

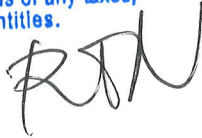
RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2018 OCT 12 PM 3:13

168699
LIBER 52269 PAGE 195
\$26.00 MISC RECORDING
\$4.00 REMONUMENTATION
10/15/2018 03:44:40 P.M. RECEIPT# 117357
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

OAKLAND COUNTY TREASURERS CERTIFICATE
This is to certify that there are no delinquent property
taxes as of this date owed to our office on this property.
No representation is made as to the status of any taxes,
tax liens or titles owed to any other entities.

002660 OCT 15 2018



MASTER DEED

5.00
ANDREW E. MEISNER, County Treasurer
Sec. 135, Act 206, 1893 as amended

PINE VISTA
(A Residential Condominium)

OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 2251

This Master Deed is made and executed on Oct 11, 2018, by Pulte Homes of Michigan LLC, a Michigan limited liability company ("Developer"), whose address is 100 Bloomfield Hills Parkway, Bloomfield Hills, Michigan 48304, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended) (the "Act").

RECITALS

Developer desires by recording this Master Deed, together with the Bylaws attached as Exhibit A and together with the Condominium Subdivision Plan attached as Exhibit B (both of which are incorporated by reference and made a part of this Master Deed), to establish the real property described in Article 2 below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

Developer does, upon recording this Master Deed, establish Pine Vista as a Condominium Project under the Act and declares that Pine Vista (referred to as the "Condominium," the "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner used subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium, their grantees, successors, transferees, heirs, personal representatives and assigns.

88P

The Project consists of 79 Units which are the individual sites on which residential dwellings and other improvements may be constructed. Each Condominium Unit consists only of the land within the perimeter of the Unit and each Unit is capable of individual use because it has access to a public road. Each Unit Owner will hold an absolute and undivided title to such Owner's Unit and to the dwelling and other improvements located on it, to the extent such

improvements are not designated in the Master Deed as Common Elements, and an undivided inseparable right to share with other Co-Owners the Common Elements of the Condominium.

In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE 1.
TITLE AND NATURE

The Condominium Project shall be known as Pine Vista, Oakland County Condominium Subdivision Plan No. 2251. The engineering and architectural plans for the Project, if any, are on file with the Charter Township of Independence. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each individual Unit has been created for residential purposes and each Unit is capable of individual use. Each Co-Owner in the Condominium Project shall have an exclusive right to such Co-Owner's Unit except to the extent of any Common Elements located thereon, and shall have an undivided and inseparable rights to share with the other Co-Owners the Common Elements of the Condominium Project as are designated by the Master Deed. Nothing in this Master Deed shall be construed to impose upon Developer any contractual or other legal obligation to build, install or deliver any structure or improvement which is labeled on the Condominium Subdivision Plan attached as Exhibit B as "need not be built."

ARTICLE 2.
LEGAL DESCRIPTION

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

LEGAL DESCRIPTION – PINE VISTA

PART OF THE NORTHEAST 1/4 OF SECTION 23, T4N-R9E, INDEPENDENCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23; THENCE S01°29'31"E 663.82 FEET (S00°21'20"W 660.00 FEET RECORDED) ALONG THE EAST LINE OF SAID SECTION 23 AND THE CENTERLINE OF CLINTONVILLE ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING S01°29'31"E 990.20 FEET ALONG THE EAST LINE OF SAID SECTION 23 AND THE CENTERLINE OF SAID CLINTONVILLE ROAD; THENCE S88°12'08"W 334.87 FEET (S89°28'30"W 335.08 FEET RECORDED); THENCE S01°31'24"E 130.00 FEET (S00°21'20"W 130.00 FEET RECORDED); THENCE CONTINUING SOUTH S01°31'24"E 204.57 FEET; THENCE S87°48'35"W (S89°28'25"W RECORDED) 998.47 FEET; THENCE N01°57'42"W 676.10 FEET; THENCE N00°58'57"W 658.36 FEET; THENCE N88°19'23"E 1332.77 FEET (S89°48'25"E 1332.85 FEET RECORDED) TO THE POINT OF BEGINNING, CONTAINING 38.17 ACRES OF LAND, MORE OR LESS.

Parcel No. 08-23-200-006; 08-23-200-007; 08-23-200-008; 08-23-200-015 *pt*

Together with and subject to the following:

1. Liens for taxes and assessments not yet due and payable.

2. Laws, ordinances and regulations of applicable governmental authorities.
3. Rights of the public in any land taken, used or granted for streets, roads or highways.
4. Any liens, rights, easements, interests, encumbrances, or claims as shown by the Public Records for Oakland County.

ARTICLE 3.
DEFINITIONS

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

Section 3.1 Act. The “Act” means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 3.2 Association. “Association” means the Pine Vista Condominium Association, which is the non-profit corporation organized under Michigan law, of which all Co-Owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3.3 Bylaws. “Bylaws” means Exhibit A hereto, being the By-laws setting forth the substantive rights and obligations of the Co-Owners and required by Section 3(9) of the Act to be recorded as part of the Master Deed. The By-laws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 3.4 Common Elements. “Common Elements,” where used without modification, means both the General and Limited Common Elements described in Article 4 below.

Section 3.5 Condominium Documents. “Condominium Documents” means and includes this Master Deed and Exhibits A and B hereto, the Articles of Incorporation, and the rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 3.6 Condominium Premises. “Condominium Premises” means and includes the land described in Article 2 above and all easements, rights and appurtenances belonging to Pine Vista as described above.

Section 3.7 Condominium Project, Condominium or Project. “Condominium Project”, “Condominium” or “Project” means Pine Vista as a Condominium Project established in conformity with the provisions of the Act.

Section 3.8 Condominium Subdivision Plan. “Condominium Subdivision Plan” or “Plan” means Exhibit B hereto.

Section 3.9 Consolidating Master Deed. “Consolidating Master Deed” means the final amended Master Deed, if any, which shall describe Pine Vista as a completed Condominium Project and shall reflect the land area, if any, converted pursuant to Article 8 below, contracted pursuant to Article 9 below, or expanded pursuant to Article 10 below from time to time, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted, if necessary. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto, but until such time, the terms of this Master Deed, as it may be amended, shall control. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Oakland County Register of Deeds confirming that the Units and Common Elements “as built” are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

Section 3.10 Construction and Sales Period. “Construction and Sales Period,” for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as Developer owns any Unit which it offers for sale, and for so long as the Developer continues or proposes to construct or is entitled to construct additional Units.

Section 3.11 Co-Owner. “Co-Owner” means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term “Owner”, wherever used, shall be synonymous with the term “Co-Owner.” 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 shall 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. 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. “Owner” or “Co-Owner” shall not include a mortgagee of a Unit unless and until such mortgagee acquires fee simple title to the Unit by foreclosure or other proceeding or conveyance in lieu of foreclosure and shall not include any interest in a Unit held as security for the performance of any obligation. In the event more than one person or entity owns an interest in fee simple title to any Unit, or has an interest as a land contract vendee (other than Units owned by Developer), the interests of all such persons collectively shall be that of one Co-Owner.

Section 3.12 Developer. “Developer” means Pulte Homes of Michigan LLC, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term “Developer” whenever such terms are used in the Condominium Documents.

Section 3.13 Entrance Way, Landscaping and Perimeter Improvements. “Entrance Way, Landscaping and Perimeter Improvements” means any entranceway signs and monuments, landscaping and related improvements, any common lighting, common pathways and any perimeter landscaping or fencing installed by Developer within the Condominium.

Section 3.14 First Annual Meeting. “First Annual Meeting” means the initial meeting at which non-developer Co-Owners are permitted to vote for the election of Directors and upon all other matters that properly may be brought before the meeting. Such meeting is to be held (a) in Developer's sole discretion after fifty percent (50%) of the Units that may be created are sold to non-developer Co-Owners, or (b) mandatorily within (i) fifty-four (54) months from the date of the first Unit conveyance, or (ii) one hundred twenty (120) days after seventy-five percent (75%) of all Units that may be created are sold and conveyed, whichever first occurs.

Section 3.15 Open Space Areas. “Open Space Areas” means the open space areas, woodlands, natural areas, and parks within the Project as shown on Exhibit B, together with any related improvements, including but not limited to certain landscaping areas, woodland and wetland areas, and a proposed hard surface walking pathway as described in the attached Exhibit B.

Section 3.16 PUD Documents. “PUD Documents” means and includes, Chapter 50, Article 9, Section 9.02 of the Township Code of Ordinances, as amended; the PUD Plans for the Planned Unit Development, as approved by the Township Board on the date of adoption of the PUD Ordinance by the Township Board and referred to herein as the “PUD Plans,” which shall be maintained on file in the offices of the Township and Developer; the Permit Conditions for the Planned Unit Development, dated August 22, 2018; the Development Agreement for the Planned Unit Development, dated August 22, 2018 recorded at Liber 52149, Page 419, Oakland County Records; all applicable Township ordinances and design standards for the R-1A District of the Township Zoning Ordinance of which apply to this Development pursuant to Section 9.02.C.4 of the Township Zoning Ordinance, except those deviations set forth in the Permit Conditions; any and all conditions of the approval of the Township Board and Planning Commission pertaining to the Development as reflected in the official minutes of such approvals; and the “Pine Vista PUD Ordinance,” as approved by the Township Board on May 15, 2018.

Section 3.17 Residential Builder. “Residential Builder” means any person licensed as a residential builder under Article 24 of the Occupational Code of Michigan, Public Act 299 of 1980, and who acquires title to one or more Units in the Condominium for the purpose of constructing a Residence on the Unit and subsequently reselling the Unit.

Section 3.18 Roads. “Roads” mean the Roads located within the Project, including any boulevard islands and turning circles. The Roads within Pine Vista are intended to be private roads to be maintained by the Association as described in Article 4 below, including snow and ice removal and landscaping of turning circles, boulevard islands and entrance areas.

Section 3.19 Sidewalks. “Sidewalks” mean the internal sidewalks along the Roads in the Condominium.

Section 3.20 Storm Water Drainage Facilities. “Storm Water Drainage Facilities” means the storm water drainage facilities serving the Project and providing for storm water drainage for the Project including, without limitation, the areas of surface drainage, storm water

pipes detention basins, and Offsite Storm Water Drainage and Sanitary Sewer Easement shown on Exhibit B.

Section 3.21 Township. “Township” means the Charter Township of Independence.

Section 3.22 Transitional Control Date. “Transitional Control Date” means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-Owners unaffiliated with the Developer exceed the votes which may be cast by Developer.

Section 3.23 Unit or Condominium Unit. “Unit” or “Condominium Unit” each means a single Unit in Pine Vista as such space may be described in Article 5, Section 5.1 hereof and on Exhibit B hereto, and shall have the same meaning as the term “Condominium Unit” as defined in the Act.

Section 3.24 Offsite Storm Water Drainage and Sanitary Sewer Easement. “Offsite Storm Water Drainage and Sanitary Sewer Easement” means collectively the two separate easement agreements for the construction, maintenance and repair of offsite Storm Water Drainage and Sanitary Sewer Facilities benefiting Pine Vista and the Township, between the Developer’s predecessor in interest and the owners of the properties located adjacent to Pine Vista as further described in Article 4 herein. The Offsite Storm Water Drainage and Sanitary Sewer Easement are part of the Storm Water Drainage Facilities.

Section 3.25 Wetlands. “Wetlands” means the wetland areas and ponds within the Project as shown on Exhibit B.

ARTICLE 4. **COMMON ELEMENTS; USE OF COMMON ELEMENTS AND UNITS**

The Common Elements of the Project as described herein and as described in Exhibit B attached hereto, as may be modified from time to time pursuant to certain other provisions of this Master Deed and the Bylaws attached as Exhibit A, and the respective responsibilities for maintenance, decoration, repair or replacement are as follows:

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

4.1.1 Land. The land described in Article 2 above (other than that portion thereof described in Section 4.2 or Section 5.1 below or in Exhibit B, attached, as constituting the Condominium Units or Limited Common Elements), including riparian and littoral rights, if any, attributable to such land, and including the Open Space Areas, and other land areas designated as General Common Elements on attached Exhibit B.

4.1.2 Roads. The interior Roads throughout the Condominium as shown on Exhibit B, including any Sidewalks, turning circles or boulevard islands within the Roads. Developer intends that the Roads shall remain private Roads and shall be maintained by the Association as described in Section 6.5 below, including snow and ice removal and landscaping of turning circles, boulevard islands and entrance areas. The Owners of Units in the Condominium shall be responsible for and shall be assessed by the Association a share of the cost of insurance, maintenance, repair and replacement of

the Roads (including snow and ice removal) based on each Unit Owner's Percentage of Value as set forth in Section 5.2 below.

4.1.3 Surface Improvements. Surface improvements not identified as Limited Common Elements and not located within the boundaries of a Unit, including the Entrance Way, Landscaping and Perimeter Improvements, the Sidewalks, turning circles and boulevard islands within the Roads and any surface improvements in the Open Space Areas, including the hard surface pathway as described on Exhibit B attached hereto.

4.1.4 Easements. All beneficial utility, drain, access and other easements pertaining to the Condominium Project, including the Offsite Storm Water Drainage and Sanitary Sewer Easement described herein.

4.1.5 Utilities. Some or all of the utility lines and appurtenances, including electric, telephone and telecommunications, gas, water, sanitary sewer and Storm Water Drainage Facilities described below may be owned by or dedicated to the local public authority, or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-Owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any. Certain utilities as shown on Exhibit B may be conveyed or dedicated to the Township or other governmental authorities, and except to the extent of such conveyance or dedication, such utilities shall be General Common Elements.

4.1.6 Electrical. Subject to 4.1.5, the electrical transmission system throughout the Project up to, but not including the electric meters for each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.7 Telephone and Telecommunications System. Subject to 4.1.5, the telephone or telecommunications equipment and system throughout the Project up to the point of connection to each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.8 Gas. Subject to 4.1.5, the gas distribution system throughout the Project up to the point where it is stubbed for connection with each residential dwelling now or hereafter constructed within the perimeter of a Unit.

4.1.9 Water. Subject to 4.1.5, the water distribution system throughout the Project up to the point where service is stubbed for connection with each residential dwelling now or hereafter constructed within the perimeter of a Unit. It is intended that the water mains in the Project will be dedicated to the Township as public utilities.

4.1.10 Sanitary Sewer. Subject to 4.1.5, the sanitary sewer system throughout the Project, up to the point where service is stubbed for connection with each residential dwelling now or hereafter constructed within the perimeter of a Unit. It is intended that the sanitary sewer mains will be dedicated to the Township as public utilities.

4.1.11 Storm Water Drainage Facilities. Subject to 4.1.5, the Storm Water Drainage Facilities throughout the Project and related improvements shown on Exhibit B,

including those areas of surface drainage, storm water pipes, detention basins and the Offsite Storm Water Drainage and Sanitary Sewer Easement.

4.1.12 Other; No Limited Common Element Yard Areas. Such other elements of the Project not designated as Limited Common Elements which are not located within the perimeter of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project. The landscaped areas, green spaces and other land surrounding the Units are General Common Elements.

Section 4.2 Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-Owners of the Units to which the Limited Common Elements are appurtenant. Other than the building foundations, driveways, walks, and any patios and decks installed by the Developer or the Unit Owner serving Units and dwellings, there are currently no Limited Common Elements in the Project. Developer reserves the right to add Limited Common Elements by amendment to the Master Deed pursuant to Article 7 below.

Section 4.3 Responsibilities. The respective responsibilities for the maintenance, reconstruction, repair and replacement of the Common Elements are as follows:

4.3.1 Co-Owner Responsibilities. The responsibility for, and the costs of insurance, maintenance, decoration, repair and replacement of any and all structures and improvements, including snow and ice removal on porches, patios and decks located within or upon a Unit and any appurtenant Limited Common Elements, and the cost of utilities serving the Co-Owner's Unit shall be borne by the Co-Owner of the Unit.

4.3.1.1. The Association shall undertake snow and ice removal on driveways and front walks.

4.3.1.2. Co-Owners shall be solely responsible for the maintenance, repair, replacement and insurance of the residence constructed by the Builder within the boundaries of the Unit. Co-Owners shall be solely responsible for repair and replacement of any Limited Common Elements, including but not limited to any driveways, walkways, and patios or decks installed by the Developer or Unit Owner.

4.3.2 Association Responsibilities. The Association by its Board of Directors, including the First Board of Directors controlled by Developer shall have the authority and the responsibility, at its own expense, to operate, insure, maintain, repair and replace, the General Common Elements within the Condominium, including, but not limited to, all maintenance and improvements required in accordance with the approved PUD Documents. The cost of insurance, maintenance, repair and replacement of all General Common Elements shall be borne by the Association subject to any provisions of the Master Deed and Bylaws expressly to the contrary, and assessed to the Co-owners as set forth in the Bylaws. The Association may establish a reserve fund or other form of assessment in accordance with Article 2 of the Bylaws for costs associated with maintenance, repair and replacement of the Roads and other General Common Elements. Such Association responsibilities include the following without limitation:

4.3.2.1. The internal Roads shall be private Roads and shall be operated, insured, repaired and maintained by the Developer until such time as construction of the Roads has been completed. Thereafter the Association shall operate, insure, repair, maintain and replace the Roads and the costs shall be billed to the Unit Owners as set forth in Article 2 of the Bylaws.

4.3.2.2. The internal Sidewalks along the Roads shall be maintained and repaired in a safe, unobstructed, and passable condition by the Developer until such time as construction has been completed. The Association shall thereafter insure, maintain, repair and replace the internal sidewalks and sidewalks serving the dwelling Unit and bill the costs to the Unit Owners as set forth in Article 2 of the Bylaws.

4.3.2.3. Landscaping and landscaping amenities within the General Common Elements shall be completed, maintained, and replaced as shown and described in the approved landscape plans, details, and information that are part of the approved PUD Documents. Such landscape and landscape amenities include, but are not limited to, the heavily landscaped greenbelt and retaining wall along Clintonville Road, preservation of existing tree rows as buffers to neighboring properties, and the installation of street trees. After installation of the landscaping and landscape amenities by the Developer, the Association shall thereafter insure, maintain and replace the landscaping and landscaping amenities, except Unit owners shall be responsible for maintenance of street trees on the lawn extension between the Co-owner's Unit and the street pavement. Maintenance of the retaining wall along Clintonville Road shall be in accordance with the maintenance standards of the Road Commission for Oakland County and in accordance with the approved PUD Documents.

4.3.2.4. The Open Space Areas and natural preservation areas within the Open Space Areas as shown on the PUD Plans and on Exhibit B shall be perpetually preserved in their natural state and remain unimproved (except as specifically indicated on the PUD Documents) as protected open space, drainage courses, and natural preserves, in accordance with the PUD Documents.

4.3.2.5. Storm Water Drainage Facilities shall be constructed by Developer and after construction shall be insured, maintained and repaired by the Association so that they continue to function as intended in accordance with the PUD Documents and all applicable ordinances, laws, codes, standards, and regulations.

4.3.2.6. Any other General Common Elements that benefit of all Unit Owners within the Condominium shall be maintained in good working order and appearance at all times by the Association and in accordance with the PUD Documents and this Master Deed and Exhibits A and B attached hereto and incorporated herein.

Section 4.4 Township Rights. In the event that there is a failure to comply with or timely or properly perform any obligation or undertaking as required under or in accordance with the PUD Documents, the Township may serve written notice upon the Developer and/or the

Association, and all other record owners of real property within the Pine Vista setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place for a hearing before the Township Board, or such other board, body, or official delegated by the Township Board, for the purpose of allowing the violating party an opportunity to be heard as to why the Township should not proceed with the actions set forth in Subsections (A) and (B) below. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. The foregoing notice and hearing requirements shall not be necessary in the event the Township determines in its discretion that an emergency situation exists and immediate action is required. If, following the hearing described above, the Township Board, or such other board, body, or official designated to conduct the hearing, shall determine in its discretion, that the obligation has not been fulfilled or failure corrected within the time specified in the notice, or if an emergency circumstance exists as determined by the Township in its discretion, the Township shall thereupon have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under Township ordinances and/or State laws:

4.4.1 Enter upon the applicable portion of the Condominium, or cause its agents or contractors to enter the applicable portion of the Condominium, and perform such obligation or take such corrective measures as reasonably found by the Township to be appropriate. The cost and expense of making and financing such actions by the Township, including notices by the Township and legal fees incurred by the Township, plus an administrative fee in an amount equivalent to twenty-five percent (25%) of the total of all such costs and expenses incurred, shall be paid by the Developer, and/or Association as applicable within thirty (30) days of a billing to the Developer and/or Association, as applicable. A billing which has been unpaid by the Developer, and/or the Association as applicable, for more than thirty (30) days shall constitute a lien on a prorata basis as to each Unit in the Project and may be placed on the delinquent tax rolls of the Township relative to and any condominium units within the Condominium, to accumulate interest and penalties, and to be deemed and collected, as and in the same manner as made and provided for collection of delinquent real property taxes. In the discretion of the Township, such costs and expenses may be collected by suit initiated against the Developer and/or Association, as applicable, and in such event, the Developer and/or Association as applicable, shall pay all court costs and attorney fees incurred by the Township in connection with such suit if the Township prevails in collecting funds thereby.

4.4.2 Initiate legal action for the enforcement of any of the provisions, requirements, or obligations set forth in Paragraph 3.B., above. A failure to comply with the PUD Documents shall constitute a nuisance per se which shall be abated. The Developer and the Township therefore agree that, in the event of a failure to comply with or timely and properly perform any obligation or undertaking required under or in accordance with the PUD Documents, the Township shall, in addition to any other relief to which it may be entitled at law or in equity, be entitled under this provision to relief in the form of specific performance and an order of the court requiring abatement of the nuisance per se. In the event the Township obtains any relief as a result of such litigation, the violating party shall pay all court costs and attorney and witness fees incurred by the Township in connection with such suit. The provisions and remedies in this Section (c) are in addition to, and not exclusive of, any remedies provided in applicable Township Ordinances or the PUD Documents.

4.4.3 The Association shall not be responsible for performing any maintenance, repair or replacement with respect to residences and related appurtenances located within the Condominium Units.

Section 4.5 Residential Use; Preservation Areas. The use of the Units is limited to residential use in accordance with this Master Deed and Exhibits, the ordinances of the Township, the PUD Documents, and the requirements of other applicable governmental authorities. The natural features preservation areas within the Condominium shall remain undisturbed except for improvements as shown and described on the PUD Documents. Unit Owners and their guests, occupants and invitees shall not disturb or disrupt the natural features preservation areas.

Section 4.6 PUD Agreement. The Project is subject to the terms of the PUD Agreement between Developer and the Township recorded in Oakland County Records. The PUD Agreement contains certain development requirements for location and construction of residences in the Condominium, including setbacks, lot sizes, dimensions and other requirements as set forth in detail in the PUD Agreement, and provides the Township with enforcement remedies as set forth in the PUD Agreement and this Master Deed.

Section 4.7 Use of Common Elements and Units. No Co-Owner shall use the Co-Owner's Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of the Co-Owner's Unit or the Common Elements.

Section 4.8 Residential Use. The use of the Units is limited to residential use in accordance with this Master Deed and Exhibits, the ordinances of the Township and the requirements of other applicable governmental authorities.

Section 4.9 Wetlands. The Wetlands located on the Condominium shall not be occupied or disturbed without the prior written approval of Developer, the Association and applicable governmental authorities.

Section 4.10 Woodlands and Natural Areas. The portion of the Open Space Areas consisting of woodlands and natural areas shall remain primarily in their natural state, except for existing and potential future pedestrian, non-motorized access points, and passive recreational activities including without limitation hiking trails, and except for utility crossings, storm water drainage and other improvements shown on plans and submissions approved by the Township and Developer.

Section 4.11 Offsite Storm Water Drainage and Sanitary Sewer Easement. The Project is subject to the terms of the Offsite Storm Water Drainage and Sanitary Sewer Easement described in Section 3.24 above governing the installation, management, maintenance, repair and upkeep of a storm water drainage and sanitary sewer facilities, portions of which are located on the properties located adjacent to Pine Vista, as shown on the Exhibit B Condominium Subdivision Plans attached hereto. In accordance the Offsite Storm Water Drainage and Sanitary Sewer Easement, the Developer and the Association (after the Transitional Control Date) shall be responsible for insurance, maintenance, repair and replacement of the Storm Water Drainage Facilities, including the portion of storm water drainage and sanitary sewer facilities governed by the Offsite Storm Water Drainage and Sanitary Sewer Easement. The cost of insurance,

maintenance, repair and replacement of all General Common Elements, which include the Storm Water Drainage Facilities and the Offsite Storm Water Drainage and Sanitary Sewer Easement shall be borne by the Association subject to any provisions of this Master Deed or Bylaws expressly to the contrary, and assessed to the Co-Owners as set forth in the Bylaws.

ARTICLE 5.
UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1 Description of Units. The Project contains 79 Units numbered 1 through 79 inclusive. Each Unit in the Condominium Project is described in this Section with reference to the Condominium Subdivision Plan of Pine Vista surveyed by Diffin-Umlor & Associates and attached as Exhibit B. Each Unit shall consist of the land and area contained which shall be co-extensive with the foundation plan of the dwelling or residence to be constructed within the Unit boundaries as shown on attached Exhibit B and delineated with heavy outlines. Any structure, improvements or driveways constructed or on the Common Elements, within the Unit shall be built in accordance with the requirements of this Master Deed and Exhibits, and in accordance with the requirements of applicable governmental authorities including the Township. There are no Limited Common Element yard areas associated with the Units. Yard areas and landscaping around Units are General Common Elements.

Section 5.2 Percentage of Value. The percentage of value assigned to each Unit shall be equal and the number obtained by dividing 100 by the number of Units in the Condominium.

The determination that the percentages of value of each Unit is equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there are no material differences among the Units insofar as the allocation of percentage of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Unit's respective share of the Common Elements of the Condominium Project, and the proportionate share of each Unit in the proceeds and the expenses of administration, and the vote attributed to each Unit at meetings of the Association. The total value of all of the Units of the Project is one hundred percent (100%).

ARTICLE 6.
EASEMENTS, RESERVATIONS AND AGREEMENTS

Section 6.1 Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance, repair or reconstruction of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings and improvements for the continuing maintenance and repair of all utilities in the Condominium. This section shall not be construed to allow or permit any encroachment upon, or an easement for an encroachment upon, a Unit, without the consent of the Co-Owner of the Unit to be burdened by the encroachment or easement, except for easements described in Section 4.1.4 above. Developer hereby reserves and declares permanent and perpetual non-exclusive easements to the Township, Oakland County and all other government authorities or companies providing, operating and/or maintaining utility services and their respective successors, assigns and transferees for ingress and egress in, over, under and

through all Roads, Sidewalks, walkways and the other General Common Elements and the Limited Common Elements identified in Article 4 in the Condominium for the operation, maintenance, repair and replacement of the water supply system, sanitary sewer system, Storm Water Drainage Facilities, gas and electrical lines and all other utility lines or systems, and permanent easements to use, tap into, enlarge or extend all utility lines in the Condominium, including, without limitation, all water, gas, electric and sanitary sewer lines and Storm Water Drainage Facilities, all of which easements shall be for the benefit of the Project, and the Area of Future Development. These easements shall run with land in perpetuity. Developer has no financial obligation to support such easements or facilities within them.

Section 6.2 Easement in Favor of the Association. There shall be easements to and in favor of the Association and their respective officers, directors, agents, and designees, in, on and over all Units and Common Elements in the Project for access to the Units, Storm Water Drainage Facilities, water and sewage disposal systems and other utilities, and the exterior and interior of each of the buildings that is now existing or hereafter constructed within the Project to permit the maintenance, repair, replacement, and/or decoration thereof in accordance with this Master Deed. Each Co-Owner shall be primarily responsible for maintenance of the exterior of all structures and improvements within a Co-Owner's Unit as set forth in Article 4 above. In the absence of performance by the Co-Owner involved, the Association may undertake the maintenance of a Unit or the exterior of structures and improvements and lawn and landscaping. If such work is performed upon a Unit by the Association, the Co-Owner of the Unit shall reimburse the Association for all costs incurred by the Association within fifteen (15) days of billing or the Association shall have the right to recover its expenses in the same manner as established for the collection of assessments in Article 2 of the Bylaws. In no event shall the Association be liable for the decoration, maintenance, repair, or replacement of any portion of the interior or exterior of a structure or other improvements on any Unit. There also shall exist easements to and in favor of the Association and their respective officers, directors, agents, and designees, in, on and over all Units and Common Elements of the Project including easement areas located in the portion of the Condominium which may in the future be designated as Area of Future Development for access to and maintenance of those Common Elements of the Project for which the Association may from time to time be responsible.

Section 6.3 Grant of Easements by Association. The Association, acting through their respective lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date), shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium, subject, however, to the approval of Developer so long as the Construction and Sales Period has not expired.

Section 6.4 Easements for Maintenance, Repair and Replacement. Developer, the Association, and all public or private utility companies shall have such easements as may be necessary over the Condominium including all Units and Common Elements 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. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any dwelling on any Unit or any appurtenant Limited Common Elements.

Section 6.5 Roadway and Utility Easements. The Roads in the Condominium are private roads to be maintained, repaired, replaced and insured by the Association with the costs of the foregoing to be assessed to the Unit Owners as described in Article 2 of the Bylaws. Notwithstanding the foregoing, Developer reserves the right at any time during the Construction and Sales Period to grant easements for public or private utilities or for roadway purposes over, under and across the Condominium to appropriate governmental agencies or public or private utility companies and to dedicate or transfer title of the Roads including rights-of-way for roadway purposes adjacent to Clintonville Road and road right-of-ways and utilities to state, county or local governments. Any such easement or transfer of title may be conveyed by Developer without the consent of any Co-Owner, mortgagee or other person and may be evidenced by an appropriate conveyance or easement, or by an amendment to this Master Deed and Exhibit B hereto, recorded in the Oakland County Records. All Co-Owners and mortgagees of Units and other persons interested in the Project from time to time are deemed to have irrevocably and unanimously consented to such conveyance, easement or an amendment or amendments of this Master Deed to effect the foregoing easement or transfer of title. Developer reserves for itself, its successors and assigns, and all future owners of the land described in Article 2 and Article 10 or any portion or portions thereof, an easement for the unrestricted use of the Roads in the Condominium for the purpose of ingress and egress to and from all or any portion of the land described in Article 2 and Article 10. Developer also reserves easements over all of the Common Elements areas of the Condominium and the land described in Article 2 and Article 10 for the purpose of reasonable access from the Roads to the Units located on the land described in Article 2 and Article 10. The owners of Units in Pine Vista shall be assessed a share of the costs of insurance, maintenance, repair and replacement of the Roads through the Association.

There shall exist for the benefit of the Township or any emergency service agency, an easement over all the Roads in the Condominium, for use by the Township and emergency vehicles for purposes of ingress and egress to provide fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-Owners. The Association shall be responsible for maintenance of road signs in accordance with the Michigan Manual of Uniform Traffic Control Devices, and the Township or County of Oakland shall have the authority to enforce all applicable traffic codes and regulations on the Roads of the Condominium.

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 improvement of Roads within or adjacent to the Condominium premises upon approval by affirmative vote of not less than 51% of the Co-Owners that own Units within the special assessment district.

Section 6.6 Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of

Directors enter into any contract or agreement or easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6.7 Storm Water Drainage Facilities. The Storm Water Drainage Facilities, including easements are established to assure the perpetual functioning of the Storm Water Drainage Facilities across the Project as shown on Exhibit B, including areas of surface drainage, storm water pipes, detention basins and Offsite Storm Water Drainage and Sanitary Sewer Easement. To maintain the intended function of the Storm Water Drainage Facilities and easements, no modification, use or occupancy of such areas is allowed without the prior written approval of the Developer, the Association, and applicable governmental authorities, including the Township, and the landscaping, plantings and improvements of the Project must be placed and maintained so as to not impede or interfere with the flow of storm water related to the Storm Water Drainage Facilities. The Association is responsible for maintenance of the Storm Water Drainage Facilities of the Project in accordance with the requirements of applicable governmental authorities, and the cost of such maintenance shall be assessed to the Co-Owners of the Units by the Association as described in the Bylaws, except to the extent of dedication. Certain areas of the Storm Water Drainage Facilities may be located in the Area of Future Development described in Article 10, and shown on Exhibit B, and easements hereby are established for such purposes, including access for maintenance.

Section 6.8 Utility Easements. Easements for private and public utilities including water mains, Storm Water Drainage Facilities and sanitary sewers, natural gas, electricity and telecommunication service are reserved and established across the Units, and Common Elements as set forth on Exhibit B. Developer has or may enter into separate easement agreements and dedication with the Township, the Oakland County Road Commission, other governmental authorities or utility companies for sewer, water and utility purposes, the terms of which are incorporated herein by reference. The Developer further reserves the right at any time to grant easements for utilities over, under and across the Project to facilitate development of the Project and to appropriate governmental agencies or to utility companies and to transfer title to utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be made by the Developer without the consent of any Co-Owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records or the recording of a separate easement agreement. 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 or recording of a separate easement as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 6.9 Further Rights Reserved for Developer. Developer reserves for the right of itself, the Association, their respective successors and assigns and all Co-Owners of the land described in Article 2 and Article 10, or portion or portions thereof, perpetual easements to use, tap, tie into, extend and enlarge all utility mains located in the Condominium Project, including, but not limited to water, gas, telephone, electrical, cable television, storm and sanitary sewer mains and appurtenances. Developer further reserves easements over the land described in

Article 2 above and Article 10 below for the purpose of reasonable access from the Roads to the Units and residences in furtherance of the development of the Project and any Area of Future Development designated in the future.

ARTICLE 7. AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to the Master Deed) may be amended with the consent of sixty-six and two-thirds percent (66 2/3%) of the Co-Owners, except as set forth below:

Section 7.1 Modification of Units or Common Elements. No dimensions of any Unit or its appurtenant Limited Common Elements may be modified without the consent of the Co-Owner in any material manner without the written consent of the Co-Owner, except as otherwise expressly provided in this Master Deed including determining the exact location and dimensions of the Limited Common Elements as set forth in Article 4 above.

Section 7.2 Mortgagees Consent. To the extent required by Section 90a(9) of the Act, wherever a proposed amendment would alter or change the rights of mortgagees generally, then such amendment shall require the approval of sixty-six and two-thirds percent (66 2/3 %) of all first mortgagees of record allowing one vote for each first mortgage held.

Section 7.3 By Developer. Pursuant to Section 90(1) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the Condominium Documents without approval of any Co-Owner or mortgagee for the purposes of correcting survey or other errors, including building location errors, and for any other purpose unless the amendment would materially alter or change the rights of a Co-Owner and of a mortgagee, in which event Co-Owner and mortgagee consent shall be required as above provided in the introductory paragraph of this Article 7, and in Section 7.2 of this Article, except as otherwise provided in this Article or elsewhere in the Master Deed.

Section 7.4 Changes in Percentage of Value; Unit Dimensions. The method or formula used to determine the percentage of value of Units in the Project for other than voting purposes may not be modified without the consent of the affected Co-Owner or Mortgagee. A Co-Owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the consent of each affected Co-Owner.

Section 7.5 Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of all Co-Owners.

Section 7.6 Developer Approval. During the Construction and Sales Period Article 4, Article 5, Article 6, Article 7, Article 8, Article 9, Article 10, Article 11 and Article 12 shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of Developer.

Section 7.7 Further Amendment Rights Reserved to Developer. Notwithstanding any contrary provisions of the Master Deed or Bylaws, but subject to the limitations set forth in Section 7.4 above and Section 90(3) of the Act, Developer reserves the right to materially amend the Master Deed or any of its Exhibits for the following purposes:

7.7.1 To modify the types and sizes of Units and the General Common Elements and any Limited Common Elements adjoining or appurtenant to Units prior to sale of such Unit to a Co-Owner so long as such modification complies with the requirements of applicable governmental authorities, and does not interfere with adjacent Units or their appurtenant Limited Common Elements which have been sold to a Co-Owner.

7.7.2 To amend the Bylaws subject to any restriction on amendments stated in the Bylaws.

7.7.3 To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Bylaws, or to correct errors in the boundaries or location of improvements.

7.7.4 To clarify or explain the provisions of the Master Deed or Exhibits.

7.7.5 To comply with the Act or rules promulgated thereunder, or any requirements of any governmental or quasi-governmental agency or any financing institution or entity providing mortgage loans for Units to the Condominium.

7.7.6 To make, define or limit easements affecting the Condominium.

7.7.7 To record an "AS BUILT" Condominium Subdivision Plan and/or Consolidating Master Deed and/or designate any improvements shown in Exhibit B as "MUST BE BUILT", subject to any limitations or obligations imposed by the Act.

7.7.8 To convert the Condominium as set forth in Article 8 below.

7.7.9 To contract the Condominium as provided in Article 9 below.

7.7.10 To expand the Condominium as provided in Article 10 below.

7.7.11 To designate certain areas as "Must Be Built" and to withdraw certain areas of the Project pursuant to Article 12 below.

7.7.12 To modify, consolidate or subdivide Units as set forth in Article 11 below.

The amendments described in this Section 7.7 may be made without the consent of Co-Owners or mortgagees except as otherwise provided in Section 90a(9) of the Act or Section 7.4 above. The rights reserved to Developer under this section may not be amended except with the consent of the Developer.

Section 7.8 Township Approval of Certain Amendments. Notwithstanding anything in this Master Deed or in the Bylaws, there shall be no amendment to or termination of any provision of the Master Deed or Exhibits that affects or limits the rights of the Township as provided in the Master Deed, Bylaws or Exhibit B, without first obtaining Township review and approval of any such amendment.

ARTICLE 8.
CONVERSION OF CONDOMINIUM

The Condominium is established as a convertible condominium in accordance with the provisions of this Article and the Act:

Section 8.1 Convertible Areas. All present and future Common Elements and Units are designated as Convertible Areas and the land area within which Units and Common Elements may be added, removed, expanded and modified and within which Limited Common Elements may be created as provided in this Article. The Developer reserves the right, but not the obligation, to convert all or any portion of the Convertible Areas. The maximum number of Units that may be created in the Project as it may be converted is 79 Units, subject to re-expansion as set forth in Article 10 below. All Units shall be used for residential purposes. All structures and improvements within the Convertible Areas of the Condominium shall be compatible with residential uses and with the structures and improvements on other portions of the Project, as determined by Developer in its sole discretion.

Section 8.2 Right to Convert. The Developer reserves the right, in its sole discretion, during a period ending six years from the date of recording this Master Deed, to modify the number, size, location, and configuration of any Unit that it owns or Common Elements in the Condominium, and to make corresponding changes to the Common Elements or to create General or Limited Common Elements or Units within the Convertible Area and to designate Common Elements that may subsequently be assigned as Limited Common Elements. Provided, however, no portion of any Unit owned by a Co-Owner other than Developer shall be converted without such Co-Owner's consent.

Section 8.3 Restrictions on Conversion. All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to those compatible with residential use. There are no other restrictions upon such improvements except as stated in this Article and those which are imposed by state law, local ordinances or building authorities. The extent to which any change in the Convertible Areas is compatible with the original Master Deed is not limited by this Master Deed but lies solely within the discretion of Developer, subject only to the requirements of local ordinances and building authorities, including the Township.

Section 8.4 Consent Not Required. The consent of any Co-Owner shall not be required to convert the Convertible Areas except as provided in Section 8.2 above. 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, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the 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 amendments shall be required.

Section 8.5 Amendment to Master Deed. All modifications to Units and Common Elements made pursuant to this Article 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 5 hereof shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve a total value of 100% 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 5 of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and redefinition 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 this Condominium for any purpose reasonably necessary to achieve the purposes of this Article.

ARTICLE 9. **CONTRACTION OF CONDOMINIUM**

Section 9.1 Withdrawal of Land. Developer unconditionally reserves the right to withdraw from the Condominium any portion of the land described in Article 2 and Article 10 when and if Developer in its sole discretion determines that development of the Condominium would be best served by so contracting the Condominium. The withdrawal of such land pursuant to this Article 9 shall be affected by an amendment of the Master Deed as provided in Section 9.3 below or by a deed or dedication of roads or utility easement or easement areas. Provided, however, the consent of any Unit owner to the contraction of such Owner's Unit or Common Elements shall be obtained prior to contraction of a Unit owned by an Owner other than Developer. Any land withdrawn shall be considered an Area of Future Development which may be re-incorporated under Article 9 below.

Section 9.2 Restrictions on Contraction. There are no restrictions on Developer's right to contract the Condominium except as provided in this Article 9.

Section 9.3 Consent Not Required. The consent of any Co-Owner shall not be required to contract the Condominium or to dedicate the roads and road right-of-ways to public use except as set forth in the second to last sentence of Section 9.1. 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 contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction. All such interested persons irrevocably appoint the Developer or its successors, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. 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.

Section 9.4 Redefinition of Common Elements. The amendment or amendments to the Master Deed contracting the Condominium shall also contain such further definitions and redefinition of General Common Elements or Limited Common Elements and maintenance responsibilities as may be necessary adequately to describe, serve and provide access to the Project as reduced and otherwise comply with agreements and requirements of applicable governmental authorities for development of the Condominium. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element or easement previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article 9.

Section 9.5 Consolidating Master Deed. A Consolidating Master Deed may be recorded pursuant to the Act when the Project is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, and as above provided in Section 3.10, shall supersede the previously recorded Master Deed and all amendments thereto.

ARTICLE 10. **AREA OF FUTURE DEVELOPMENT**

Section 10.1 Area of Future Development. The Project established pursuant to the initial Master Deed consists of seventy-nine (79) Units. However, if the condominium is contracted under Article 9, any area withdrawn shall be deemed an Area of Future Development under Article 10 and the Act.

Section 10.2 Maximum Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of Developer from time to time, with a period ending no later than six (6) years from the date of recording of this Master Deed, be re-expanded to include a maximum of 79 Units by re-incorporation of all any portion of the Area of Future Development and the re-establishment of Units within it. The location, nature, appearance, design (interior and exterior) and structural components of the dwellings and other improvements to be constructed within the Area of Future Development shall be determined by Developer in its sole discretion subject only to any required approval by the Township, but all such improvements shall be reasonably compatible with the existing Units in the Project, as determined by Developer in its sole discretion. No Unit shall be created within the Area of Future Development that is not restricted exclusive to residential use. Developer reserves the right to create easements within the initial Project for the benefit of Area of Future Development and adjacent properties.

Section 10.3 Re-Expansion Not Mandatory. Developer is not obligated to re-enlarge the Condominium Project and Developer may, in its discretion, establish all or a portion of the Area of Future Development, if any, as a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of Developer to add to the Condominium Project all or any portion of the Area of Future Development described in this Article nor is there any obligation to add portions thereof in any particular order or to construct particular improvements in any specific location. Developer has reserved easements over the Project for the benefit of the property described in Section 10.1 above regardless of whether the Area of Future Development is added to the Condominium. Developer may create Common Elements within the Area of Future Development. The nature of the

General or Limited Common Elements to be added is within the exclusive discretion of the Developer.

Section 10.4 Amendment to Master Deed and Modification of Percentages of Value. Expansion of the Condominium 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 discretion of Developer and shall provide that the percentages of value, to the extent appropriate, set forth in Article 5 above shall be proportionately readjusted in order to preserve the total value of one hundred (100%) per cent for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of such readjustment shall be in the sole judgment of Developer. Such readjustment, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 10.5 Redefinition of Common Elements. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General Common Elements or Limited Common Elements and maintenance responsibilities as may be necessary adequately to describe, serve and provide access to the Project as expanded, or to the additional parcel or parcels added to the Project by such amendment and otherwise comply with agreements and requirements of applicable governmental authorities for development of the Condominium. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element or easement previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article 10.

Section 10.6 Consolidating Master Deed. A Consolidating Master Deed may be recorded pursuant to the Act when the Project is finally concluded as determined by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, if and when recorded, and as above provided in Section 3.10 above, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 10.7 Consent of Interested Parties. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the purpose and intent of Article 10 and to any proportionate 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 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 amendment may be effected without the necessity of recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and Exhibits.

ARTICLE 11. **SUBDIVISION, CONSOLIDATION, MODIFICATION**

Section 11.1 Modification of Units. Developer may, in its sole discretion, and without obtaining the consent of any person whatsoever (including Co-Owners and mortgagees of Units), during the Construction and Sales Period, modify the size, boundaries, location, and configuration of Units and appurtenant Common Elements, subject to the requirements of any

governmental authority having jurisdiction over the Project. Any modifications by Developer in accordance with the terms of this Section 11.1 shall take effect upon the recordation of an amendment to the Master Deed. In addition, Developer may, in connection with any such amendment, readjust the Percentage of Value for all Units to reflect the Unit or Common Element modifications, based upon the method by which Percentage of Value was originally determined for the Project. All of the Co-Owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 11.1 and, subject to the limitations set forth herein, to any proportionate reallocation of Percentage of Value of existing Units which Developer determines are necessary in conjunction with any such amendments, subject to Article 7 of this Master Deed. Subject to the foregoing, all such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 11.2 Consolidation or Relocation of Units. During the Construction and Sales Period, Developer may, in its sole discretion, and without the consent of any other person whatsoever (including Co-Owners and mortgagees of Units), consolidate under single ownership two (2) or more Units which are located adjacent to one another, and/or relocate any boundaries between adjoining Units, subject to the requirements of any governmental authority having jurisdiction over the Project, and further subject to Article 7 of this Master Deed. Developer shall give effect to the consolidation of Units or the relocation of Unit boundaries by amending this Master Deed with one or more amendments prepared by and at the sole discretion of Developer in the manner provided by law. Any amendment that consolidates or relocates the boundaries between Units shall identify the consolidated or relocated Unit(s) by number, any withdrawn Units and, when appropriate, the Percentage of Value as set forth herein for the consolidated or relocated Unit(s) shall be proportionately allocated among the adjusted Condominium Units in order to preserve a total value of one hundred (100%) percent for the entire Project following such amendment or amendments to this Master Deed. Developer shall determine, in its sole discretion, any such readjustment of the Percentage of Value, provided that such readjustments shall reflect a continuing reasonable relationship among Percentage of Value based upon the original method of determining Percentage of Value for the Project. Any such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as modified. All of the Co-Owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 11.2, subject to the limitations set forth herein, and to any proportionate reallocation of Percentage of Value of Units which Developer determines are necessary in connection with any such amendments. All such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be accomplished without re-recording the entire Master Deed or its Exhibits.

ARTICLE 12.
FURTHER RIGHTS OF WITHDRAWAL

In addition to Developer's rights of contraction set forth in Article 9 above, pursuant to Section 67(3) of the Act, Developer is entitled to certain additional rights to withdraw land from

the Project if and to the extent determined by Developer pursuant to Section 67(3) of the Act. Any such areas withdrawn shall be automatically granted easements for utility and access purposes as set forth in the Act.

ARTICLE 13.
ASSIGNMENT

Any or all of the rights and powers granted or reserved to 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 Developer to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the Office of the Oakland County Register of Deeds.

[Signature on Following Page]

Dated: October 11, 2018

DEVELOPER:

PULTE HOMES OF MICHIGAN LLC, a Michigan limited liability company

By: [Signature]

Kevin Christofferson

Its: Vice President of Finance

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

On this 11th day of October, 2018, the foregoing Master Deed was acknowledged before me by Kevin Christofferson, the Vice President of Finance of Pulte Homes of Michigan LLC, a Michigan limited liability company, on behalf of said Company.

DEBORAH ALTMAN
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jul. 03, 2023
Acting in the County of _____

Deborah Altman
Deborah Altman Notary Public
Oakland County, Michigan
Acting in Oakland County
My Commission Expires: July 3, 2023

PREPARED BY AND RETURN TO:
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DEBORAH ALTMAN
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jul. 03, 2023
Acting in the County of Oakland

EXHIBIT A
BYLAWS

PINE VISTA

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ARTICLE 1
ASSOCIATION OF CO-OWNERS

Pine Vista, a residential site Condominium Project located in the Charter Township of Independence, Oakland County, Michigan, shall be administered by the Pine Vista Condominium Association, an organization of Co-Owners which is a non-profit corporation (the "Association"), organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(9) of the Michigan Condominium Act, as amended, (the "Act") and the Bylaws of the Association provided for under the Michigan Non-profit Corporation Act. Each Co-Owner shall be entitled to membership and no other person or entity shall be entitled to membership in the Association. 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 the Co-Owner's Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium available at reasonable hours to Co-Owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Co-Owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit or the Common Elements of the Project shall be subject to the provisions and terms set forth in the Condominium Documents.

ARTICLE 2
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 in accordance with the following provisions:

Section 2.1 Assessments for Common Elements. All costs incurred by the Association in satisfaction of any, improvement or maintenance costs or liability arising within, caused by, or connected with the Common Elements, Unit areas and easements for which the Association has improvement, repair, reconstruction, insurance or maintenance responsibility or the administration of the Condominium Project and charges relating to insurance, repairs, improvement, reconstruction or maintenance of the Common Elements, Unit areas and easement areas of the Condominium shall constitute expenditures affecting the administration of the Project, and shall be billed to the Co-Owners as set forth in the Master Deed and Bylaws, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2.2 Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

2.2.1 Budget and General Assessments. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly, annual, or other periodic assessment payments as determined by the Board of Directors, rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis, each Co-Owner shall be subject to charges and assessments as may be required to maintain such minimum reserve fund. In addition, at the closing of a co-Owner's purchase of a Unit from the Developer, such Co-Owner shall pay to the Association (a) a prorated portion of the annual assessment due for the Unit for the remainder of the year, and (b) an additional one-time amount equal to one year of annual assessments as an initial capital contribution to fund the Association's working capital reserve. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular Project, the Association 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 periodic assessment for said year shall be established based upon said budget, although the 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 periodic assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors (without Co-Owner consent), that the periodic assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, to provide replacements of existing Common Elements, to provide additions to the Common Elements not exceeding Ten Thousand (\$10,000) Dollars or that an event of emergency exists, the Board of Directors shall have the authority to increase the general periodic assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-Owner or Mortgagee consent, to levy assessments pursuant to the provisions of Article 5, Section 5.4 of these Bylaws. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

2.2.2 Special Assessments. Special assessments, in addition to those required in subparagraph 2.2.1 above, may be made by the Board of Directors from time to time and approved by the Co-Owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements or costs exceeding Ten Thousand (\$10,000) Dollars for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.5 hereof, (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph 2.2.2 (but not including those assessments referred to in subparagraph

2.2.1 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 percent (60%) 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.

Section 2.3 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 5 of the Master Deed, without increase or decrease for the existence of any rights to the use of any Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with subsection 2.2.1 above shall be payable by Co-Owners annually unless otherwise determined by the Board of Directors, commencing with acceptance of a deed to a Unit 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 (such assessments shall be prorated on a daily basis for the year of which such Co-Owner acquires an interest in a Unit commencing on the date of such acquisition date). 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. The Board of Directors shall set the due date(s) for payment by Co-Owners of all assessments.

Each installment in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of seven percent (7%) per annum until each installment is paid in full. The Association may, pursuant to Article 19, Section 19.4, levy fines for the late payment in addition to such interest. 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 such Co-Owner's Unit which may be levied while such Co-Owner is the Owner thereof, except a land contract purchaser from any Co-Owner including from Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments 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 2.4 Waiver of Use or Abandonment of Unit. No Co-Owner is exempt from liability for contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of the Co-Owner's Unit.

Section 2.5 Enforcement

2.5.1 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 and the lien created by the Condominium Documents 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 such Co-Owner's Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-Owner in default upon seven (7) days' written notice to such Co-Owner of the Association's intention to do so. A Co-Owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-Owner of ingress or egress to and from such Co-Owner's 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 such Co-Owner. All of these remedies shall be cumulative and not alternative and shall not preclude the Association from exercising such other remedies as may be available at law or in equity.

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

2.5.3 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 the last known address of such Co-Owner(s), a written notice that one or more installments of the general periodic or special assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (1) the affiant's capacity to make the affidavit, (2) the statutory and other authority for the lien, (3) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (4) the legal description of the subject Unit(s), and (5) the name(s) of the Co-Owner(s) of record. If the delinquency is not cured within the ten-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law.

2.5.4 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 such Co-Owner's Unit.

Section 2.6 Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder acquires title to the Unit.

Section 2.7 Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the Association assessments. Developer, however, shall at all times pay all expenses of maintaining the Units that it owns and a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and other improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, Developer's proportionate share of such expenses shall be based upon the ratio of Units owned by Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments.

Section 2.8 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 2.9 Personal Property Tax and Special 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 2.10 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 2.11 Statements as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special and Related Costs described below. 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 and Related Costs as may exist or a statement that none exists, which statement shall be binding upon the Association for the period stated therein. The written statement from the Association shall also disclose the amount of interest, late charges, fines, costs and attorneys' fees due and owing with respect to the Unit ("Related Costs"). Upon the payment of that sum 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, 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 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 3

ARBITRATION/JUDICIAL ACTIONS AND CLAIMS

Section 3.1 Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-Owners or among or between a Co-Owner and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding and judgment on such decision shall be entered by any court of competent jurisdiction, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration. In the absence of agreement to the contrary, the arbitration shall be conducted by the American Arbitration Association. The costs of the arbitration shall be paid equally by the parties to the arbitration proceedings.

Section 3.2 Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 3.1 above, no Co-Owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3.3 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.

Section 3.4 Judicial Claims and Actions. 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 Section. The requirements of this Section will ensure that the Co-Owners are fully informed regarding the prospects and likely costs of any civil action the Association proposed to engage in, as well as the ongoing status 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 Section. 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:

3.4.1 Board of Director's 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.

3.4.2 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:

(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:

- (1) it is in the best interests of the Association to file a lawsuit;
- (2) 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;
- (3) litigation is the only prudent, feasible and reasonable alternative; and
- (4) 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:

- (1) the number of years the litigation attorney has practiced law; and
- (2) 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 this Section.

3.4.3 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.

3.4.4 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.

3.4.5 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.

3.4.6 Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to this Section shall be paid by special assessment of the Co-Owners of the Association ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all Co-Owners of the Association 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 retained attorney's 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.

3.4.7 Attorney's Written Report. During the course of any civil action authorized by the Co-Owners pursuant to this Section, 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.

3.4.8 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.

(C) The attorney's written report.

3.4.9 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.

3.4.10 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 4 **INSURANCE**

Section 4.1 Extent of Coverage. The Association shall, to the extent appropriate given the nature of the General Common Elements and such common amenities or areas as may be located outside of the Condominium but placed under the management and control of this Association, carry fire and extended coverage, vandalism and malicious mischief and liability insurance, (in a minimum amount to be determined by Developer or the Association in its discretion), officers' and directors' liability insurance and workers' compensation insurance, if applicable, and other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the General Common Elements of the Condominium Project, and any Limited Common Elements that are the responsibility of the Association to insure pursuant to Article 4 of the Master Deed, and such insurance, shall be carried and administered in accordance with the following provisions. The Co-Owner of a Unit shall be responsible for insurance on such Co-Owner's Unit and its appurtenant Limited Common Elements, if any, which are the Co-Owner's responsibility to maintain pursuant to Article 4 of the Master Deed.

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

4.1.2 Insurance on Common Elements. Subject to Section 4.3 of the Master Deed, all General Common Elements of the Condominium Project if insurable shall be insured against fire, flood and other perils covered by a standard extended coverage endorsement, if appropriate, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier

and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoiced by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds failed for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-Owners upon request and reasonable notice during normal business hours so that Co-Owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-Owners of the nature and extent of all changes in coverages.

4.1.3 Liability Insurance. The Association shall carry liability insurance on the General Common Elements and the assets of the Association, and, to the extent reasonably available, shall carry officer's and director's liability insurance insuring its officers and directors.

4.1.4 Premium Expenses. All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

4.1.5 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, whenever repair or reconstruction of the Condominium shall be required as provided in Article 5 of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless two-thirds (2/3) of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

Section 4.2 Authority of Association to Settle Insurance Claims. Each Co-Owner, by ownership of a Unit in the Condominium Project, shall be deemed to have appointed the Association as such Co-Owner's true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workers compensation insurance, if applicable, pertinent to the Condominium Project and the General Common Elements thereof, and with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefore, to collect proceeds and to distribute the same to the Association, the Co-Owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such

Co-Owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 4.3 Responsibility of Co-Owners. Each Co-Owner shall be responsible for obtaining fire, flood (if applicable), and extended coverage and vandalism and malicious mischief insurance with respect to such Co-Owner's structure and all other improvements constructed or to be constructed within the perimeter of the Co-Owner's Condominium Unit, together with the Limited Common Elements appurtenant to the Co-Owner's Unit, whether located within or outside the perimeter of the Unit, and for the Co-Owner's personal property located therein or elsewhere on the Condominium Project. All such insurance shall be carried by each Co-Owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. In the event of the failure of a Co-Owner to obtain such insurance, the Association may obtain such insurance on behalf of such Co-Owner and the premiums therefore shall constitute a lien against the Co-Owner's Unit which may be collected from the Co-Owner in the same manner that Association assessments are collected in accordance with Article 2. Each Co-Owner also shall be obligated to obtain insurance coverage for the Co-Owner's personal liability for occurrences within the perimeter of the Co-Owner's Condominium Unit or within the structure located thereon and on the Limited Common Elements appurtenant thereto (regardless of where located), and also for alternative living expenses in the event of fire. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 4.3 or any liability to any person for failure to do so.

Section 4.4 Waiver of Right 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 4.5 Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer, the Residential Builder and the Association for all damages and costs, including attorneys' fees, which such other Co-owners, the Developer, the Residential Builder or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Co-owner's Unit or appurtenant Limited Common Elements and shall carry insurance to secure this indemnity if so required by the Developer (and thereafter the Association). This Section 4.5 shall not, however, be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner, the Developer, the Residential Builder and the Association.

ARTICLE 5 **RECONSTRUCTION OR REPAIR**

Section 5.1 Determination to Reconstruct or Repair. If any part of the Condominium Project shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

5.1.1 General Common Elements. If the damaged property is a General Common Element, the damaged property shall be rebuilt or repaired unless it is

determined by unanimous vote of all the Co-Owners and mortgagees in the Condominium that the Condominium shall be terminated.

5.1.2 Unit or Improvements Thereon. If the damaged property is a Unit or appurtenant Limited Common Elements or any improvements thereon, the Co-Owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of a mortgagee or other person or entity having an interest in such property, and such Co-Owner shall be responsible for any reconstruction or repair that such Co-Owner elects to make. The Co-Owner shall in any event remove all debris and restore the Unit and the improvements thereon to a clean and slightly condition satisfactory to the Association as soon as reasonably possible following the occurrence of the damage.

Section 5.2 Repair in Accordance with Master Deed. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications on file with the Township unless eighty (80%) percent of the Co-Owners shall decide otherwise.

Section 5.3 Co-Owner Responsibility for Repair. Each Co-Owner shall be responsible for the reconstruction, repair and maintenance of any structure and other improvements constructed within the perimeter of the Co-Owner's Unit and any appurtenant Limited Common Elements. In the event damage to a structure or to any Limited Common Elements appurtenant thereto is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5.4 of this Article 5. If and to the extent that any structure is covered by insurance held by the Association for the benefit of the Co-Owner, the Co-Owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-Owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any improvements located thereon or any part of the Common Elements, the Association shall promptly so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 5.4 Association Responsibility for Repair. Except as otherwise provided in Section 5.3 above and in the Master Deed, the Association shall be responsible for the reconstruction, repair and maintenance of the General Common Elements. Immediately after 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 replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, special assessment shall be made against all Co-Owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 5.5 Timely Reconstruction and Repair. If damage to Common Elements or of a Unit adversely affects the appearance of the Project, the Association or Co-Owner responsible

for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay.

Section 5.6 Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

5.6.1 Taking of Unit. In the event of any taking of an entire Unit (or of all the improvements located within the perimeter thereof) 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. After acceptance of such award by the Co-Owner and the Co-Owner's mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-Owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-Owner and the Co-Owner's mortgagee, as their interest may appear.

5.6.2 Taking of Common Elements. If there is any taking of any portion of the Condominium other than any Unit, 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 two-thirds (2/3) 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. If the Association is directed by the requisite number of Co-Owners to rebuild, repair or replace all or any portion of the General Common Elements taken, the Association shall be entitled to retain the portion of the condemnation proceeds necessary to accomplish the reconstruction, repair or replacement of the applicable General Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-Owners for any condemnation award for General Common Elements and any negotiated settlement approved by the Co-Owners representing two-thirds (2/3rds) or more of the total percentages of value of all Co-Owners qualified to vote shall be binding on all Co-Owners.

5.6.3 Continuation of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article 5 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 as one hundred percent (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 or other person having any interest whatever in the Project, as mortgagee or otherwise.

5.6.4 Notification of Mortgagees. In the event any Unit (or improvements located within the perimeter thereof) 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 first mortgagee lien on any of the Units in the Condominium.

Section 5.7 Notification of FNMA of FHLMC. In the event any mortgage in the Condominium is held by the Federal National Mortgage Association ("FNMA") or the Federal Home Loan Mortgage Corporation ("FHLMA") or insured by the Veterans Administration Housing Administration or other Federal government-related mortgage insurer, then, upon request by FNMA or FHLMA or any such insurer, the Association shall give it written notice at such address as it 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 Dollars (\$10,000.00) in amount, or if damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FNMA or FHLMA or insured by such insurers exceeds One Thousand Dollars (\$1,000.00).

Section 5.8 Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE 6

RESTRICTIONS/ARCHITECTURAL CONTROL

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

Section 6.1 Land And Building Use Restrictions. All Units shall be used for private residential purposes only and no building, except an existing building or as specifically authorized elsewhere in this Master Deed and Bylaws, shall be erected, re-erected, placed or maintained or permitted to remain on any Unit, except one (1) residential dwelling not to exceed two (2) stories in height and an attached private garage containing no less than two (2) nor more than three (3) parking spaces for the sole use of the Co-Owner or occupants of the dwelling. No other accessory building or structure including, but not limited to carports, may be erected in the Condominium without the prior written consent of Developer. Notwithstanding the foregoing, Developer or a builder designated by Developer may erect and maintain model homes on any Units owned by Developer or a designated builder until such time as all Units which Developer or its designated builder own are sold and closed. The Common Elements shall be used only for purposes consistent with such residential use.

Section 6.2 Dwelling Quality And Size. It is the intention and purpose of the Master Deed and Bylaws to insure that all dwellings in the Condominium are of a quality, design, workmanship and materials approved by Developer. All dwellings shall be constructed in accordance with the applicable governmental building codes, ordinances and/or regulations and with such further standards as may be required by the Master Deed and Bylaws, the Architectural Control Committee, or by Developer, its successors and/or assigns. The minimum square footage of floor area of a dwelling, exclusive of garages, patios, decks, open porches, entrance porches and basements shall be not less than 1,650 square feet and not more than 2,100 square

feet. Notwithstanding the foregoing, Developer or the Architectural Control Committee, referred to below, as the case may be, shall be entitled to grant exceptions to these minimum square footage restrictions to the Co-Owner of a Unit who applies for such exception; provided the Co-Owner demonstrates to the satisfaction of Developer or the Architectural Control Committee, as the case may be, that a reduction in the square footage requirement as to said Co-Owner will not adversely affect the quality of the Condominium or lessen the value of the homes surrounding the home to be constructed by the Co-Owner on such Unit. Any such exception granted to a Co-Owner shall be evidenced by a written agreement and no such exception shall constitute a waiver of any minimum square footage requirement as to any other Unit or Co-Owner.

Section 6.3 Building Location. All buildings and structures shall be located on each Unit in accordance with the requirements of the Township of Independence set forth in its zoning ordinance. All buildings and structures are subject to the site plan approved by the Township for the Project.

Section 6.4 Unit Size. The minimum size of each Unit shall be the Unit size established for the Unit in the attached Condominium Subdivision Plan. In the event more than one Unit, or part of a Unit, are developed as a single unit (and except as to the obligation of each Co-Owner for any assessments made against each separate Unit), all restrictions set forth in this Master Deed and Bylaws shall apply to such resulting unit in the same manner as to any single Unit.

Section 6.5 Driveways. Access driveways and other paved areas for vehicular use on a Unit shall have a base of compacted sand, gravel, crushed stone or other approved base material and shall have a wearing surface of concrete or the equivalent thereof. Plans for driveways, pavement edging or markers must be approved by Developer in writing prior to commencing any construction in accordance with such plans and comply with the ordinances of the Township of Independence.

Section 6.6 Natural Drainage Ways. Where there exists on any Unit(s) a condition of accumulation of storm water remaining over an extended period of time, the Co-Owner may, with the written approval of Developer, take such steps as shall be necessary to remedy such condition, subject to the provisions of Section 6.7 of the Master Deed and Section 6.25 below and the approval of the Association, Developer and Township, and provided that no obstructions or diversions of existing storm drain swales and channels, over and through which storm water naturally flows upon or across any Unit, shall be made by an Co-Owner in a manner as to cause damage to other property.

Section 6.7 Building Materials. Exterior building materials may be stone, brick, wood, vinyl siding or any other material blending with the architecture and natural landscape and approved by Developer.

Section 6.8 Home Occupations and Nuisances. No home occupation or profession or commercial activity that requires members of the public to visit an Co-Owner's home or requires commercial vehicles to travel to and from the Co-Owner's home shall be conducted in any dwelling located in the Condominium with the exception of model homes owned by, and the sales activities of, the Developer or builders, developers and real estate companies which own or

hold any Units for resale to customers in the ordinary course of business. No noxious or offensive activities shall be carried on in or upon any Units or the Common Elements nor any activity which may be, or may become, an annoyance or nuisance to the neighborhood, other than normal construction activity. No burning of leaves, garbage or refuse shall be permitted within the Project.

Section 6.9 Plant Diseases Or Noxious Insects. No plants, seeds or other material harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Unit or appurtenant Limited Common Elements

Section 6.10 Damaged Dwellings And Reconstruction. All permanent dwellings shall be completed within two (2) years from the commencement of construction. No old or used buildings of any kind shall be moved or reconstructed on any Unit. Any damaged or destroyed building for which repair or reconstruction has not commenced within six (6) months from the date of damage or destruction, shall be removed so that there are no ruins or debris remaining within six (6) months from the date of damage or destruction. Any building which is not completed within two (2) years from commencement of construction or any damage or destruction not promptly remedied shall be deemed a nuisance and may be abated as provided by law. Any portion of the Condominium within any public or private road or right-of-way which is disturbed by reason of any work or activity performed by an Co-Owner, or an Co-Owner's agents, employees, contractors shall be restored by the Co-Owner, at the Co-Owner's sole expense, to its condition immediately prior to the commencement of such work or activity. Such restoration shall be performed within a reasonable time, and in no event later than the date of completion of any work or activity on the Co-Owner's Unit.

Section 6.11 Soil Removal. Soil removal from Units shall not be permitted, except as required for construction purposes and as permitted by Developer in writing. In addition, all construction shall be subject to the requirements of the Michigan Soil Erosion and Sedimentation Control Act, as amended, and all other applicable statutes, ordinances, rules and regulations of all governmental agencies having jurisdiction over such activities.

Section 6.12 Underground Wiring. No permanent lines or wires for communication or other transmission of electrical or power (except transmission lines located on existing or proposed easements) shall be constructed, placed or permitted to be placed anywhere above ground on a Unit other than within buildings or structures.

Section 6.13 Maintenance Of Side Strips. As described in the Master Deed, the Association shall be responsible for the maintenance of yard areas and snow removal from Sidewalks located between the line of the Co-Owner's Unit and the edge of adjacent street pavement.

Section 6.14 Tree Removal. Clear cutting or removal of trees greater than six (6") inch caliper at breast height by any person other than Developer is not be permitted unless such tree removal is in compliance with all applicable municipal ordinances and approved by Developer. Prior to commencement of construction, each Unit Co-Owner shall submit to Developer for its approval, a plan for the preservation of trees in connection with the construction process. The

Association is responsible for maintaining and preserving all large trees on the Co-Owner's Unit, including protective "welling" of trees, if necessary.

Section 6.15 Performance Of Construction. No building shall be erected on any Unit except by a contractor licensed by the State of Michigan for such purpose.

Section 6.16 Vehicular Parking and Storage. No trailer, mobile home, bus, boat trailer, boat, camping vehicle, motorcycle, recreational vehicle, commercial or inoperative vehicle of any description shall at any time be parked, stored or maintained on any Unit, unless stored fully enclosed within an attached garage or similar structure; provided, however, that builders' sales and construction trailers, trucks and equipment may be parked and used on any Unit during construction operations. No commercial vehicle lawfully upon any Unit for business shall remain on such Unit except in the ordinary course of business and in conformity with all applicable laws and/or ordinances.

Section 6.17 Garbage and Refuse. Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so as not to be objectionable to neighboring property Co-Owners. No outside storage for refuse or garbage shall be maintained or used. The burning or incineration of rubbish, trash, construction materials or other waste outside of any residential dwelling is prohibited.

Section 6.18 Street Trees; Landscaping and Grass Cutting. Upon completion of construction of a residential dwelling on any Unit, the Co-Owner shall cause the Unit to be finish graded, sodded, irrigated and suitably landscaped as soon after such completion of construction as weather permits, and in any event within (a) 45 days after the Co-Owner closes on the purchase of the Unit for Spring, Summer and Fall closings, or (b) 45 days after completion of the final grading of the Unit for Winter closes. After initial installation of the lawn and landscaping on the Unit, the co-Owner shall regularly maintain the lawn and landscaping, including mowing and weed removal. The Developer will install street trees on Units in accordance with the approved PUD Plans. Each Unit Owner shall be responsible for care and maintenance of street trees located on the landscape area between the Owner's Unit and the street pavement and the Association shall be responsible for replacement of street trees. When weeds or grass located on any Unit exceed six (6") inches in height, the Co-Owner shall mow or cut the weeds and grass over the entire Unit except in wooded areas, and wetlands, if any. If an Co-Owner fails to mow or cut weeds or grass on the Co-Owner's Unit within ten (10) days after written notice, the Developer or the Association may perform such work and the cost shall be assessed to the Co-Owner and become a lien upon the Unit as provided in Article 2 of these Bylaws. All Units owned by Developer or a builder who owns Units for resale in the ordinary course of business shall be exempt from the restrictions contained in this Section 6.18. Upon conveyance of any Unit by Developer or a builder to an Co-Owner other than Developer or a builder, the Unit shall be subject to all of the restrictions contained in this Section 6.18.

Section 6.19 Swimming Pools, Tennis Courts And Other Structures. No swimming pools, tennis courts, or other similar recreational structures shall be constructed on any Unit until the Transition Control Date. Thereafter, no swimming pool or other recreational structure shall be constructed on any Unit unless approved by the Association. Any swimming pool or similar

structure which has been approved in writing by the Association shall be constructed in accordance with this Master Deed and Bylaws and with all applicable local ordinances and/or state laws. No above ground swimming pools are permitted. Swimming pools, tennis courts, whirlpools, hot tubs and other similar recreational structures, if approved in writing by the Association, shall be screened from any street lying entirely within the Condominium, by wall, solid fence, evergreen hedge or other visual barrier as approved in writing by the Association and in compliance with all laws and governmental regulations and ordinances pertaining thereto.

Section 6.20 Lawn Fertilization. The Township may regulate the type of fertilizers that may be used on any Unit.

Section 6.21 Signs; Illumination. No signs or any kind shall be displayed to the public view on any Unit excepting one (1) professional sign of not more than five (5) square feet advertising the property for sale or rent. Such signs as are allowed must be maintained in good condition at all times and removed on the termination of their use. The foregoing restrictions contained in this Section 6.21 shall not apply to signs installed or erected on any Unit by Developer or any builder who owns Units for resale in the ordinary course of business, during any construction period or during such periods as any residence may be used as a model or for display purposes. No exterior illumination of any kind shall be placed or allowed on any portion of a Unit other than on a residential dwelling, unless first approved by Developer. Developer shall approve such illumination only if the type, intensity and style thereof are compatible with the style and character of the development of the Unit. All signs shall be in compliance with applicable ordinances.

Section 6.22 Objectionable Sights. Aboveground exterior fuel tanks are not permitted. The stockpiling and storage of building and landscape materials and/or equipment are not permitted on any Unit or appurtenant Limited Common Elements, except such materials and/or equipment as may be used within a reasonable length of time. In no event shall the storage of landscape materials extend for a period of more than thirty (30) days. No laundry drying equipment shall be erected or used outdoors and no clothes lines or laundry shall be hung for drying outside of the dwelling.

Section 6.23 Maintenance. The Co-Owner of each Unit and the occupants of any portion of the Unit shall keep the interior and exterior of all buildings in good condition and repair.

Section 6.24 Real Estate Sales Office. Notwithstanding anything to the contrary contained in the Master Deed and Bylaws, Developer, and/or any builder which Developer may designate, may construct and maintain on any Unit(s) a real estate sales office, with such promotional signs as Developer or builder may determine and/or a model home or homes for such purposes. Developer and any designated builder may continue such activity until such time as all of the Units in which Developer or builder have an interest are sold.

Section 6.25 Wetlands, Wetland Buffers, Detention Areas; Storm Water Drainage Facilities. No wetland area, wetland buffers, or detention area shall be used, modified or occupied without the prior written approval of Developer, the Association, the Township and applicable governmental authorities. No wetlands within or serving the Project shall be modified

in any manner, including, but not limited to, altering the topography of, placing fill material in, dredging, removing or excavating any soil or minerals from, draining surface water from, constructing or placing any structure on, plowing, tilling, cultivating, or otherwise altering or developing the wetlands, unless a permit for such modification has been issued by applicable governmental units or agencies having jurisdiction over the wetlands within the Project, and unless such modification is approved by Developer during the Construction and Sales Period and by the Association thereafter. No storm drainage or detention area shall be modified in any manner and no use or occupation shall occur by any person or entity other than Developer or its authorized representatives unless permits and approvals for such modification, use or occupation have been granted by all governmental units or agencies having jurisdiction over such storm drainage area or detention area.

Section 6.26 Structures in Easements. No structures of any kind may be placed within any Unit or Common Elements or within any easements within the Project without the prior written approval of Developer during the Construction and Sales Period and by the Association thereafter.

Section 6.27 Leasing and Rental.

6.27.1 Right to Lease. A Co-Owner may lease a Co-Owner's Unit for the same purposes set forth in Section 6.1 of these Bylaws and Section 4.6 of the Master Deed, provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified below. With the exception of a lender in possession of a Unit following a default of the 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, or its assigns, may lease any number of Units in the Condominium in its discretion and shall not be subject to the foregoing, or the leasing procedures set forth below, except for disclosure of the leasing arrangement to the Association. These leasing provisions may not be revised prior to the Transitional Control Date without Developer's prior written consent and may not be materially amended without Developer's prior written consent so long as Developer owns a Unit.

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

6.28.2.1 A Co-Owner 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 or otherwise agreeing to grant possession of a Condominium Unit to a potential lessee of the Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If no lease form is to be used, then the Co-Owner shall

supply the Association with the name and address of the potential lessee, along with the rental amount and the due dates under the proposed agreement.

6.28.2.2 Tenants or non-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

6.28.2.3 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:

6.28.2.3.1 The Association shall notify the Co-Owner by Certified Mail advising of the alleged violation by the tenant.

6.28.2.3.2 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.

6.28.2.4 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 condition of the Condominium Documents. The relief provided in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-Owner liable for any damages to the Common Elements caused by the Co-Owner or tenant in connection with the Unit or Condominium Project.

6.28.2.5 When a Co-Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the 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 further 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 do the following:

6.28.2.5.1 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.

6.28.2.5.2 Initiate proceedings pursuant to 6.28.2.4 above.

Section 6.28 Architectural Controls. The purpose of architectural controls is to promote an attractive, harmonious residential development having continuing appeal. Accordingly, unless and until the construction plans and specification are submitted to, and

approved in writing by, Developer in accordance with the provisions of Section 6.30 below, (i) no landscaping, building, fence, wall, deck or other structure shall be constructed, erected or maintained, and (ii) no addition, change or alteration shall be made to any existing building, fence, wall, deck or other structure except interior alterations.

Section 6.29 Submission Of Plans And Plan Approval.

6.29.1 All construction plans, specifications and related materials pertaining to construction or alteration of a building, fence, wall or other structures shall be filed by the applicant for approval in the office of Developer, or with any agent specified by Developer. The construction plans, specifications and related materials shall show the nature, kind, shape, height, materials (including samples of exterior building materials upon request), approximate cost of the landscaping, building, fence, wall, deck or other structure, proposed drainage of surface water, and the location and grade of all buildings, structures, decks, improvements, utilities and parking areas. Developer shall have sole authority to review, approve or disapprove the plans, specifications and related materials or any part thereof. Developer shall have the right to refuse to approve the proposed plans, specifications and related materials, or grading plans, or portions thereof, which are not suitable or desirable in the sole discretion of Developer, for aesthetic or other reasons. In its review of the plans, specifications, and related materials, Developer may consider compatibility of the proposed landscaping, building, fence, wall, deck or other structures with the surroundings area and the view from adjacent or neighboring properties. Natural landscaping and trees shall be left in their natural state to the extent practical.

6.29.2 A report in writing setting forth the decision of Developer, and the reasons therefor, shall be furnished to the applicant by Developer within thirty (30) days from the date of filing of complete plans, specifications and related materials by the applicant. Developer will aid and cooperate with prospective builders and Co-Owners and make suggestions based upon Developer's review of preliminary sketches. Prospective builders and Co-Owners are encouraged to submit preliminary sketches for informal comment prior to submission of final plans and specifications. If Developer fails to give written notice of approval of any final plans, specifications and related materials submitted to Developer under this Section within thirty (30) days from the date of submission of complete plans, specifications and related materials, then the submitted plans, specifications and related materials shall be deemed disapproved by Developer. Developer shall be entitled to charge each applicant a review fee in an amount not to exceed Two Hundred Fifty and 00/100 (\$250.00) Dollars, to reimburse Developer for any actual costs incurred in connection with the review of the applicant's plans, specifications and related materials.

6.29.3 Neither Developer nor any person(s) or entity(ies) to which Developer delegates any of its rights, duties or obligations hereunder, including, without limitation, the Association and Architectural Control Committee referred to in Section 6.31 below, shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans, specifications and related materials. Developer reserves the right to enter into agreements with the Co-Owner of any Unit(s) (without the consent

of Co-Owners of other Units or adjoining or adjacent property) to deviate from any or all of the restrictions set forth in these Bylaws, provided that the Co-Owner demonstrates that the application of the particular restriction(s) in question would create practical difficulties or hardships. Any such deviation shall be evidenced by a written agreement and no such deviation or agreement shall constitute a waiver of any such restriction as to any other Unit or Co-Owner.

Section 6.30 Architectural Control Committee. At such time as the fee simple interest in one hundred (100%) percent of the Units in the Condominium have been conveyed by Developer, or, at such earlier time as Developer may elect, Developer shall assign all of its rights, duties and obligations as set forth in this Article 6 of these Bylaws to a committee of the Association ("Architectural Control Committee") or to the Association. The assignment shall be by a written recorded instrument in which the assignee expressly accepts such rights, duties and obligations. Such instrument when executed by the assignee shall, without further act, release Developer from all such obligations and duties. If such assignment is made, the acts and decisions of the assignee as to any matters assigned shall be binding upon all Unit Co-Owners and other interested parties. If Developer assigns its rights, duties and obligations under this Article 6 to an Architectural Control Committee, the Architectural Control Committee shall consist of no less than three (3) Members and no more than five (5) Members, to be appointed by Developer. Developer may assign its right to appoint members of the Architectural Control Committee to the Association. Until such time, however, Developer reserves the right to appoint Members to and remove Members from the Architectural Control Committee in its sole discretion.

Section 6.31 Changes in Common Elements. No Co-Owner shall make changes in any of the Common Elements, Limited or General, without the prior written approval of the Board of Directors.

Section 6.32 Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-Owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-Owners.

Section 6.33 Right of Access of Association. The Association or its respective duly authorized agents shall have access to each Unit thereon from time to time, during reasonable working hours, upon notice to the Co-Owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its respective agents shall also have access to each Unit thereon at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to any Unit or to the improvements thereon. In the event of an emergency, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-Owner for any necessary damage to such Co-Owner's Unit.

Section 6.34 General Common Element and Easement Maintenance. Roads and walkways shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously intended. All General Common Elements including without limitation the Roads, Open Space Areas, Stormwater Drainage Facilities, Entrance Way, Landscaping, and Perimeter Improvements and Easements shall be maintained by the Association unless otherwise provided in the Master Deed and Bylaws.

Section 6.35 Co-Owner Maintenance. Each Co-Owner shall maintain all buildings and improvements located on such Co-Owner's Unit, including the dwelling, inside and out. The Association shall be responsible for snow and ice removal on the driveway, walk and Sidewalk, and maintenance of the yard area, lawn and landscaping. Each Co-Owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems which are appurtenant to or which may affect any other Unit. Each Co-Owner shall be responsible for damages or costs to the Association resulting from negligent or intentional damage to or misuse of any of the Common Elements by such 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 limited 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 2 hereof.

Section 6.36 Reserved Rights of Developer

6.36.1 Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article 6 shall apply to the commercial activities or signs or billboards, if any, of Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth in the Condominium Documents, as they may be amended from time to time. Developer shall have the right during the Construction and Sales Period to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the Project by Developer. Developer shall restore the areas so used to habitable status upon termination of such use. The rights of assignment reserved to the Developer in Article 20 below shall include the right to permit the maintenance and use of sales offices, model units, advertising display signs, storage areas and reasonable parking incident to the foregoing by to one or more Residential Builders, who may exercise such rights simultaneously with the Developer.

6.36.2 Enforcement of Condominium Documents. The Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private residential community for the benefit of the Co-Owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape the Condominium in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which Developer may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws

and to charge the cost thereof to the Association as an expense of administration. Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period, which right of enforcement may include (without limitation) an action to restrain the Association or any Co-Owner from any activity prohibited by these Bylaws, regardless of any provision otherwise requiring arbitration.

Section 6.37 Unightly Conditions. It shall be the responsibility of each Unit Owner to prevent any unclean, unsightly or unkempt conditions of buildings or improvements on the Owner's Unit that tend to substantially decrease the beauty of the Development as a whole or any specific area thereof. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any Unit.

Section 6.38 Temporary Structures. Trailers, tents, shacks, tool sheds, barns or any temporary buildings of any design whatsoever are expressly prohibited within the Development and no temporary dwelling shall be permitted in an unfinished residential building. This shall not prevent the erection of a temporary storage building for materials and supplies to be used in the construction of a Unit, and which shall be removed from the premises on completion of the structure, and shall not prevent use by any builder or contractor of trailers for material storage or model offices during the period of construction in the Development, provided the same shall be removed at the completion of such construction.

Section 6.39 Animals or Pets. No animals or fowl (except household pets) shall be kept or maintained on any Unit. Any pets kept in the Project or property in the Project 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 time 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 Project shall indemnify and hold harmless the Association for any loss, damage or liability which the Association, respectively, may sustain as a result of the presence of such animal on the Project.

Section 6.40 Refuse and Stored Materials. No Unit shall be used or maintained as a dumping ground or for outside storage for rubbish, trash, garbage or other materials. Other waste shall be kept in a sanitary container, properly concealed from public view. The Board of Directors of the Association may designate a day of the week on which all trash pick-up in the Condominium shall occur. No trash shall be put out earlier than the morning of the day designated for pick-up and all containers shall be removed by the end of such day.

Section 6.41 Mail Boxes. All mail boxes of the Project shall be of uniform size, location, color and same design in compliance with the standards set forth by the Developer.

Section 6.42 Solar Panels. No solar panel, solar collector or similar device shall be placed, constructed, altered, or maintained on any Unit.

Section 6.43 Television Antenna and Similar Devices. No outside television antenna or other antenna, or aerial, saucer, dish, receiving device, signal capture and distribution device or similar device shall be placed, constructed, altered or maintained on any Unit, unless the device

is a so called “mini dish” (not to exceed 18 inches in diameter) located in a location that is fully screened from view and approved by the Board of Directors of the Association. The provisions of this subsection shall not apply to those devices covered by 47 C.F.R. § 1.4000, promulgated pursuant to the Telecommunications Act of 1996, Pub. L. No. 104. 110, § 207 Stat. 56 (1996), as amended.

Section 6.44 Air Conditioning Units. No external air conditioning unit shall be placed in or attached to a window or wall of any Unit. No compressor or other component of a central air conditioning system (or similar system, such as a heat pump) shall be so located on any Unit so as to be visible from the public street on which the Unit fronts, and, to the extent reasonably possible, all such external equipment shall be so located on any Unit so as to minimize the negative impact thereof on any adjoining Unit, in the terms of noise and appearance.

Section 6.45 Fences, Walls and Dog Runs. With the exception of any fencing improvements installed by Developer, no perimeter fences, walls or similar structures shall be erected on any Unit. Dog kennels or runs or other enclosed shelters for animals are prohibited. “Invisible fencing” type devices may, with the prior approval of the Architectural Control Committee, be installed within individual Units, provided such installation shall be located within the rear portion of the Unit only, with no portion extending beyond the front portion of the residential dwelling structure located upon such Unit. In the event the Association approves a swimming pool on a particular Unit, wrought iron fences, consisting of a design and quality sufficient to satisfy local and state laws, shall be permitted by the Association in order to enclose the swimming pool area. No other fences, walls or similar structures shall be erected on any Unit without the prior written approval of Developer prior to the Transitional Control Date and the Association thereafter.

Section 6.46 Utilities. All utilities such as water main, sanitary sewers, storm sewers, gas mains, electric and telephone local distribution lines, cable television lines, and all connections to same, either private or otherwise, shall be installed underground. However, above-ground transformers, pedestals and other above-ground electric and telephone utility installations and distribution systems and surface and off-site drainage channels and facilities, as well as street lighting stanchions, shall be permitted.

Section 6.47 Vehicles, Motorcycles and Snowmobiles. No trailers, boats, aircraft, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, jet skis, jet ski trailers or other recreational vehicles, or other vehicles, other than passenger cars, passenger vans, pick-up trucks and so-called “Blazer” type vehicles shall be parked or maintained on any Unit unless in a suitable private attached garage. Motorcycles are allowed on the roads in the Development, but motorcycles and all other motorized off-road vehicles are prohibited in all other General Common Element areas. Snowmobiles are prohibited in all General Common Element areas.

Section 6.48 Basketball Hoops and Play Areas. Basketball hoops and play areas are permitted subject to strict compliance with the following restrictions:

6.48.1 All basketball hoops shall be on ground mounted posts located at least 30 feet from the curb of the road(s) adjacent to the Unit.

6.48.2 The ground mounted post for the basketball hoop shall be located at least 5 feet from the side line of the Unit.

6.48.3 No florescent or bright colors shall be permitted for either the post or the backboard. The ground mounted post shall be painted black and the backboard of the basketball hoop shall be clear.

Section 6.49 Swings, Slides, Playscapes and Other Playground Equipment. No swings, slides, playscapes or other similar playground equipment (collectively "Playground Equipment") shall be constructed on any Unit unless approved in advance, in writing by the Architectural Control Committee. Any Playground Equipment which has been approved in writing by the Architectural Control Committee shall be constructed in accordance with the Master Deed and Bylaws and with all applicable local ordinances and/or state laws. In any event, all approved Playground Equipment must be placed in a location on the Unit that is unobtrusive, and not readily visible from the street or common areas and shall be adequately screened by landscaping, if necessary, or by other visual barriers as may be approved in writing by the Developer, the Association, or the Architectural Control Committee, if applicable.

Section 6.50 Firearms. No firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices shall be used anywhere on or about the Condominium Project.

ARTICLE 7 **MORTGAGES**

Section 7.1 Notice to Association. Any Co-Owner who mortgages such Co-Owner's Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-Owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-Owner of such Unit that is not cured within sixty (60) days.

Section 7.2 Insurance. The Association shall notify each mortgagee appearing in the book of Mortgagees of Units 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, to the extent the Association is required by these Bylaws to obtain such coverage.

Section 7.3 Notification of Meetings. Upon written request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE 8 **VOTING**

Section 8.1 Vote. Except as limited in these Bylaws, all of the Co-Owners of a Unit shall be entitled to only one vote for each Unit owned, and the value of the vote attributed to each Unit shall be equal.

Section 8.2 Eligibility to Vote. No Co-Owner, other than Developer, shall be entitled to vote at any meeting of the Association until such Co-Owner has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Sections 9.2 and 11.2 of these Bylaws, no Co-Owner, other than Developer, shall be entitled to vote prior to the date of the First Annual Meeting held in accordance with Sections 9.2 and 11.2. 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 8.3 of this Article 8 or by a proxy given by such individual representative. Until the First Annual Meeting Developer shall be entitled to vote notwithstanding the fact that Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting Developer shall be entitled to one vote for each Unit which Developer owns.

Section 8.3 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 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-Owners of a Unit at any time by filing a new notice in the manner herein provided.

Section 8.4 Quorum. Those Co-Owners present in person or by proxy at the First Annual Meeting held in accordance with Sections 9.2 and 11.2 shall constitute a quorum for such meeting. At all other meetings of Co-Owners, the presence in person or by proxy of thirty-five percent (35%) 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 have 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 8.5 Voting. Votes may be cast only in person, or by a writing duly signed by the designated voting representative not present at a given meeting in person, or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted. Electronic voting shall not generally be allowed (such as by email, telephone or "Face-Time", Skype, etc.) unless the Board of Directors establishes rules and regulations for that purpose.

Section 8.6 Majority. A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) 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 where

a quorum is present. Whenever provided specifically in the Condominium Documents, a majority may be required to exceed the simple majority herein above set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE 9 **MEETINGS**

Section 9.1 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 as selected by the Board of Directors, when not otherwise in conflict with the Condominium Documents or the laws of the State of Michigan. Electronic participation shall not be allowed generally (such as by email, telephone, "Face-Time", Skype, etc.) unless the Board of Directors establishes rules and regulations for that purpose.

Section 9.2 First Annual Meeting. The First Annual Meeting may be convened only by the Developer and may be called at any time after more than fifty percent (50%) of the Units that may be created 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 percent (75%) in number of all Units that may be created 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 Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting and no such meeting shall be construed as the First Annual Meeting. 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. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which Developer is permitted, under the Condominium Documents as they may be amended, to include in the Condominium.

Section 9.3 Annual Meetings. Annual meetings of the Association shall be held on the last Thursday of October 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 11 of these Bylaws. The Co-Owners may also transact at the annual meetings such other business of the Association as may properly come before them.

Section 9.4 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 9.5 Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-Owner of record, at least 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 8, Section 8.3 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. Notice may be sent electronically.

Section 9.6 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 9.7 Order of Business. The order of business at all meetings of the members shall be as follows: (1) roll call to determine the voting power represented at the meeting; (2) proof of notice of meeting or waiver of notice; (3) reading of minutes of preceding meeting; (4) reports of officers; (5) reports of committees; (6) appointment of inspector of elections (at annual meetings or special meetings held for purpose of election of Directors or officers); (7) election of Directors (at annual meeting or special meetings held for such purpose); (8) unfinished business; and (9) 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 9.8 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, which ballots are signed within no more than a sixty (60) day period, as determined by the Board of Directors. Ballots shall be solicited in the same manner as provided in Section 9.5 for the giving of notice of meetings of members. Such solicitations shall specify (1) the number of responses needed to meet the quorum requirements; (2) the percentage of approvals necessary to approve the action; and (3) 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 (1) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (2) 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 9.9 Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy and if, either before or after the meeting, each of the members not present in person or by proxy, signs a

written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 9.10 Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. 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 10 **ADVISORY COMMITTEE**

Within one (1) 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 that may be created, whichever first occurs, 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 Developer deems advisable, except that if more than fifty percent (50%) 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 Board of Directors and the non-developer Co-Owners and to aid the transition of control of the Association from Developer to non-developer 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. Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected by the Co-Owners.

ARTICLE 11 **BOARD OF DIRECTORS**

Section 11.1 Number and Qualification of Directors. The Board of Directors shall be comprised of three (3) members all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. Directors shall serve without compensation.

Section 11.2 Election of Directors

11.2.1 First Board of Directors. The first Board of Directors shall be composed of three (3) persons and such first Board of Directors or its successors as selected by Developer shall manage the affairs of the Association until the appointment of the first non-developer Co-Owners to the Board. Thereafter, elections for non-developer Co-Owner Directors shall be held as provided in subsections 11.2.2 and 11.2.3 below. The Directors shall hold office until their successors are elected and hold their first meeting.

11.2.2 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 percent (25%) of the Units that

may be created, one (1) of the three (3) Directors shall be selected by non-developer Co-Owners. When the required percentage level of conveyance has been reached, Developer shall notify the non-developer Co-Owners and request that they hold a meeting and elect the required Director. Upon certification to Developer by the Co-Owners of the Director so elected, Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting unless such Director is removed pursuant to Section 11.7 of this Article or such Director resigns or becomes incapacitated.

11.2.3 Election of Directors At and After First Annual Meeting

11.2.3.1 Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-Owners of seventy-five percent (75%) of the Units that may be created, and before conveyance of ninety percent (90%) of such Units, the non-developer Co-Owners shall elect all Directors on the Board except that Developer shall have the right to designate at least one (1) Director as long as the Units that remain to be created and sold equal at least ten percent (10%) of all Units that may be created in the Project. Whenever the seventy-five percent (75%) conveyance level is achieved, a meeting of Co-Owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

11.2.3.2 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 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 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 Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection 11.2.3.1. Application of this subsection does not require a change in the size of the Board of Directors.

11.2.3.3 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 11.2.3.2, 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 11.2.2 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 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 Developer to designate one (1) member as provided in subsection 11.2.3.1.

11.2.3.4 At the First Annual Meeting two (2) Directors shall be elected for a term of two (2) years and one (1) Director shall be elected for a term of one (1) year. At such meeting all nominees shall stand for election as one (1) slate

and the two (2) persons receiving the highest number of votes shall be elected for a term of two (2) years and the one (1) person receiving the next highest number of votes shall be elected for a term of one (1) year. After the First Annual Meeting, the term of office (except for one (1) of the Directors elected at the First Annual Meeting for a one year term) of each Director shall be two (2) years. At each annual meeting held after the first, either one (1) or two (2) Directors shall be elected depending upon the number of Directors whose terms expire. The Directors shall hold office until their successors have been elected and hold their first meeting.

11.2.3.5 Once the Co-Owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-Owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article 9, Section 9.3 above.

11.2.3.6 Status of Units Conveyed to Residential Builders. For purposes of calculating the timing of events described in Article 10 above and this Section 11.2, the conveyance by the Developer of a Unit to a Residential Builder, whether or not the Residential Builder is affiliated with the Developer as defined by the Act, shall not be considered a sale to a non-Developer Co-Owner until such time as the Residential Builder conveys the Unit with a completed Residence on it or until the Unit contains a completed and occupied Residence.

Section 11.3 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 11.4 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:

11.4.1 To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.

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

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

11.4.4 To rebuild improvements to the Common Elements after casualty (subject to the provisions of the Condominium Documents).

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

11.4.6 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.

11.4.7 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 percent (75%) of all of the members of the Association.

11.4.8 To make rules and regulations in accordance with these Bylaws.

11.4.9 To establish such committees as the Board of Directors 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.

11.4.10 To enforce the provisions of the Condominium Documents.

Section 11.5 Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include 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 11.3 and 11.4 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 Developer, 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 11.6 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 Developer shall be solely entitled to fill the vacancy of any Director whom Developer is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among non-developer Co-Owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-Owners and shall be filled in the manner specified in Section 11.2.2 of this Article.

Section 11.7 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 percent (50%) of all the Co-Owners, not just of those present, 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 percent (35%) requirement set forth in Article 8, Section 8.4. 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 any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-Owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 11.8 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 of Directors shall be present.

Section 11.9 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 facsimile at least ten (10) days prior to the date named for such meeting.

Section 11.10 Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally, by mail, telephone or facsimile 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 11.11 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 meeting of the Board of Directors shall be deemed a waiver of notice by the Director of the time and place thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 11.12 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, less than a quorum is 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 11.13 First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 11.14 Consent in Lieu of Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent in writing. The written consent shall be filed with the minutes of the proceedings of the Board of Directors. The consent has the same effect as a vote of the Board of Directors for all purposes.

Section 11.15 Participation in a Meeting by Telephone. A Director may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 11.13 constitutes presence at the meeting.

Section 11.16 Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds, insuring against theft, dishonesty, and other standard coverage of fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 11.17 Compensation. The Board of Directors shall not receive any compensation for rendering services in their capacity as Directors, unless approved by the Co-Owners (or their individual representatives) who represent two-thirds (2/3rds) or more of the total votes of all Co-Owners qualified to vote.

ARTICLE 12 **OFFICERS**

Section 12.1 Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, 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 (2) offices except that of President may be held by one person.

12.1.1 President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the association and of the Board of Directors and shall have all 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 the President may in the President's discretion deem appropriate to assist in the conduct of the affairs of the Association.

12.1.2 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; the Secretary shall have charge of the corporate seal, if any, and of such books and papers

as the Board of Directors may direct; and the Secretary shall, in general, perform all duties incident to the office of the Secretary.

12.1.3 Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer 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 12.2 Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 12.3 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 such officer's successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors 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 12.4 Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

Section 12.5 Electronic, Digital and Telephonic Participation. The Board may conduct its meetings by telephonic or other electronic or digital means of communication. Board votes may also be conducted by digital, electronic, or telephone communications.

ARTICLE 13 **SEAL**

The Association may (but need not) have a seal. If the Board of Directors 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 14 **FINANCE**

Section 14.1 Records. The Board of Directors of the Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-Owners. Such accounts and all other Association records shall be open for inspection by the Co-Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-Owner at least once a year a financial statement, the contents of which shall be defined by the Association. No right of inspection exists if the Board of Directors determines in its reasonable discretion that allowing the inspection would impair the privacy or free association rights of members or the lawful purpose of the Association. To the extent the Association has assets in excess of \$20,000, the

Association shall on an annual basis have its books, records and financial statement independently audited or reviewed by a certified public accountant as defined in Section 720 of the occupational code, 1980 PA 299, MCL 339.720. The audit or review shall be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American Institute of certified public accountants. 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 (audited or otherwise) 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. The Association may opt out of the requirements for an annual audit or review by a majority vote of the Unit Owners.

Section 14.2 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 14.3 Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE 15
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon such Director or officer in connection with any proceeding to which the Director or officer may be a party or in which the Director or officer may become involved by reason of being or having been a Director or officer of the Association, whether or not such office is held at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least 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 16
AMENDMENTS

Section 16.1 By Developer. In addition to the rights of amendment provided to Developer in the various Articles of the Master Deed, Developer may, during the Construction and Sales Period and for a period of two (2) years following the expiration of the Construction and Sales Period, and without the consent of any Co-Owner, mortgagee or any other person, amend these Bylaws provided such amendment or amendments do not materially alter the rights of Co-Owners or mortgagees.

Section 16.2 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association upon the vote of the majority of the Directors or may be proposed by one-third (1/3) or more in number of the Co-Owners by a written instrument identifying the proposed amendment and signed by the applicable Co-Owners.

Section 16.3 Meeting. If any amendment to these Bylaws is proposed by the Board of Directors or the Co-Owners, a meeting for consideration of the proposal shall be duly called in accordance with the provisions of these Bylaws.

Section 16.4 Voting. These Bylaws may be amended by the Co-Owners at any regular meeting or a special meeting called for such purpose by an affirmative vote of two-thirds (2/3rds) or more of the total votes of all Co-Owners qualified to vote, as determined on a percentage of value basis. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which

event the approval of two- third (2/3rds) of all mortgagees of Units shall be required. Each mortgagee shall have one vote for each mortgage held. Notwithstanding anything to the contrary contained in this Article 16, during the Construction and Sales Period, these Bylaws shall not be amended in any way without the prior written consent of Developer.

Section 16.5 Effective Date of Amendment. Any amendment to these Bylaws shall become effective upon the recording of such amendment in the office of the Wayne County Register of Deeds.

Section 16.6 Binding Effect. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment adopted in accordance with this Article 16 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. These Bylaws may not be amended in any manner to eliminate or conflict with any mandatory provision of the Act or any applicable law or provision of the Master Deed; nor may they be amended to materially reduce or eliminate the rights of any first mortgagees without the consent of the mortgagees affected.

ARTICLE 17 **COMPLIANCE**

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

ARTICLE 18 **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 19 **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 19.1 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 19.2 Recovery of Costs. In any proceeding arising because of an alleged default by any Co-Owner, the Association, if successful, shall be entitled to recover the costs of

the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-Owner be entitled to recover such attorneys fees.

Section 19.3 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, Limited or General, or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-Owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-Owner arising out of the exercise of its removal and abatement power authorized herein.

Section 19.4 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 rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-Owners in the same manner as prescribed in Article 9, Section 9.5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-Owners as prescribed in said Article 9, Section 9.5, and an opportunity for such Co-Owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article 2 of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed Twenty-Five Dollars (\$25.00) for the second violation, Fifty Dollars (\$50.00) for the third violation or One Hundred Dollars (\$100.00) for any subsequent violation.

Section 19.5 Collection. The fines levied pursuant to Section 19.4 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.

Section 19.6 Developer Exempt from Fines. The Association shall not be entitled to assess fines against the Developer during the Construction and Sales Period for any alleged violations of the Condominium Documents but shall be rely solely to its other legal remedies for redress of such alleged violations.

Section 19.7 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 19.8 Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-Owner or Co-Owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of

remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 19.9 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 20

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period as defined in Article 3 of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to Developer is intended to apply, insofar as Developer is concerned, only to Developer's rights to improve and control the administration of the Condominium and shall not under any circumstances be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE 21

SEVERABILITY

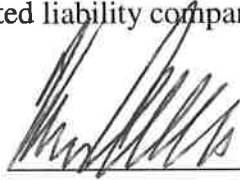
In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions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

[signature on following page]

DEVELOPER:

PULTE HOMES OF MICHIGAN LLC, a Michigan
limited liability company

By:



Kevin Christofferson

Its: Vice President

Dated: October 11, 2018

INDEPENDENCE TOWNSHIP CONDOMINIUM SUBDIVISION PLAN NO. 2251
EXHIBIT "B" TO THE MASTER DEED OF

PINE VISTA
INDEPENDENCE TOWNSHIP, INDEPENDENCE
TOWNSHIP, MICHIGAN SECTION 23, TOWN 4
NORTH, RANGE 9 EAST

COMBINED LEGAL DESCRIPTION

PART OF THE NORTHEAST 1/4 OF SECTION 23, T4N-R9E, INDEPENDENCE TOWNSHIP, INDEPENDENCE TOWNSHIP, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23; THENCE S01°29'31"E 663.82 FEET (S00°21'20"W 660.00 FEET RECORDED) ALONG THE EAST LINE OF SAID SECTION 23 AND THE CENTERLINE OF CLINTONVILLE ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING S01°29'31"E 990.20 FEET ALONG THE EAST LINE OF SAID SECTION 23 AND THE CENTERLINE OF SAID CLINTONVILLE ROAD; THENCE S88°12'08"W 334.87 FEET (S89°28'30"W 335.08 FEET RECORDED); THENCE S01°31'24"E 130.00 FEET (S00°21'20"W 130.00 FEET RECORDED); THENCE CONTINUING SOUTH S01°31'24"E 204.57 FEET; THENCE S87°48'35"W (S89°28'25"W RECORDED) 998.47 FEET; THENCE N01°57'42"W 676.10 FEET; THENCE N00°58'57"W 658.36 FEET; THENCE N88°19'23"E 1332.77 FEET (S89°48'25"E 1332.85 FEET RECORDED) TO THE POINT OF BEGINNING, CONTAINING 38.17 ACRES OF LAND, MORE OR LESS.



DEVELOPER:
PULTE HOMES OF MICHIGAN LLC
A MICHIGAN LIMITED LIABILITY COMPANY
100 BLOOMFIELD HILLS PARKWAY - SUITE #150
BLOOMFIELD HILLS, MI 48304

PROPOSED DATED
OCTOBER 8, 2018

ATTENTION INDEPENDENCE TOWNSHIP REGISTER OF DEEDS
Condominium Subdivision Plans shall be Numbered
Consecutively. When Recorded by the Register of Deeds
and shall be designated INDEPENDENCE TOWNSHIP
Subdivision Plan Number _____. This Number must be
properly shown in the Title on this sheet and in the
Surveyor's Certificate on Sheet 2 of 13.

SHEET INDEX

1. COVER SHEET
2. SURVEY PLAN
3. SITE PLAN - NORTHEAST
4. SITE PLAN - NORTHWEST
5. SITE PLAN - SOUTHWEST
6. SITE PLAN - SOUTHEAST
7. EASEMENT PLAN - NORTH
8. EASEMENT PLAN - SOUTH
9. UTILITY PLAN - NORTH
10. UTILITY PLAN - SOUTH
11. COORDINATES
12. TYPICAL UNIT SECTION
13. TYPICAL UNIT PLAN

This condominium subdivision plan is not required to contain detailed project design plans prepared by the appropriate licensed design professional. Such project design plans are filed, as part of the construction permit application, with the enforcing agency for the state construction code in the relevant governmental subdivision. The enforcing agency may be a local building department or the state department of licensing and regulatory affairs.

COVER SHEET

ENGINEER: **DU JOB NO. 170106**

Diffin-Umlor & Associates
49287 West Road
Wixom, Michigan 48393
(248) 773-7656
Fax (866) 690-4307



NORTH



(IN FEET)
1 inch = 100 ft.

LEGEND

- SECTION CORNER
- MONUMENT & COORDINATES
- EX. SECTION LINE
- EX. EASEMENT
- ADJOINER PARCEL LINE
- BOUNDARY LINE

N:1790.23
E:5345.79



N88°19'23"E
1326.46'(R)
1326.87'(M)

NORTHEAST CORNER
SECTION 23, T4N, R9E
LIBER 15305, PG 848

N:6100.40
E:4947.87

08-23-200-005
7411 CLINTONVILLE RD
CLARKSTON, MI 48348

S89°48'25"E(R) N88°19'23"E(M) 1332.77'(M) 1332.85'(R)

WETLAND "A"
1.33 ACRES
(DEQ
REGULATED)

N00°58'57"W 658.36'(M)

N:5442.47
E:4971.75

08-23-200-022

N01°57'42"W 676.10'(M)

N:4767.33
E:5007.81

S89°28'25"W(R) S87°48'35"W(M) 998.47'(M)

08-23-200-028
7085 CLINTONVILLE RD
CLARKSTON, MI 48348

N:4824.57
E:6004.64

N:5028.92
E:5995.29

N:5175.69
E:6323.79

N:5158.78
E:5989.35

S00°21'20"W(R)
S01°31'24"E(M)
130.00'(R&M)

S89°28'30"W(R) S88°12'08"W(M)
335.08'(R) 334.87'(M)

S00°21'20"W(R)
S01°29'31"E(M)
990.20'(M)

N:6164.88
E:6279.09

OVERHEAD ELECTRIC
(WITHOUT THE BENEFIT
OF A RECORDED EASEMENT)

PINE VISTA
CONDOMINIUM
PARCEL
AREA = 38.17
ACRES

EXISTING ELECTRICAL
EASEMENT
PER LIBER 41357, PG. 71

EXISTING 33'
PUBLIC R/W

PROPOSED 60'
PUBLIC R/W
(TO BE DEDICATED
TO COUNTY ROAD COMMISSION)

N:6164.88
E:6279.09

S00°21'20"W(R)
S01°29'31"E(M)
663.82'(M)
660.00'(R)

CLINTONVILLE RD
(PROPOSED 120' PUBLIC ROW)
(2 LANE ASPHALT)

S00°21'20"W(R)
S01°29'31"E(M)
990.20'(M)

CLINTONVILLE RD
(PROPOSED 120' PUBLIC ROW)
(2 LANE ASPHALT)

S00°21'20"W(R)
S01°29'31"E(M)
990.20'(M)

CLINTONVILLE RD
(PROPOSED 120' PUBLIC ROW)
(2 LANE ASPHALT)

S00°21'20"W(R)
S01°31'24"E(M)
130.00'(R&M)

S00°21'20"W(R)
S01°31'24"E(M)
130.00'(R&M)

S00°21'20"W(R)
S01°31'24"E(M)
130.00'(R&M)

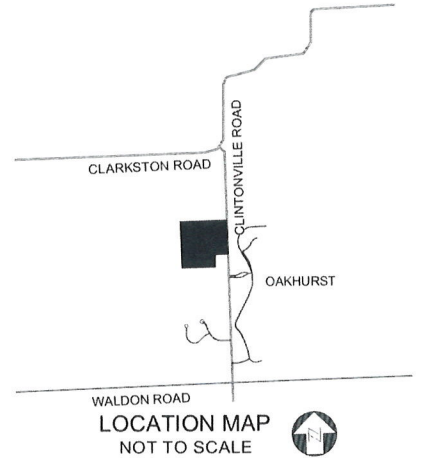
S00°21'20"W(R)
S01°31'24"E(M)
130.00'(R&M)

LEGAL DESCRIPTION

PART OF THE NORTHEAST 1/4 OF SECTION 23, T4N-R9E, INDEPENDENCE TOWNSHIP, INDEPENDENCE TOWNSHIP, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23; THENCE S01°29'31"E 663.82 FEET (S00°21'20"W 660.00 FEET RECORDED) ALONG THE EAST LINE OF SAID SECTION 23 AND THE CENTERLINE OF CLINTONVILLE ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING S01°29'31"E 990.20 FEET ALONG THE EAST LINE OF SAID SECTION 23 AND THE CENTERLINE OF SAID CLINTONVILLE ROAD; THENCE S88°12'08"W 334.87 FEET (S89°28'30"W 335.08 FEET RECORDED); THENCE S01°31'24"E 130.00 FEET (S00°21'20"W 130.00 FEET RECORDED); THENCE CONTINUING SOUTH S01°31'24"E 204.57 FEET; THENCE S87°48'35"W (S89°28'25"W RECORDED) 998.47 FEET; THENCE N01°57'42"W 676.10 FEET; THENCE N00°58'57"W 658.36 FEET; THENCE N88°19'23"E 1332.77 FEET (S89°48'25"E 1332.85 FEET RECORDED) TO THE POINT OF BEGINNING, CONTAINING 38.17 ACRES OF LAND, MORE OR LESS.

BENCHMARKS:

- BENCHMARK #1
ARROW ON TOP OF HYDRANT
EAST SIDE CLINTONVILLE RD.
EL. = 1056.93 (NAVD 83)
- BENCHMARK #2
NORTH MOST RIM EXISTING
STORM STRUCTURE @
ENTRANCE
TO OAKHURST CONDOMINIUM
EL. = 1054.88 (NAVD 83)



SURVEYOR'S CERTIFICATE

I, Wes Lee O. Umlor, REGISTERED PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS PINE VISTA, INDEPENDENCE TOWNSHIP SUBDIVISION PLAN NO. 2357, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE EXISTING ENCROACHMENTS AS NOTED UPON THE LANDS AND PROPERTY DESCRIBED AS SHOWN, THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED, THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED, THAT THE BEARINGS, AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

DATE: 10-10-18

SIGNED: Wes Lee O. Umlor
REGISTERED PROFESSIONAL SURVEYOR
REGISTRATION NO.: 56369
DIFFIN-UMLOR & ASSOCIATES
49287 WEST ROAD
WIXOM, MI 48393

SURVEY PLAN

PINE VISTA
INDEPENDENCE TOWNSHIP
INDEPENDENCE TOWNSHIP, MICHIGAN

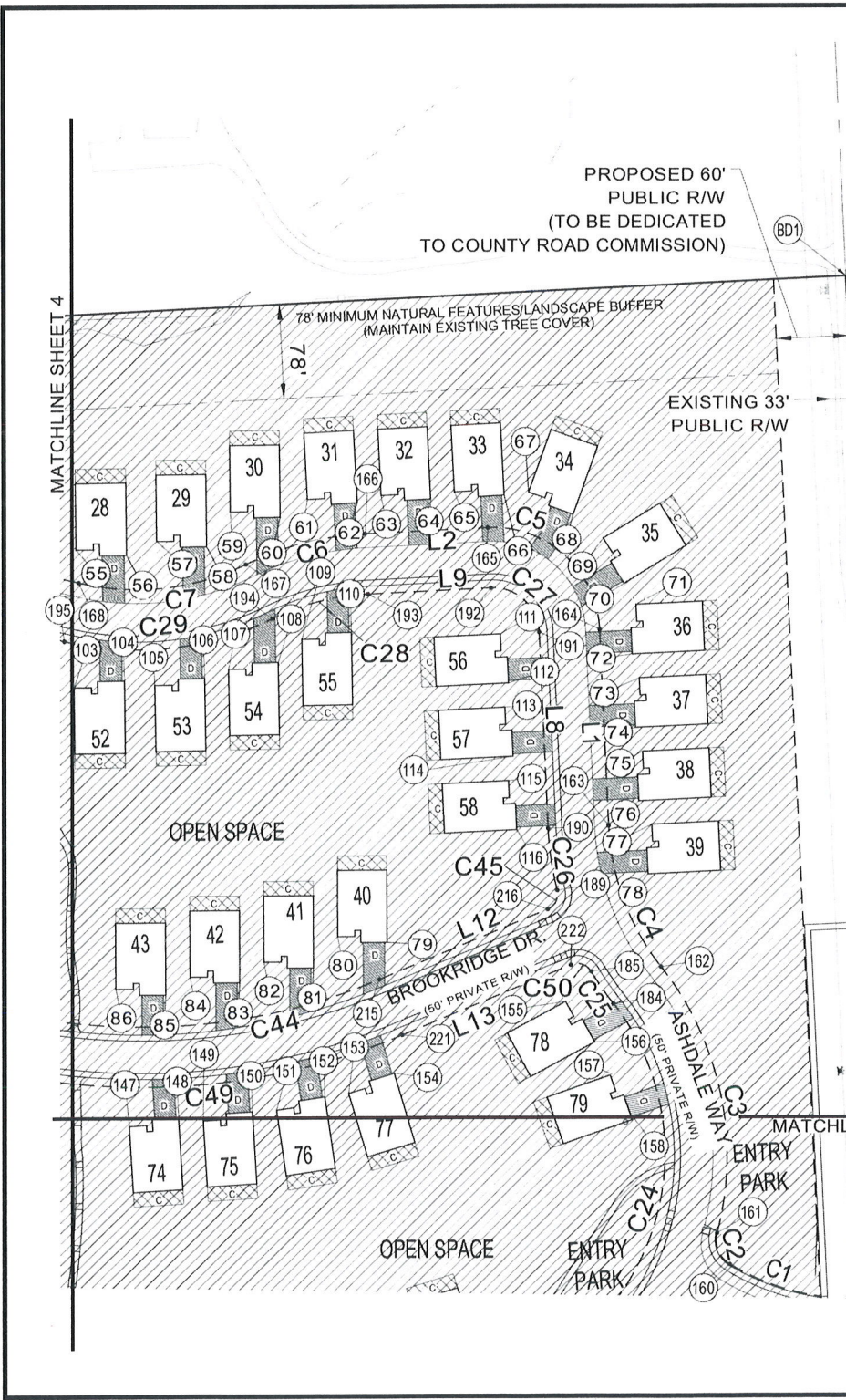
Diffin-Umlor & Associates

49287 West Road
Wixom, Michigan 48393
Tel. (248) 773-7856
Fax. (866) 690-4307

**PROPOSED
DATED
09-05-18**

FLOODPLAIN NOTE:
ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 26125C0351F DATED SEPTEMBER 29, 2006 THE SUBJECT PARCEL IS LOCATED IN ZONE "X" - AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

DATE	10-08-18
SHEET NO.	2 OF 13



CLINTONVILLE RD.
(PROPOSED 120' PUBLIC ROW)
(2 LANE ASPHALT)

08-23-100-003
7390 CLINTONVILLE RD.
CLARKSTON, MI. 48348

08-23-101-013
5123 DORSETFIELD CT.
CLARKSTON, MI 48348

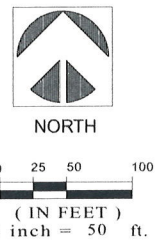
08-23-101-012
VL DORSET CT.
CLARKSTON, MI. 48348

08-23-101-011
6918 OAKHURST RIDGE RD.
CLARKSTON, MI. 48348

08-23-101-010
6914 OAKHURST RIDGE RD.
CLARKSTON, MI. 48348

08-23-101-009
6912 OAKHURST RIDGE RD.
CLARKSTON, MI. 48348

08-23-101-008
6910 OAKHURST RIDGE RD.
CLARKSTON, MI. 48348



LEGEND

	GENERAL COMMON ELEMENTS
	LIMITED COMMON ELEMENTS
	CONVERTIBLE AREA
	LIMITS OF OWNERSHIP
	COORDINATE POINT
	PROPOSED MONUMENT & COORDINATE
66	PROPOSED UNIT NUMBER
C	CONVERTIBLE AREA
D	DRIVEWAY (LIMITED COMMON AREA)

NOTES:

- a. UNITS 1-79 MUST BE BUILT. ALL OTHER UNITS NEED NOT BE BUILT.
- b. ALL UTILITY IMPROVEMENTS AND ROAD TO SERVE UNITS 1-79 MUST BE BUILT. ALL OTHER UTILITY IMPROVEMENTS NEED NOT BE BUILT.
- c. ALL UNITS, LAND AND COMMON ELEMENTS ARE CONVERTIBLE PURSUANT TO ARTICLE 8 OF THE MASTER DEED AND CONTRACTIBLE PURSUANT TO ARTICLE 9 OF THE MASTER DEED.
- d. ALL INTERIOR ROADS ARE PRIVATELY OWNED AND MAINTAINED IN ACCORDANCE WITH ARTICLE 4 OF THE MASTER DEED.
- e. SEE SHEET 12 FOR BUILDING SETBACK DETAILS.
- f. NO UNITS ARE LOCATED ON DESIGNATED WETLANDS.

BOUNDARY COORDINATE TABLE

POINT #	NORTHING	EASTING
BD1	6164.98	6279.09

THIS TABLE REFLECTS MICHIGAN SOUTH COORDINATES. THE PREFIX FOR ALL THE NORTHING NUMBERS (1339) AND EASTING (45) HAVE BEEN LEFT OUT TO ELIMINATE DUPLICATION WITHIN.



NOTE:

- 1. ALL UNITS ARE DEPICTED AS TYPE 'B'.
- 2. AS-BUILT PLANS WILL INDICATE ACTUAL TYPE BUILT. SEE ALSO SHEET 13.

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHD-BRG	CHD LENGTH
C2	29.90	23.50	72°53'40"	S20°51'48"E	27.92
C3	234.17	255.00	52°36'52"	N10°43'25"W	226.02
C4	127.16	205.00	35°32'22"	S19°15'40"E	125.13
C5	139.27	88.50	90°09'45"	N46°34'21"W	125.34
C6	102.60	255.00	23°03'15"	S76°49'09"W	101.91
C7	140.81	205.00	39°21'21"	N84°58'12"E	138.06
C24	400.41	202.00	113°34'21"	N19°51'54"E	338.00
C25	32.33	255.00	7°15'49"	S33°17'22"E	32.31
C26	51.98	255.00	11°40'44"	S07°19'49"E	51.89
C27	60.58	38.50	90°09'45"	N46°34'21"W	54.52
C28	82.49	205.00	23°03'15"	S76°49'09"W	81.93
C29	175.16	255.00	39°21'21"	N84°58'12"E	171.73
C44	281.86	510.00	31°39'57"	N84°25'09"E	278.29
C45	19.26	13.50	81°45'22"	N27°42'30"E	17.67
C49	309.50	560.00	31°39'57"	N84°25'09"E	305.57
C50	19.26	13.50	81°45'22"	N70°32'09"W	17.67

LINE TABLE

LINE	LENGTH	BEARING
L1	163.17	S01°29'28"E
L2	101.68	N88°20'47"E
L8	163.17	S01°29'28"E
L9	101.68	N88°20'47"E
L12	151.37	N68°35'10"E
L13	151.37	N68°35'10"E

PROPOSED DATED 10-08-18

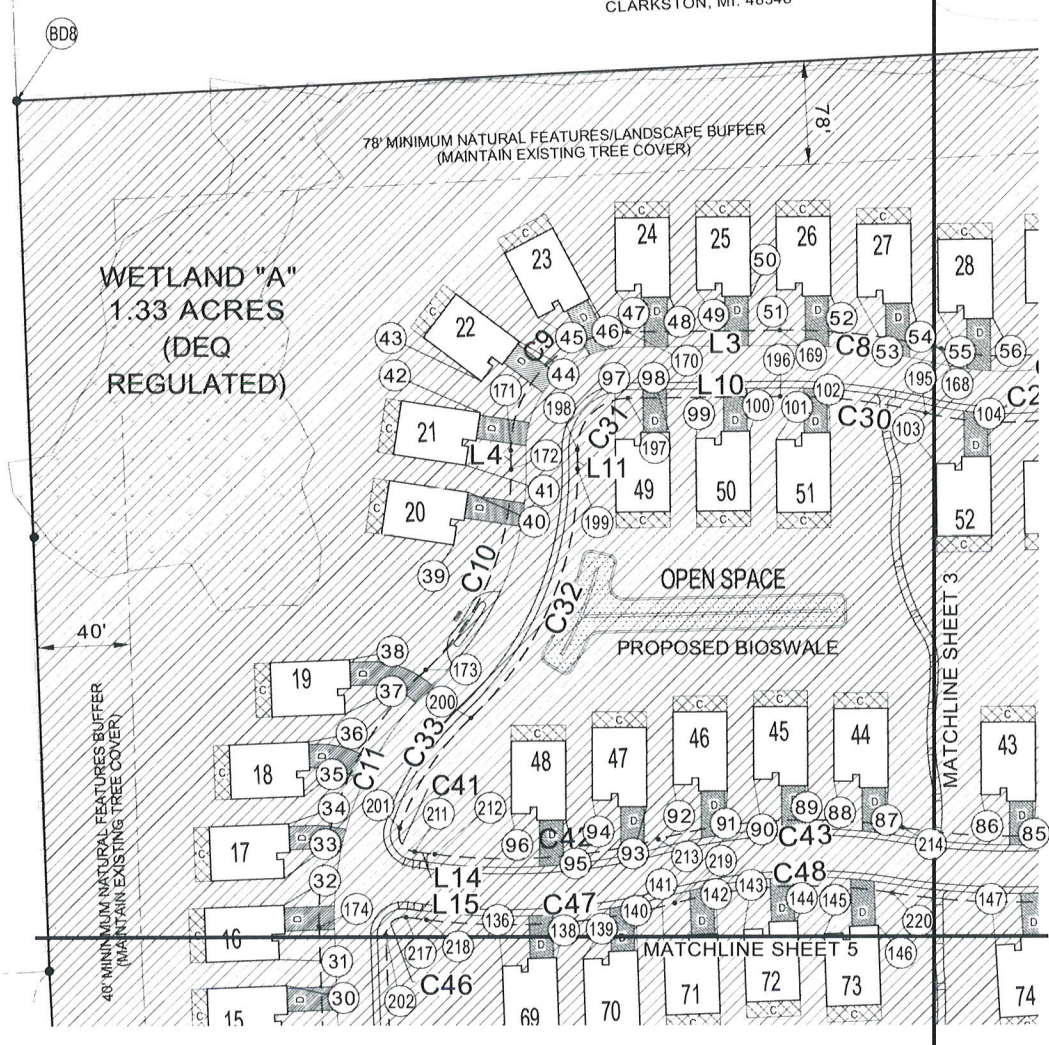
SITE PLAN - NORTHEAST

PINE VISTA
INDEPENDENCE TOWNSHIP
INDEPENDENCE TOWNSHIP, MICHIGAN

Diffin-Umlor & Associates
49287 West Road
Wixom, Michigan 48393
Tel. (248) 773-7656
Fax. (866) 690-4307

DATE: 10-08-18
SHEET NO: 3 OF 13

08-23-200-005
7411 CLINTONVILLE RD.
CLARKSTON, MI. 48348



BD8

78' MINIMUM NATURAL FEATURES/LANDSCAPE BUFFER
(MAINTAIN EXISTING TREE COVER)

WETLAND "A"
1.33 ACRES
(DEQ
REGULATED)

OPEN SPACE
PROPOSED BIOSWALE

40'

48' MINIMUM NATURAL FEATURES BUFFER
(MAINTAIN EXISTING TREE COVER)

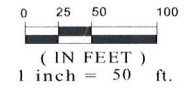
MATCHLINE SHEET 3

MATCHLINE SHEET 5

- NOTE:
- ALL UNITS ARE DEPICTED AS TYPE 'B'.
 - AS-BUILT PLANS WILL INDICATE ACTUAL TYPE BUILT. SEE ALSO SHEET 13.



NORTH



NOTES:

- UNITS 1-79 MUST BE BUILT. ALL OTHER UNITS NEED NOT BE BUILT.
- ALL UTILITY IMPROVEMENTS AND ROAD TO SERVE UNITS 1-79 MUST BE BUILT. ALL OTHER UTILITY IMPROVEMENTS NEED NOT BE BUILT.
- ALL UNITS, LAND AND COMMON ELEMENTS ARE CONVERTIBLE PURSUANT TO ARTICLE 8 OF THE MASTER DEED AND CONTRACTIBLE PURSUANT TO ARTICLE 9 OF THE MASTER DEED.
- ALL INTERIOR ROADS ARE PRIVATELY OWNED AND MAINTAINED IN ACCORDANCE WITH ARTICLE 4 OF THE MASTER DEED.
- SEE SHEET 12 FOR BUILDING SETBACK DETAILS.
- NO UNITS ARE LOCATED ON DESIGNATED WETLANDS.

LEGEND

- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS
- CONVERTIBLE AREA
- LIMITS OF OWNERSHIP

- 13 COORDINATE POINT
- PROPOSED MONUMENT & COORDINATE
- 66 PROPOSED UNIT NUMBER
- C CONVERTIBLE AREA
- D DRIVEWAY (LIMITED COMMON AREA)

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHD-BRG	CHD LENGTH
C8	123.26	500.00	14°07'29"	N82°24'52"W	122.95
C9	139.02	88.50	90°00'00"	S45°31'24"W	125.16
C10	169.19	205.00	47°17'15"	N24°10'01"E	164.43
C11	216.95	255.00	48°44'50"	S23°26'14"W	210.47
C30	110.94	450.00	14°07'29"	N82°24'52"W	110.66
C31	60.48	38.50	90°00'00"	S45°31'24"W	54.45
C32	210.46	255.00	47°17'15"	N24°10'01"E	204.54
C33	100.32	205.00	28°02'23"	S33°47'27"W	99.33
C41	23.94	13.50	101°35'53"	S31°01'40"E	20.92
C42	169.97	450.00	21°38'29"	N87°21'09"E	168.96
C43	186.89	453.13	23°37'54"	S88°26'10"W	185.57
C46	23.35	13.50	99°06'35"	S48°37'06"W	20.55
C47	188.82	500.00	21°38'12"	N87°21'17"E	187.70
C48	166.24	403.13	23°37'35"	S88°26'20"W	165.06

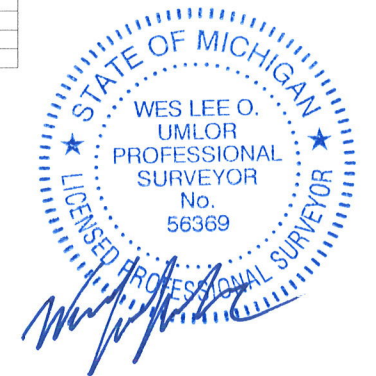
LINE TABLE

LINE	LENGTH	BEARING
L3	115.67	N89°28'36"W
L4	14.49	N00°31'24"E
L10	115.67	N89°28'36"W
L11	14.49	N00°31'24"E
L14	15.23	S81°49'37"E
L15	15.41	S81°49'37"E

BOUNDARY COORDINATE TABLE

POINT #	NORTHING	EASTING
BD8	6100.40	4947.87

THIS TABLE REFLECTS MICHIGAN SOUTH COORDINATES. THE PREFIX FOR ALL THE NORTHING NUMBERS (1339) AND EASTING (45) HAVE BEEN LEFT OUT TO ELIMINATE DUPLICATION WITHIN.



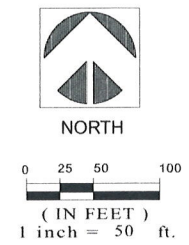
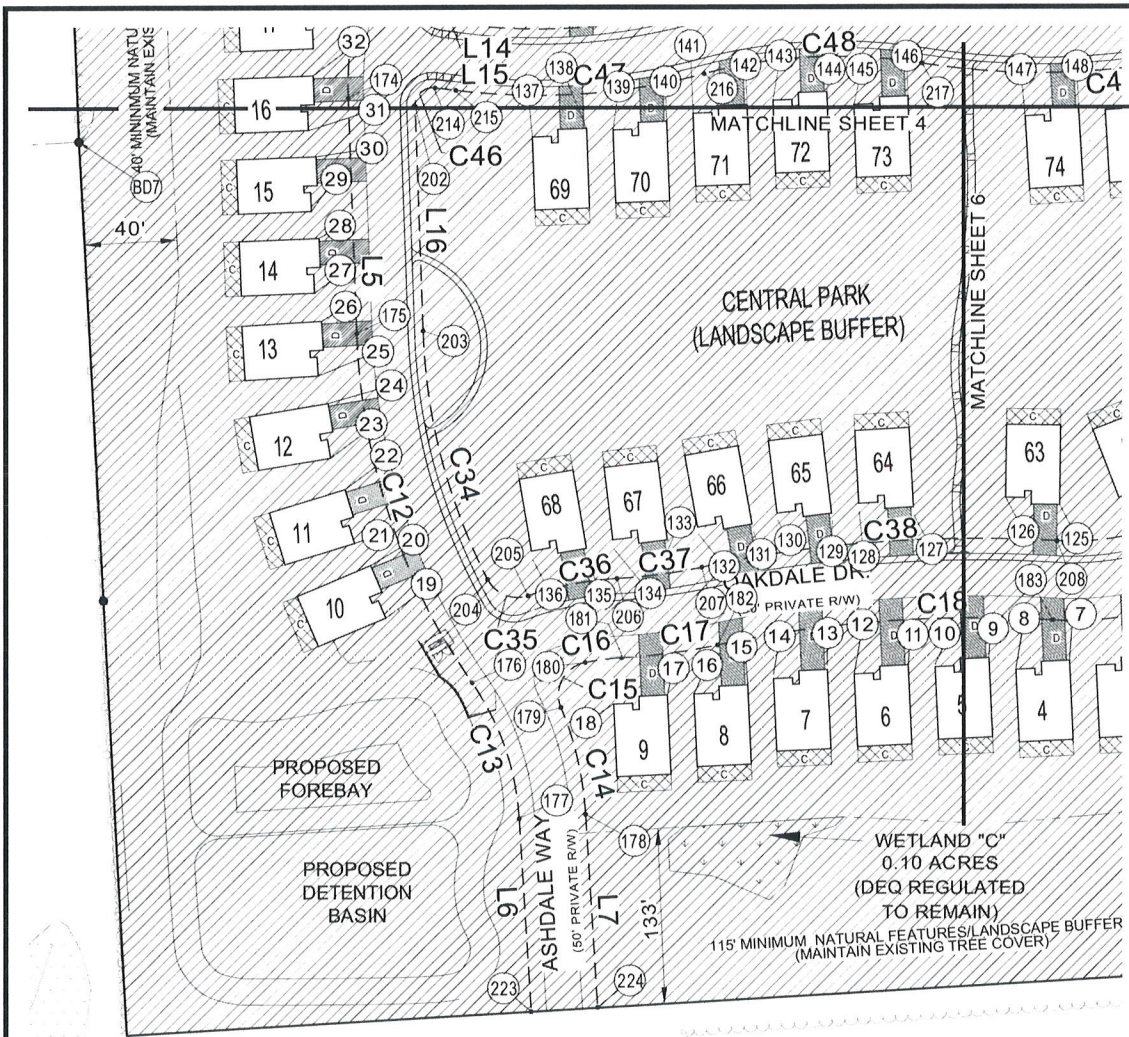
SITE PLAN - NORTHWEST

PINE VISTA
INDEPENDENCE TOWNSHIP
INDEPENDENCE TOWNSHIP, MICHIGAN

**PROPOSED
DATED
10-08-18**

Diffin-Umlor & Associates
49287 West Road
Wixom, Michigan 48393
Tel. (248) 773-7656
Fax. (866) 690-4307

DRAWN	SOT
CHECKED	MD
DATE	10-06-18
SHEET NO.	4 OF 13



- LEGEND**
- GENERAL COMMON ELEMENTS
 - LIMITED COMMON ELEMENTS
 - CONVERTIBLE AREA
 - LIMITS OF OWNERSHIP
 - COORDINATE POINT
 - PROPOSED MONUMENT & COORDINATE
 - PROPOSED UNIT NUMBER
 - CONVERTIBLE AREA
 - DRIVEWAY (LIMITED COMMON AREA)

- NOTES:**
- a. UNITS 1-79 MUST BE BUILT. ALL OTHER UNITS NEED NOT BE BUILT.
 - b. ALL UTILITY IMPROVEMENTS AND ROAD TO SERVE UNITS 1-79 MUST BE BUILT. ALL OTHER UTILITY IMPROVEMENTS NEED NOT BE BUILT.
 - c. ALL UNITS, LAND AND COMMON ELEMENTS ARE CONVERTIBLE PURSUANT TO ARTICLE 8 OF THE MASTER DEED AND CONTRACTIBLE PURSUANT TO ARTICLE 9 OF THE MASTER DEED.
 - d. ALL INTERIOR ROADS ARE PRIVATELY OWNED AND MAINTAINED IN ACCORDANCE WITH ARTICLE 4 OF THE MASTER DEED.
 - e. SEE SHEET 12 FOR BUILDING SETBACK DETAILS.
 - f. NO UNITS ARE LOCATED ON DESIGNATED WETLANDS.

BOUNDARY COORDINATE TABLE

POINT #	NORTHING	EASTING
BD6	4767.33	5007.81
BD7	5442.47	4971.75

THIS TABLE REFLECTS MICHIGAN SOUTH COORDINATES. THE PREFIX FOR ALL THE NORTHING NUMBERS (1330) AND EASTING (45) HAVE BEEN LEFT OUT TO ELIMINATE DUPLICATION WITHIN.

LINE TABLE

LINE	LENGTH	BEARING
L5	177.51	N00°56'11"W
L6	146.42	S02°29'28"E
L7	146.42	S02°29'28"E
L14	15.23	S81°49'37"E
L15	15.41	S81°49'37"E
L16	169.23	N00°56'11"W

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHD-BRG	CHD LENGTH
C12	281.64	500.00	32°16'24"	S17°04'23"E	277.93
C13	109.91	205.00	30°43'07"	N17°51'02"W	108.60
C14	83.32	255.00	18°43'20"	N11°51'08"W	82.95
C15	44.06	25.00	100°58'28"	S29°16'25"W	38.57
C16	27.90	200.00	7°59'37"	S83°45'28"W	27.88
C17	73.42	505.00	8°19'49"	N83°35'22"E	73.36
C18	254.48	970.00	15°01'53"	S86°56'24"W	253.75
C34	195.28	450.00	24°51'49"	S13°22'06"E	193.75
C35	35.58	25.00	81°32'04"	S66°34'03"E	32.65
C36	68.47	260.00	15°05'21"	S80°12'36"W	68.28
C37	64.70	445.00	8°19'49"	N83°35'22"E	64.64
C38	270.22	1030.00	15°01'53"	S86°56'24"W	269.44
C46	23.35	13.50	99°06'35"	S48°37'06"W	20.55
C47	188.82	500.00	21°38'12"	N87°21'17"E	187.70
C48	166.24	403.13	23°37'35"	S88°26'20"W	165.06

- NOTE:**
1. ALL UNITS ARE DEPICTED AS TYPE 'B'.
 2. AS-BUILT PLANS WILL INDICATE ACTUAL TYPE BUILT. SEE ALSO SHEET 13.



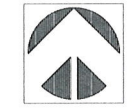
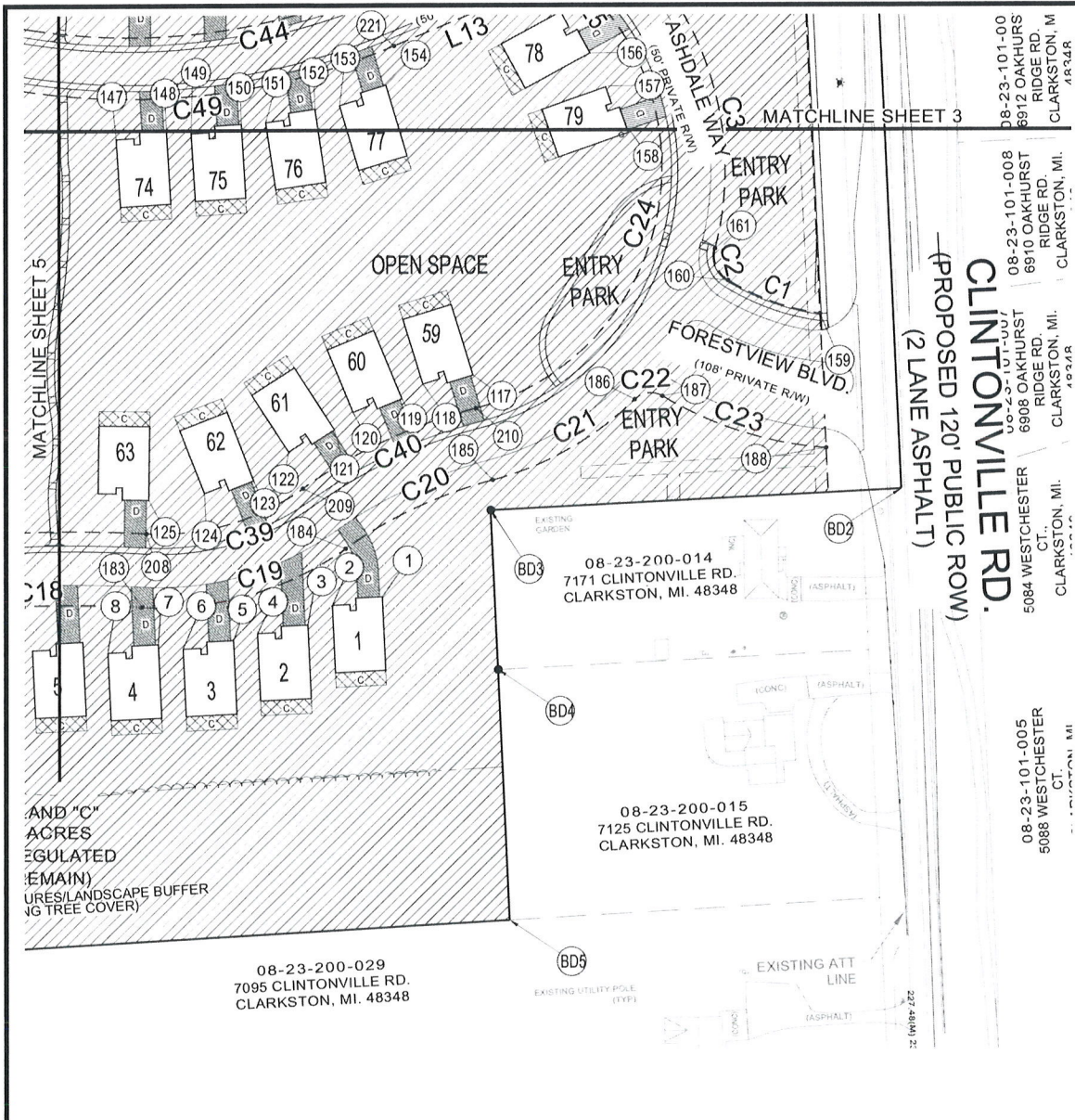
PROPOSED DATED 10-08-18

SITE PLAN - SW

PINE VISTA
INDEPENDENCE TOWNSHIP
INDEPENDENCE TOWNSHIP, MICHIGAN

Diffin-Umlor & Associates
49287 West Road
Wixom, Michigan 48393
Tel. (248) 773-7656
Fax. (866) 690-4307

DRAWN	SOT
CHECKED	MD
DATE	10-08-18
SHEET NO.	5 OF 13



NORTH
 0 25 50 100
 (IN FEET)
 1 inch = 50 ft.

LEGEND

- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS
- CONVERTIBLE AREA
- LIMITS OF OWNERSHIP

- 13 COORDINATE POINT
- PROPOSED MONUMENT & COORDINATE
- 66 PROPOSED UNIT NUMBER
- C CONVERTIBLE AREA
- D DRIVEWAY (LIMITED COMMON AREA)

NOTES:

- a. UNITS 1-79 MUST BE BUILT. ALL OTHER UNITS NEED NOT BE BUILT.
- b. ALL UTILITY IMPROVEMENTS AND ROAD TO SERVE UNITS 1-79 MUST BE BUILT. ALL OTHER UTILITY IMPROVEMENTS NEED NOT BE BUILT.
- c. ALL UNITS, LAND AND COMMON ELEMENTS ARE CONVERTIBLE PURSUANT TO ARTICLE 8 OF THE MASTER DEED AND CONTRACTIBLE PURSUANT TO ARTICLE 9 OF THE MASTER DEED.
- d. ALL INTERIOR ROADS ARE PRIVATELY OWNED AND MAINTAINED IN ACCORDANCE WITH ARTICLE 4 OF THE MASTER DEED.
- e. SEE SHEET 12 FOR BUILDING SETBACK DETAILS.
- f. NO UNITS ARE LOCATED ON DESIGNATED WETLANDS.

BOUNDARY COORDINATE TABLE

POINT #	NORTHING	EASTING
BD2	5175.69	6323.79
BD3	5158.78	5989.35
BD4	5028.92	5995.29
BD5	4824.57	6004.64

THIS TABLE REFLECTS MICHIGAN SOUTH COORDINATES. THE PREFIX FOR ALL THE NORTHING NUMBERS (1339) AND EASTING (45) HAVE BEEN LEFT OUT TO ELIMINATE DUPLICATION WITHIN.

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHD-BRG	CHD LENGTH
C1	79.97	196.00	23°22'42"	S68°59'59"E	79.42
C2	29.90	23.50	72°53'40"	S20°51'48"E	27.92
C3	234.17	255.00	52°36'52"	N10°43'25"W	226.02
C19	175.06	260.00	38°34'37"	N75°10'02"E	171.77
C20	132.73	370.00	20°33'15"	S66°09'21"W	132.02
C21	134.31	260.00	29°35'54"	N61°38'02"E	132.82
C22	24.27	18.50	75°09'58"	S84°25'04"W	22.57
C23	140.88	304.00	26°33'07"	S71°16'30"E	139.62
C24	400.41	202.00	113°34'21"	N19°51'54"E	338.00
C39	134.66	200.00	38°34'37"	N75°10'02"E	132.13
C40	155.89	430.00	20°46'20"	S66°15'54"W	155.04
C49	309.50	560.00	31°39'57"	N84°25'09"E	305.57

NOTE:

1. ALL UNITS ARE DEPICTED AS TYPE 'B'.
2. AS-BUILT PLANS WILL INDICATE ACTUAL TYPE BUILT. SEE ALSO SHEET 13.



**PROPOSED
 DATED
 10-08-18**

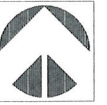
SITE PLAN - SOUTHEAST

PINE VISTA
 INDEPENDENCE TOWNSHIP
 INDEPENDENCE TOWNSHIP, MICHIGAN

Diffin-Umlor & Associates
 49287 West Road
 Wixom, Michigan 48393
 Tel. (248) 773-7656
 Fax. (866) 690-4307

DRAWN	SOT
CHKD.	MD
DATE	10-08-18
SHT NO.	6 OF 13

08-23-200-005
7411 CLINTONVILLE RD.
CLARKSTON, MI. 48348



NORTH

0 25 50 100
(IN FEET)
1 inch = 50 ft.

CLINTONVILLE RD.
PROPOSED 120' PUBLIC ROW
(2 LANE ASPHALT)

08-23-101-013
7391
CLAK

08-23-101-013
5123 DORSETFIELD CT.
CLARKSTON, MI. 48348

08-23-101-011
6918 OAKHURST
RIDGE RD.
CLARKSTON, MI. 48348

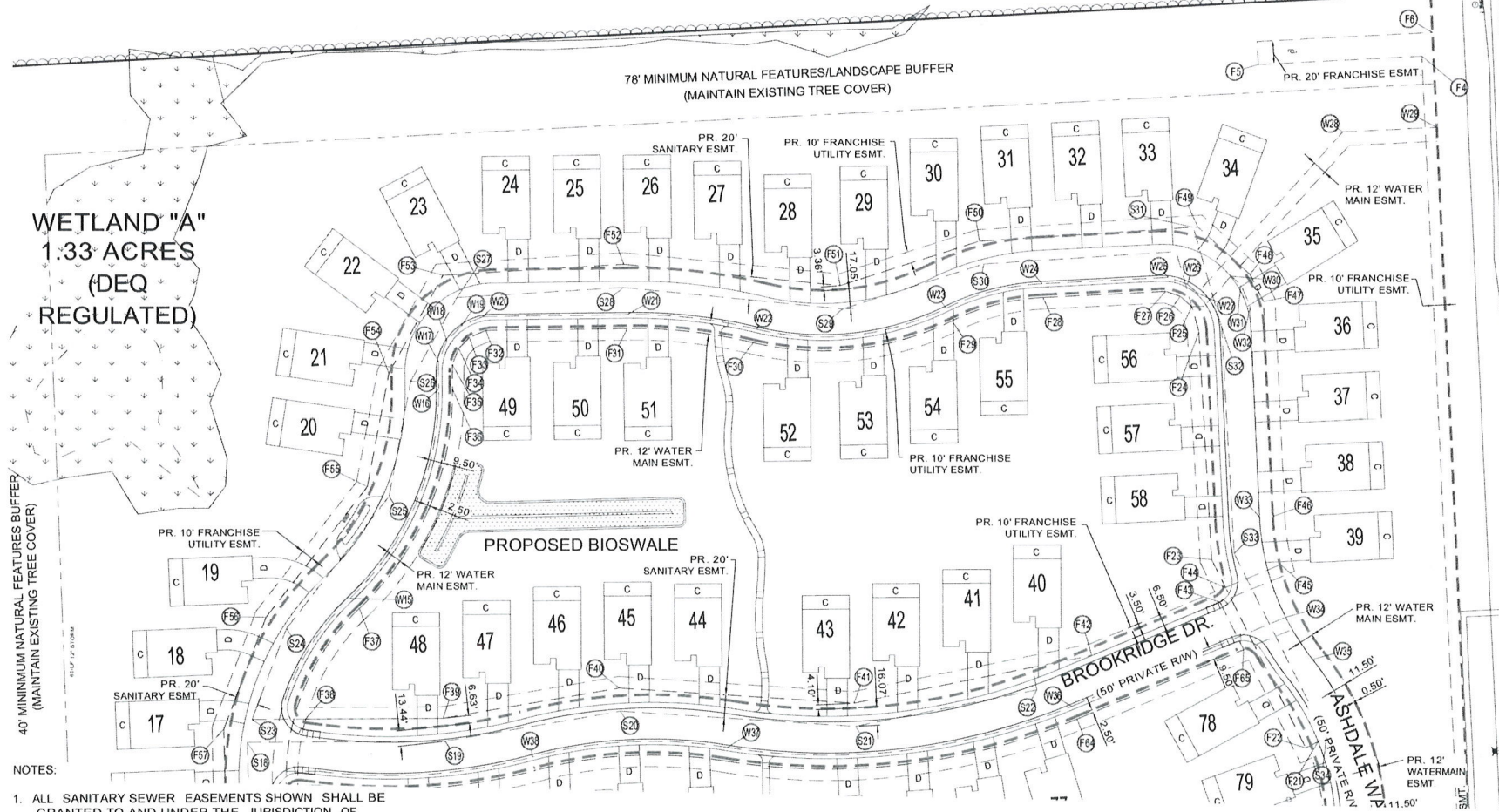
08-23-101-010
6914 OAKHURST
RIDGE RD.
CLARKSTON, MI. 48348

08-23-101-009
6912 OAKHURST
RIDGE RD.
CLARKSTON, MI. 48348

WETLAND "A"
1.33 ACRES
(DEQ
REGULATED)

40' MINIMUM NATURAL FEATURES BUFFER
(MAINTAIN EXISTING TREE COVER)

78' MINIMUM NATURAL FEATURES/LANDSCAPE BUFFER
(MAINTAIN EXISTING TREE COVER)



NOTES:

1. ALL SANITARY SEWER EASEMENTS SHOWN SHALL BE GRANTED TO AND UNDER THE JURISDICTION OF INDEPENDENCE TOWNSHIP. ALL SANITARY EASEMENTS SHALL BE DEED WITH ANOTHER DOCUMENT.
2. ALL WATER SYSTEM EASEMENTS SHOWN SHALL BE GRANTED TO AND UNDER THE JURISDICTION OF INDEPENDENCE TOWNSHIP. ALL WATER MAIN EASEMENTS SHALL BE DEED WITH ANOTHER DOCUMENT.
3. ALL FRANCHISE UTILITY EASEMENTS SHOWN SHALL BE GRANTED TO AND UNDER THE JURISDICTION OF EACH INDIVIDUAL UTILITY. ALL FRANCHISE EASEMENTS SHALL BE DEED WITH ANOTHER DOCUMENT. ALL FRANCHISE EASEMENTS SHALL BE FOR THE INSTALLATION, MAINTENANCE, AND REPAIR OF PROPOSED AND EXISTING POWER, CABLE TV, TELEPHONE, GAS, FIBER OPTIC UTILITIES, ETC.
4. ALL LAND, UNITS, AND COMMON ELEMENTS ARE CONVERTIBLE AREAS UNDER MASTER DEED ARTICLE 8 AND CONTRACTIBLE AREAS UNDER MASTER DEED ARTICLE 9.
5. ALL SANITARY SEWER, WATER MAIN EASEMENTS, AND FRANCHISE UTILITY EASEMENTS. INFORMATION AS SHOWN, OBTAINED FROM PLANS PREPARED BY DIFFIN-UMLOR & ASSOCIATES DATED JUNE 4, 2018.



LEGEND

- 60 PROPOSED UNIT NUMBER
- 103 COORDINATE POINT
- D PROPOSED DRIVE
- C CONVERTIBLE AREA
- PROPOSED SANITARY EASEMENT LINE
- PROPOSED WATER MAIN EASEMENT LINE
- PROPOSED FRANCHISE UTILITY EASEMENT LINE
- PROPOSED UNIT BOUNDARY
- PROPOSED PRIVATE RIGHT-OF-WAY LINE

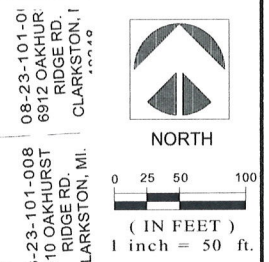
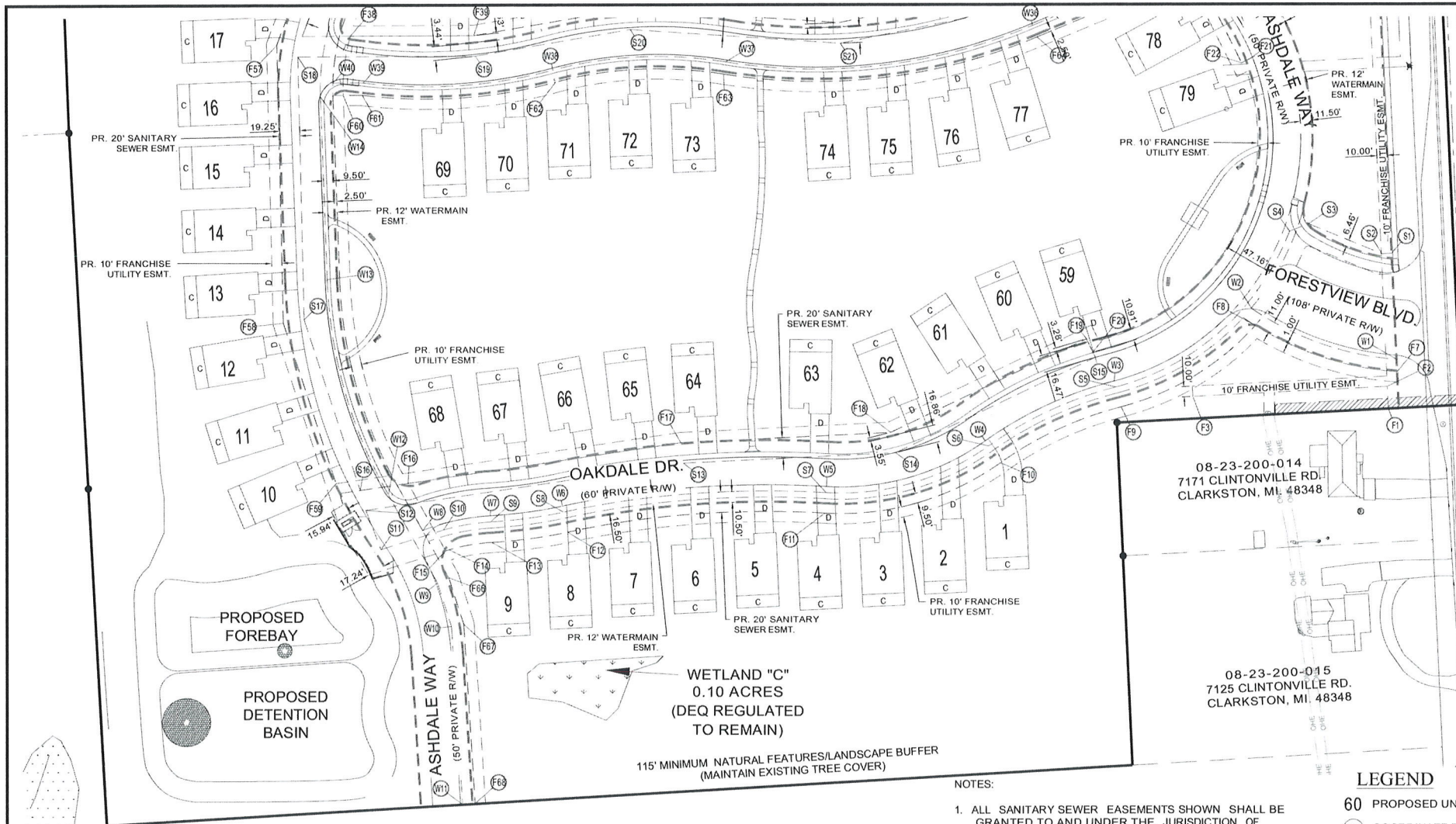
PROPOSED
DATED
10-08-18

EASEMENT PLAN - NORTH

PINE VISTA
INDEPENDENCE TOWNSHIP
OAKLAND COUNTY, MICHIGAN

Diffin-Umlor & Associates
49287 West Road
Wixom, Michigan 48393
Tel. (248) 773-7656
Fax. (866) 690-4307

DRAWN SDT
CHKD. MD
DATE 10-08-18
SHEET NO. 7 OF 13



CLINTONVILLE RD.
 (PROPOSED 120' PUBLIC ROW)
 (2 LANE ASPHALT)

08-23-101-01
 6912 OAKHURST
 RIDGE RD.
 CLARKSTON, MI 48348

08-23-101-008
 6910 OAKHURST
 RIDGE RD.
 CLARKSTON, MI 48348

08-23-200-014
 7171 CLINTONVILLE RD.
 CLARKSTON, MI 48348

08-23-200-015
 7125 CLINTONVILLE RD.
 CLARKSTON, MI 48348

115' MINIMUM NATURAL FEATURES/LANDSCAPE BUFFER
 (MAINTAIN EXISTING TREE COVER)

PROPOSED FOREBAY
 PROPOSED DETENTION BASIN

WETLAND "C"
 0.10 ACRES
 (DEQ REGULATED TO REMAIN)

NOTES:

1. ALL SANITARY SEWER EASEMENTS SHOWN SHALL BE GRANTED TO AND UNDER THE JURISDICTION OF INDEPENDENCE TOWNSHIP. ALL SANITARY EASEMENTS SHALL BE DEED WITH ANOTHER DOCUMENT.
2. ALL WATER SYSTEM EASEMENTS SHOWN SHALL BE GRANTED TO AND UNDER THE JURISDICTION OF INDEPENDENCE TOWNSHIP. ALL WATER MAIN EASEMENTS SHALL BE DEED WITH ANOTHER DOCUMENT.
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LEGEND

- 60 PROPOSED UNIT NUMBER
- 103 COORDINATE POINT
- D PROPOSED DRIVE
- C CONVERTIBLE AREA
- - - PROPOSED SANITARY EASEMENT LINE
- - - PROPOSED WATER MAIN EASEMENT LINE
- - - PROPOSED FRANCHISE UTILITY EASEMENT LINE
- - - PROPOSED UNIT BOUNDARY
- - - PROPOSED PRIVATE RIGHT-OF-WAY LINE

PROPOSED
 DATED
 10-08-18



Wes Lee O. Umlor

EASEMENT PLAN - SOUTH

PINE VISTA
 INDEPENDENCE TOWNSHIP
 OAKLAND COUNTY, MICHIGAN

Diffin-Umlor & Associates

49287 West Road
 Wixom, Michigan 48393
 Tel. (248) 773-7656
 Fax. (866) 690-4307

DRAWN	SOT
CHKD	MD
DATE	10-08-18
SHEET NO.	8 OF 13

08-23-200-005
7411 CLINTONVILLE RD.
CLARKSTON, MI. 48348

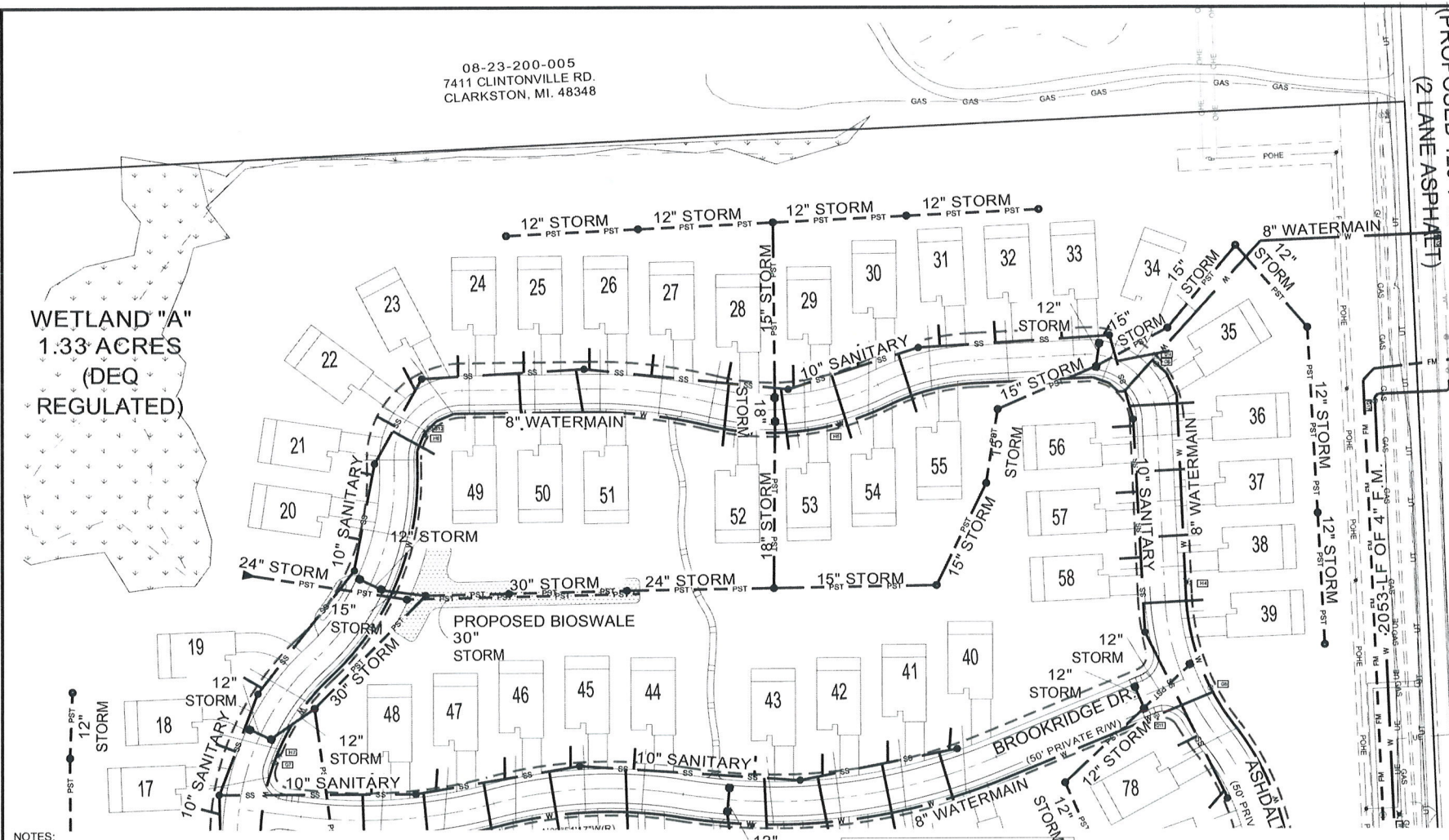


NORTH



(IN FEET)
1 inch = 50 ft.

WETLAND "A"
1.33 ACRES
(DEQ
REGULATED)



CLINTONVILLE RD.
(PROPOSED 120' PUBLIC ROW)
(2-LANE ASPHALT)

- 08-23-101-012R
VL DORSET CT
CLARKSTON, MI.
48348
- 08-23-101-011
6918 OAKHURST
RIDGE RD.
CLARKSTON, MI.
48348
- 08-23-101-010
6914 OAKHURST
RIDGE RD.
CLARKSTON, MI.
48348
- 23-101-009
2 OAKHURST
RIDGE RD.
CLARKSTON, MI.
48348

NOTES:

1. ALL UNITS TO BE SERVICED WITH SANITARY SEWER AND WATER MAIN. INFORMATION AS SHOWN, OBTAINED FROM PLANS PREPARED BY DIFFIN-UMLOR & ASSOCIATES DATED JUNE 4, 2018.
2. ALL UNITS WILL BE SERVICED WITH ELECTRIC BY DTE ENERGY, TELEPHONE BY AT&T INC., GAS BY CONSUMERS ENERGY.
3. UTILITIES AS SHOWN, INDICATE APPROXIMATE LOCATIONS OF FACILITIES ONLY, AS DISCLOSED BY THE RECORDS OF THE VARIOUS UTILITY COMPANIES AND NO GUARANTEE IS GIVEN EITHER AS TO COMPLETENESS OR ACCURACY THEREOF.
4. ALL UTILITY AND ROADS REQUIRED TO SERVICE UNITS 1-79 "MUST BE BUILT".
5. ALL WATER MAIN SERVICE LEADS TO UNITS TO BE 1" AND SANITARY SERVICE LEADS TO BE 6" DIAMETER UNLESS OTHERWISE NOTED.
6. ALL SANITARY SERVICES, WATER SERVICE LEADS, STORM SEWERS, AND SUMP LEADS LOCATED OUTSIDE THE PUBLIC RIGHT-OF-WAY OR EASEMENTS SHALL BE LIMITED COMMON ELEMENTS. ALL DRAINAGE FACILITIES, STORM SEWERS, DRAINAGE DITCHES, SWALES, PONDS, AND OUTLETS ARE GENERAL COMMON ELEMENTS.
7. ALL GAS, ELECTRIC, CABLE, AND TELEPHONE SERVICE CONNECTIONS AND METER LOCATIONS TO BE DETERMINED BY DEVELOPER AND THE UTILITY COMPANIES DURING CONSTRUCTION. LOCATION OF SAID SERVICES & METERS TO BE SHOWN ON THE AS-BUILT PLANS.
8. ALL UTILITIES SHOWN ARE PROPOSED UNLESS NOTED AS EXISTING (EX.).
9. ALL LAND, UNITS, AND COMMON ELEMENTS ARE CONVERTIBLE AREAS UNDER MASTER DEED ARTICLE 8 AND CONTRACTIBLE AREAS UNDER MASTER DEED ARTICLE 9.
10. ALL EXISTING UTILITIES SHOWN WERE FIELD LOCATED AS SHOWN IN SURVEY PROVIDED BY DIFFIN-UMLOR & ASSOCIATES DATED JULY 17, 2018.
11. ALL PROPOSED UTILITIES SHOWN PROVIDED BY CONSTRUCTION PLANS PREPARED BY DIFFIN-UMLOR & ASSOCIATES DATED AUGUST 27, 2018.

UTILITIES LEGEND	
---	EXISTING GAS
---	EXISTING WATERMAIN
---	EXISTING TELEPHONE
---	EXISTING DUCT BANK
---	EXISTING UNDERGROUND ELEC.
---	EXISTING OVERHEAD ELEC.
---	EXISTING SANITARY SEWER
---	EXISTING STORM SEWER
---	EXISTING SANITARY SEWER
---	EXISTING STORM SEWER
---	PROPOSED SANITARY SEWER
---	PROPOSED SANITARY FORCE MAIN
---	PROPOSED WATERMAIN
---	PROPOSED STORM SEWER
---	PROPOSED AIR RELEASE VALVE
---	PROPOSED HYDRANT
---	PROPOSED GATE VALVE & WELL
---	PROPOSED STORM MANHOLE
---	PROPOSED STORM INLET/CATCH BASIN
---	PROPOSED SANITARY MANHOLE



PROPOSED
DATED
10-08-18

UTILITY PLAN - NORTH

PINE VISTA
INDEPENDENCE TOWNSHIP
OAKLAND COUNTY, MICHIGAN

Diffin-Umlor & Associates
49287 West Road
Wixom, Michigan 48393
Tel. (248) 773-7656
Fax. (866) 690-4307

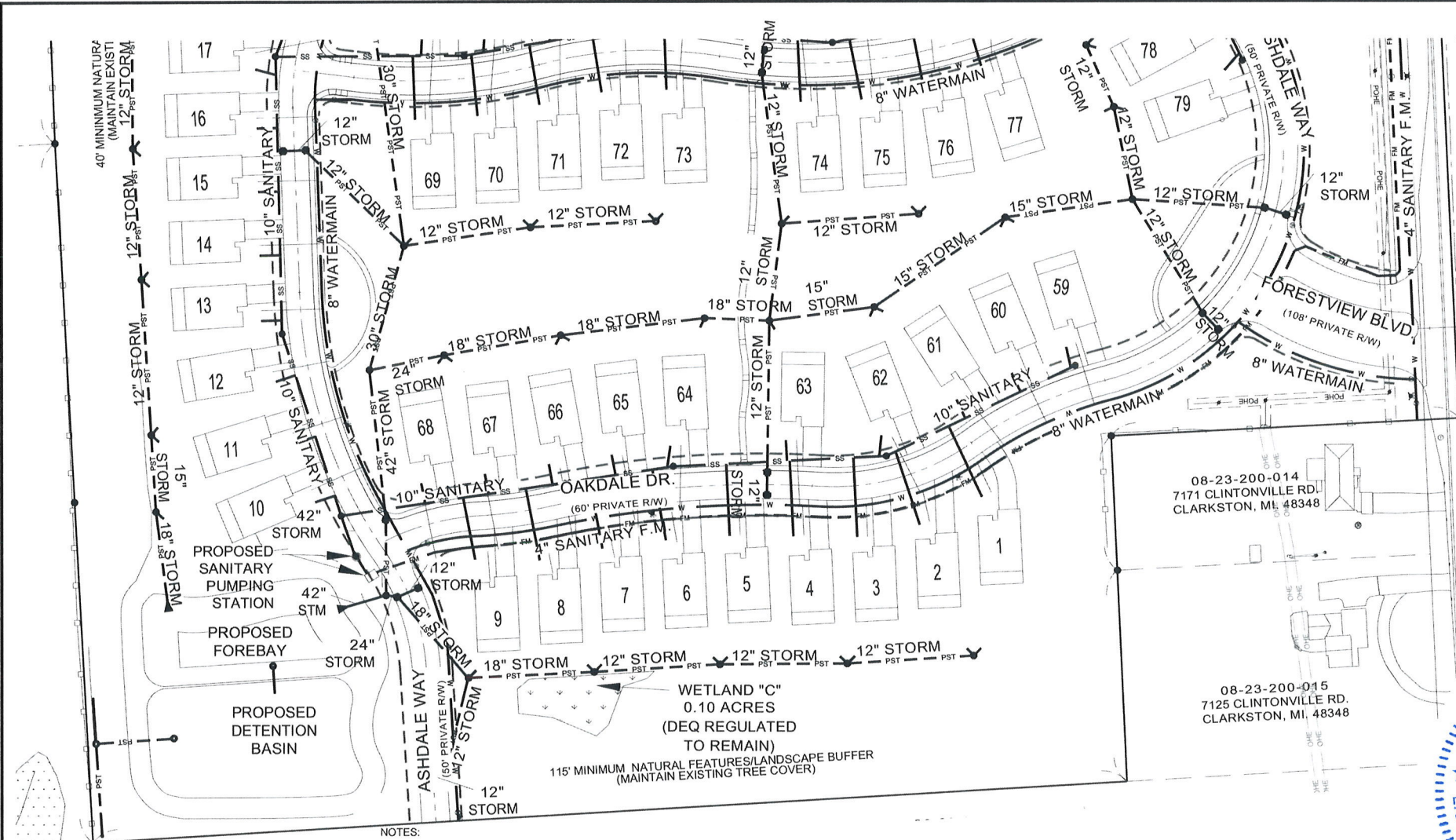
DRAWN	SOT
CHKD.	MD
DATE	10-08-18
SHT NO.	9 OF 13



NORTH

0 25 50 100
(IN FEET)
1 inch = 50 ft.

CLINTONVILLE RD.
(PROPOSED 120' PUBLIC ROW)
(2 LANE ASPHALT)



08-23-200-014
7171 CLINTONVILLE RD.
CLARKSTON, MI, 48348

08-23-200-015
7125 CLINTONVILLE RD.
CLARKSTON, MI, 48348

WETLAND "C"
0.10 ACRES
(DEQ REGULATED
TO REMAIN)
115' MINIMUM NATURAL FEATURES/LANDSCAPE BUFFER
(MAINTAIN EXISTING TREE COVER)

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UTILITIES LEGEND

— GAS	EXISTING GAS
— W	EXISTING WATERMAIN
— UT	EXISTING TELEPHONE
—	EXISTING DUCT BANK
—	EXISTING UNDERGROUND ELEC
—	EXISTING OVERHEAD ELEC
— SS	EXISTING SANITARY SEWER
— STM	EXISTING STORM SEWER
— SS	PROPOSED SANITARY SEWER
— FM	PROPOSED SANITARY FORCE MAIN
— W	PROPOSED WATERMAIN
— PST	PROPOSED STORM SEWER
—	PROPOSED AIR RELEASE VALVE
—	PROPOSED HYDRANT
—	PROPOSED GATE VALVE & WELL
—	PROPOSED STORM MANHOLE
—	PROPOSED STORM INLET/CATCH BASIN
—	PROPOSED SANITARY MANHOLE



UTILITY PLAN - SOUTH

PROPOSED
DATED
10-08-18

PINE VISTA
INDEPENDENCE TOWNSHIP
OAKLAND COUNTY, MICHIGAN

Diffin-Umlor & Associates
49287 West Road
Wilcom, Michigan 48393
Tel. (248) 773-7656
Fax. (866) 690-4307

DRWN	SDT
CHKD	MD
DATE	10-08-18
SHT NO	10 OF 13

COORDINATE TABLE

POINT #	NORTHING	EASTING	POINT #	NORTHING	EASTING	POINT #	NORTHING	EASTING	POINT #	NORTHING	EASTING
1	5088.50	5901.21	62	5977.83	5874.15	123	5183.13	5796.85	184	5127.69	5871.39
2	5081.65	5860.48	63	5983.84	5893.85	124	5172.98	5756.82	185	5183.36	5991.10
3	5065.68	5840.68	64	5980.81	5935.04	125	5167.74	5711.72	186	5248.69	6106.75
4	5058.83	5799.95	65	5986.70	5954.76	126	5173.29	5670.79	187	5251.31	6129.16
5	5053.19	5780.18	66	5983.81	5995.96	127	5159.82	5601.58	188	5209.02	6262.23
6	5046.34	5739.45	67	5986.32	6016.35	128	5162.56	5560.36	189	5656.06	6040.01
7	5051.07	5719.22	68	5967.77	6053.26	129	5156.28	5540.19	190	5707.38	6032.40
8	5044.23	5678.48	69	5948.11	6078.03	130	5156.36	5498.89	191	5870.38	6025.04
9	5053.95	5658.02	70	5910.54	6095.19	131	5147.92	5480.06	192	5907.10	5984.73
10	5047.10	5617.29	71	5893.15	6105.09	132	5145.64	5438.82	193	5902.22	5883.17
11	5046.84	5597.28	72	5851.96	6101.95	133	5134.69	5415.81	194	5882.02	5803.77
12	5040.00	5556.55	73	5832.21	6107.85	134	5134.78	5374.50	195	5863.69	5633.02
13	5046.43	5536.24	74	5791.03	6104.70	135	5128.30	5354.39	196	5876.20	5523.07
14	5039.58	5495.51	75	5771.27	6110.60	136	5126.29	5313.64	197	5875.05	5407.41
15	5031.95	5475.83	76	5730.09	6107.46	137	5445.40	5313.15	198	5836.16	5369.30
16	5025.11	5435.10	77	5710.56	6118.27	138	5451.85	5353.94	199	5821.67	5369.44
17	5024.65	5415.10	78	5669.37	6115.13	139	5450.69	5374.00	200	5633.50	5289.29
18	5017.80	5374.37	79	5613.10	5898.63	140	5457.14	5414.79	201	5549.91	5235.64
19	5082.91	5202.85	80	5617.96	5857.62	141	5463.14	5434.59	202	5468.71	5225.26
20	5122.65	5191.59	81	5592.04	5837.70	142	5469.59	5475.39	203	5299.60	5231.27
21	5139.40	5179.56	82	5596.90	5796.69	143	5472.90	5495.29	204	5111.99	5279.66
22	5180.08	5172.40	83	5579.88	5776.75	144	5479.35	5536.09	205	5099.58	5309.86
23	5203.76	5161.31	84	5584.74	5735.73	145	5469.46	5556.45	206	5112.47	5376.91
24	5245.02	5159.49	85	5569.82	5715.78	146	5475.91	5597.24	207	5120.92	5440.99
25	5265.79	5152.04	86	5574.68	5674.76	147	5460.71	5685.64	208	5140.44	5709.73
26	5307.02	5154.55	87	5580.19	5604.74	148	5468.18	5726.26	209	5176.70	5836.79
27	5328.26	5149.32	88	5585.05	5563.73	149	5465.30	5746.47	210	5241.81	5977.50
28	5369.42	5152.73	89	5581.73	5543.74	150	5472.78	5787.09	211	5532.19	5246.76
29	5389.77	5147.02	90	5586.59	5502.72	151	5473.96	5807.12	212	5530.31	5261.88
30	5430.92	5150.56	91	5577.83	5482.75	152	5484.87	5846.96	213	5541.34	5430.48
31	5450.73	5144.88	92	5582.69	5441.73	153	5487.73	5866.81	214	5549.95	5615.85
32	5491.88	5148.42	93	5566.07	5421.79	154	5504.26	5904.66	215	5582.31	5892.25
33	5512.37	5148.61	94	5570.93	5380.77	155	5563.61	6046.99	216	5640.26	6032.09
34	5553.53	5152.10	95	5555.93	5360.83	156	5529.92	6070.89	217	5482.59	5240.42
35	5574.34	5163.67	96	5560.79	5319.81	157	5503.05	6085.39	218	5480.69	5255.72
36	5615.50	5167.16	97	5843.95	5397.90	158	5466.04	6103.71	219	5492.94	5443.01
37	5636.52	5194.37	98	5849.36	5438.85	159	5318.16	6257.29	220	5500.39	5607.90
38	5677.67	5197.85	99	5844.56	5458.90	160	5345.20	6182.62	221	5536.12	5911.40
39	5764.39	5276.12	100	5849.97	5499.85	161	5371.09	6172.18	222	5594.07	6051.23
40	5804.20	5287.13	101	5843.51	5519.91	162	5592.33	6125.88	223	4784.90	5312.38
41	5824.61	5285.13	102	5848.92	5560.86	163	5709.64	6082.35	224	4788.03	5362.28
42	5864.40	5296.20	103	5825.29	5640.94	164	5872.64	6074.99			
43	5888.09	5297.08	104	5830.69	5681.88	165	5957.04	5982.33			
44	5917.79	5325.78	105	5827.02	5706.92	166	5952.17	5880.77			
45	5935.81	5339.93	106	5832.69	5747.83	167	5927.03	5782.01			
46	5950.30	5378.61	107	5840.14	5767.71	168	5912.30	5644.74			
47	5955.96	5398.15	108	5845.81	5808.63	169	5926.20	5522.57			
48	5951.37	5439.20	109	5864.81	5828.32	170	5925.04	5406.91			
49	5956.57	5459.40	110	5870.48	5969.23	171	5835.66	5319.30			
50	5951.98	5500.45	111	5868.92	5992.73	172	5821.17	5319.44			
51	5956.70	5520.40	112	5828.18	5999.58	173	5669.89	5255.01			
52	5952.11	5561.45	113	5808.04	5996.56	174	5475.22	5175.00			
53	5951.13	5581.46	114	5767.30	6003.41	175	5297.82	5181.30			
54	5946.54	5622.51	115	5747.11	5999.58	176	5033.75	5267.96			
55	5939.52	5642.58	116	5706.38	6006.42	177	4931.04	5303.22			
56	5934.93	5683.63	117	5268.69	5974.98	178	4934.17	5353.12			
57	5946.43	5708.52	118	5261.45	5934.32	179	5015.01	5334.54			
58	5941.84	5749.56	119	5249.57	5917.36	180	5049.01	5352.75			
59	5970.61	5769.28	120	5238.56	5877.55	181	5052.57	5380.40			
60	5966.02	5810.32	121	5224.51	5862.38	182	5062.16	5453.13			
61	5980.72	5832.95	122	5206.51	5825.21	183	5080.55	5706.21			

THIS TABLE REFLECTS MICHIGAN SOUTH COORDINATES. THE PREFIX FOR ALL THE NORTHING NUMBERS (1339)AND EASTING (45) HAVE BEEN LEFT OUT TO ELIMINATE DUPLICATION WITHIN.

FRANCHISE EASEMENT COORDINATE TABLE

POINT #	NORTHING	EASTING
F1	5172.15	6253.88
F2	5193.79	6252.90
F3	5184.20	6063.29
F4	6107.88	6211.59
F5	6100.90	6070.19
F6	6128.35	6220.68
F7	5208.02	6262.27
F8	5253.13	6124.26
F9	5174.17	5993.50
F10	5119.93	5876.87
F11	5071.06	5705.66
F12	5052.85	5455.05
F13	5043.09	5380.96
F14	5036.07	5339.68
F15	5034.98	5336.22
F16	5100.79	5299.83
F17	5139.83	5565.82
F18	5149.61	5769.46
F19	5240.38	5960.12
F20	5227.40	5966.30
F21	5513.65	6121.57
F22	5508.30	6110.86
F23	5672.05	6029.09
F24	5869.27	6018.22
F25	5891.31	6012.23
F26	5900.39	6002.25
F27	5904.84	5989.83
F28	5899.73	5883.29
F29	5879.77	5804.86
F30	5861.26	5632.43
F31	5873.70	5523.10
F32	5872.48	5400.77
F33	5866.44	5386.59
F34	5857.02	5377.35
F35	5843.04	5371.73
F36	5821.70	5371.94
F37	5631.68	5291.00
F38	5535.64	5244.32
F39	5535.94	5363.64
F40	5561.71	5515.78
F41	5548.05	5719.46
F42	5589.09	5925.09
F43	5635.01	6036.41
F44	5647.82	6041.19
F45	5667.70	6089.16
F46	5709.66	6082.85
F47	5895.84	6074.44
F48	5919.23	6062.91
F49	5960.52	6017.44
F50	5948.67	5828.52
F51	5910.52	5707.93
F52	5929.40	5520.11
F53	5920.37	5363.72
F54	5835.77	5316.84
F55	5737.37	5298.11
F56	5624.29	5210.07
F57	5527.20	5173.43
F58	5256.96	5179.42
F59	5100.68	5230.22
F60	5478.15	5237.44
F61	5478.16	5255.78
F62	5490.52	5443.63
F63	5498.12	5607.50
F64	5533.81	5912.35
F65	5593.76	6057.01
F66	5208.74	5339.30
F67	4963.29	5353.80
F68	4788.19	5364.78

WATER EASEMENT COORDINATE TABLE

POINT #	NORTHING	EASTING
W1	5220.10	6261.73
W2	5269.95	6120.41
W3	5199.32	5986.92
W4	5141.17	5861.87
W5	5097.02	5707.18
W6	5078.32	5449.79
W7	5069.05	5379.44
W8	5054.79	5313.84
W9	5003.97	5328.23
W10	4961.06	5341.92
W11	4787.44	5352.80
W12	5089.62	5280.86
W13	5299.26	5221.77
W14	5476.66	5215.48
W15	5640.41	5282.77
W16	5821.58	5359.94
W17	5845.31	5359.70
W18	5863.71	5367.11
W19	5876.54	5379.69
W20	5884.45	5398.26
W21	5885.70	5522.98
W22	5872.93	5635.25
W23	5890.57	5799.64
W24	5911.71	5882.72
W25	5916.94	5991.64
W26	5910.87	6008.55
W27	5903.32	6016.86
W28	6042.57	6143.35
W29	6046.23	6224.39
W30	5918.00	6046.41
W31	5910.34	6054.84
W32	5891.81	6063.07
W33	5709.12	6070.86
W34	5621.90	6093.59
W35	5585.23	6116.83
W36	5544.89	5907.76
W37	5509.97	5609.41
W38	5502.13	5440.63
W39	5490.16	5256.52
W40	5490.15	5227.43

SANITARY EASEMENT COORDINATE TABLE

POINT #	NORTHING	EASTING
S1	5323.20	6257.07
S2	5322.77	6247.72
S3	5351.97	6176.42
S4	5344.69	6157.91
S5	5193.51	5988.44
S6	5736.2	

UNIT #	FINISH GRADE	UNIT TYPE	UNIT #	FINISH GRADE	UNIT TYPE
1	1050.5	A,B, OR C	62	1046.9	Ar OR Br
2	1048	A,B, OR C	63	1041.7	Ar, Br, OR Cr
3	1044.8	A,B, OR C	64	1036.5	Ar, Br, OR Cr
4	1042	A,B, OR C	65	1033.9	Ar, Br, OR Cr
5	1039.2	A,B, OR C	66	1030.9	Ar, Br, OR Cr
6	1036.2	A,B, OR C	67	1027.4	Ar, Br, OR Cr
7	1033.1	A,B, OR C	68	1025.4	Ar, Br, OR Cr
8	1030.3	A,B, OR C	69	1037.2	A,B, OR C
9	1027.7	A,B, OR C	70	1039.2	A,B, OR C
10	1025.3	Ar, Br, OR Cr	71	1041.2	A,B, OR C
11	1026.4	Ar, Br, OR Cr	72	1043.2	A,B, OR C
12	1027.8	Ar, Br, OR Cr	73	1045.2	A,B, OR C
13	1029.2	Ar, Br, OR Cr	74	1049.5	A,B, OR C
14	1030.6	Ar, Br, OR Cr	75	1051.5	A,B, OR C
15	1032	Ar, Br, OR Cr	76	1053.5	A,B, OR C
16	1033.2	Ar, Br, OR Cr	77	1055.5	A,B, OR C
17	1033.7	Ar, Br, OR Cr	78	1063.5	A,B, OR C
18	1033.8	Ar, Br, OR Cr	79	1064.0	A,B, OR C
19	1034.3	Ar, Br, OR Cr			
20	1034	Ar, Br, OR Cr			
21	1034.9	Ar, Br, OR Cr			
22	1035.5	Ar, Br, OR Cr			
23	1036.1	Ar, Br, OR Cr			
24	1036.8	Ar, Br, OR Cr			
25	1037.8	Ar, Br, OR Cr			
26	1038.7	Ar, Br, OR Cr			
27	1039.2	Ar, Br, OR Cr			
28	1041.4	Ar, Br, OR Cr			
29	1042.9	Ar, Br, OR Cr			
30	1044.6	Ar, Br, OR Cr			
31	1047.3	Ar, Br, OR Cr			
32	1049.3	Ar, Br, OR Cr			
33	1051.3	Ar, Br, OR Cr			
34	1052.2	Ar, Br, OR Cr			
35	1054.2	Ar, Br, OR Cr			
36	1055.4	Ar, Br, OR Cr			
37	1057.4	Ar, Br, OR Cr			
38	1059.3	Ar, Br, OR Cr			
39	1061.3	Ar, Br, OR Cr			
40	1055.5	Ar, Br, OR Cr			
41	1053.7	Ar, Br, OR Cr			
42	1051.6	Ar, Br, OR Cr			
43	1049.2	Ar, Br, OR Cr			
44	1045.5	Ar, Br, OR Cr			
45	1043.6	Ar, Br, OR Cr			
46	1041.7	Ar, Br, OR Cr			
47	1040.0	Ar, Br, OR Cr			
48	1037.7	Ar, Br, OR Cr			
49	1037.2	A,B, OR C			
50	1037.8	A,B, OR C			
51	1038.7	A,B, OR C			
52	1040.7	A,B, OR C			
53	1042.7	A,B, OR C			
54	1044.8	A,B, OR C			
55	1047.0	A,B, OR C			
56	1056.1	A,B, OR C			
57	1057.3	A,B, OR C			
58	1059.2	A,B, OR C			
59	1056.1	Ar, Br, OR Cr			
60	1054.1	Ar, Br, OR Cr			
61	1050.8	Ar, Br, OR Cr			

LEGEND

— LIMITS OF OWNERSHIP

A ABBEVILLE

B BAYPORT

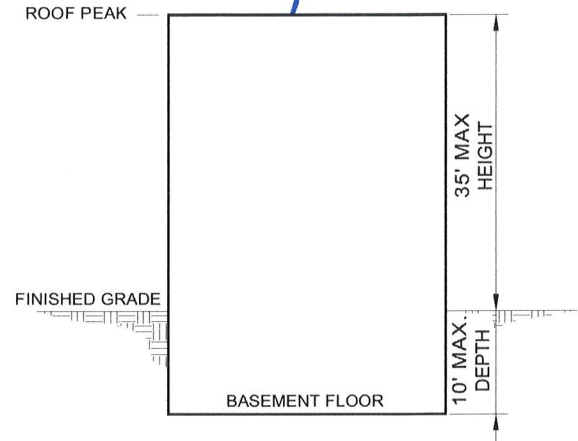
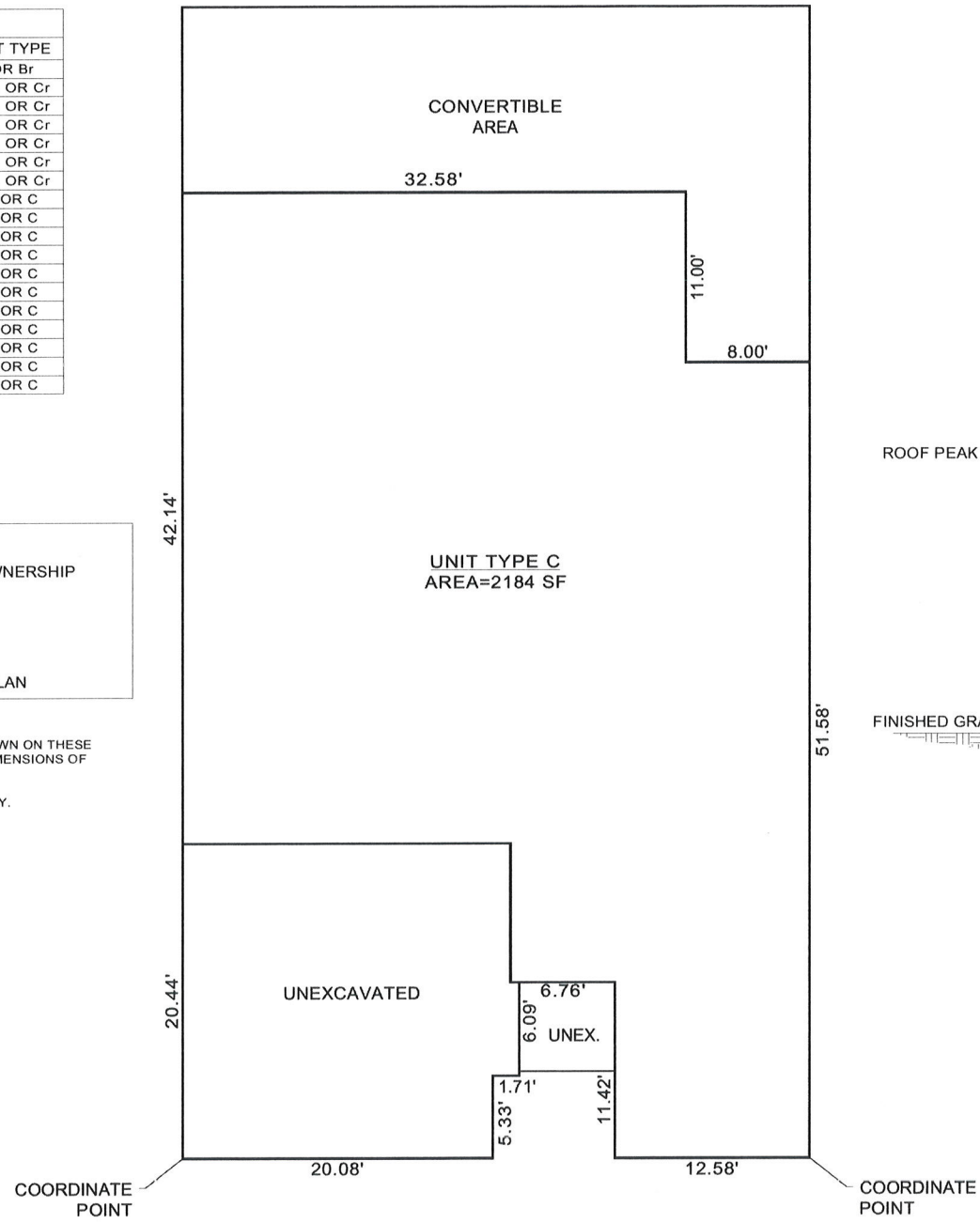
C BEDROCK

r REVERSED PLAN

NOTES:

1. DIMENSION OF UNITS AS SHOWN ON THESE PLANS MAY VARY FROM THE DIMENSIONS OF THE UNITS AS CONSTRUCTED.

2. WALL THICKNESSES MAY VARY.



TYPICAL UNIT SECTION VIEW

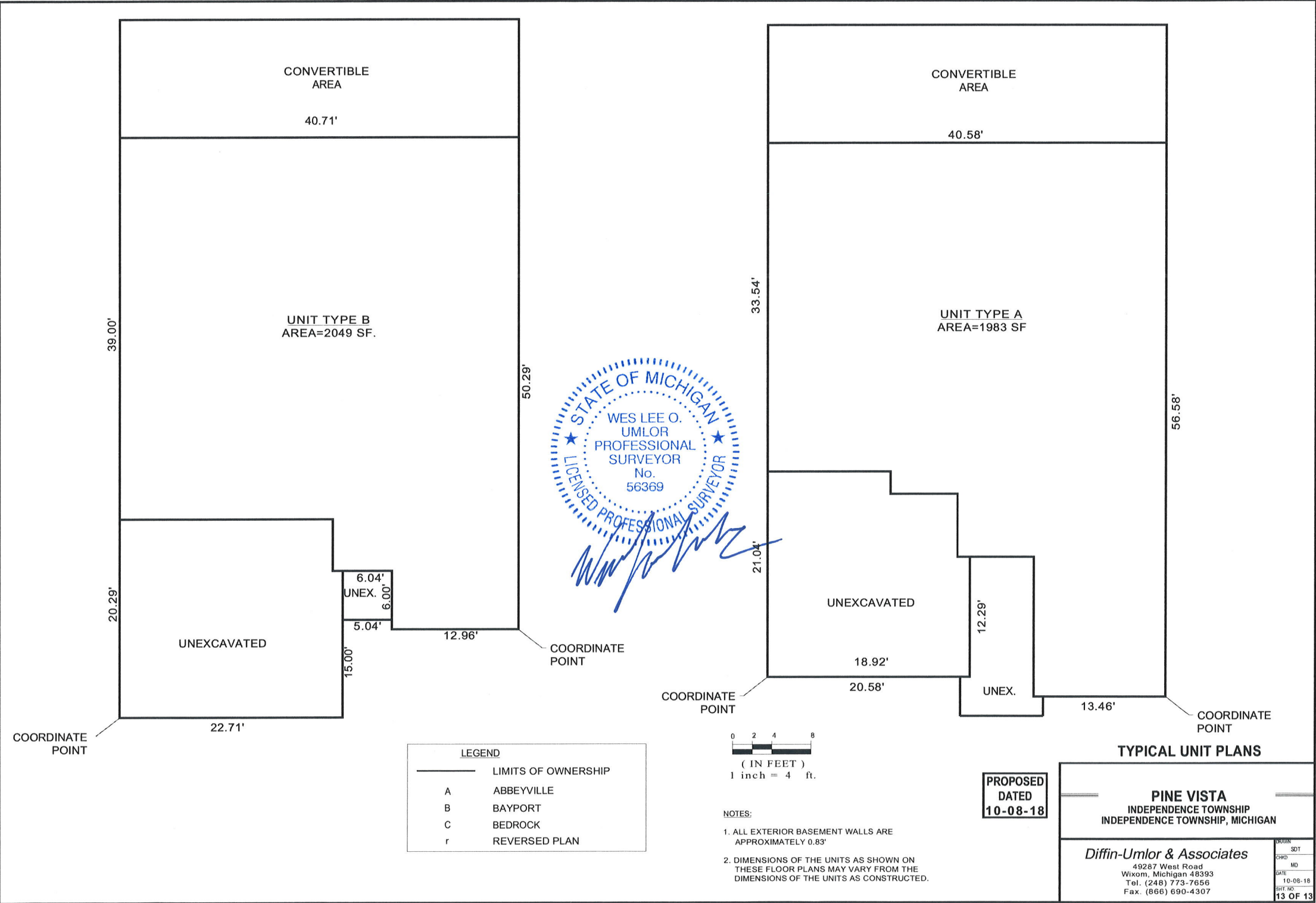
TYPICAL UNIT PLAN & SECTION VIEW

PROPOSED DATED
10-08-18

PINE VISTA
INDEPENDENCE TOWNSHIP
INDEPENDENCE TOWNSHIP, MICHIGAN

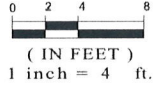
Diffin-Umlor & Associates
49287 West Road
Wixom, Michigan 48393
Tel. (248) 773-7656
Fax. (866) 690-4307

DRAWN	SOT
CHECKED	MD
DATE	10-08-18
SHEET NO.	12 OF 13



LEGEND

—	LIMITS OF OWNERSHIP
A	ABBEEVILLE
B	BAYPORT
C	BEDROCK
r	REVERSED PLAN



- NOTES:**
- ALL EXTERIOR BASEMENT WALLS ARE APPROXIMATELY 0.83'
 - DIMENSIONS OF THE UNITS AS SHOWN ON THESE FLOOR PLANS MAY VARY FROM THE DIMENSIONS OF THE UNITS AS CONSTRUCTED.

**PROPOSED
 DATED
 10-08-18**

TYPICAL UNIT PLANS

**PINE VISTA
 INDEPENDENCE TOWNSHIP
 INDEPENDENCE TOWNSHIP, MICHIGAN**

Diffin-Umlor & Associates
 49287 West Road
 Wilom, Michigan 48393
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DATE	10-08-18
SHEET NO.	13 OF 13