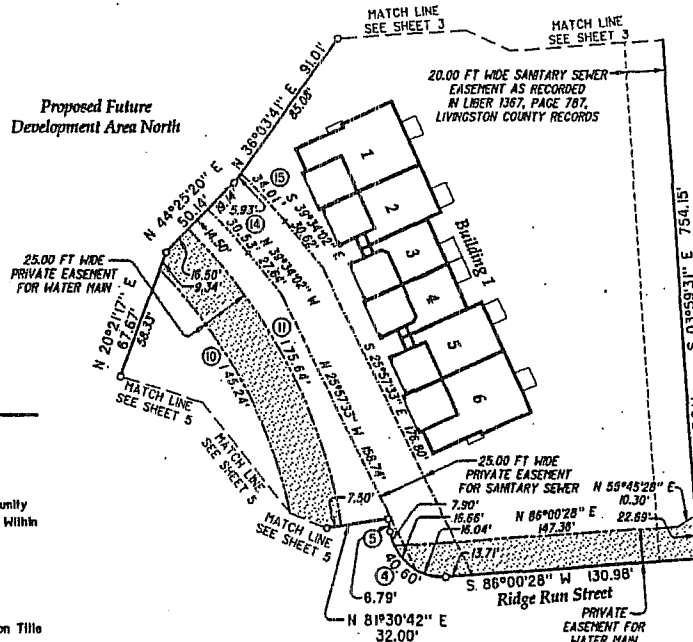
See Article VII Of Master Deed For Description Of Easements.

Subject To The Terms As Laid Out In A Certain Declaration Of Covenants, Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document.

All Roads (Chase Drive And Crossview Trail) Are Private Right-of-Ways.

Ingress And Egress To Building 1 Through 7 Is Granted In: Declaration Of Covenants, Conditions And Restrictions As Listed Above, The Master Deed Of "Fox Ridge I Of Hartland," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document And Article VII Of This "Fox Ridge II Of Hartland" Master Deed.

The Condominium Is Subject To Contraction As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Contraction As Provided In Article XII Of Master Deed.



"Fox Ridge I Of Hartland"
(A CONTRACTIBLE CONDOMINIUM PROJECT)
LIBER, PAGE AND LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION
PLAN NUMBER ARE NOT AVAILABLE AT THIS TIME

Curve Table					
Curve			Chord		
No.	Length	Radius	Delta	Bearing	Distance
4	40.50'	27.00'	88°09'36"	N 50°54'45" W	36.88'
5	6.79'	301.00'	01°17'32"	N 08°28'43" W	6.79'
10	145.24'	251.50'	33°09'18"	N 28°09'57" W	143.23'
11	175.64'	276.50'	38°23'48"	S 27°22'46" E	172.71'
14	30.53'	291.00'	6°00'39"	N 42°34'21" W	30.51'
15	34.01'	318.00'	6°10'01"	S 42°39'02" E	34.00'

Benchmark

#1 Nail In The South Side Of A 16" Quod Cherry Tree, Located Near The 1504 Feet West Of Northern Property Corner Of Future Expandable Area. (See Sheet 2)

Elevation = 994.61 (N.G.V.D. Of 1929)

#2 South Side Of A 14" Cherry Tree, Located 40± Feet North Of The Northwest Corner Of Future Expandable Area. (See Sheet 2)

Elevation = 1007.23 (N.G.V.D. Of 1929)

Surveyor's Certificate

*332

I, JOHN C. HAAS III, a Professional Surveyor of the State of Michigan, hereby certify:

That the subdivision plan known as "FOX RIDGE II OF HARTLAND", Livingston County Condominium Subdivision Plan No. 332, as shown on the accompanying drawings, represents a survey on the ground made under my direction.

That there are no existing observable encroachments upon the lands and property herein described.

That the required monuments and iron markers have been or will be located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended) within one year from the date of the Exhibit "B" recordation.

That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended).

That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.



JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

JANUARY 25, 2005
PROPOSED DATED

DESINE INC
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

721 PAGE 0317

Exhibit "B" To The Master Deed Of

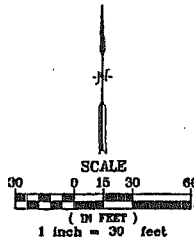
Fox Ridge II Of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 of Section 21
Town 3 North, Range 6 East
Hartland Township, Livingston County, Michigan

Survey Detail Plan - Section "C"

Developer
FOX RIDGE HOMES, L.L.C.
41051 VINCENTI COURT
NOVI, MI 48375

Surveyor / Engineer
DESINE, INC.
2183 PLESS DRIVE
BRIGHTON, MI 48114



Notes

All Dimensions Are In Feet Or Decimals Thereof.

All Curvilinear Dimensions Are Shown Along The Arc.

Flood Insurance Rate Map Issued By The Federal Emergency Management Agency, Community Panel No. 260754-0005-A, Effective Date: May 17, 1989, Show Subject Condominium Within "Other Areas Zone 'X'" (Areas Determined To Be Outside 500 Year Flood Plain).

Bearings Are Based On Previous Survey By The Spicer Group, Dated: August 11, 2004, Job No. 102352.00.

All Easements Of Record Listed In Commitment For Title Insurance, Issued By Transation Title Insurance Company, Commitment No. 5-512094, Effective Date: January 22, 2003 At 6:00 a.m. Are Shown Hereon.

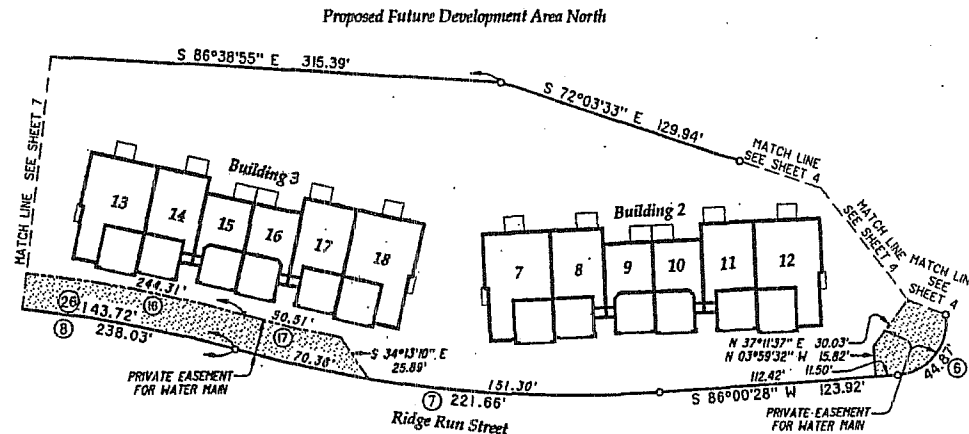
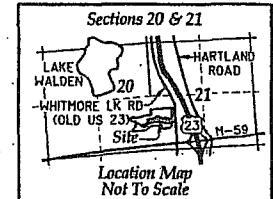
See Article VII Of Master Deed For Description Of Easements.

Subject To The Terms As Laid Out In A Certain Declaration Of Covenants, Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document.

All Roads (Chase Drive And Crossview Trail) Are Private Right-of-Ways.

Ingress And Egress To Building 1 Through 7 Is Granted In Declaration Of Covenants, Conditions And Restrictions As Listed Above, The Master Deed Of "Fox Ridge I Of Hartland," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document And Article VII Of This "Fox Ridge II Of Hartland" Master Deed.

The Condominium Is Subject To Contraction As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Conversion As Provided In Article XII Of Master Deed.



Proposed Future Development Area South
(A Part Of "Fox Ridge I Of Hartland")
(A CONTRACTIBLE CONDOMINIUM PROJECT)
LIBER, PAGE AND LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN
NUMBER ARE NOT AVAILABLE AT THIS TIME

Surveyor's Certificate #332

I, JOHN C. HAAS III, a Professional Surveyor of the State of Michigan, hereby certify:

That the subdivision plan known as "FOX RIDGE CONDOMINIUM II", Livingston County Condominium Subdivision Plan No. 332, as shown on the accompanying drawings, represents a survey on the ground made under my direction.

That there are no existing observable encroachments upon the lands and property herein described.

That the required monuments and iron markers have been or will be located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended) within one year from the date of the Exhibit "B" recordation.

That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended).

That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

Benchmark

#1 Nail In The South Side Of A 18" Quod Cherry Tree, Located Near The 150± Feet West Of Northerly Property Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 994.51 (N.G.V.D. Of 1929)

#2 South Side Of A 14" Cherry Tree, Located 40± Feet North Of The Northwest Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 1007.23 (N.G.V.D. Of 1929)

Legend

The Symbol "O" Indicates A 1/2 In. Iron Rod Encased In A 4 In. X 36 In. Concrete Monument.

- Boundary Line
- Private Easement For Water Main
- Match Line
- ⑤ Curve Identifier

Curve Table

No.	Curve			Chord	
	Length	Radius	Delta	Bearing	Distance
6	44.67'	27.00'	95°12'31"	S 38°24'14" W	39.86'
7	221.66'	648.00'	19°34'08"	N 84°12'26" W	220.58'
8	236.03'	701.00'	19°27'18"	N 84°09'03" W	236.69'
16	244.31'	716.50'	19°27'18"	S 84°09'03" E	243.14'
17	50.51'	630.50'	04°35'24"	S 78°43'08" E	50.50'
26	143.72'	701.00'	11°44'49"	N 80°17'48" W	143.47'



JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

JANUARY 25, 2005
PROPOSED DATED

DESINE, INC.
(810) 227-0533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

Exhibit "B" To The Master Deed Of

Fox Ridge II Of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 Of Section 21

Town 3 North, Range 6 East

Hartland Township, Livingston County, Michigan

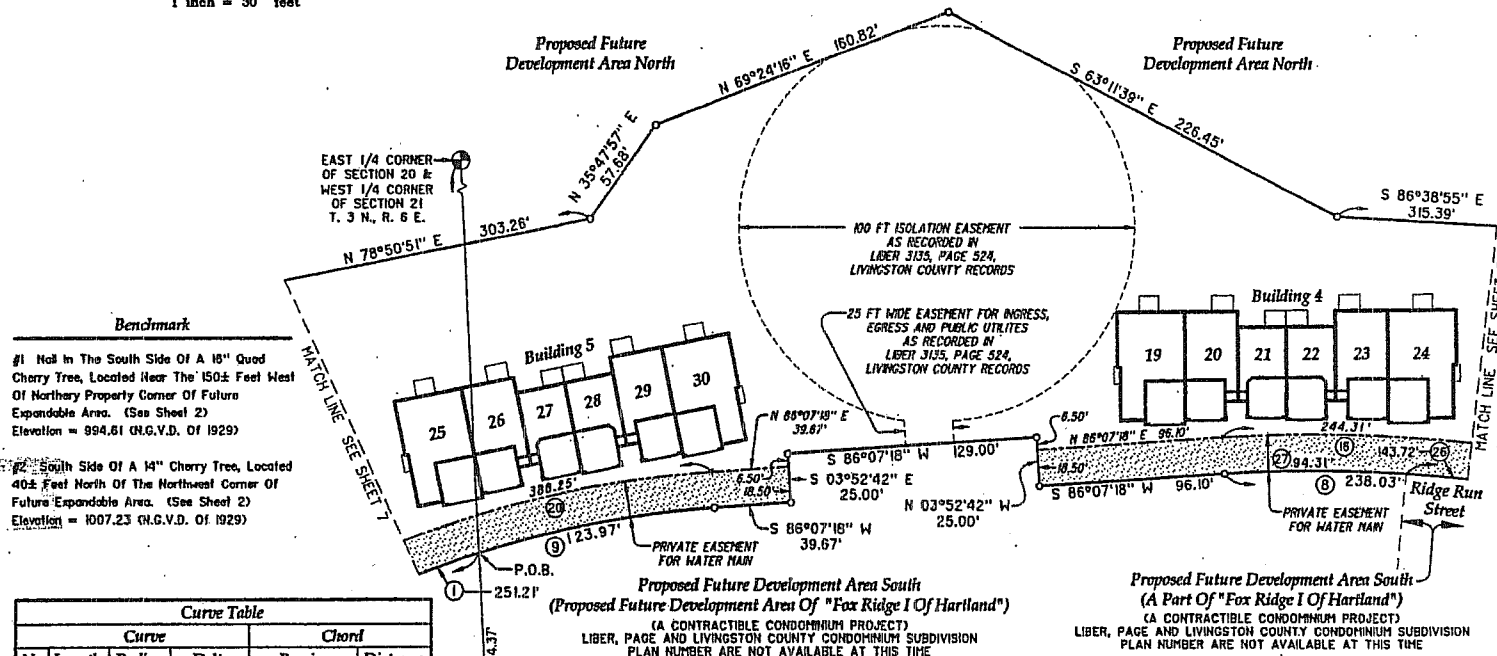
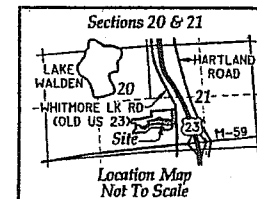
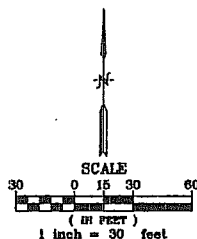
Survey Detail Plan - Section "D"

Developer

FOX RIDGE HOMES, L.L.C.
41051 VINCENTI COURT
NOVI, MI 48375

Surveyor / Engineer

DESINE INC
2183 PLESS DRIVE
BRIGHTON, MI 48114



Surveyor's Certificate # 332

I, JOHN C. HAAS III, a Professional Surveyor of the State of Michigan, hereby certify:

That the subdivision plan known as "FOX RIDGE II OF HARTLAND", Livingston County Condominium Subdivision Plan No. 2, as shown on the accompanying drawings, represents a survey on the ground made under my direction.

That there are no existing observable encroachments upon the lands and property herein described.

That the required monuments and iron markers have been or will be located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended) within one year from the date of the Exhibit "B" recordation.

That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended).

That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.



JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

JANUARY 25, 2005

PROPOSED DATED

SHEET 6

DESINE INC
(616) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

LIBRARY 721 PAGE 0318

Exhibit "B" To The Master Deed Of

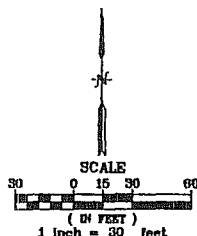
Fox Ridge II Of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 Of Section 21
Town 3 North, Range 6 East
Hartland Township, Livingston County, Michigan

Survey Detail Plan - Section "E"

Developer
FOX RIDGE HOMES, L.L.C.
41051 VINCENT COURT
NOVI, MI 48375

Surveyor / Engineer
DESINE INC
2183 PLESS DRIVE
BRIGHTON, MI 48114



Notes

All Dimensions Are In Feet Or Decimals Thereof.

All Curvilinear Dimensions Are Shown Along The Arc.

Flood Insurance Rate Map Issued By The Federal Emergency Management Agency, Community Panel No. 260784-0005-A, Effective Date: May 17, 1989, Shows Subject Condominium Within "Other Areas Zone 'X'" (Areas Determined To Be Outside 500 Year Flood Plain).

Bearings Are Based On Previous Survey By The Spicer Group, Dated: August 11, 2004, Job No. 102352.00.

All Easements Of Record Listed In Commitment For Title Insurance, Issued By Transunion Title Insurance Company, Commitment No. 5-512094, Effective Date: January 22, 2003 At 8:00 a.m. Are Shown Hereon.

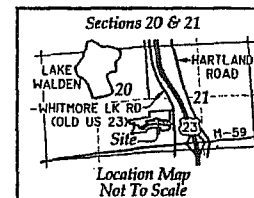
See Article VII Of Master Deed For Description Of Easements.

Subject To The Terms As Laid Out In A Certain Declaration Of Covenants, Conditions And Restrictions Of The "Fox Ridge II Of Hartland Community Association," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document.

All Roads (Chase Drive And Crossview Trail) Are Private Right-of-Ways.

Ingress And Egress To Building 1 Through 7 Is Granted In: Declaration Of Covenants, Conditions And Restrictions As Listed Above, The Master Deed Of "Fox Ridge II Of Hartland," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document And Article VII Of This "Fox Ridge II Of Hartland" Master Deed.

The Condominium Is Subject To Contraction As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Conversion As Provided In Article XE Of Master Deed.



Benchmark:

#1 Not In The South Side Of A 16" Quad Cherry Tree, Located Near The 150± Feet West Of Northern Property Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 994.61 (N.G.V.D. Of 1929)

#2 South Side Of A 14" Cherry Tree, Located 40± Feet North Of The Northwest Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 1007.23 (N.G.V.D. Of 1929)

Surveyor's Certificate

332

I, JOHN C. HAAS III, a Professional Surveyor of the State of Michigan, hereby certify:

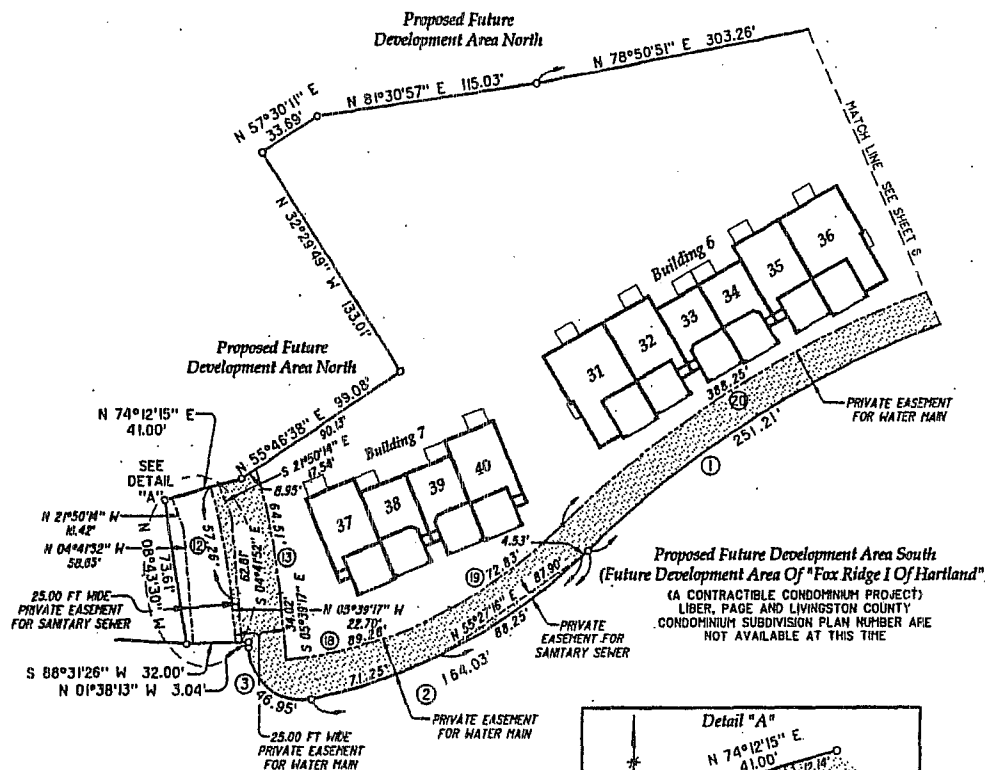
That the subdivision plan known as "FOX RIDGE II OF HARTLAND", Livingston County Condominium Subdivision Plan No. 332, as shown on the accompanying drawings, represents a survey on the ground made under my direction.

That there are no existing observable encroachments upon the lands and property herein described.

That the required monuments and iron markers have been or will be located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended) within one year from the date of the Exhibit "B" recordation.

That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended).

That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.



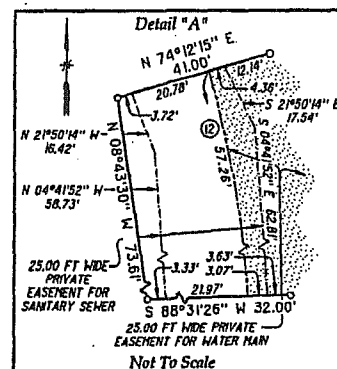
Legend

The Symbol "O" Indicates A 1/2 In. Iron Rod Encased In A 4 In. X 36 In. Concrete Monument.

- Boundary Line
- - - Easement (As Labeled)
- 25.00 FT Wide Private Easement For Sanitary Sewer
- 25.00 FT Wide Private Easement For Water Main

② Curve Identifier

Curve Table					
No.	Length	Radius	Delta	Bearing	Chord
1	251.21'	531.00'	27°08'23"	S 59°11'32" W	246.68'
2	184.03'	284.00'	33°05'32"	S 62°11'08" W	161.76'
3	46.95'	27.00'	99°37'55"	N 51°27'11" W	41.25'
12	57.26'	323.50'	10°08'28"	N 10°43'31" W	57.18'
13	64.51'	348.50'	10°36'22"	S 10°57'28" E	64.42'
16	89.28'	217.50'	23°31'09"	N 73°08'57" E	88.66'
19	72.83'	265.50'	15°43'03"	N 53°29'52" E	72.60'
20	388.25'	549.50'	40°28'58"	N 65°52'49" E	380.23'

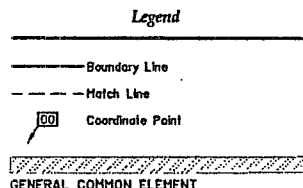
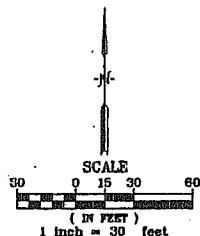


JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47199

JANUARY 25, 2005
PROPOSED DATED

DESINE INC
(616) 227-8533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE

121 PAGE 0320



- Benchmark**
- #1 Nail In The South Side Of A 16" Quod Cherry Tree, Located Near The 150± Feet West Of Northern Property Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 994.81 (N.G.V.D. OF 1929)
- #2 South Side Of A 14" Cherry Tree, Located 40± Feet North Of The Northwest Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 1007.23 (N.G.V.D. OF 1929)

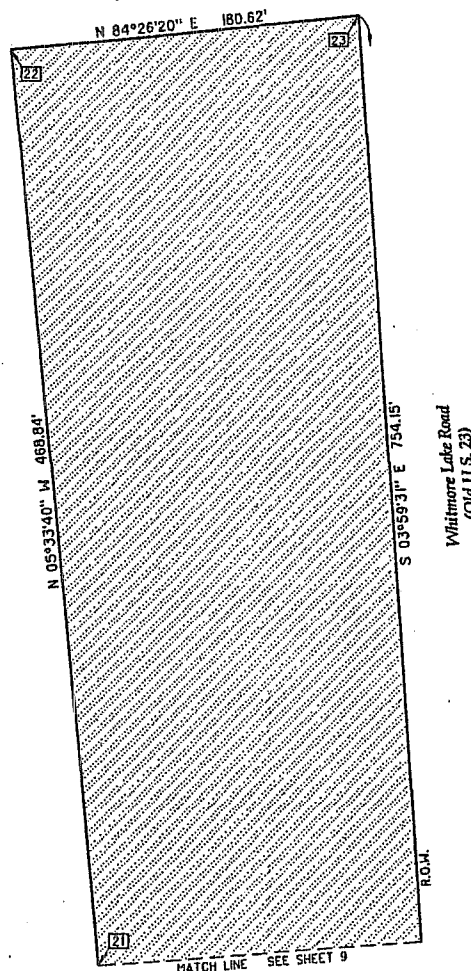
Coordinate Point Table		
No.	Northing	Easting
21	11639.05	10931.79
22	12105.68	10886.36
23	12123.19	11066.13

Developer
FOX RIDGE HOMES, L.L.C.
41051 VINCENTI COURT
NOVI, MI 48375

Exhibit "B" To The Master Deed Of
Fox Ridge II Of Hartland
Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 Of Section 21
Town 3 North, Range 6 East
Hartland Township, Livingston County, Michigan

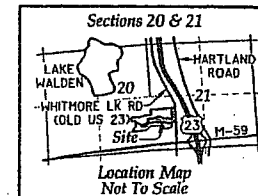
Site Plan - Section "A"

Unplatted



**Proposed Future
Development Area North**

Surveyor / Engineer
DESINE, INC.
2183 PLESS DRIVE
BRIGHTON, MI 48114



Notes

All Dimensions Are In Feet Or Decimals Thereof.

All Curvilinear Dimensions Are Shown Along The Arc.

Bearings Are Based On Previous Survey By The Spicer Group,
Dated: August 11, 2004, Job No. 102352.00.

Refer To Building Plan Sheets 19-25, Article IV Of Master Deed For
General And Limited Common Elements Of Building Interior.

Building 2 (Including Units 7 Through 12), Sidewalks And Roads
"Must Be Built." Building 1 And Buildings 3 Through 7 (Including
Units 1 Through 6 And Units 13 Through 40) "Need Not Be
Built."

The Location Of Units Within Each Building Is Subject To Modification
Based On The Type Of Unit That Is Selected By Purchasing Co-Owner.
The Final Location Of Units Will Be Shown On The "Consolidated
Condominium Subdivision Plan."

Subject To The Terms As Laid Out In A Certain Declaration Of
Covenants, Conditions And Restrictions Of The "Fox Ridge Of Hartland
Community Association," Livingston County Recording Information Has Not
Been Issued At The Time Of The Signing Of This Document.

All Roads (Chase Drive And Crossview Trail) Are Private Right-Of-Ways.

Ingress And Egress To Building 1 Through 7 Is Granted In:
Declaration Of Covenants, Conditions And Restrictions As Listed Above.
The Master Deed Of "Fox Ridge I Of Hartland," Livingston County
Recording Information Has Not Been Issued At The Time Of The Signing
Of This Document And Article VII Of This "Fox Ridge II Of Hartland"
Master Deed.

The Condominium Is Subject To Contraction As Provided In Article XI
Of Master Deed. The Common Elements And Units In The Condominium
Are All Subject To Conversion As Provided In Article XII Of Master
Deed.



JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

JANUARY 25, 2005
PROPOSED DATED

SHEET 8

DESINE, INC.
(510) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

1721 PAGE U 321

Exhibit "B" To The Master Deed Of

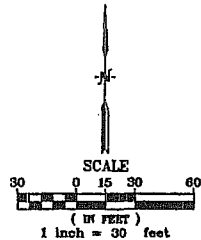
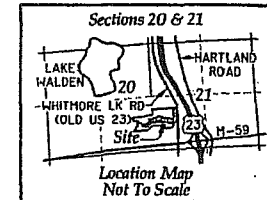
Fox Ridge II Of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 of Section 21
Town 3 North, Range 6 East
Hartland Township, Livingston County, Michigan

Site Plan - Section "B"

Developer
FOX RIDGE HOMES, L.L.C.
41051 VINCENTI COURT
NOVI, MI 48375

Surveyor / Engineer
DESINE INC
2183 PLESS DRIVE
BRIGHTON, MI 48114



Legend

- Boundary Line
- Curb
- Match Line
- Curve Identifier
- Coordinate Point
- LIMITED COMMON ELEMENT
- GENERAL COMMON ELEMENT
- LIMITS OF OWNERSHIP

Notes

All Dimensions Are In Feet Or Decimals Thereof.

All Curvilinear Dimensions Are Shown Along The Arc.

Bearings Are Based On Previous Survey By The Spicer Group,
Dated: August 11, 2004, Job No. 102352.00.

Refer To Building Plan Sheets 19-25, Article IV Of Master Deed For General And Limited
Common Elements Of Building Interior.

Building 2 (Including Units 7 Through 12), Sidewalks And Roads "Must Be Built."
Building 1 And Buildings 3 Through 7 (Including Units 1 Through 6 And Units 13
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Unit That Is Selected By Purchasing Co-Owner. The Final Location Of Units Will Be Shown On
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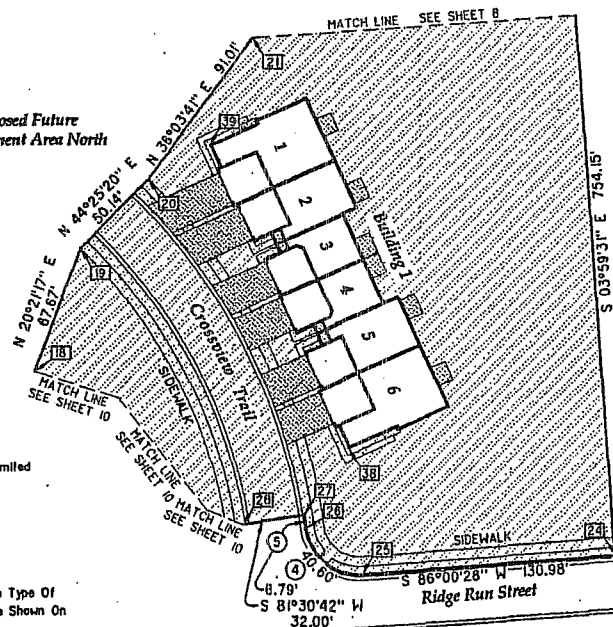
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Restrictions Of The "Fox Ridge Of Hartland Community Association," Livingston County
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Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of
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The Condominium Is Subject To Conversion As Provided In Article XI Of Master Deed. The
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In Article XII Of Master Deed.

Proposed Future
Development Area North



Whitmore Lake Road
(Old U.S. 23)

"Fox Ridge I Of Hartland"
(A CONTRACTIBLE CONDOMINIUM PROJECT)
LIVER, PAGE AND LIVINGSTON COUNTY
CONDOMINIUM SUBDIVISION PLAN NUMBER
ARE NOT AVAILABLE AT THIS TIME

Benchmark

- #1 Nail In The South Side Of A 10" Quard Cherry
Tree, Located Near The 150± Feet West Of
Northerly Property Corner Of Future Expandable Area.
(See Sheet 2)
Elevation = 994.61 (N.G.V.D. Of 1929)
- #2 South Side Of A 14" Cherry Tree, Located 40±
Feet North Of The Northwest Corner Of Future
Expandable Area. (See Sheet 2)
Elevation = 1007.23 (N.G.V.D. Of 1929)

First Floor Elevation	
No.	Elevation
1	985.67
2	985.67
3	988.83
4	986.83
5	987.99
6	987.99

Coordinate Point Table		
No.	Northing	Easting
18	11466.23	10819.59
19	11529.87	10843.13
20	11565.48	10876.22
21	11639.05	10931.79
24	11370.86	11118.63
25	11361.42	10983.27
26	11385.00	10959.34
27	11391.71	10956.34
28	11386.99	10926.68
38	11425.57	10981.33
39	11583.03	10909.56



JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

JANUARY 25, 2005
PROPOSED DATED

DESINE INC
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE

ENERGY 121 PAGE 0322

Exhibit "B" To The Master Deed Of

Fox Ridge II Of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 of Section 21
Town 3 North, Range 6 East
Hartland Township, Livingston County, Michigan

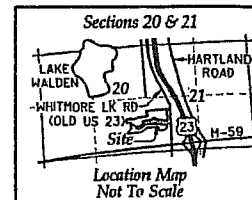
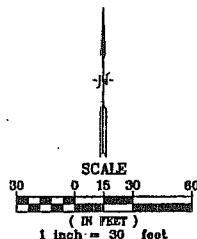
Site Plan - Section "C"

Developer

FOX RIDGE HOMES, L.L.C.
41051 VINCENTI COURT
NOVI, MI 48375

Surveyor / Engineer

DESINE INC
2183 PLESS DRIVE
BRIGHTON, MI 48114



Legend

- Boundary Line
- Curb
- Match Line
- ② Curve Identifier
- 00 Coordinate Point

LIMITED COMMON ELEMENT
GENERAL COMMON ELEMENT
LIMITS OF OWNERSHIP

Notes

All Dimensions Are In Feet Or Decimals Thereof.

All Curvilinear Dimensions Are Shown Along The Arc.

Bearings Are Based On Previous Survey By The Spicer Group,
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Refer To Building Plan Sheets 19-25, Article IV Of Master Deed For General And Limited
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Building 1 And Buildings 3 Through 7 (Including Units 1 Through 6 And Units 13
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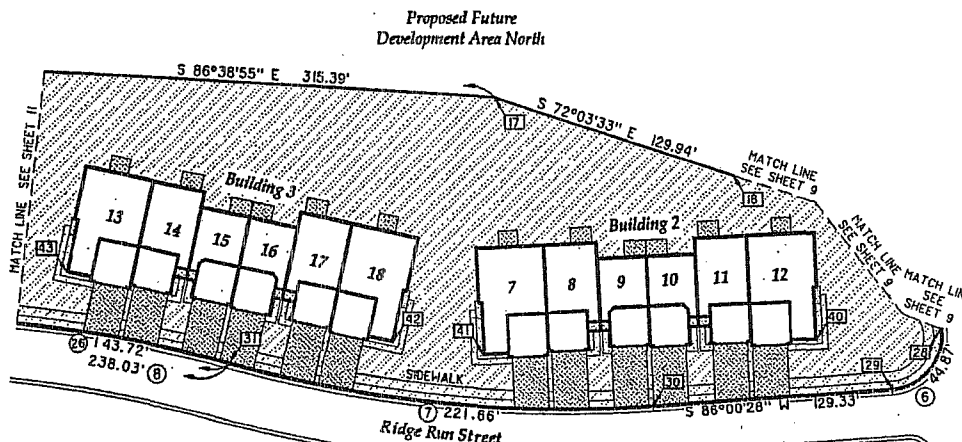
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Subject To The Terms As Laid Out In A Certain Declaration Of Covenants, Conditions And
Restrictions Of The "Fox Ridge Of Hartland Community Association," Livingston County
Recording Information Has Not Been Issued At The Time Of The Signing Of This Document.

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Conditions And Restrictions As Listed Above, The Master Deed Of "Fox Ridge I Of
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The Signing Of This Document And Article VII Of This "Fox Ridge II Of Hartland" Master
Deed.

The Condominium Is Subject To Conversion As Provided In Article XI Of Master Deed. The
Common Elements And Units In The Condominium Are All Subject To Conversion As Provided
In Article XII Of Master Deed.



Proposed Future Development Area South
(A Part Of "Fox Ridge I Of Hartland")
(A CONTRACTIBLE CONDOMINIUM PROJECT)
LIBER, PAGE AND LIVINGSTON COUNTY CONDOMINIUM
SUBDIVISION PLAN NUMBER ARE NOT AVAILABLE AT THIS TIME

Benchmark

#1 Nail In The South Side Of A 16" Quod Cherry
Tree, Located Near The 150± Feet West Of
Northerly Property Corner Of Future Expandable Area.
(See Sheet 2)

Elevation = 994.61 (N.G.V.D. Of 1929)

#2 South Side Of A 14" Cherry Tree, Located 40±
Feet North Of The Northwest Corner Of Future
Expandable Area. (See Sheet 2)

Elevation = 1007.23 (N.G.V.D. Of 1929)

Coordinate Point Table		
No.	Northing	Easting
17	11506.26	10695.97
18	11466.23	10819.59
28	11386.99	10926.68
29	11355.74	10901.91
30	11347.11	10778.29
31	11369.37	10558.84
40	11381.33	10862.88
41	11373.40	10690.02
42	11379.91	10643.29
43	11416.64	10474.19

First Floor Elevation	
No.	Elevation
7	993.87
8	993.87
9	992.71
10	992.71
11	991.53
12	991.53
13	997.45
14	997.45
15	996.24
16	996.24
17	995.13
18	995.13

Curve Table					
Curve			Chord		
No.	Length	Radius	Delta	Bearing	Distance
6	44.87'	27.00'	95°12'31"	S 38°24'14" W	39.88'
7	221.69'	649.00'	19°34'08"	N 84°12'28" W	220.58'
8	238.03'	701.00'	19°27'18"	N 84°09'03" W	236.89'
28	143.72'	701.00'	11°44'49"	N 80°17'48" W	143.47'



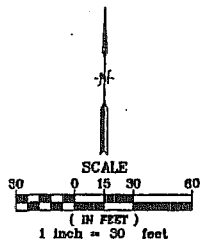
JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

JANUARY 25, 2005
PROPOSED DATED

SHEET 10

DESINE INC
(510) 227-8833
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

121 PAGE 0323

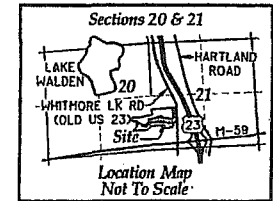


Developer
FOX RIDGE HOMES, L.L.C.
41051 VINCENTI COURT
NOVI, MI 48375

Fox Ridge II Of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 Of Section 21
Town 3 North, Range 6 East
Hartland Township, Livingston County, Michigan

Surveyor / Engineer
DESNE INC
2183 PLESS DRIVE
BRIGHTON, MI 48114



Site Plan - Section "D"

- Legend**
- Boundary Line
 - Curb
 - Match Line
 - Curve Identifier
 - Coordinate Point

- LIMITED COMMON ELEMENT
- GENERAL COMMON ELEMENT
- LIMITS OF OWNERSHIP

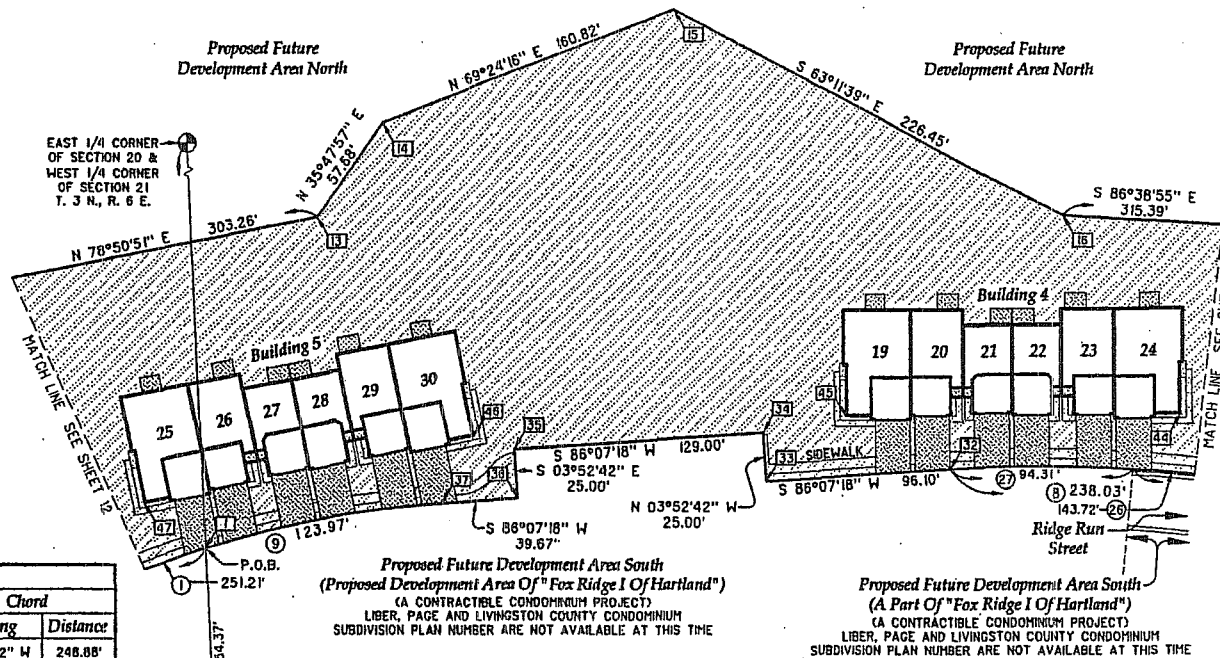
Curve Table					
No.	Length	Radius	Delta	Bearing	Distance
1	251.21'	531.00'	27°06'23"	S 59°11'32" W	248.88'
8	238.03'	701.00'	19°27'18"	N 84°09'03" W	236.89'
9	123.97'	531.00'	13°22'35"	S 78°26'01" W	123.69'
26	143.72'	701.00'	11°44'49"	N 80°17'48" W	143.47'
27	94.31'	701.00'	07°42'29"	S 89°58'33" W	94.24'

Benchmark

#1 Nail In The South Side Of A 16" Quod Cherry Tree, Located Near The 150± Feet West Of Northern Property Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 994.61 (N.G.V.D. Of 1929)

#2 South Side Of A 14" Cherry Tree, Located 40± Feet North Of The Northwest Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 1007.23 (N.G.V.D. Of 1929)

SOUTHEAST CORNER OF SECTION 20 & SOUTHWEST CORNER OF SECTION 21
T. 3 N., R. 6 E.
HARTLAND TOWNSHIP
LIVINGSTON COUNTY
MICHIGAN



Coordinate Point Table		
No.	Northing	Easting
1	11352.92	9937.43
13	11523.46	9994.72
14	11570.24	10028.46
15	11626.82	10179.01
16	11524.89	10381.12
32	11393.51	10323.18
33	11387.01	10227.30
34	11411.96	10225.61
35	11403.23	10096.90
36	11378.29	10098.59
37	11375.61	10059.02
44	11421.68	10441.85
45	11420.23	10268.81
46	11410.08	10075.68
47	11375.92	9906.04

First Floor Elevation	
No.	Elevation
19	1000.38
20	1000.38
21	999.22
22	999.22
23	998.06
24	998.06
25	1006.33
26	1006.33
27	1005.17
28	1005.17
29	1004.01
30	1004.01

Notes

All Dimensions Are In Feet Or Decimals Thereof.

All Curvilinear Dimensions Are Shown Along The Arc.

Bearings Are Based On Previous Survey By The Spicer Group,
Dated: August 11, 2004, Job No. 102352.00.

Refer To Building Plat Sheeta 19-25, Article IV Of Master Deed For General And Limited Common Elements Of Building Interior.

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DESNE INC
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114



JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

JANUARY 25, 2005
PROPOSED DATED

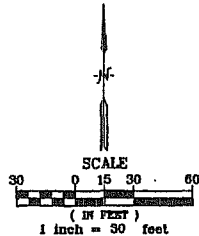
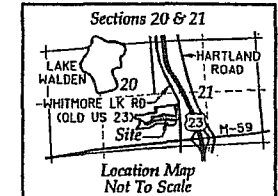
Exhibit "B" To The Master Deed Of

Fox Ridge II Of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 Of Section 21
Town 3 North, Range 6 East
Hartland Township, Livingston County, Michigan

Site Plan - Section "E"

Surveyor / Engineer
DESINE INC
2183 PLESS DRIVE
BRIGHTON, MI 48114



Developer
FOX RIDGE HOMES, L.L.C.
41051 VINCENTI COURT
NOVI, MI 48375

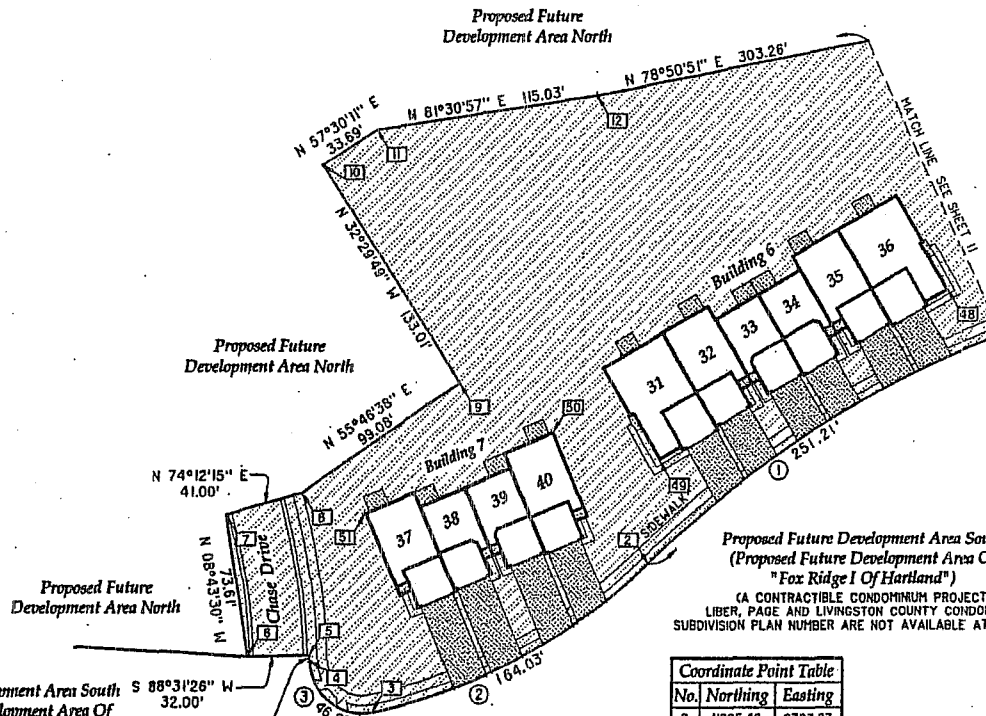
Benchmark

#1 Nail In The South Side Of A 16" Quad Cherry Tree, Located Near The 150± Feet West Of Northerly Property Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 994.61 (N.G.V.D. Of 1929)

#2 South Side Of A 14" Cherry Tree, Located 40± Feet North Of The Northwest Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 1007.23 (N.G.V.D. Of 1929)

Legend

- Boundary Line
- Curb
- Match Line
- Curve Identifier
- Coordinate Point
- LIMITED COMMON ELEMENT
- GENERAL COMMON ELEMENT
- LIMITS OF OWNERSHIP



Proposed Future Development Area South
(Proposed Future Development Area Of "Fox Ridge I Of Hartland")
(A CONTRACTIBLE CONDOMINIUM PROJECT)
LIBER, PAGE AND LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER ARE NOT AVAILABLE AT THIS TIME

No.	First Floor Elevation
31	1009.24
32	1009.24
33	1008.08
34	1008.08
35	1006.92
36	1006.92
37	1012.39
38	1012.39
39	1011.23
40	1011.23

Curve Table					
Curve			Chord		
No.	Length	Radius	Delta	Bearing	Distance
1	251.21'	531.00'	27°06'23"	S 59°11'32" W	248.88'
2	164.03'	284.00'	33°05'32"	S 82°11'08" W	161.76'
3	46.95'	27.00'	99°37'55"	N 51°27'11" W	41.28'

Coordinate Point Table		
No.	Northing	Easting
2	11225.46	9723.67
3	11149.88	9580.60
4	11175.69	9548.33
5	11178.72	9546.25
6	11177.81	9516.26
7	11250.66	9505.09
8	11261.82	9544.54
9	11317.54	9628.47
10	11429.73	9555.01
11	11447.83	9583.43
12	11464.80	9697.19
17	11375.92	9906.04
48	11365.14	9878.01
49	11277.97	9729.53
50	11292.45	9674.67
51	11251.40	9577.01

Notes

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All Curvilinear Dimensions Are Shown Along The Arc.

Bearings Are Based On Previous Survey By The Spicer Group, Dated: August 11, 2004, Job No. 102352.00.

Refer To Building Plan Sheets 19-25, Article IV Of Master Deed For General And Limited Common Elements Of Building Interior.

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JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

JANUARY 25, 2005
PROPOSED DATED

DESINE INC
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

Exhibit "B" To The Master Deed Of

Fox Ridge II Of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 Of Section 21

Town 3 North, Range 6 East

Hartland Township, Livingston County, Michigan

Utility Plan - Section "A"

Unplatted

N 84°26'20" E 180.62'

N 05°33'40" W 488.84'

S 03°59'31" E 754.15'

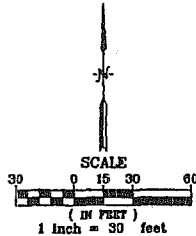
Whitmore Lake Road
(Old U.S. 23)

R.O.W.

HATCH LINE SEE SHEET 14

Developer

FOX RIDGE HOMES, L.L.C.
41051 VINCENTI COURT
NOVI, MI 48375



Notes

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Building 2 Including Units 7 Through 12), Storm Sewers, Water Mains, Sanitary Sewers, Sidewalks And Roads "Must Be Built," Building 1 And Buildings 3 Through 7 Including Units 1 Through 6 And Units 13 Through 40) "Need Not Be Built."

Storm Sewers, Sanitary Sewers, Water Mains And Road Per Plans By Desine Inc., On File With Hartland Township.

Locations Of Electric, Telephone, Cable T.V. And Natural Gas Utility Lines On File With Appropriate Utility Company. The Actual Location Of These Lines Will Be Shown On As-Built Plans.

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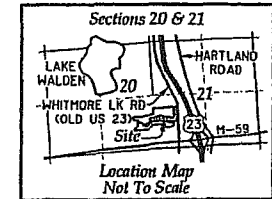
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Proposed Future
Development Area North

Surveyor/Engineer

DESINE INC
2183 PLESS DRIVE
BRIGHTON, MI 48114



Benchmark

#1 Nail In The South Side Of A 16" Quad Cherry Tree, Located Near The 150± Feet West Of Northerly Property Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 994.61 (N.G.V.D. Of 1929)

#2 South Side Of A 14" Cherry Tree, Located 40± Feet North Of The Northwest Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 1007.23 (N.G.V.D. Of 1929)

Legend

———— Boundary Line
----- Hatch Line



JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

JANUARY 25, 2005
PROPOSED DATED

DESINE INC
(616) 227-8533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

RECEIVED JAN 17 11 AM 03 26

Exhibit "B" To The Master Deed Of

Fox Ridge II Of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 of Section 21

Town 3 North, Range 6 East

Hartland Township, Livingston County, Michigan

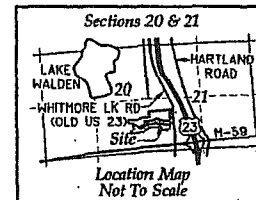
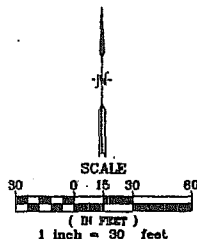
Utility Plan - Section "B"

Developer

FOX RIDGE HOMES, L.L.C.
41051 VINCENTI COURT
NOVI, MI 48375

Surveyor / Engineer

DESINE INC
2183 PLESS DRIVE
BRIGHTON, MI 48114



Benchmark

#1 Nail in The South Side Of A 16" Quod Cherry Tree, Located Near The 150± Feet West Of Northerly Property Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 994.61 (N.G.V.D. Of 1929)

#2 South Side Of A 14" Cherry Tree, Located 40± Feet North Of The Northwest Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 1007.23 (N.G.V.D. Of 1929)

Proposed Future Development Area North

Notes

All Dimensions Are In Feet Or Decimals Thereof.

All Curvilinear Dimensions Are Shown Along The Arc.

Bearings Are Based On Previous Survey By The Spicer Group, Dated: August 11, 2004, Job No. 102352.00.

Building 2 (Including Units 7 Through 12), Storm Sewers, Water Mains, Sanitary Sewers, Sidewalks And Roads "Must Be Built." Building 1 And Buildings 3 Through 7 (Including Units 1 Through 6 And Units 13 Through 40) "Need Not Be Built."

Storm Sewers, Sanitary Sewers, Water Mains And Road Per Plans By Desine Inc., On File With Hartland Township.

Locations Of Electric, Telephone, Cable T.V. And Natural Gas Utility Lines On File With Appropriate Utility Company. The Actual Location Of These Lines Will Be Shown On As-Built Plans.

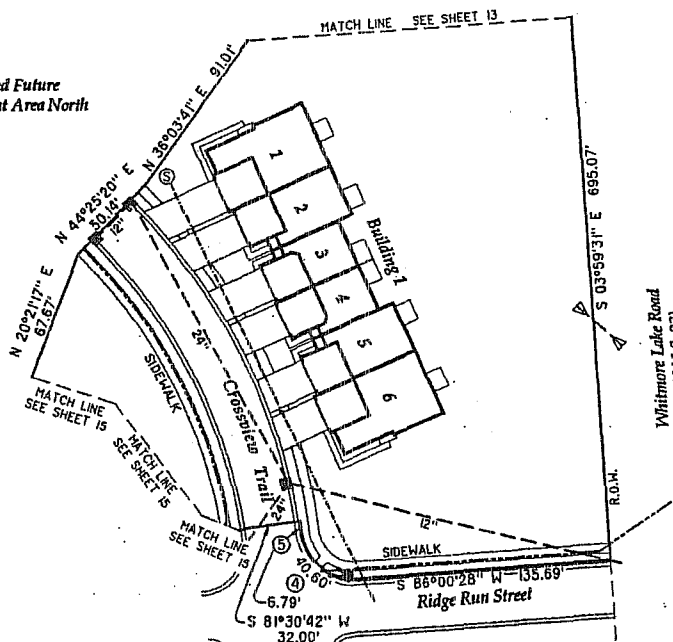
The Location Of Units Within Each Building Is Subject To Modification Based On The Type Of Unit That Is Selected By Purchasing Co-Owner. The Final Location Of Units Will Be Shown On The "Consolidated Condominium Subdivision Plan."

Subject To The Terms As Laid Out In A Certain Declaration Of Covenants, Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document.

All Roads (Chase Drive And Crossview Trail) Are Private Right-Of-Ways.

Ingress And Egress To Building 1 Through 7 Is Granted In: Declaration Of Covenants, Conditions And Restrictions As Listed Above, The Master Deed Of "Fox Ridge I Of Hartland," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document And Article VII Of This "Fox Ridge II Of Hartland" Master Deed.

The Condominium Is Subject To Contraction As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Contraction As Provided In Article XI Of Master Deed.



"Fox Ridge I Of Hartland"
(A CONTRACTIBLE CONDOMINIUM PROJECT)
LIBER, PAGE AND LIVINGSTON COUNTY
CONDOMINIUM SUBDIVISION PLAN NUMBER
ARE NOT AVAILABLE AT THIS TIME

Legend

- ⑤ Sanitary Sewer Manhole
- Sanitary Sewer 8" Dia. (Typ.) (Unless Otherwise Labeled)
- Flared End Section
- Catch Basin
- Storm Drain Pipe W/Diameter
- Hydrant
- Water Main 8" Dia. (Typ.) (Unless Otherwise Labeled)
- Curb
- Boundary Line
- Match Line
- ④ Curve Identifier

Curve Table					
Curve			Chord		
No.	Length	Radius	Delta	Bearing	Distance
4	40.80'	27.00'	85°09'36"	N 50°54'45" W	36.88'
5	6.79'	301.00'	0°17'32"	N 08°28'43" W	6.79'



JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

JANUARY 25, 2005

PROPOSED DATED

DESINE INC
(810) 227-9833
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

171 PAGE 0327

Exhibit "B" To The Master Deed Of

Fox Ridge II Of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 of Section 21

Town 3 North, Range 6 East

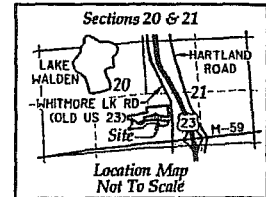
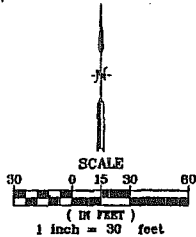
Hartland Township, Livingston County, Michigan

Site Plan - Section "C"

Surveyor / Engineer

DESINE INC
2103 PLESS DRIVE
BRIGHTON, MI 48114

Developer
FOX RIDGE HOMES, L.L.C.
41051 VINCENTI COURT
NOVI, MI 48375



Notes

All Dimensions Are In Feet Or Decimals Thereof.

All Curvilinear Dimensions Are Shown Along The Arc.

Bearings Are Based On Previous Survey By The Spicer Group, Dated: August 11, 2004, Job No. 102352.00.

Building 2 (Including Units 7 Through 12), Storm Sewers, Water Mains, Sanitary Sewers, Sidewalks And Roads "Must Be Built."
Building 1 And Buildings 3 Through 7 (Including Units 1 Through 6 And Units 13 Through 40) "Need Not Be Built."

Storm Sewers, Sanitary Sewers, Water Mains And Road Per Plans By Desine Inc., On File With Hartland Township.

Locations Of Electric, Telephone, Cable T.V. And Natural Gas Utility Lines On File With Appropriate Utility Company. The Actual Location Of These Lines Will Be Shown On As-Built Plans.

The Location Of Units Within Each Building Is Subject To Modification Based On The Type Of Unit That Is Selected By Purchasing Co-Owner. The Final Location Of Units Will Be Shown On The "Consolidated Condominium Subdivision Plan."

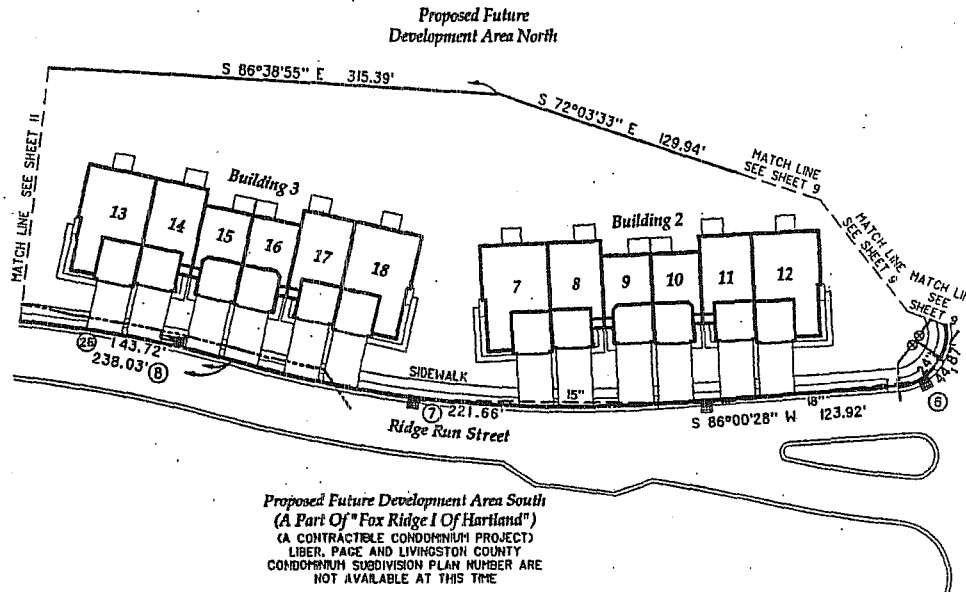
Subject To The Terms As Laid Out In A Certain Declaration Of Covenants, Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document.

All Roads (Chase Drive And Crosswalk Trail) Are Private Right-Of-Ways.

Ingress And Egress To Building 1 Through 7 Is Granted In: Declaration Of Covenants, Conditions And Restrictions As Listed Above, The Master Deed Of "Fox Ridge I Of Hartland," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document And Article VII Of This "Fox Ridge II Of Hartland" Master Deed.

The Condominium Is Subject To Contraction As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Conversion As Provided In Article XII Of Master Deed.

Curve Table					
Curve			Chord		
No.	Length	Radius	Delta	Bearing	Distance
6	44.87'	27.00'	95°12'31"	S 38°24'14" W	39.88'
7	221.68'	049.00'	10°34'08"	N 64°12'28" W	220.58'
8	238.03'	701.00'	19°27'18"	N 84°09'03" W	236.89'
26	143.72'	701.00'	11°44'49"	N 60°17'48" W	143.47'



Legend

- ☐ Catch Basin
- ⊕ Yard Basin
- 18" --- Storm Drain Pipe W/Diameter
- ⊗ Gate Valve
- ⊕ Hydrant
- Water Main 6" Dia. (Typ)
(Unless Otherwise Labeled)
- Boundary Line
- Match Line
- ② Curve Identifier

Benchmark

#1 Nail In The South Side Of A 16" Quard Cherry Tree, Located Near The 150± Feet West Of Northerly Property Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 994.61 (N.G.V.D. Of 1929)

#2 South Side Of A 14" Cherry Tree, Located 40± Feet North Of The Northwest Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 1007.23 (N.G.V.D. Of 1929)



JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

JANUARY 25, 2005

PROPOSED DATED

SHEET 15

DESINE INC
(510) 227-0533
CIVIL ENGINEERS
LAND SURVEYORS
2103 PLESS DRIVE

Exhibit "B" To The Master Deed Of

Fox Ridge II Of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 Of Section 21

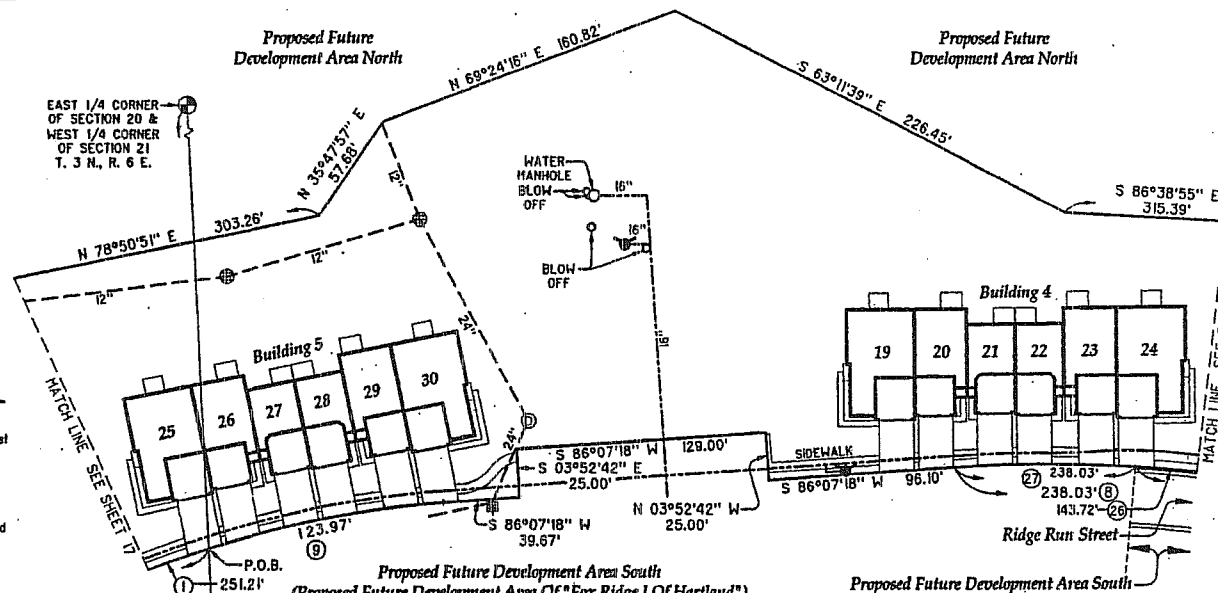
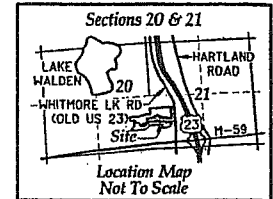
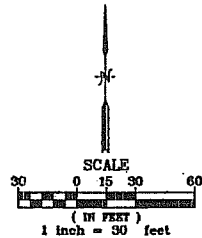
Town 3 North, Range 6 East

Hartland Township, Livingston County, Michigan

Utility Plan - Section "D"

Developer
FOX RIDGE HOMES, L.L.C.
41051 VINCENTI COURT
NOVI, MI 48375

Surveyor / Engineer
DESINE INC
2183 PLESS DRIVE
BRIGHTON, MI 48114



Benchmark

#1 Nail In The South Side Of A 15" Quad Cherry Tree, Located Near The 150± Feet West Of Northern Property Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 994.61 (H.G.V.D. Of 1929)

#2 South Side Of A 14" Cherry Tree, Located 40± Feet North Of The Northwest Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 1007.23 (H.G.V.D. Of 1929)

Curve Table				
Curve			Chord	
No.	Length	Radius	Delta	Bearing Distance
1	251.21'	531.00'	27°06'23"	S 59°11'32" W 248.88'
8	238.03'	701.00'	19°27'18"	N 84°09'03" W 238.89'
9	123.97'	531.00'	13°22'35"	S 79°28'01" W 123.89'
26	143.72'	701.00'	11°44'49"	N 80°17'48" W 143.47'
27	94.31'	701.00'	07°42'29"	S 89°58'33" W 94.24'

SOUTHEAST CORNER OF SECTION 20 & SOUTHWEST CORNER OF SECTION 21
T. 3 N., R. 6 E.
HARTLAND TOWNSHIP
LIVINGSTON COUNTY
MICHIGAN

Proposed Future Development Area South
(A Part Of "Fox Ridge I Of Hartland")
(A CONTRACTIBLE CONDOMINIUM PROJECT)

LIBER, PAGE AND LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION
PLAN NUMBER ARE NOT AVAILABLE AT THIS TIME

Proposed Future Development Area South
(A Part Of "Fox Ridge I Of Hartland")
(A CONTRACTIBLE CONDOMINIUM PROJECT)

LIBER, PAGE AND LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION
PLAN NUMBER ARE NOT AVAILABLE AT THIS TIME

Notes

All Dimensions Are In Feet Or Decimals Thereof.

All Curvilinear Dimensions Are Shown Along The Arc.

Bearings Are Based On Previous Survey By The Spicer Group, Dated: August 11, 2004, Job No. 102352.00.

Building 2 (Including Units 7 Through 12), Storm Sewers, Water Mains, Sanitary Sewers, Sidewalks And Roads "Must Be Built." Building 1 And Buildings 3 Through 7 (Including Units 1 Through 6 And Units 13 Through 40) "Need Not Be Built."

Storm Sewers, Sanitary Sewers, Water Mains And Road Per Plans By Desine Inc., On File With Hartland Township.

Locations Of Electric, Telephone, Cable T.V. And Natural Gas UTILITY Lines On File With Appropriate UTILITY Company. The Actual Location Of These Lines Will Be Shown On As-Built Plans.

The Location Of Units Within Each Building Is Subject To Modification Based On The Type Of Unit That Is Selected By Purchasing Co-Owner. The Final Location Of Units Will Be Shown On The "Consolidated Condominium Subdivision Plan."

Subject To The Terms As Laid Out In A Certain Declaration Of Covenants, Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document.

All Roads (Chase Drive And Crossview Trail) Are Private Right-Of-Ways.

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The Condominium Is Subject To Confection As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Conversion As Provided In Article XII Of Master Deed.

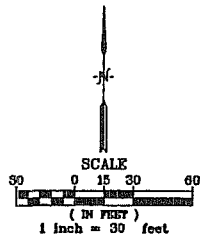
Legend	
	Yard Basin
	Catch Basin
	Storm Drain Manhole
	24" Storm Drain Pipe W/Diameter
	Fire Hydrant
	Water Main 8" Dia. (Typ) (Unless Otherwise Labeled)
	Boundary Line
	Curb
	Match Line
	Curve Identifier



JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47188

JANUARY 25, 2005
PROPOSED DATED

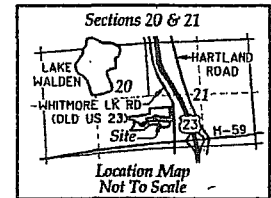
(810) 227-0533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114



Developer
FOX RIDGE HOMES, L.L.C.
41051 VINCENT COURT
NOVI, MI 48375

Exhibit "B" To The Master Deed Of
Fox Ridge II Of Hartland
Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 of Section 21
Town 3 North, Range 6 East
Hartland Township, Livingston County, Michigan
Utility Plan - Section "E"

Surveyor / Engineer
DESINE INC
2183 PLESS DRIVE
BRIGHTON, MI 48114



Notes

All Dimensions Are In Feet Or Decimals Thereof.

All Curvilinear Dimensions Are Shown Along The Arc.

Bearings Are Based On Previous Survey By The Spicer Group, Dated: August 11, 2004, Job No. 102352.00.

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Subject To The Terms As Laid Out In A Certain Declaration Of Covenants, Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document.

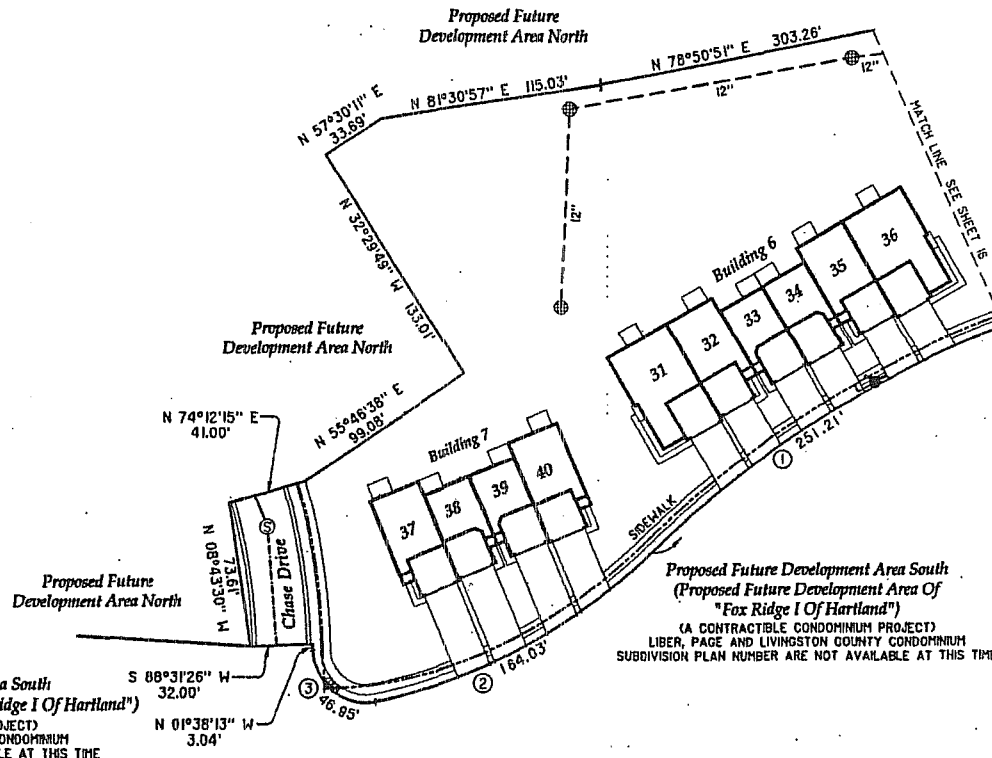
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The Condominium Is Subject To Confection As Provided In Article XI Of Master Deed, The Common Elements And Units In The Condominium Are All Subject To Conversion As Provided In Article XII Of Master Deed.

Benchmark
#1 Nail In The South Side Of A 16" Quod Cherry Tree, Located Near The 150± Feet West Of Northern Property Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 994.61 (M.G.V.D. Of 1929)

#2 South Side Of A 14" Cherry Tree, Located 40± Feet North Of The Northwest Corner Of Future Expandable Area. (See Sheet 2)
Elevation = 1007.23 (M.G.V.D. Of 1929)



Proposed Future Development Area South
(Proposed Future Development Area Of "Fox Ridge I Of Hartland")
(A CONTRACTIBLE CONDOMINIUM PROJECT)
LIBER, PAGE AND LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER ARE NOT AVAILABLE AT THIS TIME

Curve Table					
Curve			Chord		
No.	Length	Radius	Delta	Bearing	Distance
1	251.21'	531.00'	27°08'23"	S 59°11'32" W	248.88'
2	164.03'	284.00'	33°05'32"	S 82°11'06" W	161.76'
3	46.95'	27.00'	99°37'55"	N 51°27'11" W	41.25'

- Legend**
- ⊙ Sanitary Sewer Manhole
 - Sanitary Sewer 8" Dia. (Typ.) (Unless Otherwise Labeled)
 - ⊕ Yard Bosh
 - Storm Drain Pipe W/Diameter
 - ⊕ Fire Hydrant
 - ⊕ Gate Valve
 - Water Main 8" Dia. (Typ.) (Unless Otherwise Labeled)
 - Boundary Line
 - Match Line
 - ② Curve Identifier



JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

JANUARY 25, 2005
PROPOSED DATED

DESINE INC
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

LIBRARY 121 PAGE 0330

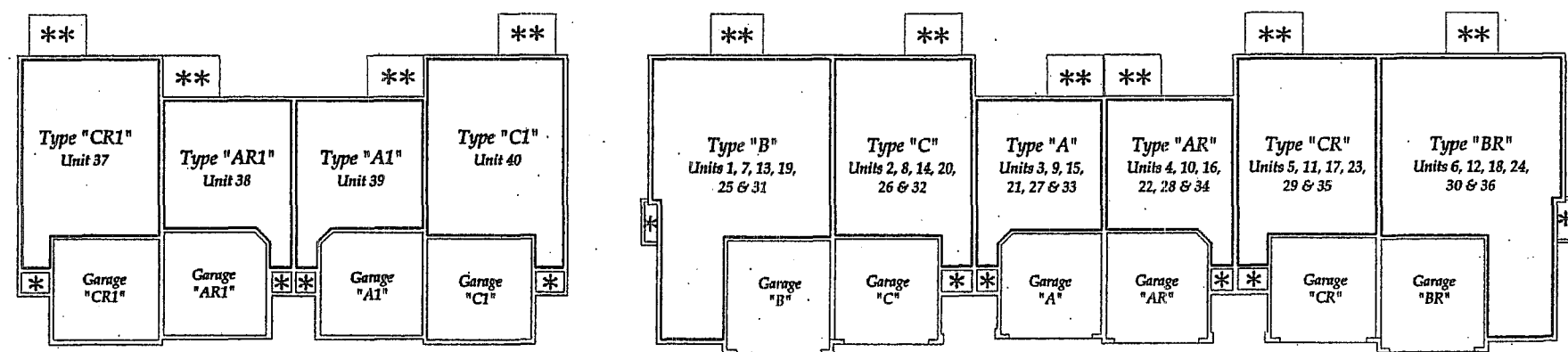
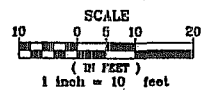
Developer
FOX RIDGE HOMES, L.L.C.
41051 VINCENTI COURT
NOVI, MI 48375

Exhibit "B" To The Master Deed Of
Fox Ridge II Of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 of Section 21
Town 3 North, Range 6 East
Hartland Township, Livingston County, Michigan

Surveyor / Engineer
DESINE INC
2153 PLESS DRIVE
BRIGHTON, MI 48114

Unit Identification Plan



Note

The Condominium is Subject To Construction As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Conversion As Provided In Article XII Of Master Deed.

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Subject To The Terms As Laid Out In A Certain Declaration Of Covenants, Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document.

Legend

- * = PORCH
- ** = PATIO CONCRETE SLAB

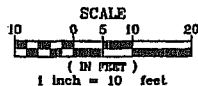


Wayne H. Perry
PROFESSIONAL ENGINEER No. 34036

DESINE INC
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2153 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

JANUARY 25, 2005
PROPOSED DATED

LIBRARY 721 PAGE 0331



Fox Ridge II Of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 Of Section 21
Town 3 North, Range 6 East
Hartland Township, Livingston County, Michigan

Building Basement Plan Four Unit

Developer
FOX RIDGE HOMES, L.L.C.
41051 VINCENT COURT
NOVI, MI 48375

Surveyor / Engineer
DESINE INC
2183 PLESS DRIVE
BRIGHTON, MI 48114

Notes

Foundation Typically 0.53 Ft Wide, Unless Otherwise Stated

Section Profiles (A And B) See Sheet 25

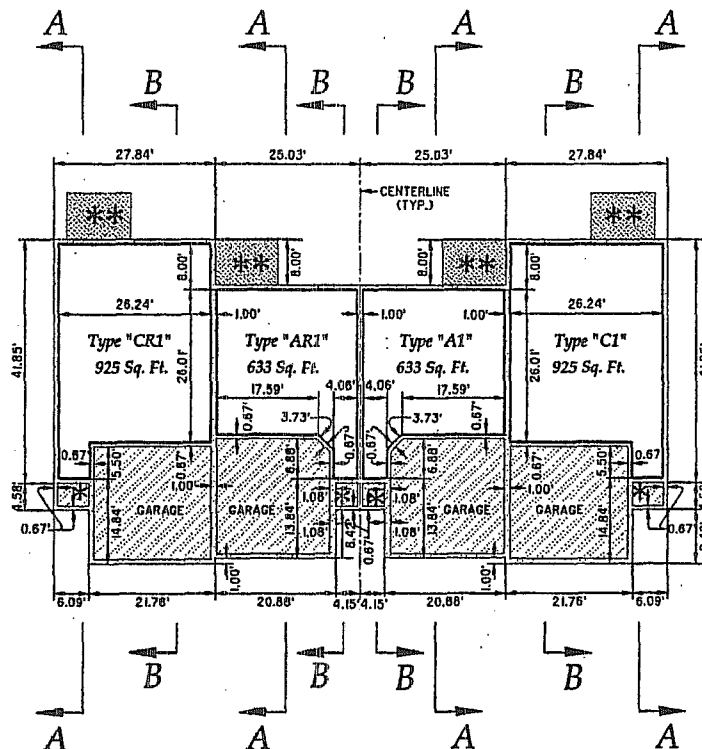
See Article IV Of Master Deed For Further General And Limited Common Elements

Garage And Porch Areas Are Unexcavated

The Condominium Is Subject To Construction As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Conversion As Provided In Article XII Of Master Deed.

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Subject To The Terms As Laid Out In A Certain Declaration Of Covenants, Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document.



Legend

* = PORCH

** = PATIO CONCRETE SLAB

[Hatched Box] = GENERAL COMMON ELEMENT

[Cross-hatched Box] = LIMITED COMMON ELEMENT

[Solid Box] = LIMITS OF OWNERSHIP



WAYNE M. PERRY
PROFESSIONAL ENGINEER No. 34036

DESINE INC
(810) 227-8833
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

JANUARY 25, 2005
PROPOSED DATED

SHEET 19

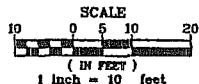


Exhibit "B" To The Master Deed Of

Fox Ridge II Of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 Of Section 21

Town 3 North, Range 6 East

Hartland Township, Livingston County, Michigan

Developer

FOX RIDGE HOMES, L.L.C.
41051 VINCENTI COURT
NOVI, MI 48375

Surveyor / Engineer

DESINE INC
2183 PLESS DRIVE
BRIGHTON, MI 48114

Building First Floor Plan Four Unit

Notes

Wall Widths 0.34 Ft, Unless Otherwise Stated

Section Profiles (A And B) See Sheet 25

See Article IV Of Master Deed For Further General And Limited Common Elements

The Condominium Is Subject To Contraction As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Conversion As Provided In Article XII Of Master Deed.

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Subject To The Terms As Laid Out In A Certain Declaration Of Covenants, Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association." Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document.

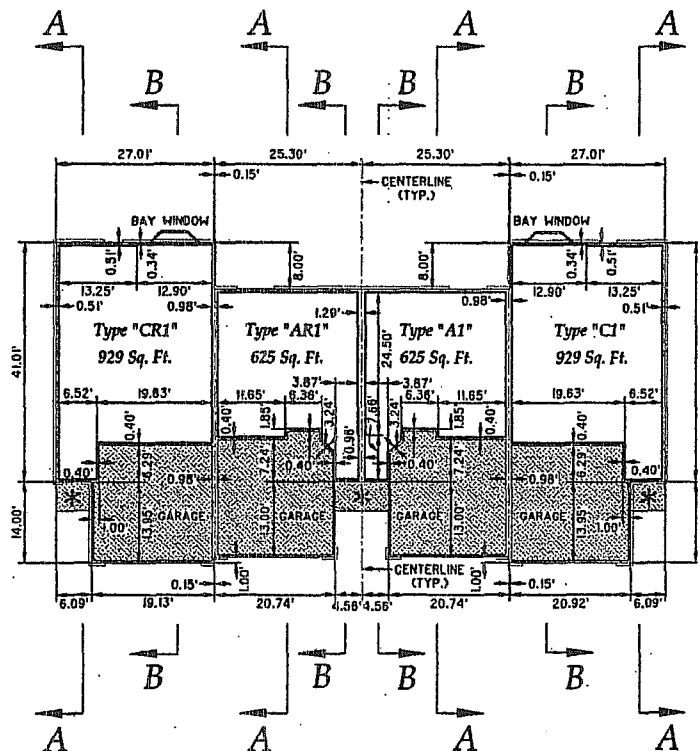
Legend

* = PORCH

= GENERAL COMMON ELEMENT

= LIMITED COMMON ELEMENT

= LIMITS OF OWNERSHIP



WAYNE M. PERRY
PROFESSIONAL ENGINEER No. 34036

JANUARY 25, 2005
PROPOSED DATED

SHEET 20

DESINE INC
(616) 227-9833
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

4721 PAGE 0332

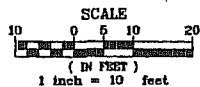


Exhibit "B" To The Master Deed Of
Fox Ridge II Of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 of Section 21
 Town 3 North, Range 6 East
 Hartland Township, Livingston County, Michigan

Developer
 FOX RIDGE HOMES, L.L.C.
 41051 VINCENTI COURT
 NOVI, MI 48375

Surveyor / Engineer
 DESINE INC
 2183 PLESS DRIVE
 BRIGHTON, MI 48114

**Building Second Floor Plan
 Four Unit**

Notes

Wall Widths 0.34 Ft, Unless Otherwise Stated

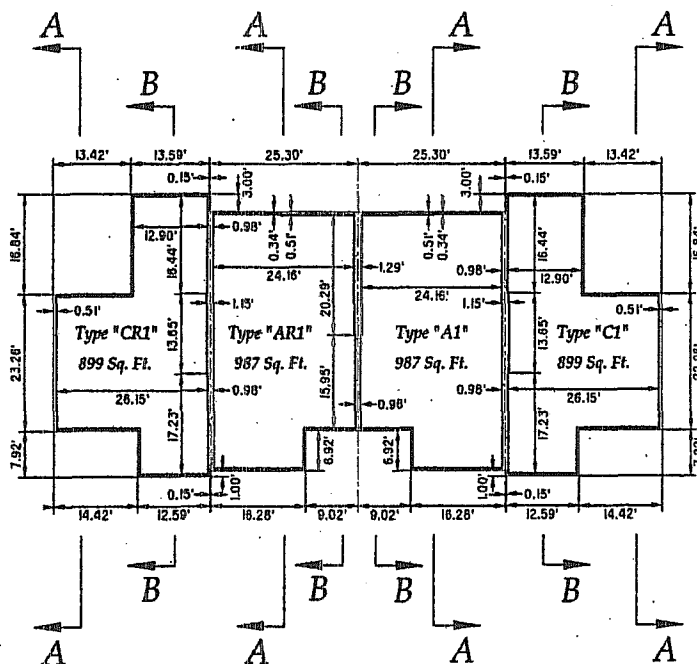
Section Profiles (A And B) See Sheet 25

See Article IV Of Master Deed For Further General And Limited Common Elements.

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Subject To The Terms As Laid Out In A Certain Declaration Of Covenants, Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document.



WAYNE M. PERRY
 PROFESSIONAL ENGINEER No. 34036

JANUARY 25, 2005
 PROPOSED DATED

SHEET 21

DESINE INC
 (616) 227-8833
 CIVIL ENGINEERS
 LAND SURVEYORS
 2183 PLESS DRIVE
 BRIGHTON, MICHIGAN 48114

EXHIBIT 12 / PAGE 0333

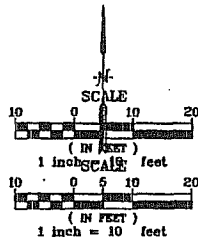


Exhibit "B" To The Master Deed Of Fox Ridge II Of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 Of Section 21
Town 3 North, Range 6 East
Hartland Township, Livingston County, Michigan

Developer
FOX RIDGE HOMES, L.L.C.
41051 VINCENTI COURT
NOVI, MI 48375

Surveyor / Engineer
DESNE, INC.
2183 PLESS DRIVE
BRIGHTON, MI 48114

Building Basement Plan Six Unit

Notes

Foundation Typically 0.83 Ft Wide, Unless Otherwise Stated

Section Profiles (A And B) See Sheet 25

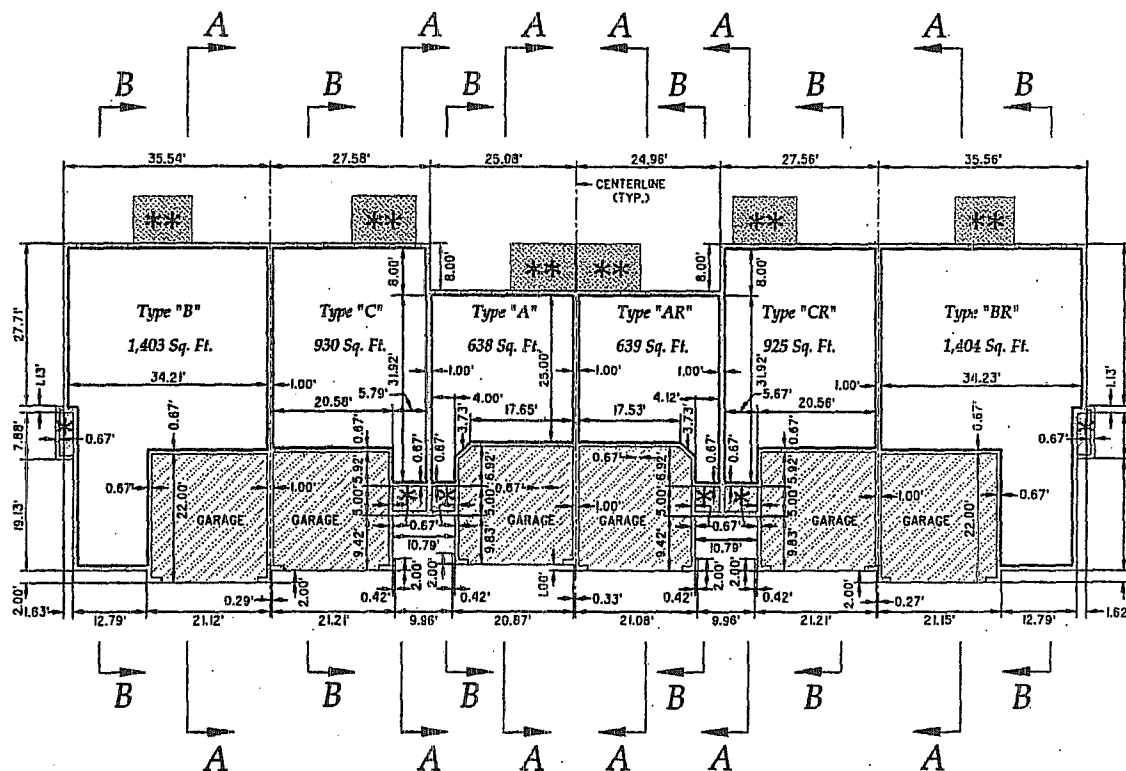
See Article IV Of Master Deed For Further General And Limited Common Elements

Garage And Porch Areas Are Unexcavated

The Condominium Is Subject To Contraction As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Contraction As Provided In Article XII Of Master Deed.

The Location Of Units Within Each Building Is Subject To Modification Based On The Type Of Unit That Is Selected By Purchasing Co-Owners. The Final Location Of Units Will Be Shown On The "Consolidated Condominium Subdivision Plan."

Subject To The Terms As Laid Out In A Certain Declaration Of Covenants, Conditions And Restrictions Of The "Fox Ridge II Of Hartland Community Association," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document.



Legend

* = PORCH

** = PATIO CONCRETE SLAB

[Hatched Box] = GENERAL COMMON ELEMENT

[Dotted Box] = LIMITED COMMON ELEMENT

[Solid Box] = LIMITS OF OWNERSHIP



WAYNE M. PERRY
PROFESSIONAL ENGINEER No. 34036

JANUARY 25, 2005
PROPOSED DATED

DESNE, INC.
(910) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE

SHEET 121 PAGE 0334

LIBRARY 721 PAGE 03351

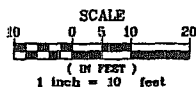


Exhibit "B" To The Master Deed Of Fox Ridge II Of Hartland

Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 of Section 21
Town 3 North, Range 6 East
Hartland Township, Livingston County, Michigan

Developer
FOX RIDGE HOMES, L.L.C.
41051 VINCENTI COURT
NOVI, MI 48375

Surveyor / Engineer
DESINE INC
2183 PLESS DRIVE
BRIGHTON, MI 48114

Building First Floor Plan Six Unit

Notes

Wall Widths 0.34 Ft, Unless Otherwise Stated
Section Profiles (A And B) See Sheet 25

See Article IV Of Master Deed For Further
General And Limited Common Elements

The Condominium Is Subject To Contraction
As Provided In Article XI Of Master Deed.
The Common Elements And Units In The
Condominium Are As Subject To Conversion
As Provided In Article XII Of Master Deed.

The Location Of Units Within Each Building Is
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Co-Owners. The Final Location Of Units Will
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Subdivision Plan."

Subject To The Terms As Laid Out In A
Certain Declaration Of Covenants, Conditions
And Restrictions Of The "Fox Ridge Of
Hartland Community Association," Livingston
County Recording Information Has Not Been
Issued At The Time Of The Signing Of This
Document.

Legend

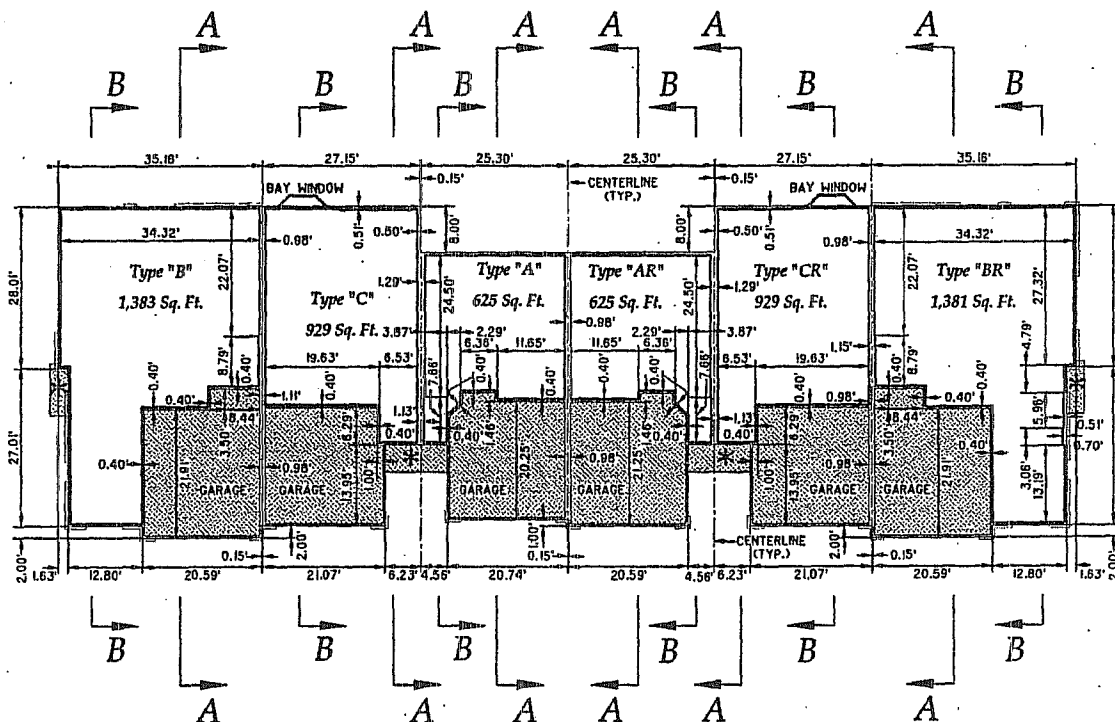
* = PORCH

** = PATIO CONCRETE SLAB

= GENERAL COMMON ELEMENT

= LIMITED COMMON ELEMENT

= LIMITS OF OWNERSHIP



Wayne M. Perry
WAYNE M. PERRY
PROFESSIONAL ENGINEER No. 34036

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(510) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE

JANUARY 25, 2005
PROPOSED DATED

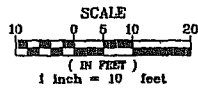
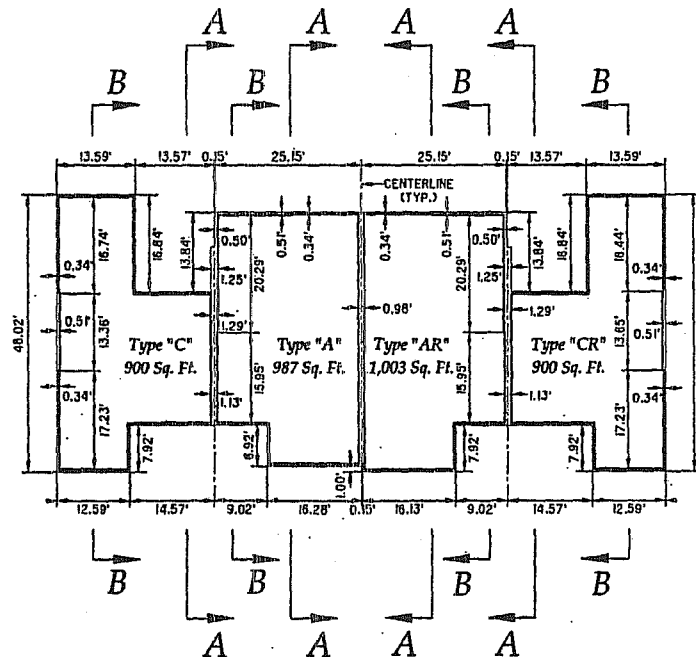


Exhibit "B" To The Master Deed Of
Fox Ridge II Of Hartland
 Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 of Section 21
 Town 3 North, Range 6 East
 Hartland Township, Livingston County, Michigan

Developer
 FOX RIDGE HOMES, L.L.C.
 41051 VINCENT COURT
 NOVI, MI 48375

Surveyor / Engineer
 DESINE INC
 2183 PLESS DRIVE
 BRIGHTON, MI 48114

**Building Second Floor Plan
 Six Unit**



Notes

Wall Widths 0.34 Ft, Unless Otherwise Stated

Section Profiles (A And B) See Sheet 25

See Article IV Of Master Deed For Further General And Limited Common Elements

The Condominium Is Subject To Contraction As Provided In Article XI Of Master Deed. The Common Elements And Units In The Condominium Are All Subject To Conversion As Provided In Article XII Of Master Deed.

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Subject To The Terms As Laid Out In A Certain Declaration Of Covenants, Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document.

Legend

- GENERAL COMMON ELEMENT
- LIMITS OF OWNERSHIP



WAYNE H. PERRY
 PROFESSIONAL ENGINEER No. 34036

JANUARY 25, 2005
 PROPOSED DATED

DESINE INC
 (610) 227-8533
 CIVIL ENGINEERS
 LAND SURVEYORS
 2183 PLESS DRIVE

SECTION 121 PAGE U331

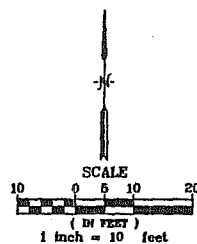
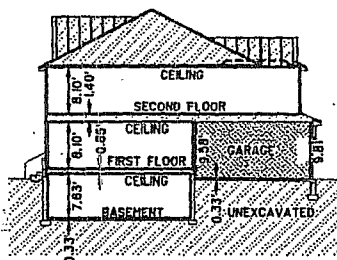


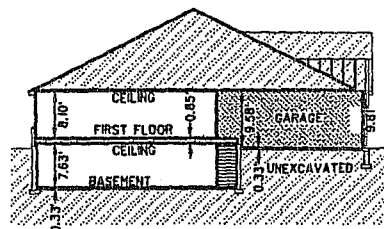
Exhibit "B" To The Master Deed Of
Fox Ridge II Of Hartland
 Part Of The Southeast 1/4 Of Section 20 And The Southwest 1/4 of Section 21
 Town 3 North, Range 6 East
 Hartland Township, Livingston County, Michigan
Building Section Profile Plan

Developer
 FOX RIDGE HOMES, L.L.C.
 41051 VINCENT COURT
 NOVI, MI 48375

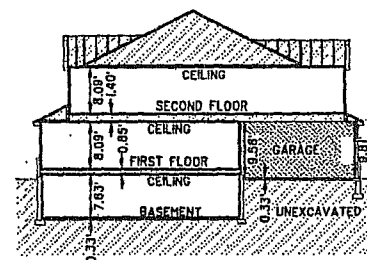
Surveyor/Engineer
 DESINE INC
 2183 PLESS DRIVE
 BRIGHTON, MI 48114



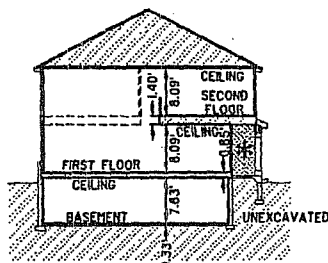
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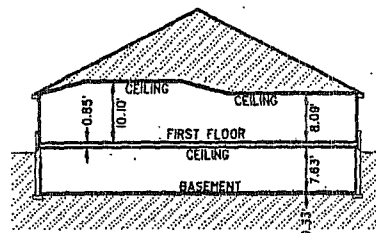
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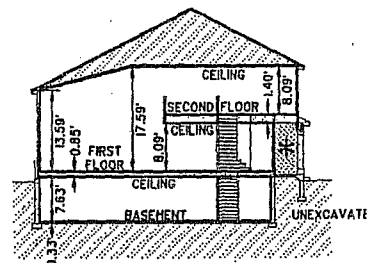
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Section B-B
 Type "A," "A1," "AR" & "AR1"



Section B-B
 Type "B" & "BR"



Section B-B
 Type "C," "C1," "CR" & "CR1"

Notes

See Sheets 19 Through 24 For Wall Widths

See Article IV Of Master Deed For Further General And Limited Common Elements

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Subject To The Terms As Laid Out In A Certain Declaration Of Covenants, Conditions And Restrictions Of The "Fox Ridge Of Hartland Community Association," Livingston County Recording Information Has Not Been Issued At The Time Of The Signing Of This Document.

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[Solid white] = LIMITS OF OWNERSHIP



WAYNE M. BERRY
 PROFESSIONAL ENGINEER No. 34038

JANUARY 25, 2005

PROPOSED DATED

DESINE INC
 (810) 227-0533
 CIVIL ENGINEERS
 LAND SURVEYORS
 2183 PLESS DRIVE

FOX RIDGE II OF HARTLAND**EXHIBIT A****BYLAWS****ARTICLE I****ASSOCIATION OF CO-OWNERS**

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

ARTICLE II**ASSESSMENTS**

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 Co-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 General Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Condominium Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the General 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) Annual 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 General Common Elements that must be repaired or 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 ten (10%) percent of the Association's current annual budget on a cumulative basis; provided that the Association, through its Board of Directors, shall nevertheless have the right to establish a maximum amount required for accumulated reserves from time to time based on reasonable projections of the needs of the Association and periodic reviews of the status of improvements required to be maintained by the Association. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors, that the assessments levied are or may prove to be insufficient (1) to pay the costs of operation and management of the Condominium, (2) to provide repairs or replacements of existing General Common Elements, (3) to provide additions to the General Common Elements not exceeding Five Thousand (\$5,000.00) Dollars annually for the entire Condominium Project, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without a Co-owner's consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof regarding the Association's responsibilities for repair and maintenance. 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 Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the General Common Elements of a cost exceeding Five Thousand (\$5,000.00) Dollars 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 (c) (but not including those assessments referred to in subparagraph 2(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 sixty (60%) percent of all Co-owners. 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.

(c) Community Association Assessments. Each and every Co-owner shall be obligated to pay such assessments and charges as may be assessed against their Unit by the Community Association to defray the costs incurred by the Community Association in the performance of its duties and functions. Each and every Co-owner acknowledges that (1) the assessments payable to the Community Association shall be paid through the Association which has an obligation to promptly remit those assessments to the Community Association and (2) that, in the event of their failure to pay assessments charged by the Community Association when due, the Community Association shall have all of the rights and remedies set forth in the Community Association Declaration for the collection of such assessments, including, without limitation, the right to impose and foreclose on liens.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article VI of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners either in twelve (12) equal monthly installments, quarterly or annually, in the discretion of the Board of Directors, subject to Sections 7 and 8 below, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late fee of Twenty Five (\$25.00) Dollars per month shall be imposed on each installment which is in default for ten (10) or more days. The Association may increase or assess such other reasonable automatic late charges or may, pursuant to Article XX hereof, levy additional fines for late payment of assessments as the Association deems necessary from time to time. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessment levied up to and including the date upon which such 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 attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 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 Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Condominium and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XX of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Condominium, 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.

(c) Power of Sale. Further, each Co-owner and every other person who from time to time has any interest in the Condominium shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Condominium acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(d) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after

mailing, by first class mail, postage prepaid, addressed to the delinquent Co-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 ten (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, attorneys' fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds of Livingston County prior to commencement of any foreclosure proceedings, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by initiating suit against the Association.

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

Section 6. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Condominium 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.

Section 7. Developer's Responsibility for Assessments. Until the First Annual Meeting is held in accordance with the provisions of Article IX, Section 2 of these Bylaws, the Developer, even though a member of the Association, shall not be responsible for payment of the regular assessments of the Association established pursuant to subsection 2(a) above. The Developer, however, shall during the period up to the First Annual Meeting pay a proportionate share of the Association's current maintenance expenses actually incurred from time to time based upon the ratio of completed Units owned by the Developer at the time the expense is incurred to the total number of completed Units in the Condominium. In no event shall the Developer be responsible for payment, until after the First Annual Meeting, of any assessments for deferred maintenance, reserves for replacement, capital improvements or other special assessments, except with respect to occupied Units owned by it. After the First Annual Meeting, Developer shall be responsible for payment of the full amount of any regular Association assessments for all completed Units owned by it. Developer shall not be responsible at any time for payment of regular assessments or payment of any expenses whatsoever with respect to unbuilt Units notwithstanding the fact that such unbuilt Units may have been included in the Master Deed. 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 cost. "Completed Unit" shall mean a Unit with respect to which a certificate of occupancy has been issued by the local public authority.

Section 8. 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 9. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 10. 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.

Section 11. Statement as to Unpaid Assessments and Related Costs. 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. The written statement from the Association shall also disclose the amounts of any interest, late charges, fines, costs and/or attorneys' fees due and owing with respect to the Unit (the "Related Costs"). Upon the payment of the sums set forth in the Association's written statement within the period stated, the Association's lien for assessments and Related Costs as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments and Related Costs 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 and Related Costs constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III ARBITRATION

Section 1. Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. At the exclusive option of the Association, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim arises out of or relates to the Common Elements of the Condominium Project if the amount of the claim is Ten Thousand (\$10,000.00)

Dollars or less. At the exclusive option of a Co-owner, any claim which might be the subject of a civil action against the Developer which involves an amount less than Two Thousand Five Hundred (\$2,500.00) Dollars and arises out of or relates to a Co-owner's Unit or the Condominium Project, shall be settled by binding arbitration. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

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

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

ARTICLE IV INSURANCE

Section 1. Association Coverage. The Association shall carry all risk insurance covering all commonly insured occurrences against all risks of direct physical loss; and against all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements. Such insurance shall include, but not be limited to, fire and extended coverage, vandalism and malicious mischief, host liability, all inclusive liability insurance and worker's compensation insurance, where applicable and available.

(a) Basic Policy Provisions. Insurance policies carried by the Association shall, if available without extraordinary premium charges, provide that:

- (1) Each Unit Owner is an insured person under the policy with respect to liability arising out of his interest in the Common Elements or membership in the Association.
- (2) The insurer waives its right to subrogation under the policy against any Co-owner or member of such Co-owner's household.
- (3) No act or omission by any Co-owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition for recovery under the policy.
- (4) If, at the time of a loss under the policy, there is other insurance in the name of a Co-owner covering the same risk covered by the policy, the Association's policy provides primary insurance.
- (5) That insurance proceeds must be disbursed first for repairs or restoration of the damaged property, unless and subject to the following:

- (A) The Condominium is terminated;
- (B) Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or
- (C) More than eighty (80%) percent of the Co-owners of all of the Units in the Condominium vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense. If the entire Condominium is not repaired or replaced, then: (i) the insurance proceeds attributable to the damaged Common Elements must be used to restore the damaged area to a condition compatible with the remainder of the Condominium; (ii) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt must be distributed to the Co-owners of those Units and the Co-owners of the Units to which those Limited Common Elements were assigned, or to lien holders, as their interests may appear; and (iii) the remainder of the proceeds must be distributed to all of the Co-owners or lien holders, as their interests may appear, in proportion to the Common Element interest of all of the Units. If the Co-owners vote not to rebuild any Unit, that Unit's allocated interests are automatically reallocated as if the Unit had been condemned under Article V, Section 5 of these Bylaws, and the Association shall promptly prepare, execute, and record an amendment to the Master Deed reflecting the reallocations.
- (b) Insurance Replacement Values for Common Elements. All General Common Elements of the Condominium shall be insured against all risks, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association or by an insurance agent retained by the Board of Directors at each anniversary renewal date of said insurance. The Board may engage professional appraisers for this purpose.
- (c) Insurance for Standard Improvements Located Within Unit Interiors and Limited Common Elements. The standard interior improvements (the "Standard Improvements") in all Units (including the Limited Common Elements appurtenant to a Unit) shall be covered by all risk insurance procured and paid for by the Association as part of its policy of insuring the Common Elements in amounts equal to the insurable replacement value of all of the interior structural and attendant and related building materials required to establish a structure for the Unit at the points and surfaces where it begins, including, without limitation, the finished subfloors; drywall; cabinets, finished carpentry; electrical and plumbing conduits, supplies and fixtures; tile; lighting fixtures; doors; door jams; glass doorwalls; hardware and all other materials as may be defined as standard by the Board of Directors of the Association from time to time in a published set of specifications (the "Standard Specifications"). Should the Board fail to publish such specifications, the Standard Specifications to be used for repair and replacement shall be determined by reference to the original installations, given the passage of time, as a standard.
- (d) Premium Expenses. All premiums of insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(e) Receipt and Distribution of Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Co-owners and their mortgagees, as their interests may appear; provided, however, that whenever repair or reconstruction of damaged portions of the Condominium shall be required as provided in Article V of these Bylaws, the insurance proceeds received by the Association shall be first applied to such repair or reconstruction unless the other provisions of the Condominium Documents mandate otherwise.

Section 2. Authority of Association to Maintain Insurance and Settle Claims. Each Co-owner appoints the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance for all insurance for the Condominium Project, including the insurance to be carried by such Co-owner under this Article IV, Section 3 below, if the Co-owner fails to meet his responsibilities thereunder. 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 Co-owners and respective mortgagees, as their interests may appear (subject to limiting or defining provisions of the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of the Association and any of its Co-owner members as shall be necessary to accomplish the foregoing.

Section 3. Insurance Responsibilities of Co-Owners. Each Co-owner shall be obligated and responsible for:

(a) Obtaining all risk liability and property insurance (generally in the form of an HO(6) policy, or such other specifications as the Association may prescribe or as may be commonly extant from time to time, and herein sometimes referred to as "Co-owner's Insurance") with respect to the improvements, decorations and any other personal property in his Unit which have been added to the Standard Improvements defined (or to be defined) in Section 1(c) of this Article IV or any other property contained within his Unit which is not covered by the Association's policy. This provision shall not preclude the Association from acquiring a blanket policy which covers the contents within a Unit under terms and conditions acceptable to the Association and the insurance carrier.

(b) Providing insurance coverage for all risk liability for injury to property and persons occurring in the Unit to the limits prescribed from time to time by the Board of Directors of the Association, but in amounts not less than \$100,000.00 for damage to property and \$500,000.00 for injury to persons on a per event basis.

(c) Insuring his personal property located within his Unit or elsewhere on the Condominium Project.

All Co-owner property insurance shall be carried in an amount equal to the maximum insurable replacement value of said improvements. A Co-owner's failure to fully insure his contents shall be a risk which he solely carries. Each Co-owner shall, on or before the annual anniversary dates of the issuance of his Co-owners' insurance, deliver certificates of such insurance to the Association. The Co-owner's policy of insurance shall also name the

Association as an insured under his liability coverage. If a Co-owner fails to obtain such insurance (which may be assumed to be the case if the Co-owner fails to timely provide evidence thereof to the Association), the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor (if not reimbursed by the Co-owner on demand) shall constitute a lien against the Co-owners's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof. The Association shall under no circumstance have any obligation to obtain any of the insurance coverage described in this Section 3 or incur any liability to any person for failure to do so. The Association may, on its own or through its paid agents, maintain a roster of Co-owners's insurance setting forth such relevant data as it deems helpful and useful to monitor the implementation of this Section 3.

The Co-owner's policy hereunder shall contain a thirty (30) day non-cancelable clause with mandatory thirty (30) day notice of cancellation to be mailed to the Association.

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

Section 5. Additional Insurance. The Association may, as an expense of administration, purchase an umbrella insurance policy which covers any risk required hereunder which was not covered due to lapse or failure to procure.

Section 6. Modifications to Insurance Requirements and Criteria. The Board of Directors of the Association may, with the consent of thirty-three and one-third (33-1/3%) percent of the Co-owners, revise the types, amounts, provisions, specifications and other provisions of this Article IV, except where prohibited by the Act.

Section 7. Insurance on the Shared Recreation Facilities. Notwithstanding any other provision set forth herein, the Community Association shall be responsible for obtaining and maintaining hazard insurance and liability insurance with respect to the Shared Recreation Facilities for the benefit of the Co-owners and the owners of units in the separate condominium development known as "Fox Ridge I of Hartland", all in accordance with the terms and conditions of the Community Association Declaration described in Article VII of the Master Deed.

ARTICLE V RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of the Condominium Premises shall be damaged as a result of fire, vandalism, weather or other natural or person caused phenomenon or casualty, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

- (a) General Common Elements. If the damaged property is a General Common Element, the damaged property shall be rebuilt or repaired.

(b) Unit or Improvements Thereon. If the damaged property is a Unit or an improvement thereon or appurtenance thereto, the Association shall expeditiously rebuild and/or repair the damaged property to the specifications set forth in these Bylaws. Pending rebuilding or repair, the Co-owner shall remove all debris and maintain the Unit and improvements thereon in a clean and sightly manner and in the best condition reasonable efforts can achieve. The Co-owner shall be responsible for the determination and coordination of the rebuilding of internal improvements beyond the Standard Specifications established pursuant to Article IV, Section 1(c) above if the Co-owner elects to exceed the Standard Specifications. The Association may reject any changes to the Standard Specifications which it deems not to be in the best interest of the Condominium Project. No change to the exterior appearance of any building shall be permitted. The Association and Co-owner shall cooperate in coordinating their respective repair and replacement responsibilities.

Section 2. Repair in Accordance with Master Deed. Reconstruction or repair shall be substantially in accordance with the Master Deed, the Condominium Subdivision Plan attached thereto as Exhibit B, and the original plans and specifications for the Condominium as updated by the published Standard Specifications.

Section 3. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, 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 Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 4. Timely Reconstruction and Repair. If damage to the Common Elements adversely affects the appearance of the Condominium, the Association shall proceed with replacement of the damaged property without delay.

Section 5. 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 by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Condominium Project.

(b) Taking of Common Elements. If there is any taking of any portion of the Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-

owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) Continuation of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be 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 Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

(d) Notification of Mortgagees. In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association 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 6. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

Section 7. Notification of FHLMC, FNMA, Etc. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), the Michigan State Housing Development Authority ("MSHDA"), or insured by the Veterans Administration ("VA"), Department of Housing and Urban Development ("HUD"), Federal Housing Association ("FHA") or any private or public mortgage insurance program, then the Association shall give the aforementioned parties written notice, at such address as they may from time to time direct, of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand and 00/100 (\$10,000.00) Dollars in amount or damage to a Condominium Unit or dwelling covered by a mortgage purchased, held or insured by them.

Section 8. Reconstruction and Repair of the Shared Recreation Facilities. Notwithstanding any other provision set forth herein, in the event of the partial or total destruction of the Shared Recreation Facilities, the Community Association shall bear sole responsibility for the repair and replacement of any and all such improvements and the application of hazard insurance proceeds to the cost of that work.

ARTICLE VI RESTRICTIONS

Section 1. Uses Permitted. No Unit shall be used for other than single-family residential purposes; provided, however, that from time to time a Unit may also be occupied by a reasonable number of guests (which may include all of the members of another family). In no event may any Unit be used as a residence for more than one family and no Unit shall be used to conduct any business, trade or profession; provided, however, that any Co-owner may maintain a professional library in a Unit, maintain personal records and conduct personal business within a Unit, and participate in business or professional telephone calls from within the Unit. In no event shall any Unit within the Condominium be used for the operation of a "family day care home" or any other type of day care facility.

Section 2. Architectural and Aesthetic Control; Rules and Regulations.

(a) Standards for Construction and Replacement of Improvements. During the Development and Sales Period, any and all improvements constructed within the Condominium shall be constructed by the Developer or with the prior written approval of the Developer. (Any and all improvements constructed within the Condominium shall comply with Section 33.10 of the Hartland Township Zoning Ordinance regarding architectural standards as applied to the Condominium and to the extent waived in accordance with the terms and conditions of the Planned Development Agreement referenced in Article VII, paragraph (k) of the Master Deed.) The approval of any improvement not constructed by Developer during the Development and Sales Period shall be within the sole and absolute discretion of the Developer for the purpose of ensuring that the Condominium is developed as an attractive residential development that is in harmony with its surroundings.

(b) Aesthetic and Architectural Control in General. Subject to the limitation stated below, the Board of Directors of the Association, on its own initiative, acting through a sub-committee of one or more persons appointed by the Board with the Board's approval, may issue and enforce reasonable rules and uniform rules which deal with one or more of the following:

- (1) The exterior appearance of exterior and interior (which are visible from the exterior) window treatments;
- (2) The display, maintenance or placement of any plants, furniture, decorations or any other item on or within balconies, patios or porches;
- (3) The establishment and publication of Standard Specifications consistent with the Condominium Documents for the rebuilding, repair or renovation of the exteriors and interiors of each Unit and the Common Elements;
- (4) Any other rules and regulations permitted by the Act and the Condominium Documents which are reasonable and promulgated for the common benefit of the Co-owners.

The Board of Directors may establish and publish other rules and regulations which deal with the implementation of the criteria it establishes for architectural and aesthetic controls which shall be uniformly, fairly and reasonably applied. Any rule or regulation adopted pursuant to this provision during the Development and Sales Period must first be approved in writing by the Developer.

(c) General Rules and Regulations. Reasonable regulations consistent with all laws and the Condominium Documents concerning the use of the Common Elements, including any recreational facilities constructed within the Condominium other than the Shared Recreation Facilities, or the rights and responsibilities of the Co-owners and the Association with respect to the Condominium or the manner of operation of the Association and of the Condominium 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 Co-owners or posted on a General Common Element. Any such regulation or amendment may be revoked at any time by the affirmative vote of a majority of the Co-owners.

Section 3. Proscribed Activities. No noxious or offensive activity shall be performed within any Unit or upon the Common Elements, nor shall anything be done thereon that tends to cause embarrassment, discomfort, annoyance or nuisance to the occupants or Co-owners's of Units within the Condominium. No charcoal grills or similar devices shall be used on any porch or balcony and only charcoal grills that use propane gas shall be permitted to be used upon such patio as may have been constructed by the Developer as a Limited Common Element appurtenant to a Unit. All windows must have white-backed draperies or white-backed window treatments. All garage doors must be kept closed except when necessary for purposes of ingress to and egress from the garage. There shall not be maintained any animal or device or thing of any sort whose normal activities or existence is in any way noxious, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of Units. The Board of Directors of the Association shall be the final arbiter of whether a particular animal, device or thing is in violation of the foregoing restrictions. No Co-owner shall do or permit anything to be done or keep or permit to be kept in the Co-owner's Unit or on the Common Elements anything that will increase the cost of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved, which increased cost may be assessed to and collected from the Co-owner in the manner provided in Article II hereof.

Section 4. Animals or Pets. No animals (except for two dogs or two cats or one dog and one cat) shall be kept or maintained on any Unit at any time. Constantly caged or confined small animals, such as small fish or small, caged birds, shall not be precluded by this provision. Any pets kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the Common Elements, and any animal shall at all times be attended by a responsible person while on the Common Elements. Any person who causes or permits an animal to be brought or kept on the Condominium property shall indemnify the Association and hold it harmless for any loss, damage or liability which the Association may

sustain as a result of the presence of such animal on the Condominium property. No doghouse, dog run or pet shelter of any kind shall be installed or maintained on the premises of the Condominium, including any General or Limited Common Element area.

Section 5. Vehicles. No trailers, boats, aircraft, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobile trailers, jet skis, jet ski trailers or other recreational vehicles, or any other vehicles, other than passenger cars, passenger vans, pick-up trucks and sport utility vehicles shall be parked or maintained within the Condominium unless in an attached garage included within a Unit. No vehicle that is used to promote a commercial enterprise, or used in connection with such an enterprise, shall be parked within the Condominium, or on any Unit, unless parked in a garage as provided above, except while making deliveries or pickups in the normal course of business. No vehicle shall be parked on any portion of the roads within the Condominium on an overnight basis or for an extended period of time. The Association through its Board of Directors shall have the right to impose rules and regulations regarding parking on the roads within the Condominium and such rules may impose time limits for such parking. In any event, parking throughout the Condominium and any expansion thereof shall be restricted to one side of the roads within the Condominium as indicated by signs posted for that purpose.

Section 6. Signs, Advertising and Mailboxes. No commercial signs of any kind, including "for sale" signs, shall be placed or maintained within or upon any Unit, except as may be required by legal proceedings, and in no event shall the Association or any Co-owner cause or permit the placement of commercial signs, including "for sale signs", upon any of the Common Elements. (Nothing in this provision shall limit the right of the Developer to install and maintain signs in furtherance of the Developer's development and sales activities as described below in Section 15 of this Article VI.) Any and all mailboxes installed within the Condominium shall throughout the Development and Sales Period conform to such standards as may be established by the Developer and those standards shall remain in effect after the Development and Sales Period unless reasonably modified by the Board of Directors.

Section 7. Co-owner Maintenance. Each Co-owner shall maintain his or her Unit and any Limited Common Elements appurtenant thereto for which the Co-owner has maintenance responsibility in a safe, clean and sanitary condition. All vacant Units must be kept free of debris, litter and trash and appropriate measures must be taken to protect such Units from winter weather-caused damage. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by the Co-owner or the Co-owner's family, guests, agents or invites, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility, unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-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 Co-owner in the manner provided in Article II hereof.

Section 8. Common Elements. The Common Elements shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and absolutely intended. No Co-owner may leave personal property of any description (including by way of example and not limitation: bicycles, vehicles, sculptures or statues, chairs and benches)

unattended on or about the Common Elements. No Co-owner may decorate or modify the exterior of any building in the Condominium (said exteriors comprising General Common Elements), except in accordance with rules adopted by the Association. (This limitation includes the installation of lights and other decorations during holiday seasons.) Use of all Common Elements may be limited to such times and in such manner as the Board of Directors shall determine by duly adopted regulations.

Section 9. Alterations and Modifications of the Common Elements. No Co-owner shall make changes in any of the Common Elements, limited or general (including, without limitation, the addition or removal of any plants, trees, shrubs or flowers), without the express written approval of the Board of Directors (and the Developer during the Development and Sales Period). The Board of Directors may adopt reasonable rules permitting the addition and maintenance of plants and flowers to Limited Common Element patios situated within the Condominium and for the planting of flowers around the exterior perimeter of Units; provided that in no event shall any Co-owner plant or cause any vegetable garden, tree or bush to be planted on any General Common Element, including the grounds immediately adjacent to his or her Unit. No Co-owner shall construct or maintain any improvement of any sort upon any General or Limited Common Elements or cause or permit any alteration or damage to any natural area that might be included in the Condominium.

Section 10. Television Antennas and Similar Devices. No outside television antenna or other antenna, aerial, saucer, dish or similar device shall be placed, constructed, altered or maintained on the exterior of the buildings that contain the Units. Notwithstanding the foregoing, any Co-owner shall be permitted to install an antenna for reception of direct television broadcasting or reception of video programming by wireless cable (otherwise known as multichannel multipoint distribution) so long as such installation is in the rear of the Unit and not visible from the front exterior of the Unit and in conformance with such other reasonable rules and regulations as may be imposed by the Association in support of safety and aesthetic concerns within limits proscribed by the Federal Communications Commission.

Section 11. Weapons. No Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his or her family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots, or other similar weapons, projectiles or devices anywhere on or about the Condominium.

Section 12. Use of Shared Recreation Facilities. Pursuant to the Community Association Declaration, the Community Association shall have the right and authority to establish rules and regulations for the use and operation of the Shared Recreation Facilities to be maintained and operated by the Community Association, even though such Shared Recreation Facilities are to be included in the common elements of Fox Ridge I. Each and every Co-owner and their guests, tenants and invites shall comply with all such rules and regulations.

Section 13. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease or sell his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner

specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least six (6) months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium for any term in its sole discretion. These leasing provisions may not be revised prior to the Transitional Control Date without the Developer's prior written consent. Any revision to these leasing provisions shall be subject to the limitation set forth in Article VIII, paragraph (d) of the Master Deed.

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

- (1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten (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. If the Developer desires to rent Units before the Transitional Control Date, Developer shall notify either the Advisory Committee or each Co-owner in writing. All leases must be in writing.
- (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:
 - (i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.
 - (ii) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
 - (iii) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-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 proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the General

Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

- (4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may take the following actions:
 - (i) The Association may issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.
 - (ii) The Association may initiate proceedings for eviction and money damages as described in subparagraph (3)(iii) above following the tenant's failure to remit rent otherwise due within fifteen (15) days after issuance of notice by the Association to the tenant by certified mail.

Section 14. Special Assessment Districts for Improvement. At some time subsequent to the recording of the Master Deed, it may become necessary to pave or improve some or all of the public roads adjacent to the Condominium Project or to make certain other improvements to publicly installed and maintained facilities, such as water mains and sanitary sewer lines. The improvement and/or installation of such facilities may be financed, in whole or in part, by the creation of a special assessment district or districts which may be comprised of or include the Condominium. The acceptance of a conveyance or the execution of a land contract by any Co-owner shall constitute the agreement of such Co-owner, his or her heirs, executors administrators or assigns that the Board of Directors of the Association shall be vested with full power and authority to obligate all Co-owners to participate in special assessment districts, sign petitions requesting said special assessments, and consider and otherwise act on all assessment issues on behalf of the Association and all Co-owners with respect to such public roads or streets or other publicly installed and maintained facilities; provided, that prior to signature by the Association on a petition for such improvement, the desirability of said improvement shall be approved by an affirmative vote of not less than 51% of all Co-owners. No consent of mortgagees shall be required for approval of said public road or other public facility improvement. All road improvement or other public facility improvement assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 15. Reserved Rights of Developer.

- (a) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards of the Developer with respect to unoccupied Units owned by the Developer, or

of the Association in furtherance of its powers and purposes. Notwithstanding anything to the contrary elsewhere herein contained, throughout the entire duration of the Development and Sales Period as defined in Article III, paragraph (I) of the Master Deed, the Developer shall have the right to maintain a sales office, a business office, a construction office, model units, "for sale" signs, storage areas for supplies and construction materials and reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable the development and sale by the Developer and its affiliates of the entire Condominium, the Future Expansion Area and the entire Fox Ridge of Hartland Community by the Developer.

(b) Enforcement of Bylaws. The Condominium shall at all times be maintained in a manner consistent with the highest standards of a first class, beautiful, serene, private residential community for the benefit of the Co-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 or landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and or replace any Common Elements and/or do any landscaping required by the Bylaws and charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws during the Development and Sales Period, which right of enforcement shall include without limitation an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

(c) Developer's Assignment Rights. Any and all rights and powers of the Developer that have been granted or reserved by law or herein (or in any of the other Condominium Documents) to Developer (including, without limitation, any right or power to approve or to disapprove any act, use or proposed action or any other matter or thing) may be assigned by Developer to any person or entity, including, without limitation, the Association. Any assignment by Developer must be evidenced by a written instrument that must also be signed by the assignee to evidence the assumption by that assignee of the rights of the Developer hereunder. Notwithstanding the foregoing, as of the expiration of the Development and Sales Period, any and all of the rights hereunder of Developer that have not been theretofore assigned by Developer will be deemed to have been assigned to and assumed by the Association; provided, however, that in no event will Developer be deemed to have thereby assigned or in any other manner relinquished any real property rights granted or reserved to Developer or its successors and assigns in the Master Deed or in any other Condominium Documents or recorded Declarations, including, without limitation, any access easements, utility easements or any other easements created or reserved in the Master Deed, any of the other Condominium Documents or any recorded Declaration (any of which may only be terminated by a written instrument signed by Developer and recorded with the Livingston County Register of Deeds).

(d) Method of Evidencing Developer's Approval. **ANY APPROVAL, WAIVER, OR OTHER ACTION HEREUNDER BY DEVELOPER WILL NOT BE EFFECTIVE UNLESS THAT APPROVAL, WAIVER, OR OTHER ACTION IS IN WRITING AND IS SIGNED BY DEVELOPER. CO-OWNERS, THE ASSOCIATION (AND ANY OTHER PERSONS OR**

ENTITIES) MAY NOT RELY UPON ANY APPROVAL, WAIVER, OR OTHER ACTION HEREUNDER IF THAT APPROVAL, WAIVER, OR OTHER ACTION IS GRANTED OR TAKEN BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY EMPLOYEES OR REPRESENTATIVES OF DEVELOPER) OTHER THAN DEVELOPER. AGENTS, EMPLOYEES, CONSULTANTS, ATTORNEYS AND OTHER REPRESENTATIVES AND ADVISORS OF DEVELOPER ARE NOT LIABLE WITH RESPECT TO ANY APPROVALS, WAIVERS OR OTHER ACTIONS UNDER THE CONDOMINIUM DOCUMENTS.

Section 16. Preservation of Open Space and Certain Trees. The Association shall be responsible for taking such actions as may be reasonably necessary for the continued preservation and protection of certain trees located within the Condominium that have been designated by the Township for preservation as part of the site plan approval process for the Condominium. The Association shall not under any circumstances permit the removal of such designated trees without the prior written approval of the Township. The Association shall also be responsible for the continuing maintenance and preservation of all open space areas within the Condominium, subject to the right and obligation of the Community Association to repair, replace, maintain and preserve such the improvements, facilities and areas assigned to the entity's care in Article II of the Community Association Declaration described in Article VII, paragraph (i) of the Master Deed, including, without limitation, such storm water detention ponds as may be installed and constructed within the Condominium as it may be expanded. The open space subject to maintenance and preservation pursuant to this provision shall include the wetland area located in the northeasterly portion of the land that may be included in the Condominium.

ARTICLE VII MORTGAGES, MORTGAGE INSURERS AND MORTGAGE GUARANTORS

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

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

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

Section 4. Applicability to Mortgage Insurers and Guarantors. Any of the rights in the condominium document which are granted to first mortgagees shall also be extended to insurers and guarantors of such mortgages, provided that they have given the Association notice of their interests. However, when voting rights are attributed to a mortgagee, only one vote may be cast per mortgage as to the mortgage in question regardless of the number of mortgagees, assignees, insurers and guarantors interested in the mortgage.

Section 5. Notification of Amendments and Other Matters. All holders of first mortgages and insurers and guarantors thereof who have requested notice, are entitled to timely written notice of: (a) any amendment affecting a unit in which they have an interest, (b) any amendment affecting a change in the general common elements, or limited common element appurtenant to a unit in which they have an interest, (c) a material change in the voting rights or use of a unit in which they have an interest, (d) any proposed termination of the condominium, (e) any condemnation or casualty loss which affects a material portion of the condominium or a unit in which they have an interest or (f) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

ARTICLE VIII VOTING

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

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

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

Section 4. Quorum. The presence in person or by proxy of thirty-five (35%) percent of the Co-owners 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 in 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 fifty (50%) percent 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 specified in this Section 6.

ARTICLE IX MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis Code of Parliamentary Procedure, Roberts Rules of Order or some 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 fifty (50%) percent of the total number of Units that may be created in the Condominium, as it may be expanded, have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-developer Co-owners of seventy five (75%) percent of the total number of Units that may be created in the Condominium, as it may be expanded, or fifty four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Condominium Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-owner.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on a date chosen by the Board of Directors of the Association 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 eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

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

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

Section 6. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty eight (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 and Treasurer.

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member

specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum 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 to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X ADVISORY COMMITTEE

Within one year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one third (1/3) of the total number of Units which may be created in the Condominium, as it may be expanded pursuant to Article X of the Master Deed, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three (3) non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable except that if more than fifty (50%) percent of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of five (5) members, 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. Upon the expiration of the Development and Sales Period, the Association may

elect to increase or decrease the number of Directors by a majority vote of its members. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below. (As used in subparagraphs (b) and (c) below, the phrase "number of Units that may be created" shall include units that may be created within the Future Expansion Area described in Article X of the Master Deed.)

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

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

(1) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of seventy five (75%) percent in number of the Units that may be created, the non-Developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least one (1) Director as long the Units that remain to be created and conveyed equal at least ten (10%) percent of all Units in the Condominium. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(2) Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Condominium Project, the non-Developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall

not reduce, the minimum election and designation rights otherwise established in subsection (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 Co-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 Co-owners under subsection (b) results in a right of non-Developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-Developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one (1) Director as provided in subsection (1).
- (4) At the First Annual Meeting, three (3) Directors shall be elected for a term of two (2) years and two (2) Directors shall be elected for a term of one (1) year. At such meeting all nominees shall stand for election as one slate and the three (3) persons receiving the highest number of votes shall be elected for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either three (3) Directors or two (2) Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office of each Director shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.
- (5) Once the Co-owners have acquired the right to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.

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

- (a) To manage and administer the affairs of and to maintain the Condominium Project and the General Common Elements thereof;
- (b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association;

- (c) To carry insurance and collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project;
- (f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association;
- (g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of seventy five (75%) percent of all of the members of the Association in number and in value;
- (h) To make rules and regulations in accordance with Article VI, Section 2(b) and (c) of these Bylaws;
- (i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board; and
- (j) To enforce the provisions of the Condominium Documents.

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

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 Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-Developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent of all of the Co-owners qualified to vote 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 thirty five (35%) percent requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-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 anytime or from time to time in its sole discretion. Likewise, any Director selected by the non-Developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (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 (2) 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 ten (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 three (3) days notice to each 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 (2) 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 twenty four (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 before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

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

ARTICLE XII OFFICERS

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

(a) President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

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

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

(d) Treasurer. The Treasurer shall have responsibility for the Association'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 shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

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

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

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

ARTICLE XIII SEAL

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

ARTICLE XIV FINANCES

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

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement

date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

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

ARTICLE XV INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including 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 Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by one third (1/3) or more of the Co-owners by an 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. By the Co-owners. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty six and two thirds (66-2/3%) percent of all Co-owners. 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 sixty six and two thirds (66-2/3%) percent 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 Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-owner or mortgagee.

Section 5. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Livingston 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 Condominium Project irrespective of whether such persons actually receive a copy of the amendment.

Section 7. Approval of the Township of Hartland. Any amendment to these Bylaws which affects the conditions imposed on the Condominium by the Township of Hartland or the rights of the Township shall require the prior written consent of the Township, which consent will not be unreasonably withheld.

ARTICLE XVII COMPLIANCE

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

ARTICLE XVIII DEFINITIONS

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

ARTICLE XIX REMEDIES FOR DEFAULT

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

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien

(if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such 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, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

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

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

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

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

ARTICLE XX ASSESSMENT OF FINES

Section 1. General. The violation by any Co-owner, occupant or guest of any provisions of the Condominium Documents including any duly adopted rules and regulations

shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

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

- (a) Notice. Notice of 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 Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of these Bylaws.
- (b) Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but in no event shall the Co-owner be required to appear less than ten (10) days from the date of the Notice.
- (c) Default. Failure to respond to the Notice of Violation constitutes a default.
- (d) Hearing and Decision. Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

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

- (a) First Violation. No fine shall be levied.
- (b) Second Violation. A fine of Seventy-Five Dollars (\$75.00).
- (c) Third Violation. A fine of One Hundred Dollars (\$100.00).
- (d) Fourth Violation and Subsequent Violations. A fine of One Hundred and Fifty Dollars (\$150.00) for each violation.

The Association, acting through its Board of Directors, may increase or decrease the fine schedule set forth above by Board resolution after giving prior written notice to the Co-owners of the proposed change. The resolution and a proof of notice shall then be recorded in Livingston County Records and the new schedule shall be effective upon recording.

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

ARTICLE XXI JUDICIAL ACTIONS AND CLAIMS

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

Section 1. Board of Directors' Recommendation to Co-owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

Section 2. Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-owners ("Litigation Evaluation Meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-owners of the date, time and place of the Litigation Evaluation Meeting shall be sent to all Co-owners not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8-1/2" x 11" paper:

(a) A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that:

(i) it is in the best interests of the Association to file a lawsuit;

(ii) that at least one member of the Board of Directors has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success;

(iii) litigation is the only prudent, feasible and reasonable alternative; and

(iv) the Board of Directors' proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

(b) A written summary of the relevant experience of the attorney ("Litigation Attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action, including the following information: (i) the number of years the Litigation Attorney has practiced law; and (ii) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

(c) The Litigation Attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(d) The Litigation Attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("Total Estimated Cost"). The Total Estimated Cost of the civil action shall include the Litigation Attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(e) The Litigation Attorney's proposed written fee agreement.

(f) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by Section 6 of this Article.

Section 3. Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the Litigation Attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with the written notice of the Litigation Evaluation Meeting.

Section 4. Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the Litigation Attorney, and any other attorney retained to handle the

proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-owners in the text of the Association's written notice to the Co-owners of the Litigation Evaluation Meeting.

Section 5. Co-owner Vote Required. At the Litigation Evaluation meeting the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the Litigation Attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-owners. Any proxies to be voted at the Litigation Evaluation Meeting must be signed at least seven (7) days prior to the Litigation Evaluation Meeting. Notwithstanding any other provision of the Condominium Documents, no litigation shall be initiated by the Association against the Developer until such litigation has been approved by an affirmative vote of seventy-five (75%) percent of all members of the Association in number and value attained after a Litigation Evaluation Meeting held specifically for the purpose of approving such action.

Section 6. Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to Sections 1 through 10 of this Article shall be paid by special assessment of the Co-owners ("Litigation Special Assessment"). The Litigation Special Assessment shall be approved at the Litigation Evaluation Meeting (or any subsequent duly called and noticed meeting) by a majority in number and in value of all Co-owners in the amount of the estimated total cost of the civil action. If the Litigation Attorney proposed by the Board of Directors is not retained, the Litigation Special Assessment shall be in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The Litigation Special Assessment shall be apportioned to the Co-owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-owners on a monthly basis. The total amount of the Litigation Special Assessment shall be collected monthly over a period not to exceed twenty four (24) months.

Section 7. Attorney's Written Report. During the course of any civil action authorized by the Co-owners pursuant to this Article, the retained attorney shall submit a written report ("Attorney's Written Report") to the Board of Directors every thirty (30) days setting forth:

(a) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the Attorney's Written Report ("Reporting Period").

(b) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the Reporting Period.

(c) A detailed description of all discussions with opposing counsel during the Reporting Period, written and oral, including, but not limited to, settlement discussions.

(d) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.

- (e) Whether the originally estimated total cost of the civil action remains accurate.

Section 8. Monthly Board Meetings. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

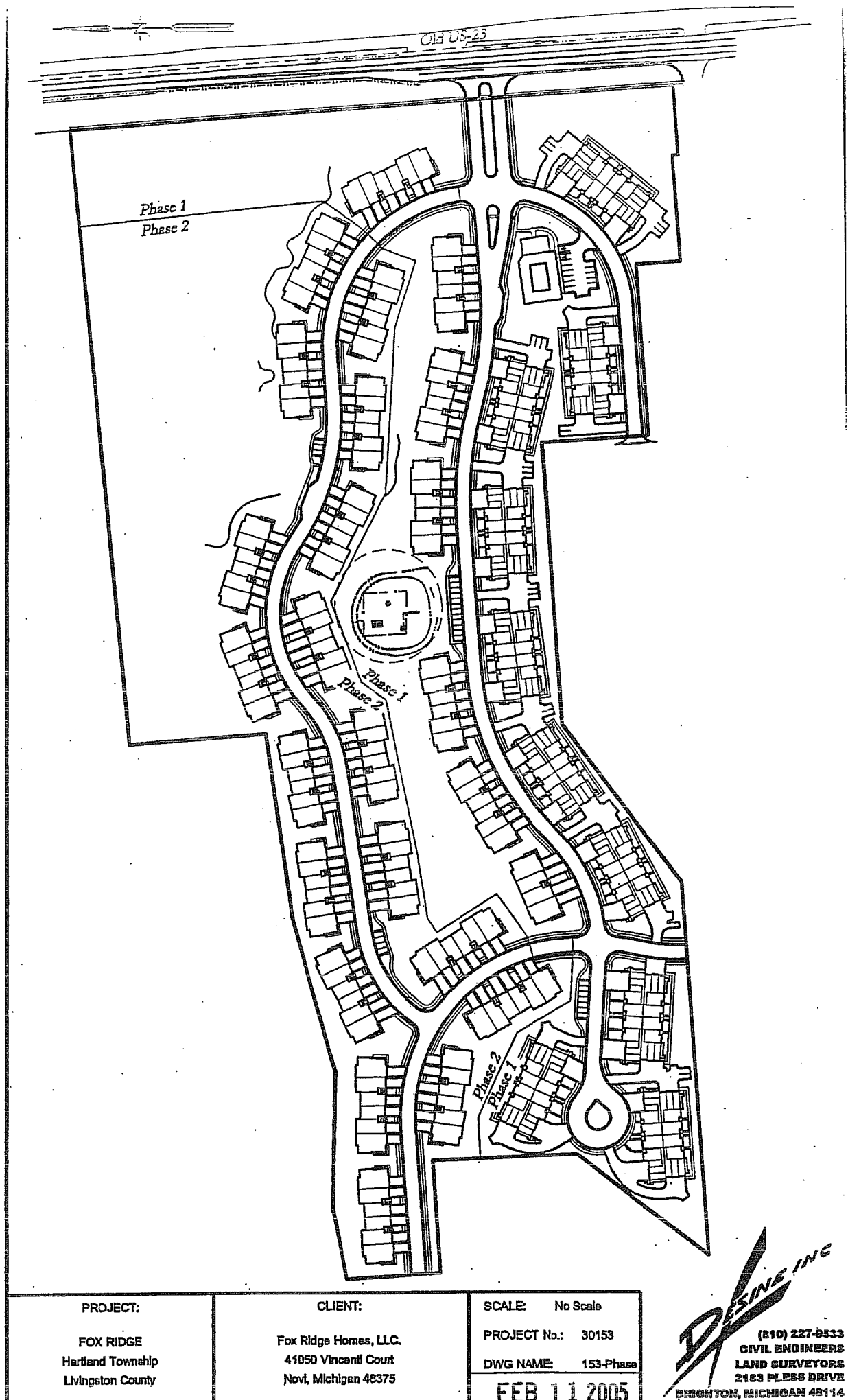
- (a) the status of the litigation;
- (b) the status of settlement efforts, if any; and
- (c) the Attorney's Written Report.

Section 9. Changes in the Litigation Special Assessment. If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the Litigation Special Assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the Co-owners to vote on whether to continue the civil action and increase the Litigation Special Assessment. The meeting shall have the same quorum and voting requirements as a Litigation Evaluation Meeting.

Section 10. Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("Litigation Expenses") shall be fully disclosed to Co-owners in the Association's annual budget. The Litigation Expenses for each civil action filed by the Association shall be listed as a separate line item captioned "Litigation Expenses" in the Association's annual budget.

ARTICLE XXII 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.



DESIGN INC
(810) 227-8533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

RECORDED

2005 FEB 22 A 9 10

SALLY REYNOLDS
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI
48843

13/4

**CONSENT TO SUBMISSION OF
REAL PROPERTY TO CONDOMINIUM PROJECT**

WHEREAS, FOX RIDGE HOMES, L.L.C., a Michigan limited liability company, whose address is 41050 Vincent Court, Novi, Michigan 48375, as Developer, intends to establish FOX RIDGE II OF HARTLAND as a condominium project by recording in the office of the Livingston County Register of Deeds a Master Deed covering the real property described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, FIFTH THIRD BANK (Eastern Michigan), a Michigan banking corporation, whose address is 1000 Town Center, Ste. 1500, Southfield, MI 48075 (hereinafter referred to as "Fifth Third Bank"), is interested in the Property as the first mortgagee, pursuant to a certain Mortgage dated November 2, 2004 and recorded on November 4, 2004 at Liber 4626, Pages 103 through 114, both inclusive, Livingston County Records.

NOW, THEREFORE, Fifth Third Bank hereby consents to the submission of the Property to the condominium project described and set forth in the Master Deed, and subordinates its interest in the Property as mortgagee to the Master Deed, such interest to be subject to the terms and conditions of the Master Deed, and further consents to the recordation of said Master Deed in the office of the Livingston County Register of Deeds.

Dated this 25 day of January, 2005

WITNESSED:

FIFTH THIRD BANK (Eastern Michigan), a
Michigan banking corporation

Kathy G. Good
Please print name: Kathy G. Good
Mark A. Worth
Please print name: Mark A. Worth

By: Paul Pelt
Its: Vice President

STATE OF MICHIGAN)
COUNTY OF Macomb) ss

On this 25 day of January, 2005, before me a Notary Public in and for the County and State above written, personally appeared Paul Pelt, Vice President of Fifth Third Bank (Eastern Michigan), a Michigan banking corporation, to me known to be the person described herein, and acknowledged that he executed the same as his free act and deed on behalf of the corporation.

KATHY G. GOOD
Notary Public, St Clair County, MI
Acting in Macomb County
My Commission Expires 07/23/07

Kathy G. Good
NOTARY PUBLIC
County of St. Clair, State of Michigan
My commission expires: 7-23-07
Acting in Macomb County

Drafted by and When Recorded Return to:

✓ Scott I. Mirkes, Esq.
Jackier Gould
Second Floor, 121 West Long Lake Road
Bloomfield Hills, MI 48304-2719
(248) 642-0500

EXHIBIT "A"

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

Commencing at the Southwest Corner of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan; thence North 02°38'53" West 1354.37 feet along the West line of said Section 21 to the Place of Beginning; thence along the Northerly line of the proposed future development area of "Fox Ridge I of Hartland", a condominium for which the recording information and Livingston County Condominium Subdivision Plan number are not currently not available, the following five courses: (1) Southwesterly 251.21 feet along the arc of a 531.00 foot radius, non-tangential curve to the left, having a central angle of 27°06'23" and a long chord which bears South 59°11'32" West 248.88 feet, (2) Southwesterly 164.03 feet along the arc of a 284.00 foot radius reverse curve to the right, having a central angle of 33°05'32" and a long chord which bears South 62°11'06" West 161.76 feet, (3) Northwesterly 46.95 feet along the arc of a 27.00 foot radius compound curve to the right, having a central angle of 99°37'55" and a long chord which bears North 51°27'11" West 41.25 feet, (4) North 01°38'13" West 3.04 feet and (5) South 88°31'26" West 32.00 feet; thence North 08°43'30" West 73.61 feet; thence North 74°12'15" East 41.00 feet; thence North 55°46'38" East 99.08 feet; thence North 32°29'49" West 133.01 feet; thence North 57°30'11" East 33.69 feet; thence North 81°30'57" East 115.03 feet; thence North 78°50'51" East 303.26 feet; thence North 35°47'57" East 57.68 feet; thence North 69°24'16" East 160.82 feet; thence South 63°11'39" East 226.45 feet; thence South 86°38'55" East 315.39 feet; thence South 72°03'33" East 129.94 feet; thence North 20°21'17" East 67.67 feet; thence North 44°25'20" East 50.14 feet; thence North 36°03'41" East 91.01 feet; thence North 05°33'40" West 468.84 feet; thence North 84°26'20" East 180.62 feet; thence South 03°59'31" East 754.15 feet along the Westerly right-of-way of Whitmore Lake Road (Old U.S. 23); thence along the Northerly line of said "Fox Ridge I of Hartland" the following eight courses: (1) South 86°00'28" West 130.98 feet, (2) Northwesterly 40.60 feet along the arc of a 27.00 foot radius curve to the right, having a central angle of 86°09'36" and a long chord which bears North 50°54'45" West 36.88 feet, (3) Northwesterly 6.79 feet along the arc of a 301.00 foot radius reverse curve to the left, having a central angle of 01°17'32" and a long chord which bears North 08°28'43" West 6.79 feet, (4) South 81°30'42" West 32.00 feet, (5) Southwesterly 44.87 feet along the arc of a 27.00 foot radius, non-tangential curve to the right, having a central angle of 95°12'31" and a long chord which bears South 38°24'14" West 39.88 feet, (6) South 86°00'28" West 123.92 feet, (7) Northwesterly 221.66 feet along the arc of a 649.00 foot radius curve to the right, having a central angle of 19°34'08" and a long chord which bears North 84°12'28" West 220.58 feet and (8) Northwesterly 143.72 feet along the arc of a 701.00 foot radius reverse curve to the left, having a central angle of 11°44'49" and a long chord which bears North 80°17'48" West 143.47 feet; thence along the Northerly line of the proposed future development area of Fox Ridge I of Hartland, the following seven courses: (1) continuing Southwesterly 94.31 feet along the arc of a 701.00 foot radius reverse curve to the left, having a central angle of 07°42'29" and a long chord which bears South 89°58'33" West 94.24 feet, (2) South 86°07'18" West 96.10, (3) North 03°52'42" West 25.00 feet, (4) South 86°07'18" West 129.00 feet, (5) South 03°52'42" East 25.00 feet, (6) South 86°07'18" West 39.67 feet and (7) Southwesterly 123.97 feet along the arc of a 531.00 foot radius curve to the left, having a central angle of 13°22'35" and a long chord which bears South 79°26'01" West 123.69 feet to the Place of Beginning. Being a part of the Southeast 1/4 of Section 20 and part of the Southwest 1/4 of Section 21, Town 3 North, Range 6 East, Hartland Township, Livingston County, Michigan. Containing 8.83 acres of land, more or less, and subject to and/or together with easements and restrictions of record, if any.

Tax Parcel No. 08-21-300-025 (Part)

RECORDED

2005 FEB 22 A 9:11

COPY

SALLY REYNOLDS
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI

FOX RIDGE PLANNED DEVELOPMENT AGREEMENT
BETWEEN THE TOWNSHIP OF HARTLAND AND
FOX RIDGE HOMES, L.L.C.

THIS AGREEMENT, made this 10th day of January, 2005, is by and between the **TOWNSHIP OF HARTLAND**, a Michigan municipal corporation, located at 3191 Hartland Road, Hartland, Michigan 48353, hereinafter called "**Township**," and **Fox Ridge Homes, L.L.C.**, a Michigan limited liability company, with its principal address at 41050 Vincenti Court, Novi, Michigan 48375, hereinafter called "**Developer**".

RECITALS UNDERLYING THIS AGREEMENT.

Recital A. The Developer has asked the Township to approve a Planned Development Project ("PDP"), a residential condominium project ("Project") to be known as "Fox Ridge," which consists of one 4-unit residential building, twenty-four 6-unit residential buildings, and ten 12-unit residential buildings for a total of two hundred sixty-eight (268) units to be located in the southeast 1/4 of Section 20 and the southwest 1/4 of Section 21, on the real property that is the subject of this Agreement (the "Property"), and which is legally described as follows:

A parcel of land in the East ½ of the Southeast ¼ of Section 20 and in the West ½ of the Southwest ¼ of Section 21, T.3 N.-R.6 E., Hartland Township, Livingston County, Michigan, described as follows: Beginning at a point on the East line of said Section 20 which is 1195.53 feet; N. 02°-38'-53"W., of the Southeast corner of said Section 20; thence S. 53°-19'-16"W., 367.95 feet; thence S. 86°-03'-24"W., 696.00 feet; thence N. 37°-48'-05"E., 308.18 feet; thence N. 02°-38'-46"W., 268.50 feet; thence S. 86°-10'-04"W., 209.85 feet; thence N. 03°-37'-43"W., 174.16 feet; thence N. 79°-07'-16"E., 134.18 feet; thence S. 89°-03'-24"E., 255.25 feet; thence N. 74°-13'-39"E., 295.72 feet; thence N. 81°-50'-03"E., 351.57 feet; thence N. 03°-59'-31"W., parallel with the West line of Whitmore Lake Road (Old U.S. 23) 261.80 feet; thence N. 84°-26'-20"E., 1158.54 feet to said West line of said Whitmore Lake Road; thence S. 03°-59'-31"E., on said West line, 1141.07 feet; thence S. 86°-00'-30"W., 132.01 feet; thence N. 03°-59'-31"W., parallel with said West line of said Whitmore Lake Road, 10.76 feet; thence S. 86°-00'-30"W., 196.40 feet; thence N. 03°-59'-31"W., parallel with said West line of said Whitmore Lake Road, 82.60 feet; thence S. 85°-59'-16"W., 321.64 feet; thence N. 04°-00'-44"W., 199.49 feet; thence S. 86°-07'-18"W., 531.09 feet; thence S. 53°-19'-16"W., 2.13 feet to the point of beginning, containing 39.787 acres of land and subject to any easements of record.

Recital B. The name of the Project is Fox Ridge ("Fox Ridge").

Recital C. Article 29.00 of the Township of Hartland Zoning Ordinance, (herein referred to as the "Zoning Ordinance") requires the Developer to prepare a Planned Development Project Agreement ("Agreement") for review and approval by the **Township** attorney, engineer, and planner, and that reports be submitted by these individuals to the Township Board before final approval for the PDP is granted.

Recital D. Article 29.00 of the Zoning Ordinance requires that the Agreement state: (i) the specific principal use(s) which is (are) intended to occupy the Property; (ii) the specific plan for the site and for building improvements which are intended to be placed on the Property; and (iii) the designation of the appropriate zoning district(s) for the Property so as to permit occupancy for the intended use.

Recital E. The **Township** believes that it is in the best interests of its citizens to allow development of a residential condominium project to be known as "Fox Ridge" as a PDP together with the necessary rezoning.

Recital F. The **Township** hereby grants approval of the final PDP subject to **Developer's** compliance with the terms and conditions of this Agreement, the approved site plan, condominium master deed(s), and related documents, and applicable local, county, state, and federal laws and regulations.

Recital G. The **Township** desires to ensure that the Property is used and developed in accordance with the approved site plan, condominium master deeds, and applicable local, county, state and federal laws and regulations.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The Property is described above and made a part hereof.
2. An application and final site-plan package for the Planned Development Multiple Residential "PDMR" District with PDP overlay Project, including restrictions, the specific buildings and other site improvement plans, the principal uses of the Property, Master Deed of Fox Ridge I of Hartland and bylaws attached thereto recorded by the Livingston County Register of Deeds at Liber ____, page ____ through ____, Master Deed of Fox Ridge II of Hartland and bylaws attached thereto recorded by the Livingston County Register of Deeds at Liber ____, page ____ through page ____, Declaration of Covenants, Conditions and Restrictions – Fox Ridge of Hartland Community Association recorded by the Livingston County Register of Deeds at Liber ____, page ____ through page ____, any and all necessary easements or easements of record, including but not limited to the Agreement for Conservation Easement, which shall be executed and recorded in accordance with Paragraph 4.h of this Agreement, the Private Temporary Grading Easement Agreement recorded by the Livingston County Register of Deeds at Liber 4626, Pages 0089-0093, the 40' Temporary Grading Easement Agreement recorded by the Livingston County Register of Deeds at Liber 4626, Pages 0098-0102 and the Temporary Easement Agreement to

Construct and Utilize Cul-de-sac recorded by the Livingston County Register of Deeds at Liber 4626, Pages 0094-0097, (hereinafter collectively referred to as the "PDP Plan") were submitted to the Township of Hartland and subject to the **Developer** entering into this Agreement setting forth certain terms and conditions, was reviewed and approved by the Township Board pursuant to the Zoning Ordinance on August 17, 2004.

3. The Property shall only be developed in accordance with the PDP Plan. No buildings shall be constructed prior to recording the PDP Plan with the Livingston County Register of Deeds.

4. The components of the PDP are as follows:

a. The Property shall be located in a Planned Development ("PD") District. The Property shall be used for a multi-family attached residential condominium development. The Property consists of approximately thirty-nine and 79/100 (39.79) acres as described above, which shall be developed in two (2) Phases, i.e. Phase I and Phase II, in accordance with subsection 4.i and as depicted on the site plan attached hereto as Exhibit A.

b. The Project shall include entrances, landscaped areas, storm water system, sedimentation and outlets to existing wetlands, and other common elements to be constructed and located in accordance with the PDP Plan.

c. The following modifications and variances from the Zoning Ordinance are permitted without the necessity of **Developer** obtaining any further special approval therefore:

- (i) Building permits will be issued for the two model buildings as designated on the attached Exhibit B, provided the PDP Plan has been recorded with the Livingston County Register of Deeds and all necessary utilities are available and approved for use to such buildings. No individual building, whether intended as a model or otherwise, shall be constructed unless and until all necessary utilities are adequate and available for such building, including, but not limited to, sanitary sewer service.
- (ii) Density shall be 6.8 units per acre in accordance with the PDP Plan.
- (iii) With regard to setbacks, **Developer** is permitted to build fifteen (15) feet from the south property line abutting the Shops at Waldenwoods, twenty-nine and 24/100 (29.24) feet from the North property line abutting the adjacent residentially zoned property, and seventeen and 79/100 (17.79) feet from a portion of the north property line in accordance with the PDP Plan.
- (iv) The maximum length of the buildings shall not exceed one hundred eighty (180) feet.
- (v) The offsets between the units are less than forty percent (40%) of the linear distance of the shorter of the adjoining walls.

- (vi) The maximum number of buildings and units per building shall not exceed twelve (12) units and shall be located and constructed in accordance with the PDP Plan.
 - (vii) At **Developer's** discretion, a sales trailer may be located and operated on the Property for a period not exceeding one (1) calendar year, which shall commence on January 4, 2005.
 - (viii) At **Developer's** discretion, a construction trailer may be located and operated on the Property through the construction period.
 - (ix) Visitor parking spaces may be located within ten (10) feet of the Property line.
 - (x) Parking is permitted on one side of all streets.
 - (xi) Facades are permitted to feature more than ten percent (10%) vinyl siding pursuant to the approved architectural plans.
- d. The **Developer** shall execute a Special Assessment Contract ("SAC") with the **Township** in a form that substantially complies with the model SAC attached hereto as Exhibit C and which is intended to provide for sanitary sewer service to the PDP.
- e. The Project will include two (2) separate condominium associations; one for the 6 and 4-unit buildings, and one for the 12-unit buildings.
- f. **Developer** agrees that if any trees shown to be preserved are removed or damaged during construction, such trees shall be replaced in accordance with Article 7.06 of the Zoning Ordinance.
- g. **Developer** agrees that the following off-site public improvements shall be constructed by **Developer** at its expense and in accordance with the PDP Plan: (i) sidewalks along the west side of Old US-23 where abutting the Property; (ii) curb cuts for entranceways and acceleration and deceleration lanes to entranceways, where required, shall be constructed in accordance with the Livingston County Road Commission standards and specifications; and (iii) all necessary utility connections. The following on-site improvements/common elements shall be constructed by **Developer** in accordance with the PDP Plan: (i) sidewalks; (ii) swimming pool, changing area(s) and related buildings or structures; (iii) nature trails; (iv) landscaping and irrigation; (v) boulevard island(s); (vi) brick wall signage; (vii) street lights; (viii) retaining walls; (ix) public water and public sanitary and storm sewers; (x) parking areas or lots; and (xi) private roads.
- h. The **Developer** shall execute, record and provide a recorded copy to the Township of a conservation easement for the wetland area(s) in a form that substantially complies to the Agreement for Conservation Easement, attached hereto as Exhibit D.
- i. Subject to delays from strike, lock-out, labor disputes, inability to obtain labor or materials or reasonable substitutes therefore, acts of God, unusual governmental

restrictions, regulation or control including undue delays in issuing permits or completing inspections, enemy or hostile government action, terrorism, civil commotion, insurrection, sabotage, fire or other casualty, or any other condition beyond **Developer's** reasonable control (collectively "Force Majeure Events"), **Developer** agrees to use reasonable commercial efforts to complete the Project in accordance with the following schedule:

Phase I

Grading and Utilities: August, 2004 - March, 2005

Road Paving: April, 2005 - June, 2005

Home Construction: November 2004 - December 2006

Swimming Pool Construction - September, 2005

Phase II

Grading and Utilities: November 2005 - March 2006

Road Paving: April 2006 - May 2006

Home Construction: March 2006 - December 2007

If any of the Force Majeure Events occur causing a delay in the schedule, **Developer** shall, with documented proof of delay, request the **Township** to amend this Agreement to conform to a revised schedule for completion. **Developer's** requested amendment for an extension for completion shall not be unreasonably withheld.

5. In the event of any conflict between this Agreement, and any state law, Township Ordinance or any other matter relied upon by the Planning Commission, Township Board, or the Township Administration or its departments, this Agreement shall control.
6. This Agreement shall be binding upon the parties, and their successors and assigns.
7. This Agreement shall run with the Property and shall be recorded in the Livingston County Register of Deeds office. A recorded copy of this Agreement, including all of its exhibits and attachments, shall be provided by the **Developer** to the Township.
8. This Agreement sets forth the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, representations and warranties, either oral or in writing, of the parties hereto. No change or modification of this Agreement shall be valid unless the same is in writing and signed by all of the parties hereto.
9. Any notice, demand, consent, authorization or other communication (collectively, a "Notice") which either party is required or may desire to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving such Notice (or such party's attorney), and delivered personally (upon an officer, general partner or officer of a general partner of the other party if such party is not an individual or to such individual as may be noted in the addresses stated below) to the other party (or the other party's attorney) or by registered or certified mail of the United States Postal Service, return receipt requested, and addressed to the other party as follows (or to such other address or person as either party or person entitled to notice may, by notice to the other specify):

To Township:
Township of Hartland
3191 Hartland Road
Hartland, Michigan 48353

with a copy to:
Michael Homier, Esq
Foster, Swift, Collins & Smith, P.C.
313 S. Washington Square
Lansing, Michigan 48933

To Developer:
Fox Ridge Homes L.L.C.
41050 Vincenti Drive
Novi, Michigan 48375
Fax: (248) 615-4129
Attn: Mr. Bernard Gliberman

with a copy to:
Frank J. Elias, Esq.
Elias & Elias, P.C.
5777 W. Maple, Suite 120
West Bloomfield, Michigan 48322
Fax: (248) 865-8790

Unless otherwise specified, Notices shall be deemed given when received, but if delivery is not accepted, on the earlier of the date delivery is refused or the third business day after the same is deposited with the United States Postal Service. Any Notices given by or to a party to this Agreement may be provided by or to that party's attorney.

10. The parties agree that they will, at any time, duly execute and deliver to either party any additional documents and instruments that a party may reasonably determine to be necessary in connection with the transaction contemplated herein, and the failure of a party to demand such documents or instruments on or before the date hereof shall not alleviate the obligation of any party to execute and deliver same at any time, upon the written demand of a party.

11. This Agreement is being executed and delivered in the State of Michigan, and shall be governed by and construed and enforced under the laws of the State of Michigan.

Witnesses:

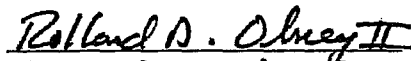

Larry J. Hopkins, Witness

Township of Hartland, a Michigan
municipal corporation

By 
Donald A. Rhodes, Township Supervisor

Dated: January 10, 2005


Dated: January 10, 2005


Rolland D. Olney II
, Witness

Dated: January 10, 2005

Acknowledged before me in Livingston County, Michigan, on January 10, 2005, by Donald A. Rhodes, Supervisor of the Township of Hartland.

ANN ULRICH
Notary Public, Livingston County, MI
My Commission Expires 06-10-2005




, Notary Public


County, Michigan
Acting in Livingston County
My Commission Expires:

ANN ULRICH
Notary Public, Livingston County, MI
My Commission Expires 06-10-2005

Witnesses:

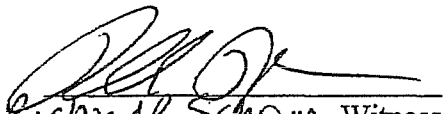
Fox Ridge Homes, L.L.C., a Michigan
limited liability company


PATRICIA A. GORTON, Witness

By: 
Bernard Gliberman, Manager

~~January~~ February
Dated: ~~January~~ 18, 2005

~~January~~ February
Dated: ~~January~~ 18, 2005


Richard R. Schram, Witness

~~January~~ February
Dated: ~~January~~ 18, 2005

Acknowledged before me in OAKLAND County, Michigan, on ~~January~~ ^{FEBRUARY} 18, 2005 by
Bernard Gliberman, Manager of Fox Ridge Homes, L.L.C., a Michigan limited liability company,
for the company.

PATRICIA A. GORTON
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Oct 19, 2005

Acting in Oakland
County



, Notary Public
County, Michigan

Acting in
My Commission Expires:

Drafted By And When Recorded Return To:
Frank J. Elias, Esq. (P47356)
Elias & Elias, P.C.
5777 W. Maple, Suite 120
West Bloomfield, Michigan 48322
(248) 865-8400

