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RECEIPT# 67995, STATION 1  
\$257.00 MASTER DEED



LIBER 2882 PAGE 387

**ARBOR CHASE  
MASTER DEED**

**THIS MASTER DEED** is made and executed on this 21<sup>st</sup> day of February 2005, by BRG Dundee, L.L.C., a Michigan limited liability company (the "Developer"), whose post office address is 17117 West Nine Mile Road, Suite 1100, Southfield, Michigan 48075, pursuant to the provisions of the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "Act").

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

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

**ARTICLE I**

**TITLE AND NATURE**

The Condominium Project shall be known as Arbor Chase, Monroe County Condominium Subdivision Plan No. 60. The Condominium Project shall be residential in nature and shall consist of up to (i) One Hundred Seventy One (171) separate Homesites (as hereinafter defined), each of which is intended for separate ownership and use and for the construction of a single-family residential dwelling under the ordinances of the Village of Dundee, and (ii) associated Common Elements (as defined below). Arbor Chase is established in accordance with the Act. The Homesites contained in Arbor Chase, including the number, boundaries, dimensions and area of each such Homesite, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Homesite has been designed to contain a residential structure and other improvements for dwelling purposes and each Homesite is

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capable of individual utilization through access to a Common Element of the Condominium Project or to a public road. Each Co-owner will hold title to his Homesite and to any residential building and other improvements constructed upon such Homesite, except for any improvements that are designated as Common Elements (or which are located within Common Elements) existing within such Co-owner's Homesite, if any. The Developer is under no obligation to construct any residential buildings or other improvements within the Homesites, except as otherwise expressly set forth herein. All residences and other improvements to be constructed upon any Homesite shall comply with the restrictions and other requirements set forth herein and in the Bylaws. Each Co-owner in the Condominium Project shall have undivided and inseparable rights to share, with the other Co-owners, the Common Elements of the Condominium Project. Any attempted conveyance, encumbrance, sale (judicial or otherwise) or other transfer (whether voluntary or involuntary) of an individual interest in any Common Element shall be null and void and of no force or effect whatsoever, unless the Homesite to which such interest in the Common Element is allocated is also transferred to the same transferee, at the same time.

## ARTICLE II

### LEGAL DESCRIPTION

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

Commencing at the Southeast corner of Section 12, T6S, R6E, Dundee Township, Monroe County, Michigan; thence N89°38'19"W 439.26 feet along the South line of said Section 12 for a **PLACE OF BEGINNING**; thence continuing N89°38'19"W 208.71 feet along said South line of Section 12; thence S01°14'30"E 208.71 feet; thence S89°38'19"E 208.71 feet; thence S01°14'30"E 1575.35 feet along the centerline of Dundee-Azalia Road (66 feet wide); thence N76°56'19"W 1363.14 feet along the Northerly line of the abandoned Lake Shore Railroad right-of-way; thence S00°06'30"W 67.72 feet; thence N77°01'02"W 67.70 feet along the Southerly line of the abandoned Lake Shore Railroad right-of-way; thence N00°06'30"E 156.23 feet; thence 22.76 feet along the arc of a 19.00 foot radius circular curve to the left, with a central angle of 68°38'02", having a chord which bears N34°12'31"W 21.42 feet; thence 142.62 feet along the arc of a 160.00 foot radius reverse circular curve to the right, with a central angle of 51°04'16", having a chord which bears N42°59'23"W 137.94 feet; thence 19.32 feet along the arc of a 19.00 foot radius reverse circular curve to the left, with a central angle of 58°15'53", having a chord which bears N46°35'12"W 18.50 feet; thence 150.61 feet along the arc of a 250.00 foot radius reverse circular curve to the right, with a central angle of 34°31'01", having a chord which bears N58°27'38"W 148.34 feet; thence N44°37'16"E 66.24 feet; thence N27°13'07"E 130.75 feet; thence N29°30'06"E 70.87 feet; thence N02°49'00"E 277.22 feet; thence N02°52' 45"E 83.33 feet; thence N01°55'58"E 24.80 feet; thence N05° 27'07"E 433.25 feet; thence N16°54'49"W 24.62 feet; thence N25°19'29"E 29.00 feet; thence N06°00'49"E 19.65 feet; thence N27°27'15"E 117.07 feet; thence S60°21'22"E 71.30 feet; thence S86°31'32"E 66.15 feet; thence N73°46'28"E 119.68 feet; thence N60°38'21"E 314.50 feet; thence S72°12'33"E 108.04 feet; thence N24°37'11"E 156.06 feet; thence N55°18'47"E 19.42 feet; thence N37°36'31"E 29.00 feet; thence N76°55'35"E 23.94 feet; thence N34°38'13"E 131.56 feet; thence S63°39'45"E 108.40 feet; thence S70°10'30"E 80.93 feet; thence S83°48'19"E 68.65 feet; thence S65°09'08"E 20.99 feet; thence N88°25'14"E 28.75 feet; thence S40°17'46"E 29.19 feet; thence S85°04'58"E 129.43 feet; thence N88°51'09"E 43.43 feet; thence N89°09'05"E 103.24 feet; thence S01°22'22"E 334.63 feet along the centerline of said Dundee-Azalia Road to the Place of Beginning, containing 62.57 acres of land and being a part of Sections 12 and 13.

The foregoing land does not include any mineral rights, which are hereby reserved by the Developer.



## ARTICLE III

## DEFINITIONS

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

**Section 1. Act.** The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended. If any provision of this Master Deed or any exhibit attached hereto conflicts with any provision of the Act, or if any provision required by the Act is omitted from this Master Deed, then the subject provisions of the Act are incorporated herein by reference and shall supersede any conflicting provision hereof.

**Section 2. Administrator.** "Administrator" means the person or persons designated from time to time to administer the affairs of the Condominium as provided in Article I of the Bylaws. Initially, the Administrator shall be the Developer, and the successors to or assigns of the Developer's then-current entire interest in the Condominium Project; however, the Developer may assign or delegate some or all of the responsibilities of the Administrator to the Association, and the Developer shall have no obligations or liabilities for any such responsibilities so assigned or delegated. References to the Association in the Condominium Documents or elsewhere shall be deemed to be a reference to the acting Administrator from time to time. All maintenance responsibilities imposed on the Administrator pursuant to the Condominium Documents are hereby assigned and delegated by the Developer to the Association.

**Section 3. "Arbor Chase Declaration"** "Arbor Chase Declaration" means the Declaration of Easements, Covenants, Conditions and Restrictions established by the Developer, which governs the Overall Project.

**Section 4. Association.** "Association" means the Arbor Chase Condominium Association, a non-profit corporation which shall be organized to administer some or all of the Condominium, pursuant to Michigan law and the Bylaws. All Co-owners shall be members of the Association. Until the Association is established, references thereto in the Condominium Documents shall be deemed and construed to be references to the Administrator. Any action required of, or permitted to be exercised by, the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

**Section 5. Bylaws.** "Bylaws" means Exhibit A attached hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

**Section 6. Community Areas.** "Community Areas" mean those roads, parks, water mains, sanitary sewer mains, storm drainage facilities and other utilities which are installed within the Overall Project and which are subject to easements for the common use and benefit of all condominium unit owners within the Overall Project. Such Community Areas are referred to as "Community Areas" in the Arbor Chase Declaration.



**Section 7. Community Association.** "Community Association" means the association established by the Developer pursuant to the Arbor Chase Declaration to maintain certain portions of the Overall Project.

**Section 8. Common Elements.** "Common Elements", where used without modification, means both the General Common Elements and any Limited Common Elements hereafter established in or pursuant to this Master Deed or any amendment hereto.

**Section 9. Condominium Documents.** "Condominium Documents" means, collectively, (i) this Master Deed, including (without limitation) the Bylaws set forth in Exhibit A hereto and the Condominium Subdivision Plan set forth in Exhibit B hereto, (ii) the Articles of Incorporation, bylaws and rules and regulations, if any, of the Association, (iii) the Articles of Incorporation, bylaws and rules and regulations, if any, of the Community Association, and (iv) the Delegation, Assignment and Assumption Agreement between and among the Developer and the Community Association (a copy of which is set forth in Exhibit C attached hereto), and any subsequent re-delegation and re-assignment agreement between the Developer and the Association, as all of the same may now or hereafter be amended from time to time.

**Section 10. Condominium Premises.** "Condominium Premises" means, collectively, the land described in Article II above, all improvements and structures now or hereafter constructed thereon, and all easements, rights and appurtenances belonging to Arbor Chase, as described above and elsewhere in the Condominium Documents.

**Section 11. Condominium Project, Condominium or Project.** "Condominium Project", "Condominium" or "Project" each means Arbor Chase as a condominium project established in conformity with the provisions of the Act.

**Section 12. Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit B attached hereto.

**Section 13. Consolidating Master Deed.** "Consolidating Master Deed" means the final amended Master Deed which shall describe Arbor Chase Condominium as a completed Condominium Project and shall reflect the entire land area in the Condominium Project and all Homesites and Common Elements therein, as finally established by the Developer. Such Consolidating Master Deed, if and when recorded in the office of the Monroe County Register of Deeds, shall supersede this recorded Master Deed for the Condominium and all amendments hereto. If the Homesites and Common Elements in the Condominium are established in substantial conformity with the proposed Condominium Subdivision Plan attached as Exhibit B to this Master Deed (as the same may be amended), and if the perimeter description of the Condominium Premises remains the same, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Monroe County Register of Deeds confirming that the Homesites and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan, and that no Consolidating Master Deed need be recorded.

**Section 14. Construction and Sales Period.** "Construction and Sales Period", for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, means the period commencing with the recording of this Master Deed and continuing for so long as (i) the Developer (or any affiliate of the Developer) owns any Homesite which it offers for sale, or (ii) there remains any residence to be constructed on any Homesite, whichever continues longer.



**Section 15. Co-owner or Owner.** "Co-owner" means a person, firm, corporation, partnership, association, limited liability company, trust or other legal entity or any combination thereof (including, without limitation, the Developer) who or which owns one or more Homesites in the Condominium Project. The term "Owner", wherever used in the Condominium Documents, shall be synonymous with the term "Co-owner".

**Section 16. Developer.** "Developer" means BRG Dundee, L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its successors to and assigns of Developer's then-current entire interest in the Condominium Project. Both successors and assigns (as described above) shall always be deemed to be included within the term "Developer" whenever, however and wherever such term is used in the Condominium Documents.

**Section 17. Development Agreement.** "Development Agreement" shall mean the Development Agreement, which was recorded on September 27, 2004, in Liber 2807, Page 68, Monroe County Records, as amended.

**Section 18. First Annual Meeting.** "First Annual Meeting" means the initial meeting of the Association, if any, at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting, if ultimately held, as provided in Article IX, Section 2 of the Bylaws.

**Section 19. Homesite or Condominium Homesite.** "Homesite" or "Condominium Homesite" each means a single Condominium Homesite in Arbor Chase, as the same is described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Homesite shall be owned in their entirety by the Co-owner of the Homesite within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

**Section 20. Open Space Areas.** "Open Space Areas" means the areas designated as Open Space on Exhibit B.

**Section 21. Overall Project.** "Overall Project" means the residential community established by Developer pursuant to the Arbor Chase Declaration, of which the Condominium is a part.

**Section 22. Parks.** "Parks" means portion of the property identified on the Condominium Subdivision Plan as Parks.

**Section 23. Pathway.** "Pathway" means the approximately eight (8') foot wide path system located within the Project as identified on the Condominium Subdivision Plan.

**Section 24. PUD Agreement.** "PUD Agreement" means the Planned Unit Development Agreement entered into between FPC-Dundee, LLC, a Michigan limited liability company and the Village which has been recorded on September 27, 2004, in Liber 2807, Page 102, Monroe County Records, and which governs certain aspects of the development and use of the Condominium.

**Section 25. 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 the Developer.



**Section 26. Village.** "Village" shall mean the Village of Dundee, Monroe County, Michigan.

**Section 27. Unit.** "Unit" means a Homesite, and shall have the same meaning as the terms "Homesite" and "Condominium Homesite."

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

**ARTICLE IV**

**COMMON ELEMENTS**

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

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

(a) **Land.** The land described in Article II of this Master Deed, but excluding those portions of the land identified as Homesites (or Units) on the Condominium Subdivision Plan, the mineral rights with respect to such land and any roads, if and when the same are dedicated to the public.

(b) **Beneficial Easements.** All easements appurtenant to the land described in Article II of this Master Deed, and/or which benefit the Condominium Project generally, whether located within or outside of the Condominium Project.

(c) **Roadways.** The roadways that provide access to the Homesites within Arbor Chase, as shown on the Condominium Subdivision Plan. The roadways will be dedicated to the use of the public. Following acceptance of the roads as public improvements, they will cease at the time of dedication to be General Common Elements.

(d) **Fencing, Landscaping Easements, Entrance Areas, Road Rights-of-Way and/or Other Community Amenities.** Any fencing, landscaping easement or buffer areas, entrance areas, cul-de-sac islands, boulevard medians, open areas, non-exclusive pedestrian walkways, signage and/or other community amenities which may be installed by the Developer either within the Condominium Premises or within any adjoining easement area or public road right-of-way and which may be designated as a General Common Element or an easement or buffer area for such purposes; provided, however, that each Co-owner shall be responsible for installing and maintaining (except as otherwise expressly provided in the Condominium Documents) all lawns and landscaping within the open (non-building) areas within his Unit (even if included in an easement, buffer or similar area), and in such areas located immediately adjacent to his Unit and lying in the road right-of-way between his Unit and the road pavement.

(e) **Electrical.** The electrical transmission mains throughout the Project up to the point of lateral connection for Homesite use.

(f) **Common Lighting.** The common lighting for the Project (including, without limitation, wiring, fixtures, and posts), if any is installed. It is the present intention of the Developer to



install some common lighting but the nature and extent thereof remains indeterminate. Developer reserves the right (but not the obligation) to do so, either within the Common Elements or within any one or more (but not necessarily all) Homesites. Any common lighting installed within a Homesite shall be maintained, repaired and replaced by the Administrator, except that the costs of electrical power consumption therefor shall be paid by each Co-owner to whose Homesite such designated common light is metered in accordance with the provisions of Section 3(d) of this Article IV. All common lighting fixtures shall be of the type described and permitted under Section 3(d) below. If the Developer determines not to install street lighting within the Project during the Construction and Sales Period, then the Association shall not thereafter cause street lighting to be installed within the Project, without the consent of sixty-six and two-thirds percent (66-2/3%) of the Co-owners. Any street lighting installed within the General Common Elements (whether upon the determination of the Developer, during the Construction and Sales Period, or thereafter by the Association, with the consent of the Co-owners, as specified above) shall be metered to the Administrator.

(g) **Telephone.** The telephone system throughout the Project up to the point of lateral connection for Homesite use.

(h) **Gas.** The gas distribution mains throughout the Project up to the point of lateral connection for Homesite use.

(i) **Water.** The water distribution systems throughout the Project up to the point of lateral connection for Homesite use. It is presently intended, but not ultimately certain, that some of the common water supply systems (other than the irrigation system) will be dedicated to the use of the public and, if so, the dedicated portions thereof will cease to be General Common Elements at the time of dedication.

(j) **Sanitary Sewers.** The sanitary sewer system throughout the Project up to the point of lateral connection for Homesite use. It is presently intended, but not ultimately certain, that some or all of the common sanitary sewer system will be dedicated to the use of the public and, if so, the dedicated portions thereof will cease to be General Common Elements at the time of dedication.

(k) **Storm Drainage System.** The storm sewer mains, leads, detention areas, catch basins, holding areas, and drainage pipes, culverts and swales located within or outside of the Condominium Project, as designated on the Condominium Subdivision Plan, including (without limitation) any retaining walls, equipment and other improvements related thereto. Notwithstanding the allocation of responsibility for maintaining the storm drainage system as set forth in Section 3 below, each Co-owner shall be responsible for installing and maintaining (except as otherwise expressly provided in the Condominium Documents) all lawns and landscaping in the open (non-building) areas within his Homesite, even if the same are located in a storm water detention area, catch basin, holding area, culvert or swale.

(l) **Telecommunications.** Any telecommunications and other such similar system, including any security system and/or cable television system, if and when it may be installed, up to the point of lateral connection for Homesite use.

(m) **Depicted Areas.** All other elements of the Project designated as General Common Elements on the Condominium Subdivision Plan, and all structures and other improvements, if any, located therein.



(n) **Parks.** The Parks within the Project to the extent such Parks have not been accepted as public improvements.

(o) **Pathway.** The Pathway throughout the Project depicted on the Condominium Subdivision Plan, including all improvements thereto. The Developer, during the Construction and Sales Period, and the Association, after the Construction and Sales Period, shall have the right to establish additional reasonable rules and regulations with respect to the use and maintenance of the Pathway.

(p) **Other.** Such other elements of the Project not herein designated as ~~Common~~ Elements which are not enclosed within the boundaries of a Homesite, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

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

**Section 2. Limited Common Elements.** Limited Common Elements are those portions of the Common Elements that are reserved for the exclusive use and enjoyment of one or more but not all Co-owners. The Project as currently constituted does not contain any Limited Common Elements. However, Developer and/or the Association may amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B to create Limited Common Elements within those portions of the Condominium Premises designated as General Common Elements in the Condominium Subdivision Plan.

**Section 3. Responsibilities.** The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) **Co-owner Responsibilities: Homesites.** The responsibility for and the costs of maintenance, decoration, repair and replacement of each Homesite designated in the Condominium Subdivision Plan and all structures, landscaping and improvements located thereon (including, without limitation, all Limited Common Elements located thereon) shall be borne by the Co-owner of such Homesite, subject, however, to the provisions of Section 3(b) of this Article IV. Moreover, the exterior appearance of the Homesites and the structures and improvements located thereon, shall be subject at all times to the approval of the Administrator and to reasonable aesthetic and maintenance standards prescribed by the Administrator in duly adopted rules and regulations and/or as provided in the Bylaws. Except as otherwise expressly provided in Section 3(b) of this Article IV, each Co-owner shall also be responsible for maintaining (including snow removal), repairing and replacing any paved areas (driveways, sidewalks, etc.) within his Homesite, and any permitted landscaping within the Homesite including (without limitation) in any storm drainage areas, basins, culverts, swales and other easement areas lying within such Co-owner's Homesite, and/or in all areas lying between such Co-owner's Homesite and the pavement within the road right-of-way adjacent to such Homesite, as may be required by the Bylaws or prescribed by the Administrator, the Village or by any public agency having jurisdiction. Failure of any Co-owner to adhere to such maintenance and aesthetic standards shall entitle the Administrator to enter upon such Co-owner's Homesite and to perform the necessary maintenance, decoration, repair or replacement; provided, however, that the Administrator shall not be responsible for any damage to a Unit or the dwelling or appurtenances contained therein that occurs as a result of the Administrator performing the unperformed obligations of the Co-owner of the Unit.





(b) **Association Responsibilities.** Except as otherwise provided in the Condominium Documents, the Association shall be responsible for the maintenance, repair and replacement of all General Common Elements (including all landscaping within General Common Elements. The costs and expenses associated with such maintenance, repair, replacement and administration shall be borne by the Association, subject to any provisions of this Master Deed, the Bylaws and/or the other Condominium Documents expressly to the contrary (which provisions include, among other things, the right of the Association to pass such costs and expenses on to the Co-owners through the assessments contemplated in the Bylaws and in the Declaration). Additional maintenance assessments may be levied for individual Units requiring expenditures by the Association, as provided in Section 69(2) of the Act. Standards for maintenance may be established by the Association. The Association shall not be responsible, in the first instance, for performing any maintenance, repair or replacement with respect to any structures, improvements and/or their appurtenances located within the Condominium Units. In the event that any portion of a Unit is disturbed or altered in connection with the performance by the Association of its obligations under this Section 3(b), the Association shall restore the Unit to substantially the same condition which existed immediately prior to such disturbance or alteration, except that, in connection with the maintenance, repair and replacement of the Storm Drainage System, the Association shall only be required to grade and seed the affected area and shall not be required to restore any improvements within such Unit.

(c) **Pathway.** The Association shall be responsible for maintaining, repairing and replacing the Pathway.

(d) **Common Lighting.** The Developer may (but is not required to) install General Common Element lighting at the entrance to the Condominium. The Developer may also (but is not required to) install common illuminating fixtures elsewhere within the Condominium and to designate the same as common lighting as provided in Article IV, Section 1(f) hereof. Some of such common lighting may be installed on the General Common Elements or may be located within Homesites (such as coach lamps). The costs of electricity and/or natural gas for common lighting located within Homesites may, at the Developer's election, be metered by the individual electric or gas meters of the Co-owners to whose Homesite the same are respectively appurtenant and, if so, shall be paid by such individual Co-owners without reimbursement therefor from the Administrator. Any and all common lighting fixtures installed within the Condominium shall be downward-directed, so-called "zero-cutoff" fixtures, unless otherwise expressly approved by the Developer. Any common lighting fixtures shall be maintained, repaired and replaced and light bulbs furnished by the Administrator. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Administrator in its discretion. No Co-owner shall modify or change such fixtures in any way and shall not cause the electrical flow for operation thereof to be interrupted at any time. Said fixtures may operate on photoelectric cells or timers, both of which may be set by and at the discretion of the Administrator, and shall remain lit at all times determined by the Administrator for the lighting thereof.

(e) **Roads.** Prior to the dedication of the roads within the Project to the public, such roads shall be maintained, repaired and replaced by the Association. Subsequent to the dedication to and acceptance of the roads within the Project as public improvements, such roads shall be maintained, repaired and replaced by the Village.

(f) **Parks.** Prior to the dedication of the Parks within the Project to the public, such Parks shall be maintained, repaired and replaced by the Association. Subsequent to the dedication to and acceptance of the Parks within the Project as public improvements, such Parks shall be maintained, repaired and replaced by the Village, except that the Association shall be responsible for cutting the grass within the Parks as provided in the PUD Agreement.



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

**ARTICLE V**

**HOMESITE DESCRIPTION AND PERCENTAGE OF VALUE**

**Section 1. Description of Homesites.** Each Unit in the Condominium Project is described in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit shall consist of the area contained within the Unit boundaries as shown on Exhibit B and delineated with heavy outlines.

**Section 2. Percentage of Value.** The percentage of value for each Unit shall be equal. The determination that the percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are no material differences among the Units that affect the allocation of percentages of value. The percentage of value assigned to each Unit shall determine each Co-owner's respective share of the Common Elements of the Condominium Project, each Co-Owner's respective proportionate share in the proceeds and expenses of the Association's administration and the value of such Co-owner's vote at meetings of the Association of Co-owners with respect to matters that require votes to be cast on a percentage of value basis. The total value of the Project is one hundred (100%) percent.

**ARTICLE VI**

**CONTRACTION OF CONDOMINIUM**

**Section 1. Right to Contract.** As of the date this Master Deed is recorded, Developer intends to establish a Project consisting of One Hundred Seventy Two (172) Units on the land described in Article II. Developer reserves the right, however, to establish a Project consisting of fewer Units than described above within the land described in Article II and to withdraw from the Project all or some portion of the land described in Article II. Therefore, notwithstanding anything to the contrary contained in the other provisions of this Master Deed,, the number of Units in this Condominium Project may, at the option of Developer, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than two (2).

**Section 2. Withdrawal of Land.** In addition to the provisions of Section 1, Developer unconditionally reserves the right to withdraw from the Project any portion or portions of the land described in Article II, provided such land is not reasonably necessary to provide access to or otherwise serve the Units and their appurtenant Limited Common Elements, if any, included in the Project, as contracted. Developer reserves the right to use the portion of the land withdrawn, in its discretion. Developer further reserves the right, subsequent to such withdrawal but prior to six (6) years from the date of recording this Master Deed.



**Section 3. Creation of Easements.** In the event of any contraction under this Article VI, Developer reserves for the benefit of itself, its successors or assigns, and all owners of the land described in Article II and all portions thereof, an easement for the unrestricted use of all roads in the Project for the purpose of ingress or egress to and from each and every portion of the Project as contracted, and for utilizing, tapping, tying into, extending and enlarging all utility improvements located within the Condominium Premises, including, but not limited to, storm sewer, water main, sanitary sewer, gas, telephone, electrical and telecommunication lines. In addition, to the extent that any General Common Elements within the land described in Article II are withdrawn from the Project, Developer shall cause non-exclusive easements for the benefit of the Units remaining in the Project to be created over such withdrawn General Common Elements to the extent necessary for the continued operation of the Project.

**Section 4. Amendment of Master Deed.** Any contraction in size of the Project shall be effective upon Developer the recordation of one or more amendments to this Master Deed in a form satisfactory to Developer, in its discretion. Each such amendment to the Master Deed shall proportionately readjust the percentages of value set forth in Article V, in order to reflect the total value of 100% for the Project, as contracted pursuant to the applicable amendment to this Master Deed. The precise determination of the readjustment in percentages of value shall be within the sole judgment of Developer. However, such readjustment shall reflect a continuing reasonable relationship among percentages of value, based upon the original method of determining percentages of value for the Project.

**Section 5. Redefinition of Common Elements.** Any amendments to the Master Deed pursuant to Section 4 shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the Units in the Project, as contracted. In connection with any such amendments, Developer shall have the right to change the nature of any Common Elements previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article VI, including, but not limited to, the connection of roadways that may be located on, or planned for the area which is withdrawn from the Project, and to provide access to any Unit that is located on, or planned for the withdrawn area from the roadways located in the Project.

**Section 6. Consent of Interested Parties.** All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendments to this Master Deed as may be proposed by Developer to effectuate the purposes of this Article VI and to any proportionate reallocation of percentages of value of Units which Developer determines are necessary in conjunction with such amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the execution of such 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 hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

**ARTICLE VII**

**CONVERTIBLE AREAS**

**Section 1. Designation of Convertible Areas.** All Homesites and General Common Element areas have been designated on the Condominium Subdivision Plan as Convertible Areas within which the Homesites and Common Elements may be modified as provided herein.



**Section 2. The Developer's Right to Modify Homesites and Common Elements.** The Developer reserves the right in its sole discretion, from time to time, during a period ending six (6) years from the date of recording this Master Deed, to take action as follows within the Convertible Areas as designated on the Condominium Subdivision Plan, provided, however, that none of the modifications described below shall be undertaken without approval of the Owner of any Homesite which would be modified by Developer's exercise of the convertibility rights. The Developer reserves the right to modify the size, location, design or elevation of Homesites and/or General Common Elements appurtenant or geographically proximate to such Homesites, and to enlarge, extend, add, reduce or eliminate Homesites on all or any portion or portions of the Convertible Areas designated for such purpose on the Condominium Subdivision Plan. The precise number, nature, size and location of Homesite additions, deletions, enlargements, modifications and extensions or other modifications which may be established shall be determined by Developer in its sole judgment.

**Section 3. Exercise and Assignment by Developer.** No person other than the Developer (including the Administrator and any Co-owner) shall exercise the rights reserved to Developer in this Article VII unless such rights or some portion thereof have been specifically assigned to such person by Developer in a recordable written instrument.

**Section 4. Amendment of Master Deed and Modification of Percentages of Value.** Any exercise of the foregoing convertibility rights 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 V hereof shall be readjusted when applicable in order to preserve a total value of one hundred percent (100%) for the entire Project resulting from such amendments to this Master Deed. All readjustments in percentages of value shall be made so as to provide for equal percentages for all Homesites.

**Section 5. Redefinition of Common Elements.** Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements or Homesites as may be necessary to adequately describe, serve and provide access to any Homesite or Common Element modified by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

**Section 6. Consolidating Master Deed.** A Consolidating Master Deed shall, if necessary, be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in accordance with Article III, Section 10 hereof in order to incorporate into one set of instruments all successive stages or modifications of development. The Consolidating Master Deed, if and when recorded, shall supersede this previously recorded Master Deed and all amendments hereto.

**Section 7. Consent of Interested Persons.** All of the Co-owners and mortgagees of Homesites 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 amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of this Article VII and to any proportionate reallocation of percentages of value of existing Homesites as may be required thereby. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.



ARTICLE VIII

**SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF HOMESITES**

Notwithstanding any other provision of the Master Deed or the Bylaws, Homesites in the Condominium may be consolidated, modified and the boundaries relocated, in accordance with the ordinances and any required approvals of the Village, Section 48 of the Act and this Article; such changes in the affected Homesite or Homesites shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

**Section 1. Exercise by Developer.** The Developer reserves the sole right during the Construction and Sales Period and without the consent of any other Co-owner or any mortgagee of any Homesite (except any Co-owner or mortgagee whose Homesite would be modified by such action) to take the following action:

(a) **Subdivide Homesites; Consolidate Homesites; Relocate Homesites.** Subdivide or resubdivide any Homesites, consolidate under single ownership two (2) or more Homesites which are located adjacent to one another, and relocate any boundaries between adjoining Homesites or elsewhere. Such subdivision or resubdivision of Homesites, consolidation of Homesites and/or relocation of boundaries of Homesites shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(b) **Modify Building Envelopes.** Enlarge, contract, and relocate the building envelope within any Homesite or Homesites (the initial designation of which being set forth on the Condominium Subdivision Plan), whether in connection with a subdivision, consolidation or relocation of any such Homesite, or otherwise. If a modification to a building envelope of any Homesite would extend the building envelope into any setback areas within that Homesite, then the subject modification to the building envelope will be subject to the prior approval of the Village; otherwise, the modification can be effectuated by the unilateral action of the Developer, its successors and assigns, and the Co-owner and mortgagee of the Homesite that is to be so modified. From and after the expiration of the Construction and Sales Period, the rights of Developer under this Section 1(b) (like all other rights reserved to Developer under this Master Deed) may be assigned by Developer to the Association, or to such other persons or entities as may be designated by the Developer. The Developer may exercise, or not exercise, the rights set forth in this Section 1(b) in the Developer's sole and absolute discretion, on a case-by-case basis, and the Developer's acceptance or approval of a modification of a building envelope on any particular Homesite shall in no way be deemed to limit or restrict the Developer's right to reject any proposed modification of a building envelope on any other Homesite.

(c) **Amend to Effectuate Modifications.** Prepare, execute and record such amendments to this Master Deed as are necessary or appropriate to reflect the modifications made by the Developer, pursuant to the foregoing provisions. Such amendments to this Master Deed shall not have to be signed by any other Co-owner, mortgagee or other person or entity (except for the Co-owner or mortgagee whose Homesite would be directly modified by such action) in order to be effective and binding with respect to the Condominium Premises. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Homesite or Homesites resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number, when appropriate, and the percentage of value as set forth in Article V hereof for the



Homesite or Homesites so subdivided or consolidated or as to which boundaries are relocated shall be adjusted, if and to the extent necessary in order to preserve equal percentages of value among Homesites and a total value of one hundred percent (100%) for the entire Project resulting from such amendment or amendments to this Master Deed. 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 Homesites and Common Elements in the Condominium Project as so modified. All of the Co-owners and mortgagees of Homesites and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Homesites which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

**Section 2. Limited Common Elements.** Any Limited Common Elements now existing or which may hereafter be created by amendment to this Master Deed shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to consolidate or relocate boundaries described in this Article VIII.

## ARTICLE IX

### EASEMENTS

**Section 1. Developer and Administrator Easements for Maintenance, Repair and Replacement.** Except as provided in Section 5 below, the Developer reserves, for the benefit of itself and for the Administrator, and their respective employees, agents and contractors, such easements over, under, across and through the Condominium Premises, including all Homesites and Common Elements, as may be necessary to fulfill any responsibilities or exercise any rights of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium; provided, however, that the easements granted hereunder shall not entitle any grantee thereof to gain entrance to the interior of any dwelling or garage located within a Homesite. While it is intended that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of and decoration of the residence and all other appurtenances and improvements constructed or otherwise located within his Homesite (subject, however, to the provisions of Section 3(b) of Article IV above), it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of his Homesite in a proper manner and in accordance with the standards set forth in this Master Deed, the Bylaws and any rules and regulations promulgated by the Administrator. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any rules and regulations of the Administrator, to properly and adequately maintain, decorate, repair, replace, landscape or otherwise keep his Homesite, the dwelling thereon or any improvements or appurtenances located therein, the Association (and/or the Developer during the Construction and Sales Period) shall have the right (but not the obligation), and all necessary easements in furtherance thereof, to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the exterior of the dwelling within the Homesite (including the exteriors of any other structures located therein) or its appurtenances, and any landscaping or paved areas thereon, all at the expense of the Co-owner of the Homesite. Neither the Developer nor the Administrator shall be liable to the Co-owner of any Homesite or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section



or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his regular assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines. The easements and rights granted or reserved to the Developer and the Administrator under this Section 1 may be utilized or exercised by either or both of the Developer and the Administrator, and their respective agents, employees and contractors.

**Section 2. Utility Easements; Right to Dedicate.** Except as provided in Section 5 below, the Developer reserves for the benefit of itself, its successors and assigns, all future Co-owners of Homesites in the Condominium, and all private and public utility agencies or companies providing utility service of any type to the Condominium Premises, all of the utility easements designated and depicted as such on the Condominium Subdivision Plan, whether located upon the Common Elements or within Homesites, for the installation, maintenance, repair, replacement, use and operation of the utility lines and services contemplated hereunder. Such easements shall include, without limitation, the right to enter upon the Condominium Premises (including Homesites and Common Elements) as and to the extent reasonably necessary for the purposes of installing, maintaining, repairing and replacing utility lines and facilities within the easement areas contemplated hereunder.

Except as provided in Section 5 below, the Developer also reserves for the benefit of itself, its successors and assigns, easements to utilize, tap or tie into, extend and enlarge all utility mains and facilities located within the Condominium Premises, including, but not limited to, electrical, telephone, other telecommunications, water, gas, storm and sanitary sewer mains, and detention ponds, in connection with the development and/or use of any land adjoining the Condominium Premises or any portion or portions thereof and an easement on, over, across under and through the Common Elements for the purposes of extracting minerals, the right to which the Developer has reserved. In the event the Developer, its successors or assigns, thus utilizes, taps or ties into, extends or enlarges any utilities located within the Condominium Premises, or extracts any minerals, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. The rights and easements reserved to the Developer hereunder shall be assignable or transferable, in whole or in part, at the Developer's sole option, to any or all current and future owners of any land adjoining the Condominium Premises (or any portion or portions thereof).

Except as provided in Section 5 below, the Developer further reserves the right, for itself at any time prior to the Transitional Control Date and for the Administrator at any time after the Transitional Control Date, to (i) grant further easements for utilities over, under and across the Condominium Premises (including the Common Elements and any Homesite) to appropriate governmental agencies or public or private utility companies, and (ii) dedicate any and all water, sanitary sewer and stormwater utility facilities and easements for the use of the public, or otherwise assign or transfer title to the same to state, county or local governments and/or to public or private utility companies. Any such easement grant, dedication or transfer of title may be effected by the Developer or the Administrator without the consent of any Co-owner, mortgagee or other person and shall be evidenced by separate written easement agreements and/or an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded (in either case) in the Monroe County Records. All of the Co-owners and mortgagees of Homesites 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 any such easement agreement(s) and amendment(s) of this Master Deed to effectuate the foregoing easement grants, dedications or transfers of title.

**Section 3. Grant of Easements by Administrator.** Except as provided in Section 5 below, the Administrator shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium, subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

**Section 4. Easements for Development, Construction, Maintenance, Decoration, Repair and Replacement.** Except as provided in Section 5 below, the Developer reserves for itself, and grants to the Administrator and all private and public utility agencies or companies providing utility service of any type to the Condominium Premises, such easements as may be necessary over the Condominium Premises, including all Homesites and Common Elements, to exercise any rights with respect to development, construction, maintenance, repair, decoration or replacement which they or any of them are permitted or obligated to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Administrator to obtain access during reasonable hours and upon reasonable notice for purposes of inspection of any Homesite and its appurtenances to ascertain that the same have been designed, constructed and maintained in conformity with standards imposed and/or specific approvals granted by the Administrator and/or the Developer and to take corrective action relative thereto.

**Section 5. Telecommunications Agreements.** The Developer has assigned to an affiliate the sole and exclusive right 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 Homesite therein. **Notwithstanding anything to the contrary contained in the Condominium Documents, no party shall have the right to grant easements for, or provide or permit Telecommunications services within the Project, except as determined by the Developer or its assignee, in its sole and absolute discretion.**

**Section 6. Easements over Roadways.** Developer reserves the right to dedicate the roadways within the Condominium to the public. All of the Co-owners and mortgagees of Homesites and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication. Prior to the acceptance of the roadways as public improvements. The Developer reserves for itself, and grants for the benefit of the Co-owners, and its and their respective heirs, representatives, successors, assigns, employees, agents, contractors, licensees and invitees, easements for vehicular and pedestrian access over and across all of the roadways within the Condominium Project, for purposes of providing ingress and egress to, from and between the Homesites and Common Elements within the Condominium Project, and any public roads situated adjacent to the Condominium Project. The Developer further grants to any federal, state or local public authority and any private emergency service agency, perpetual easements for the use by public vehicles and/or private emergency vehicles of all roadways in the Condominium Project for the purposes of ingress and egress to provide, without limitation, fire and police protection, water and sewer services, ambulance and rescue services, mail and school bus service and other lawful governmental services and/or private emergency or quasi-public services to the Condominium Project and the Co-owners thereof.





**Section 7. Reserved Right of Developer to Create Additional Easements.** The Developer reserves the right to create reasonable additional easements or modify any then-existing easements within Arbor Chase for the benefit of the Association, as now or ultimately established, and/or to amend, created for the benefit of any such entities.

**Section 8. Easements for Storm Drainage.** The Developer grants and creates easements in favor of the Association, the Administrator, the Village and the Monroe County Drain Commissioner over those portions of the Units and Common Elements designated as drainage and storm water detention areas on the Common Subdivision Plan, for purposes of providing storm water drainage, detention and management. Easements in favor of the Association, the Administrator, the Village and the Monroe County Drain Commissioner shall also exist in such other reasonable locations within the Units and the Condominium Project as may be necessary for purposes of providing access to said drainage and detention areas, in order to inspect, maintain and repair the same. No Co-owner shall disturb the grade or otherwise modify the areas within such easements in any way so that the storm water drainage designed for the Condominium Premises shall be unimpeded. Each Co-owner shall, however, be solely responsible for installing, maintaining, repairing and replacing permitted landscaping materials located within any storm drainage easement areas lying within such Co-owner's Unit (subject, in the case of maintenance, to the provisions of Section 3(b) of Article IV above); provided, however, that such easement areas shall not be obstructed in any way including, without limitation, by landscaping. Pursuant to the Declaration, the Condominium has an easement to drain storm water into the detention pond within the adjacent condominium project as identified in the Subdivision Plan.

**Section 9. Easements for Encroachments.** In the event that any non-structural improvements (e.g., driveways, sidewalks, landscaping, etc.) or any Common Element encroaches on another Homesite, easement or Common Element due to minor survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachments for so long as the encroachment exists.

**Section 10. Easements For Entrance Areas and Landscaping.** There shall exist easements over certain Homesites as designated on the Condominium Subdivision Plan for purposes of installation, maintenance, repair and replacement of entrance areas, landscaping, signage and related purposes for the benefit of the Condominium generally. Such easements shall be for the benefit of the Developer and the Administrator, as applicable.

**Section 11. Manhole Easements.** There shall exist permanent easements in favor of the public agency having jurisdiction for the installation, maintenance, repair and replacement of manholes within certain Units as depicted on the Condominium Subdivision Plan together with all reasonable and necessary easements for access thereto.

**Section 12. Developer's Rights.** Notwithstanding anything contained in this Master Deed to the contrary, the Developer reserves the right, for itself and its agents, employees, contractors, successors and assigns, until the expiration of the Construction and Sales Period, to maintain such offices, parking, storage areas and other facilities within the Condominium Project as it deems necessary to develop the Project, and to cause Homesites to be developed and sold (and for residences to be constructed thereon). The foregoing rights shall include such rights of access over and across the Condominium Premises as are necessary or desirable to achieve the objectives described above.

**Section 13. Arbor Chase Declaration.** The Condominium is subject to the easements contained in the Arbor Chase Declaration.



**Section 14. General Principles.** All of the easements set forth in this Article X shall be deemed to run with the land, be a burden on the Homesite or other land area in which the same are located, and be binding on the Co-owner or other party owning the Homesite or other land area on which the same are located, and shall benefit the parties named above as the beneficiaries of such easements, their respective successors and assign. Except as otherwise stated herein, all such easements created hereunder shall be perpetual and non-exclusive. No Co-owner shall restrict or interfere with the use of or access to any of the easements or easement areas established hereunder, nor shall any Co-owner construct or install any permanent improvements in any easement area, except as may otherwise be permitted pursuant to the procedures set forth in the Bylaws. Any and all easements established for the benefit of the Co-owners shall be appurtenant to each Co-owner's Homesite, and shall not be conveyed, encumbered, sold or otherwise transferred by a Co-owner other than in connection with a simultaneous conveyance, encumbrance, sale or transfer (to the same party) of the Homesite to which such easement is appurtenant. Any and all easements reserved or created by the Developer hereunder, and any future easements that may be established by the Developer hereunder, may be relocated, released or terminated, in the Developer's sole discretion (and without the consent or approval of any other person or entity), in the same manner as new easements may be granted or created by the Developer hereunder.

## ARTICLE X

### AMENDMENT

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

**Section 1. Modification of Homesites or Common Elements.** No Homesite dimension may be modified in any material way without the consent of the Co-owner and first mortgagee of such Homesite, except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary.

**Section 2. Mortgagee Consent.** Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of sixty-six and two-thirds percent (66-2/3%) of all first mortgagees of record, allocating one vote for each Unit mortgaged.

**Section 3. By Developer.** Prior to one (1) year after expiration of the Construction and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws as do not materially diminish any rights of any Co-owners or mortgagees in the Project. Such amendments shall not have to be signed by any other Co-owner, mortgagee or other person or entity in order to be effective and binding with respect to the Condominium Premises. All of the Co-owners and mortgagees of Homesites 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 effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits hereto.

**Section 4. Change in Percentage of Value.** The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value



assigned to any Homesite be modified without like consent, except as provided in this Master Deed or the Bylaws.

**Section 5. Termination, Vacation, Revocation or Abandonment.** The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of eighty-five percent (85%) of all Co-owners and eighty-five percent (85%) of all first mortgagees of record, allocating one vote for each Unit mortgaged.

**Section 6. Planned Unit Development.** Developer is developing the Project pursuant to the PUD Agreement. Accordingly, the provisions of this Master Deed shall be subject to the provisions of the PUD Agreement. In addition, notwithstanding anything to the contrary contained in this Master Deed, any amendments to this Master Deed which conflict with the terms of the PUD Agreement shall require the prior approval of the Village.

**Section 7. Arbor Chase Declaration.** Developer is developing the Project as a part of the Overall Project, pursuant to the Arbor Chase Declaration. Accordingly, the provisions of this Master Deed shall be subject to the provisions of the Arbor Chase Declaration. In addition, notwithstanding anything to the contrary contained in this Master Deed, any amendments to this Master Deed which conflict with the terms of the Arbor Chase Declaration shall require the prior approval of the Board of Director's of the Community Association.

**Section 8. Overall Project.** Arbor Chase is part of the Overall Project. When complete, the entire community may consist of a number of separate condominium projects, or other forms of approved development, all in addition to Arbor Chase. In order to provide a framework for the coordinated development of the Overall Project, and for the joint use, maintenance and support of designated portions there-of, the Arbor Chase Declaration has been established as referred to in Article III hereof. Such Declaration is incorporated herein by reference and shall be binding upon all Co-owners and the Association to the extent applicable to the Condominium Project. The Arbor Chase Declaration confers certain benefits and imposes certain obligations upon the Co-owners and the Project, including, without limitation, the non-exclusive right to use and the obligation to share in the cost of maintenance and support of the Community Areas designated as such from time to time in accordance with the Arbor Chase Declaration. All assessments levied against the Co-owners and their Units pursuant to such Arbor Chase Declaration shall be equal and shall not be apportioned among the Co-owners in accordance with the percentages of value assigned to the Units owned by them.

**Section 9. Community Area Easements.** The Developer shall have the right to grant easements over or with respect to the General Common Elements of the Condominium or to designate any General Common Element as a Community Area as may be necessary or desirable in furtherance of development, community usage, coordinated maintenance and operation of the Overall Project and to confer responsibilities and jurisdiction for administration and maintenance of such easements upon the administrator of the Overall Project.

**Section 10. Developer Approval.** During the Construction and Sales Period, this Master Deed shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed (including Exhibits A and B hereto) without the written consent of the Developer.



ARTICLE XI

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including (without limitation) the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Administrator. No such rights or powers shall be deemed to have been assigned except by a recorded instrument specifically so stating, except as otherwise expressly provided herein. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Monroe County Register of Deeds. The assignment and delegation of maintenance responsibilities set forth in Article III, Section 2 of this Master Deed shall be deemed to satisfy all of the requirements contained in this Article XI.

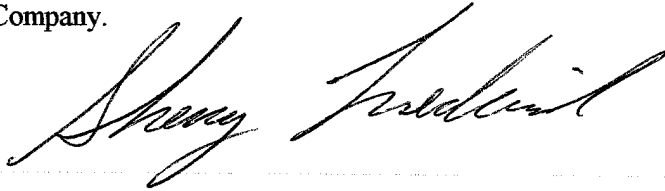
BRG DUNDEE, L.L.C., a Michigan limited liability company

By:   
Michael E. Berger

Its: Manager

STATE OF MICHIGAN        )  
  ) SS  
COUNTY OF OAKLAND     )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of February, 2005, by Michael E. Berger, Manager of BRG-Dundee, L.L.C., a Michigan limited liability company, on behalf of the Company.



SHERRY FREDERICK  
NOTARY PUBLIC, ST CLAIR CO., MI  
MY COMMISSION EXPIRES: Aug 12, 2006  
ACTING IN OAKLAND COUNTY, MI

Master Deed drafted by and when recorded return to:  
Duncan P. Ogilvie, Esq.  
Seyburn, Kahn, Ginn, Bess and Serlin, P.C.  
2000 Town Center, Suite 1500  
Southfield, Michigan 48075

**EXHIBIT A****BYLAWS****ARTICLE I****ADMINISTRATION OF THE CONDOMINIUM**

**Section 1. Initial Administration by Developer.** Upon establishment of the Condominium, and continuing thereafter through the conclusion of the Construction and Sales Period, the Developer shall serve as the person designated to administer the affairs of the Condominium Project under Section 54(1) of the Act; provided, however, that the Developer may assign or delegate some or all of the rights and responsibilities associated with the administration of the Condominium Project to the Association (as defined in Section 2 below), after which the Developer shall have no obligations or liabilities for any responsibilities so assigned or delegated. (As provided in the Master Deed, the Developer has already assigned and delegated maintenance responsibilities to the Association.) Upon the expiration of the Construction and Sales Period, any and all rights and responsibilities associated with the administration of the Condominium Project that may then remain with the Developer shall automatically be deemed to have been assigned and delegated to the Association, except as is otherwise expressly provided in the Condominium Documents; the Developer reserves, however, all other rights and responsibilities which are conferred upon it under the Condominium Documents including, without limitation, all of the developmental rights thereunder, the rights (independent of the Association) to administer and enforce all restrictions set forth therein and any other rights and responsibilities reserved to it under the Condominium Documents and not specifically assigned to the Association.

**Section 2. Association of Co-Owners.** Subject to the provisions of Section 1 above, the Condominium shall be administered by an association of Co-owners, which shall be incorporated as a non-profit corporation known as the Arbor Chase Condominium Association, hereinafter sometimes called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(9) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his or her Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.



## ARTICLE II

## ASSESSMENTS

All expenses arising from the management, administration and operation of the Condominium Project and/or the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Administrator against the Homesites and the Co-owners thereof in accordance with the following provisions:

**Section 1. Assessments for Common Elements.** All costs incurred by the Administrator in satisfaction of any liability arising within, caused by, or connected with the General Common Elements or the administration or maintenance of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the General Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

**Section 2. Assessments of the Community Association.** Each owner of a Unit in Arbor Chase is a member of the Community Association. The Community Association has the responsibility for the insurance, maintenance, repair and replacement of the Community Areas of the Overall Project, as described in the Arbor Chase Declaration. The Community Association shall assess Arbor Chase and other condominium associations which are members of the Community Association pro rata, based on the number of assessed Units in each condominium in the Overall Project, for the cost of insurance, maintenance, repair and replacement of the Community Areas. Such assessments shall be a cost of administration of the Project and collected from the Co-owners as set forth in these Bylaws and the Arbor Chase Declaration. The Community Association shall have a lien for such charges against each Co-owner's Unit and the Co-owner, as set forth in the Arbor Chase Declaration. By acceptance of a deed to a Unit, each Co-owner covenants and agrees to pay to the Community Association: (a) all annual assessments or charges due; (b) special assessments, if any, for capital improvements to be established and collected as set forth in the Arbor Chase Declaration; and (c) litigation assessments, if any.

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

(a) **Budget; Regular Assessments.** The Administrator 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. An adequate reserve fund for regular maintenance, and for repairs and replacement of those General Common Elements that must be repaired or replaced on a periodic basis shall be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below 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. Since the minimum standard required by this subsection may prove to be inadequate for this particular project, the Administrator 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 Administrator, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the failure



to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Administrator at any time decide, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient, (a) to pay the costs of operation and management of the Condominium, (b) to provide for repairs or replacements of then-existing General Common Elements, and/or (c) to provide additions to the General Common Elements not exceeding Ten Thousand Dollars (\$10,000.00) annually for the entire Condominium Project, or (2) that an emergency exists, the Administrator shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Administrator also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Administrator to levy assessments pursuant to this subsection shall rest solely with the Administrator for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

**(b) Special Assessments.** Special assessments, in addition to those required in subsection (a) above, may be made by the Administrator from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the General Common Elements of a cost exceeding Ten Thousand Dollars (\$10,000.00) for the entire Condominium Project per year, (2) assessments to purchase a Homesite upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection 2(a) above, which shall be levied in the sole discretion of the Administrator) shall not be levied without the prior approval of more than sixty percent (60%) of those present and voting, in person or by proxy or written ballot (provided, however, that such prior approval must be granted by a minimum of fifty percent (50%) of all Co-owners in the Condominium who are eligible to vote at the time of such vote). The authority to levy assessments pursuant to this subsection 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. This subsection 2(b) does not apply to special assessments levied by the Village or other governmental authority.

**Section 4. Apportionment of Assessments and Penalty for Default.** Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned equally among the Co-owners, and paid by the Co-owners on that basis. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in twelve (12) equal monthly installments, or on such other periodic basis as the Administrator may determine, commencing with acceptance of a deed to or a land contract vendee's interest in a Homesite, or with the acquisition of fee simple title to a Homesite by any other means. Special assessments determined in accordance with subsection 2(b) above shall be payable by the Co-owners on the same basis, or on such other basis as the Administrator may determine (which may be another periodic basis, or in one (1) installment due within thirty (30) days after the date of the Administrator's statement for the same). The payment of an assessment, or any installment thereof, shall be in default if such assessment or installment, or any part thereof, is not paid to the Administrator in full on or before the due date for such payment. Each payment that is in default for ten (10) or more days shall bear interest from the initial due date thereof until paid in full, at the lesser of the rate of ten percent (10%) per annum or the maximum rate permitted by applicable law. The Administrator may assess reasonable automatic late charges (such charges to be not less than One Hundred Dollars [\$100.00]). In addition, the Administrator may, pursuant to Articles XIX and XX hereof, levy fines for late payment of



assessments or installments in addition to such interest and late charges. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his or her Homesite which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for any such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Homesite following extinguishment of all rights of the land contract purchaser in the Homesite. 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, late charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

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

**Section 6. Enforcement.**

(a) **Liens for Unpaid Assessments.** Any and all amounts assessed against a Homesite under these Bylaws and/or the other Condominium Documents, including, without limitation, regular assessments, special assessments, fines, interest charges and late charges, which remain unpaid, shall constitute a lien upon the Homesite owned by the Co-owner at the time of the assessment and upon the proceeds of sale thereof. Any such unpaid sum shall constitute a lien against the Homesite as of the first day of the fiscal year to which the assessment, fine or late charge relates and shall be a lien prior to all other liens and claims assessed or imposed against the subject Homesite, except for real property taxes and first mortgages of record. All charges which the Administrator may levy against any Co-owner shall be deemed to be assessments for the purposes of this Article II and Section 108 of the Act.

(b) **Remedies.** In addition to any other remedies available to the Administrator, the Administrator may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his or her Homesite, the Administrator shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Administrator 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 its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his or her Homesite. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Homesite from the Co-owner thereof or any persons claiming under him or her. The Administrator may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Articles XIX and XX of these Bylaws. Finally, the Administrator shall have the right, at its option, to publicize the names and addresses of any or all defaulting Co-owners to and among the other Co-owners, mortgagees, and other persons or entities having an interest (or a prospective interest) in the Condominium, and the Administrator shall have no liability to any defaulting Co-owner as a result thereof. All of these remedies shall be cumulative and not alternative.





(c) **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 Administrator 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 Administrator to sell or to cause to be sold the Homesite with respect to which the assessment installment(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 Homesite in the Project acknowledges that at the time of acquiring title to such Homesite, he or she was notified of the provisions of this subsection and that he or she voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Administrator to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Homesite.

(d) **Notice of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his, her or their last known address, a written notice that one or more installments of the annual assessment levied against the pertinent Homesite is or are delinquent and that the Administrator may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Administrator that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (iv) the legal description of the subject Homesite(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds for Monroe County, Michigan, prior to commencement of any foreclosure proceedings, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10)-day period specified above, the Administrator may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Administrator elects to foreclose the lien by advertisement, the Administrator shall so notify the delinquent Co-owner and shall inform him or her that he or she may request a judicial hearing by bringing suit against the Administrator.

(e) **Limitations on Assessments for Litigation.** Neither the Association nor any Administrator shall have authority under this Article II or under any other provision of these Bylaws or the Master Deed, to levy any assessment for, or to incur any expense or legal fees with respect to, any litigation, arbitration, or other such legal (or quasi-legal) proceeding without the prior approval, by affirmative vote, of not less than sixty six and two-thirds percent (66-2/3%) of all Co-owners. This subsection shall not apply to any litigation, arbitration, or other such legal (or quasi-legal) proceeding commenced by the Association or the Administrator to enforce collection of delinquent assessments pursuant to this Article II, or to enforce compliance with these Bylaws and/or any other Condominium Documents against any non-Developer Co-owner violating or threatening to violate the same, nor shall this subsection apply in connection with any litigation, arbitration, or other such legal (or quasi-legal) proceeding commenced against the Association or the Administrator by any Co-owner or other third party. In no event shall the



Developer be liable for, nor shall any Unit owned by the Developer or any affiliate of the Developer be subject to any lien for, any assessment levied to fund the cost of asserting any claim against Developer, whether by arbitration, judicial proceeding, or otherwise.

(f) **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 Administrator to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his or her Homesite.

(g) **Enforcement of Remedies.** The rights and remedies specified in this Section 5 shall be available to the Administrator in the event of a delinquency by a Co-owner in the payment of any assessment levied against his or her Homesite.

**Section 7. Liability of Mortgagee.** Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Homesite in the Project which comes into possession of the Homesite 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 Homesite which accrue prior to the time such holder comes into possession of the Homesite (except for claims for a *pro rata* share of such assessments or charges resulting from a *pro rata* reallocation of such assessments or charges to all Homesites including the mortgaged Homesite).

**Section 8. Assessments For Units Owned By Developer.** The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of any Association or Administrator assessments for the Units in Arbor Chase. However, the Developer shall at all times pay all direct expenses of maintaining the Homesites that it owns, including the improvements located thereon. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments. Any assessments levied by the Association against the Developer for other purposes shall be void without Developer's consent. The Developer may assign and extend this exemption from assessments to any and all residential builders to which Developer may sell Homesites (with the Developer still reserving such exemption to itself, regardless of such assignment or extension to other builders). Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Homesite from the Developer or to finance any litigation, arbitration, or other such legal (or quasi-legal) proceeding or other claims against the Developer, any cost of investigating and preparing such litigation, arbitration, or other such legal (or quasi-legal) proceeding or claim or any similar or related costs. The provisions of this Section 7 shall be applicable with respect to both the Developer and to any affiliate of the Developer that owns one (1) or more Homesites within Arbor Chase.

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

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

**Section 11. 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 12. Statement as to Unpaid Assessments.** The purchaser of any Homesite may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association, accompanied by (i) a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Homesite, and (ii) the payment to the Association of a reasonable administrative fee as established by the Association from time to time (such fee to be not less than Two Hundred Fifty Dollars [\$250.00]), the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of the stated unpaid assessments within the period stated, the Association's lien for assessments as to such Homesite shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Homesite shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Homesite itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Homesite and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

### ARTICLE III

#### ARBITRATION

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

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

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



ARTICLE IV  
INSURANCE

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

(a) **Responsibilities of Association.** All such insurance shall be purchased by the Association for the benefit of the Association, the Developer and the 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, upon request of a mortgagee.

(b) **Insurance of General Common Elements.** All General Common Elements of the Condominium Project shall be insured against perils covered by a standard extended coverage endorsement, if applicable and appropriate, in an amount equal to the current insurable replacement value, as determined annually by the Administrator.

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

(d) **Proceeds of Insurance Policies.** If applicable, 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 V 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 all of the institutional holders of first mortgages on Homesites in the Project have given their prior written approval.

**Section 2. Authority of Association to Settle Insurance Claims.** Each Co-owner, by ownership of a Homesite in the Condominium Project, shall be deemed to appoint the Association as his or her true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the General Common Elements of the Condominium Project, with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the 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. Unless the



Association obtains coverage for the dwelling within the Homesite pursuant to the provisions of Article IV, Section 3 below, the Association's authority shall not extend to insurance coverage on any dwelling.

**Section 3. Responsibilities of Co-owners.** Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the dwelling and all other improvements constructed or to be constructed within the perimeter of his or her Homesite and for his or her personal property located therein or thereon or elsewhere on the Condominium Project. Each Co-owner shall also be obligated and responsible for obtaining such insurance with respect to the Limited Common Elements located upon such Co-owner's Homesite. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. 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. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner hereunder. In the event of the failure of a Co-owner to obtain such insurance or to provide evidence thereof to the Association, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor shall constitute a lien against the Co-owner's Homesite which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof. Each Co-owner also shall be obligated to obtain insurance coverage for his or her personal liability for occurrences within the perimeter of his or her Homesite and the improvements located thereon (naming the Association and the Developer as additional insureds thereon), and also for any other personal insurance coverage that the Co-owner wishes to carry. The liability insurance required of each Co-owner hereunder shall be in the minimum amount of One Million Dollars (\$1,000,000), or such greater minimum amount as may be specified by the Association (and as specified by the Developer during the Construction and Sales Period), and each Co-owner shall furnish evidence of such coverage to the Association or the Developer upon request. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so.

**Section 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 5. Indemnification.** Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which such other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Co-owner's Homesite and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Construction and Sales Period). This Section 5 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner, however.

**ARTICLE V**

**RECONSTRUCTION OR REPAIR**

**Section 1. Responsibility for Reconstruction or Repair.** If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:



(a) **General Common Elements.** If the damaged property is a General Common Element, the damaged property shall be rebuilt or repaired unless all of the Co-owners and all of the institutional holders of first mortgages on any Homesite in the Project unanimously agree to the contrary.

(b) **Homesite or Improvements Thereon; Limited Common Elements.** If the damaged property is a Homesite or any improvements thereon, or any Limited Common Element within a Homesite, the Co-owner of such Homesite alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any 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 he or she elects to make. The Co-owner shall in any event remove all debris and restore his or her Homesite and the improvements thereon to a clean and slightly condition satisfactory to the Association and in accordance with the provisions of Article VI hereof as soon as reasonably possible following the occurrence of the damage.

**Section 2. Repair in Accordance with Master Deed, Etc.** Any such reconstruction or repair of an improvement within the General Common Elements shall be substantially in accordance with the Master Deed and the original plans and specifications of the improvements unless the Co-owners shall unanimously decide otherwise. Further, any such reconstruction or repair will be subject to any applicable building code requirements and other ordinance requirements of the Village.

**Section 3. Association Responsibility for Repair.** Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

**Section 4. Timely Reconstruction and Repair.** If damage to the General Common Elements adversely affects the appearance of the Project, the Association shall proceed with replacement of the damaged property without delay.

**Section 5. Eminent Domain.** The following provisions shall control upon any taking by eminent domain:

(a) **Taking of Homesite or Improvements Thereon.** In the event of any taking of all or any portion of a Homesite or any improvements thereon (including, without limitation, any Limited Common Elements) by eminent domain, the award for such taking shall be paid to the Co-owner of such Homesite and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Homesite is taken by eminent domain, such Co-owner and his or her mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Condominium Project.

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



Elements and the affirmative vote of more than fifty percent (50%) of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) **Continuation of Condominium After Taking.** In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Homesite shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of one hundred percent (100%). Such amendment may be effected by the Administrator or by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

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

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

**Section 6. Priority of Mortgagee Interests.** Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Homesites pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Homesites and/or Common Elements.

ARTICLE VI

RESTRICTIONS

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

**Section 1. Residential Use.** No Unit in the Condominium shall be used for other than single-family residential purposes, as defined by the Village Zoning Ordinance. No building shall be constructed or placed within a Unit except one single-family private dwelling or model home and an attached front or side entry garage containing not less than two (2) and not 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 may be erected in any manner or location within a Unit without the prior written consent of Developer and/or the Architectural Review Committee (as described in Section 6.22 below).

**Section 2. Dwelling, Quality and Size.** In order to insure that all dwellings in the Condominium Project shall be of quality design, workmanship and materials approved by the Developer, during the Construction and Sales Period, and thereafter by the Association, and all dwellings shall be constructed in accordance with the PUD Agreement and all applicable governmental building codes, zoning and other ordinances and/or regulations and in accordance with such further standards as may be required by these Bylaws, the Architectural Review Committee, or Developer, its successors and/or



assigns. The PUD Agreement requires that homes shall contain a minimum of one thousand three hundred (1300) square feet and that the front façade of the first (1st) story of all homes shall consist of brick and all homes shall employ gable roof systems

**Section 3. Driveways.** Driveways and other paved areas for vehicular or pedestrian use within a Unit shall have a base of compacted sand, gravel, crushed stone or other approved base material and shall have a wearing surface approved by Developer. Plans for driveways, pavement edging or markers must be approved by Developer in writing prior to commencing any construction in accordance with such plans.

**Section 4. Building Materials.** Exterior building materials on dwellings and attached garages shall be constructed, principally, of brick, brick veneer, stone, vinyl and/or wood, or such other materials approved by the Developer, during the Construction and Sales Period, and thereafter by the Association.

**Section 5. Home Occupations, Nuisances and Livestock.** No home occupation, profession or commercial activity that requires members of the public to visit a Co-owner's Unit or requires commercial vehicles to travel to and from a Co-owner's Unit shall be conducted in any dwelling located in the Condominium Project, with the exception of model homes owned by, and the sales activities of, Developer or builders, developers and real estate companies who own or hold any Units for resale to customers in the ordinary course of business. No noxious or offensive activity shall be carried on in or upon any Unit or Common Element nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, other than normal construction activity. No chickens or other fowl or livestock shall be kept or harbored on any Unit. No animals or birds shall be maintained on any Unit, except customary domestic house pets. All animal life maintained on any Unit shall have such provisions and care so as not to become offensive to neighbors or to the community on account of noise, odor, unsightliness and no household pets shall be bred, kept or maintained for any commercial purposes whatsoever. An animal shall at all times be accompanied by a responsible person while on the General Common Elements. No burning of refuse shall be permitted outside the dwelling. No occupied or unoccupied Unit shall be used or maintained as a dumping ground for rubbish or trash.

**Section 6. Temporary Buildings, Damaged Dwellings and Reconstruction.** No trailer, mobile home, van, tent, shack, garage, barn, out-building or structure of a temporary character shall be used at any time as a temporary or permanent residence; provided, however, that the foregoing restriction shall not apply to any activities by Developer or any builder, developer or real estate company during any sales and/or construction periods. All permanent dwellings shall be completed within one (1) year from the commencement of construction. No old or used buildings of any kind whatsoever shall be moved to or reconstructed on any Unit. Any building damaged or destroyed by any cause, 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 one (1) year from commencement of construction or any damage or destruction not promptly remedied shall be deemed a nuisance and may be abated by Developer or the Association as provided by law. Any and all property within any public or private road or right-of-way which is disturbed by reason of any work performed by a Co-owner, or said Co-owner's agents, servants, employees or independent contractors, in connection with said Co-owner's Unit shall be restored by said Co-owner, at his sole expense, to its condition immediately prior to the commencement of such work. Said restoration shall be performed immediately following the completion of said work or, if such work is not completed, within a reasonable time following the date the work stopped. No storage sheds shall be erected on a Unit without the prior written approval of Developer and/or the Architectural Review Committee. No approved out-building or structure shall be located





within a utility or other easement area.

**Section 7. Soil Removal; Soil Erosion.** Soil removal from a Unit shall not be permitted, except as required for building construction and as permitted by Developer. 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 units having jurisdiction over such activities.

**Section 8. 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 within a Unit other than within buildings or structures.

**Section 9. Tree Removal.** No tree may be removed from any Unit during the Construction and Sales Period without Developer's prior written approval. Thereafter, trees shall only be removed in accordance with all applicable zoning and other ordinances and/or regulations promulgated by the Village and any other governmental authority having jurisdiction.

**Section 10. 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 11. Vehicular Parking and Storage.** No trailers, trucks, pick-up trucks, boats or other watercraft, boat trailers, aircraft, commercial vehicles, campers or other passenger cars, shall be parked or maintained on any Unit unless in a suitable private garage which is built in accordance with the restrictions set forth herein. Notwithstanding the foregoing, Co-owners shall be allowed to park personal non-commercial passenger cars, trucks and vans in the driveway appurtenant to such Co-owner's dwelling, provided that such cars, trucks and vans are fully operational and no maintenance or repairs are performed to such vehicles while in the driveway. No motorcycles, snowmobiles or vehicles designed primarily for off-road use shall be used or operated in the Project. Notwithstanding the foregoing, a motor home or camping vehicle of a size exceeding garage capacity may be parked temporarily in its Co-owner's driveway for a period not to exceed three (3) days for the purpose of loading and unloading such vehicle prior to and following its use.

**Section 12. Garbage and Refuse.** Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so that it will not be objectionable to neighboring Co-owners. No outside storage for refuse or garbage shall be maintained or used unless it is properly concealed. The burning or incineration of rubbish, trash, construction materials or other waste outside of any residential dwelling is strictly prohibited. If the Village, by ordinance, has a mandatory rubbish removal and waste recycling program, each Co-owner shall participate in such program and shall be billed separately by the Village for such services. If the Village does not have a mandatory rubbish removal and recycling program, the Association shall be responsible for contracting for rubbish removal and waste recycling and the cost thereof shall be deemed to be a cost of administering the Condominium Project.

**Section 13. Fences and Obstructions.** No fences, walls or similar structures shall be erected on any Unit, without Developer's prior written consent, which may be withheld at its sole discretion, no cyclone or other type of chain link fencing shall be used in any Unit, with the exception of a so-called "invisible" fence. The boundaries of any invisible fence shall be limited to the rear yard and the portion of the side yard of a Unit which is located between the rear boundary of a Unit and the front wall of the dwelling and a dog shall not be allowed unleashed in either the front yard of a Unit or the



Common Elements.

**Section 14. Landscaping and Grass Cutting.** Upon completion of a residential dwelling on any Unit, the Co-owner shall cause such Unit to be finish graded, sodded or hydroseeded, provided that the Co-owner receives prior written approval from Developer before hydroseeding, and further provided the Co-owner uses a hydroseed grass mix acceptable to Developer, and suitably landscaped as soon after such completion as weather permits, and in any event within ninety (90) days from the date of completion of the residential dwelling. Co-owners shall be required to water the lawns within their Units in order to maintain an established and green lawn. Except as otherwise approved by the Architectural Control Committee, when weeds or grass located on any Unit exceed six (6") inches in height, the Co-owner of said Unit shall mow or cut said weeds and grass over the entire Unit except in wooded areas. If the Co-owner fails to mow or cut weeds or grass within ten (10) days after being notified in writing, Developer or the Association may perform such work and the cost of such work shall become a lien upon the Unit(s) involved until paid. All Units owned by Developer or a builder who owns Units for resale in the ordinary course of business shall be exempt from the foregoing restrictions contained in this Section 6.14. Upon conveyance of any Unit by Developer or a builder to a Co-owner other than Developer or a builder, the exemption for said Unit shall thereupon cease and such Unit shall be subject to all of the restrictions contained in this Section 6.14.

**Section 15. Motorized Vehicles; Firearms.** No motorized bikes, motorcycles, snowmobiles or other motorized recreational vehicles shall be operated in any Common Elements within the Project. 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, except as permitted by applicable law.

**Section 16. Swimming Pools, and Other Structures.** Swimming pools, tennis courts, outdoor whirlpools, hot tubs, wood decks or other recreational structures ("Recreational Structures") may only be constructed on a Unit with the prior written approval of the Association or the Architectural Control Committee. Permitted Recreational Structures shall be constructed in accordance with all applicable local ordinances and state laws and shall be screened from all streets by wall, solid fence, evergreen hedge or other visual barrier approved in writing by the Association and/or the Architectural Review Committee.

All decks must be located in the rear yard of a Unit and cannot protrude into any side yards unless approved by Developer, during the construction and sales period, and thereafter by the Association and all decks must otherwise comply with all applicable rear yard setback requirements imposed by the Village and these Bylaws. ALL AIR CONDITIONING COMPRESSOR UNITS MUST ALSO BE LOCATED IN THE REAR YARD OF A UNIT ADJACENT TO THE DWELLING AND MUST BE SCREENED FROM ALL STREETS BY EVERGREEN HEDGE OR OTHER VISUAL BARRIER AS APPROVED IN WRITING BY THE DEVELOPER, DURING THE CONSTRUCTION AND SALES PERIOD, AND THEREAFTER BY THE ASSOCIATION.

**Section 17. Signs; Illumination; Mailboxes.** No signs of any kind shall be placed upon any Unit or on any building or structure located on a Unit, or any portion thereof, unless the plans and specifications showing the design, size, materials, message and proposed location(s) have been submitted to, and approved in writing by, Developer, with the exception of non-illuminated signs which are not more than six (6) square feet in area pertaining only to the sale of the premises upon which it is maintained or garage/yard sales within such premises, provided that any such garage sale signs shall not remain for a period exceeding five (5) days. The foregoing restrictions shall not apply to signs that may be 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 any periods that a residence may be used as a model or for display purposes.

No additional 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 and the Projects and no lights shall be placed higher than fifteen (15') feet above the ground.

Developer may, but is not required to, install illuminating fixtures within the Condominium Project and to designate the fixtures as common lighting as provided in Section 4.1(b) of the Master Deed. Some of the common lighting may be installed on the General Common Elements or on dwelling exteriors. The cost of providing electricity for common lighting located within Unit boundaries shall be paid by the Co-owners without reimbursement from the Association. Such fixtures shall be maintained, repaired and replaced (including the replacement of light bulbs) by the individual Co-owners without reimbursement from the Association. The size and nature of the light bulbs to be used in the fixtures shall be determined by the Association in its discretion. A Co-owner shall not modify or change such common lighting fixtures in any way and shall not cause the electrical flow for their operation to be interrupted at any time. The fixtures will operate on photoelectric cells, and shall remain lit at all times determined by the Association.

Developer may, but shall not be obligated to, install all mailboxes within one (1) or more locations within the Project. If Developer elects not to locate all mailboxes within a single location, all mailboxes that will be installed within the Units must meet the uniformity standards established by Developer during the Construction and Sales Period and by the Association thereafter, if any. Each Co-owner shall be responsible for the maintenance, repair and replacement of the mailbox within his Unit.

**Section 18. Objectionable Sights.** No above or below ground fuel or other storage tanks shall be permitted. Stockpiling and storage of building and landscape materials and/or equipment shall not be permitted on any Unit, except for materials and/or equipment which are used within a reasonable length of time. In no event shall landscape materials be stored for a period of more than thirty (30) days. Stockpiling and storage of firewood for use in a dwelling shall be permitted only in that area of a Unit to the rear of and adjacent to the dwelling, or in another location within the Unit where it is completely screened from view from any area outside of the Unit. No laundry drying equipment shall be erected or used outdoors and no laundry shall be hung for drying outside of a dwelling. No television or radio antennae or satellite dishes (except those satellite dishes which are twenty-four (24") inches in diameter or less) shall be constructed or erected upon the exterior of any dwelling on any Unit, without the prior written approval of Developer.

**Section 19. Maintenance.** The Co-owner of each Unit shall keep all buildings and grounds within the Unit in good condition and repair. The Co-owner of each Unit shall be responsible for keeping all driveways within his Unit clean and free of debris and shall be solely responsible for snow removal with respect to such driveways. Each Co-owner shall also use due care to avoid damaging any of the Common Elements, including but not limited to, utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for the repair, restoration of any damage to any Common Elements or damage to any other Co-owner's Unit or improvements thereon, resulting from the negligent acts or omissions of a Co-owner, his family, guests, agents or invitees, except to the extent the Association obtains insurance proceeds for such repair or restoration; provided, however, that if the insurance proceeds obtained by the Association are not sufficient to pay for the costs of repair or restoration, the Association may assess the Co-owner



for the excess amount necessary to pay for the repair and restoration. Except as may otherwise be provided in the Master Deed or these Bylaws, or in any maintenance agreement made between Developer and any municipal or governmental authority, the Co-owner of each Unit shall maintain the service area of all easements within his Unit, keep grass and weeds cut, keep the area free of trash and debris and take such actions as may be necessary to eliminate or minimize surface erosion. The Co-owner of each Unit shall be liable for any damage to any improvements which are located in, on, over and/or under the subject easement, including, but not limited to, damage to the Storm Water Drainage Facilities, electric, gas, telephone and other utility and communication distribution lines and facilities, which damage arises as a consequence of any act or omission of the Co-owner, his agents, contractors, invitees and/or licensees. No structure, landscaping or other materials shall be placed or permitted to remain within any of the easements within a Co-owner's Unit which may damage or interfere with the installation or maintenance of the Storm Water Drainage Facilities and other utilities or which may change, obstruct or retard the flow or direction of water in, on or through any drainage channels, if any, in such easements, nor shall any change be made by any Co-owner in the finished grade of any Unit once established by the builder of any residential dwelling thereon, without the prior written consent of Developer.

**Section 20. Open Space Areas; Wetlands.**

(a) **Open Space Areas.** The Open Space Areas may be used by all Co-owners for open space and recreational purposes only. The Association shall preserve and retain the Open Space Areas, with minimal intrusion, subject only to such activities which are permitted in these Bylaws. There shall be no construction, installation or placing of any improvements or structures which are directly necessary for the proper functioning of any roads, storm water drainage facilities or other utilities located within the Open Space Areas. The Association shall have the right to establish additional rules and regulations with respect to the preservation, upkeep and activities allowed within the Open Space Areas as the Association's Board of Directors may deem necessary or desirable to insure the proper preservation and functioning of the Open Space Areas.

(b) **Wetlands** No wetlands, if any, within 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 Michigan Department of Environmental Quality and all other governmental units or agencies having jurisdiction over any wetlands within the Project, and unless such modification is approved by Developer during the Construction and Sales Period and by the Association thereafter.

**Section 21 Structures in Common Elements and Easements.** No structures of any kind may be installed within any Limited 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 22 Architectural Controls.** It is understood and agreed that the purpose of architectural controls is to promote an attractive, harmonious residential development having continuing appeal. Accordingly, unless and until construction plans and specification are submitted to, and approved in writing by, Developer, (i) no dwelling, building, fence, wall or other structure shall be commenced, erected or maintained, and (ii) no addition, change or alteration to any dwelling or other structure shall be made, except for interior alterations.



All plans, specifications and other related materials shall be filed in the office of Developer, or with any agent specified by Developer, for approval or disapproval, prior to submission to Village officials for a building permit. Developer shall have the sole authority to review, approve or disapprove all or any part of the plans or specifications. Developer shall have the right to refuse to approve all or any part of any plans or specifications or grading plans, which are not suitable or desirable, in the sole discretion of Developer, for aesthetic or other reasons. In considering such plans and specifications, Developer shall have the right to take into consideration the compatibility of the proposed building or other structures with the surroundings and the effect of the building or other structure on the view from adjacent or neighboring properties. It is desired that the natural landscape and trees be left in their natural state as much as possible or practical.

A report in writing setting forth the decision of Developer, and the reasons for such decision, shall be furnished by Developer to the applicant within thirty (30) days from the date Developer receives a complete set of plans, specifications and other materials from the applicant. If Developer fails to give written notice of its approval of any final architectural plans and/or specifications submitted pursuant to the requirements of this Section 6.22 within thirty (30) days from the date they are submitted, Developer shall be deemed to have rejected the plans and specifications. 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 said applicant's plans, specifications and related materials. Such amount shall be due for each submittal even if the original submittal was returned for revision or rejected entirely by Developer.

Neither Developer nor any person(s) or entity(ies) to which it delegates any of its rights, duties or obligations hereunder, including, without limitation, the Association, or an architectural review committee established by Developer and containing such persons as Developer desires in its sole discretion (the "Architectural Review Committee"), shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans and/or specifications. Developer hereby reserves the right to enter into agreements with the Co-owners 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 this Article VI, provided that said Co-owner demonstrates that the application of the particular restriction(s) in question would create practical difficulties or hardships for said Co-owner. 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. During the Construction and Sales Period, only Developer, and/or the Architectural Review Committee, shall have the right to exercise the architectural controls described in this Section 22. At the expiration of the Construction and Sales Period, the rights exercisable by Developer and/or the Architectural Review Committee under this Section 6.22 shall be exercised by the Board of Directors of the Association.

### **Section 23      Leasing and Rental.**

(a)      **Right to Lease.** A Co-owner may lease the dwelling constructed within the perimeters of his Unit for the purposes set forth in Section 1; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a first mortgage lender in possession of a Unit as a result of foreclosure or a conveyance or assignment in lieu of foreclosure, no Co-owner shall lease less than the entire dwelling on his Unit in the Condominium and no tenant shall be permitted to occupy a dwelling except under a lease having an initial term of 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. Developer may lease any



number of Units in the Condominium in its discretion, without being required to obtain the approval of the Association.

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

(1) A Co-owner, including Developer, desiring to rent or lease a Unit, shall provide the Association, at least ten (10) days prior to presenting a lease form to a potential lessee, with a written notice of the Co-owner's intent to lease his Unit, together with a copy of the exact lease form that the Co-owner intends to use, for the review and approval of the Association. The Association shall be entitled to request that changes be made to the lease form that are necessary to insure that the lease will comply with the Condominium Documents. If Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.

(2) Tenants and other non-owner occupants shall comply with all of the provisions of the Condominium Documents and all leases and rental agreements shall incorporate this requirement.

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

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

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

(iii) If, at the expiration of the above-referenced fifteen (15) day period, the Association believes that the alleged breach is not cured or may be repeated, the Association (or the Co-owners derivatively on behalf of the Association, if the Association is under the control of Developer), may institute on behalf of the Association a summary proceeding eviction action against the tenant or non-owner occupant. The Association may simultaneously, bring an action for damages against the Co-owner and tenant or non-owner occupant for breach of the Condominium Documents. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

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



**Section 24. Rules and Regulations.** It is intended that the Board of Directors of the Association may adopt 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 adopted and amended from time to time by any Board of Directors prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners. Any such regulation or amendment may be revoked at any time by the affirmative vote of greater than fifty (50%) percent of the Co-owners in value, except that the Co-owners may not revoke any regulation or amendment prior to the First Annual Meeting of the entire Association.

**Section 25. Reserved Rights of Developer.**

(a) **Developer's Rights in Furtherance of Development and Sales.** None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in the Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary contained elsewhere in these Bylaws, 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 parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable the development and sale of the entire Project. Developer shall restore the areas utilized by Developer to habitable status upon its termination of use.

(b) **Enforcement of Bylaws.** The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a 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 Project in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, may elect to maintain, repair and/or replace any Common Elements and/or to perform 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 regardless of whether or not it owns a Unit in the Condominium. Developer's enforcement rights under this Section 6.25 may include, without limitation, an action to restrain the Association or any Co-owner from performing any activity prohibited by these Bylaws.

**ARTICLE VII****MORTGAGES**

**Section 1. Notice to Association.** Any Co-owner who mortgages his or her Homesite shall notify the Association of the name and address of the mortgagee at closing and shall further notify the Association of any subsequent mortgagee acquiring an interest in the Co-owner's Homesite. The Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Homesite, report any unpaid assessments due from the Co-owner of such Homesite. The Association shall give to the holder of any first mortgage covering any Homesite in the Project written notification of any default in the performance of the obligations of the Co-owner of such Homesite that is not cured within sixty (60) days. If a Co-owner fails to provide the information required in this Section the Association may charge the Co-owner for any costs it incurs in collecting the information for its records and the costs incurred may be collected from the Owner in the same manner as assessments are collected under these Bylaws.

**Section 2. Insurance.** The Association shall notify each mortgagee appearing in said book of the name of each company insuring the General Common Elements of the Condominium with extended coverage, and against vandalism and malicious mischief and the amounts of such coverage.

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

**ARTICLE VIII****VOTING**

**Section 1. Vote.** Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Homesite owned.

**Section 2. Eligibility to Vote.** No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he or she has presented evidence of ownership of a Homesite in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members. At and after the First Annual Meeting the Developer shall be entitled to one (1) vote for each Homesite which it owns. If, however, the Developer elects to designate a Director (or Directors) pursuant to its rights under Article XI, it shall not then be entitled to also vote for the non-developer Directors.

**Section 3. Designation of Voting Representative.** Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the





number or numbers of the Homesite owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

**Section 4. Quorum.** The presence in person or by proxy of thirty five 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 require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

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

**Section 6. Majority.** A majority, except where otherwise provided herein, shall consist of more than 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. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth.

## ARTICLE IX

### MEETINGS

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

**Section 2. First Annual Meeting.** The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than fifty percent (50%) of the Homesites in Arbor Chase 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%) of all Homesites or fifty four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Homesite in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each Co-owner.

**Section 3. Annual Meetings.** Annual meetings of members of the Association shall be held on the third Tuesday of March each succeeding year after the year in which the First Annual Meeting is held, at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of



the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

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

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

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

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

**Section 8. Action Without Meeting.** Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

**Section 9. Consent of Absentees.** The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or



after the meeting, each of the members not present in person or by proxy signs a written waiver of notice or a consent to the holding of such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

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

**ARTICLE X**

**ADVISORY COMMITTEE**

Within one (1) year after conveyance of legal or equitable title to the first Homesite in the Condominium to a non-Developer Co-owner or within one hundred twenty (120) days after conveyance to non-Developer Co-owners of one-third (1/3) of the Homesites, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three (3) non-Developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

**ARTICLE XI**

**BOARD OF DIRECTORS**

**Section 1. Number and Qualification of Directors.** The Board of Directors shall be comprised of three (3) Directors. At such time as the non-Developer Co-owners are entitled to elect two (2) members of the Board of Directors in accordance with Section 2 below, the Board of Directors shall automatically be increased from three (3) to five (5) persons. At such time as the Board of Directors is increased in size to five (5) persons, all Directors must be Co-owners, or officers, partners, trustees or employees of Co-owners that are entities.

**Section 2. Election of Directors.**

(a) **First Board of Directors.** Until such time as the non-Developer Co-owners are entitled to elect one (1) of the members of the Board of Directors, Developer shall select all of the Directors, which persons may be removed or replaced by Developer in its discretion.

(b) **Appointment of Non-developer Co-owner to Board prior to First Annual Meeting.** Not later than one hundred twenty (120) days following the conveyance to non-Developer Co-owners of legal or equitable title to twenty-five (25%) percent of the Units that may be created, one (1) member of the Board of Directors shall be elected by non-Developer Co-owners. There shall be no quorum requirement for the meeting at which such election is held.



The remaining members of the Board of Directors shall be selected by Developer. 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 to elect the required Director. Upon certification by the Co-owners to Developer of the Director elected, Developer shall immediately appoint such Director to the Board, to serve until the First Annual Meeting of Co-owners, unless he is removed pursuant to Section 7 or he resigns or becomes incapacitated.

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

(1) Not later than one hundred twenty (120) days following the conveyance to non-Developer Co-owners of legal or equitable title to seventy-five (75%) percent of the Units that may be created, the non-developer Co-owners shall elect all of the Directors to the Board, except that Developer shall have the right to designate at least one Director so long as Developer owns and offers for sale at least ten (10%) percent of the Units in the Project or as long as the Units that remain to be created and sold equal at least ten (10%) percent of all Units that may be created in the Project. Whenever the seventy-five (75%) percent conveyance level is achieved, a meeting of Co-owners shall promptly be convened to effectuate this provision, even if the First Annual Meeting has already occurred. There shall be no quorum requirement for such meeting.

(2) Regardless of the percentage of Units which have been conveyed, upon the elapse of fifty-four (54) months after the first conveyance to a non-Developer Co-owner of legal or equitable title to a Unit on the Project, and if title to not less than seventy-five (75%) percent of the Units that may be created has not been conveyed, 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 and for which assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Section 2(b) or 2(c)(1) above. There shall be no quorum requirement for the meeting at which such election is held. Application of this subsection does not require a change in the size of the Board of Directors.

(3) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (2) above, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula, 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 director as provided in subsection (1) above.

(4) At the first Annual Meeting (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 slate and the two (2) persons receiving the highest number of votes shall be elected for a term of two (2) years and the other person shall be elected for term of one (1) year. At each subsequent Annual



Meeting, either one (1) or (2) Directors shall be elected depending upon the number of Directors whose terms expire, and the term of office of each Director shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

**Section 3. Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners. The Board of Directors shall act and serve as the Administrator of the Condominium, as and to the extent that the Administrator's responsibilities are not then being performed by the Developer.

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

- (1) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.
- (2) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (3) To carry insurance and collect and allocate the proceeds thereof.
- (4) To rebuild improvements after casualty.
- (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.
- (6) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Homesite 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.
- (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.
- (8) To make rules and regulations in accordance with Article VI, Section 11 of these Bylaws.
- (9) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.
- (10) To enforce the provisions of the Condominium Documents, including the Declaration.



**Section 5. Management Agent.** The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act. No management contract shall be entered into by the Association where the management fee to be charged to the Association is in excess of five percent (5%) of the total budget, exclusive of reserves for repair and replacement of the common elements.

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

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

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

**Section 9. Regular Meetings.** Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

**Section 10. Special Meetings.** Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director given personally, by mail, telephone, telecopy or



telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

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

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

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

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

## ARTICLE XII

### OFFICERS

**Section 1. Officers.** The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two (2) offices except that of President and Vice President may be held by one (1) person.

(a) **President.** The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He or she shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he or she may in his or her discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b) **Vice President.** The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other



member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors.

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

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

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

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

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

**ARTICLE XIII**

**SEAL**

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



**ARTICLE XIV****FINANCE**

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

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

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

**ARTICLE XV****INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a Director or officer of the Association, whether or not he or she is a Director or officer at the time such expenses are incurred, except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Association (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other 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 Association shall notify all Co-owners thereof. Further, the Association is authorized to carry officers'



and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

## ARTICLE XVI

### AMENDMENTS

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

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

**Section 3. Voting.** These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-six and two-thirds percent (66-2/3%) of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of sixty six and two-thirds percent (66-2/3%) of the first mortgagees shall be required, with each mortgagee to have one (1) vote for each first mortgage held.

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

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

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

## ARTICLE XVII

### COMPLIANCE

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

**ARTICLE XVIII****DEFINITIONS**

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

**ARTICLE XIX****REMEDIES FOR DEFAULT**

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

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

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

**Section 3. Removal and Abatement.** The violation of any of the provisions of the Condominium Documents shall also give the Administrator, the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Homesite (but not into any dwelling or related garage), 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. Neither the Administrator nor the Association shall have any liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

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

**Section 5. Non-waiver of Right.** The failure of the Administrator, 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 Administrator, the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

**Section 6. Cumulative Rights, Remedies and Privileges.** All rights, remedies and privileges granted to the Administrator, the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of



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

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

## ARTICLE XX

### ASSESSMENT OF FINES

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

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

(a) **Notice.** Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of these Bylaws.

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

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

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

**Section 3. Amounts.** Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Administrator or the Board as recited above, the following fines shall be levied (with each day of a continuing violation to constitute a separate violation, in the discretion of the Administrator or the Board):

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



- (b) **Second Violation of the Same Provision.** One Hundred Dollar (\$100.00) fine.
- (c) **Third Violation of the Same Provision.** One Hundred Fifty Dollar (\$150.00) fine.
- (d) **Fourth Violation and Subsequent Violations of the Same Provision.** Two Hundred Dollar (\$200.00) fine.

This schedule of fines may be changed by the Administrator or by the Board of Directors by a resolution of the Board. Notwithstanding anything stated in these Bylaws to the contrary, a change in this schedule of fines may be made by the Administrator or by Board resolution and will not require that an amendment to these Bylaws be adopted or recorded. Furthermore, should the Administrator or the Board of Directors adopt an appropriate resolution, this schedule of fines may escalate to keep pace with adjustments to the Consumer Price Index as announced by the Bureau of Labor Statistics which Index shall be the Index published to the metropolitan statistical area in which the Project is located.

**Section 4. Collection.** The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the next regular installment of the Condominium assessment. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article II and this Article XX of these Bylaws.

## ARTICLE XXI

### RIGHTS RESERVED TO DEVELOPER

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



**ARTICLE XXII**

**SEVERABILITY**

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



**MONROE COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 620**

**EXHIBIT 'B' TO  
THE MASTER DEED OF**

**ARBOR CHASE**

**A SITE CONDOMINIUM IN THE VILLAGE OF DUNDEE,  
MONROE COUNTY, MICHIGAN**

**Developer:**

**BRYN DUNDEE, L.L.C.**  
d/b/a Berger Realty Group  
2717 W. Nine Mile Road, Suite 1100  
Southfield, MI 48075

**Engineer/Surveyor:**

**Atwell-Hicks**  
500 Ave Drive, Suite 100  
Ann Arbor, MI 48108

**LEGAL DESCRIPTION**

Commencing at the Southeast corner of Section 12, T8S, R6E, Dundee Township, Monroe County, Michigan; thence South along the South line of said Section 12 for a distance of 158.23 feet to the corner of Section 12; thence S01°4'30"E 208.71 feet, along said South line of Section 12, thence S01°4'30"E 208.71 feet; thence S89°38'19"E 208.71 feet; thence S01°4'30"E 157.35 feet along the centerline of Dundee-Ann Road (68 feet wide); thence N76°58'19"W 138.314 feet to the corner of Section 12; thence N77°00'02"E 172.22 feet, along the right-of-way thence S00°05'30"W 67.72 feet, along the Railroad right-of-way; thence N00°08'30"E 158.23 feet; thence 22.79 feet along the arc of a 18.00 foot radius circular curve to the left, with a central angle of 58°15'53", having a chord which bears N12°34'31"E 41.28 feet; thence S00°05'30"W 67.72 feet, along the right-of-way thence S00°05'30"W 67.72 feet; thence N2°33'06"E 250.00 foot radius circular curve to the left, with a central angle of 34°31'01", having a chord which bears N58°27'38"W 148.34 feet; thence N44°37'16"E 66.24 feet; thence N271°30'7"E 130.75 feet; thence N23°30'06"E 70.87 feet; thence N02°48'00"E 277.22 feet; thence N02°29'45"E 83.33 feet; thence N01°55'58"E 24.80 feet; thence N05°27'02"E 43.23 feet; thence N18°54'49"W 24.62 feet; thence N27°27'15"E 117.07 feet; thence S80°21'22"E 71.30 feet; thence S88°31'42"E 68.15 feet; thence N72°48'28"E 119.88 feet; thence N60°38'21"E 51.50 feet; thence S72°12'33"E 108.04 feet; thence N24°57'11"E 156.08 feet; thence N57°18'47"E 19.42 feet; thence N27°36'31"E 28.00 feet; thence S57°55'45"E 23.94 feet; thence S74°58'13"E 131.08 feet; thence S53°59'45"E 108.40 feet; thence S57°45'18"E 189.81 feet; thence N89°09'05"E 103.24 feet; thence S85°09'08"E 20.39 feet; thence N88°25'14"E 28.32 feet; thence S40°17'46"E 28.19 feet; thence S85°04'58"E 129.43 feet; thence N88°51'09"E 43.43 feet; thence N89°09'05"E 103.24 feet; thence S01°22'22"E 334.63 feet along the centerline of said Dundee-Azalea Road to the Place of Beginning, containing 62.57 acres of land and being a part of Sections 12 and 13.

**ATTENTION: COUNTY REGISTER OF DEEDS**  
THE CONDOMINIUM PLAN NUMBER MUST BE ASSIGNED IN SEQUENCE WHEN A CONDOMINIUM UNIT IS ASSIGNED. THE PROJECT MUST BE PROJECT AS SHOWN IN THE TITLE OF THIS SHEET AND IN THE SURVEY'S CERTIFICATE ON SHEET 2.

**Sheet Index:**

SHEET NO.	DESCRIPTION
1	TITLE PAGE
2	SURVEY COMPOSITE PLAN
3	SURVEY PLAN (UNITS 1-6, 36-50, 77, 148-151 & 182-171)
4	SURVEY PLAN (UNITS 7-18, 25-35, 51-60 & 67-76)
5	SURVEY PLAN (UNITS 19-24, 61-66 & 114-119)
6	SURVEY PLAN (UNITS 78-79, 101-103, 133-147 & 182-161)
7	SURVEY PLAN (UNITS 80-89, 92-100, 104-108 & 128-132)
8	SURVEY PLAN (UNITS 90-91, 109-113 & 119-127)
9	EASEMENT PLAN (UNITS 1-6, 36-50, 77, 148-151 & 182-171)
10	EASEMENT PLAN (UNITS 7-18, 25-35, 51-60 & 67-76)
11	EASEMENT PLAN (UNITS 19-24, 61-66 & 114-119)
12	EASEMENT PLAN (UNITS 78-79, 101-103, 133-147 & 182-161)
13	EASEMENT PLAN (UNITS 80-89, 92-100, 104-108 & 128-132)
14	EASEMENT PLAN (UNITS 90-91, 109-113 & 119-127)
15	SITE PLAN (UNITS 1-6, 36-50, 77, 148-151 & 182-171)
16	SITE PLAN (UNITS 7-18, 25-35, 51-60 & 67-76)
17	SITE PLAN (UNITS 19-24, 61-66 & 114-119)
18	SITE PLAN (UNITS 78-79, 101-103, 133-147 & 182-161)
19	SITE PLAN (UNITS 80-89, 92-100, 104-108 & 128-132)
20	SITE PLAN (UNITS 90-91, 109-113 & 119-127)
21	UTILITY PLAN (UNITS 1-6, 36-50, 77, 148-151 & 182-171)
22	UTILITY PLAN (UNITS 7-18, 25-35, 51-60 & 67-76)
23	UTILITY PLAN (UNITS 19-24, 61-66 & 114-119)
24	UTILITY PLAN (UNITS 78-79, 101-103, 133-147 & 182-161)
25	UTILITY PLAN (UNITS 80-89, 92-100, 104-108 & 128-132)
26	UTILITY PLAN (UNITS 90-91, 109-113 & 119-127)
27	OFFSITE UTILITY PLAN
28	CURVE AND COORDINATE TABLES

**ATWELL-HICKS**  
Engineering • Surveying • Planning • Environmental • Water/Wastewater

525 S. ZEEB RD.  
ANN ARBOR, MI 48106  
www.atwell-hicks.com  
MICHIGAN ILLINOIS OHIO

SECTION 12

TOWN 6 SOUTH, RANGE 6 EAST
VILLAGE OF DUNDEE
MONROE COUNTY, MICHIGAN

BRG DUNDEE, L.L.C.
ARBOR CHASE
EXHIBIT B
TITLE PAGE

PROPOSED DATE: FEBRUARY 7, 2005

**JEFFREY P. EVANS**  
LICENSED PROFESSIONAL SURVEYOR NO. 47937

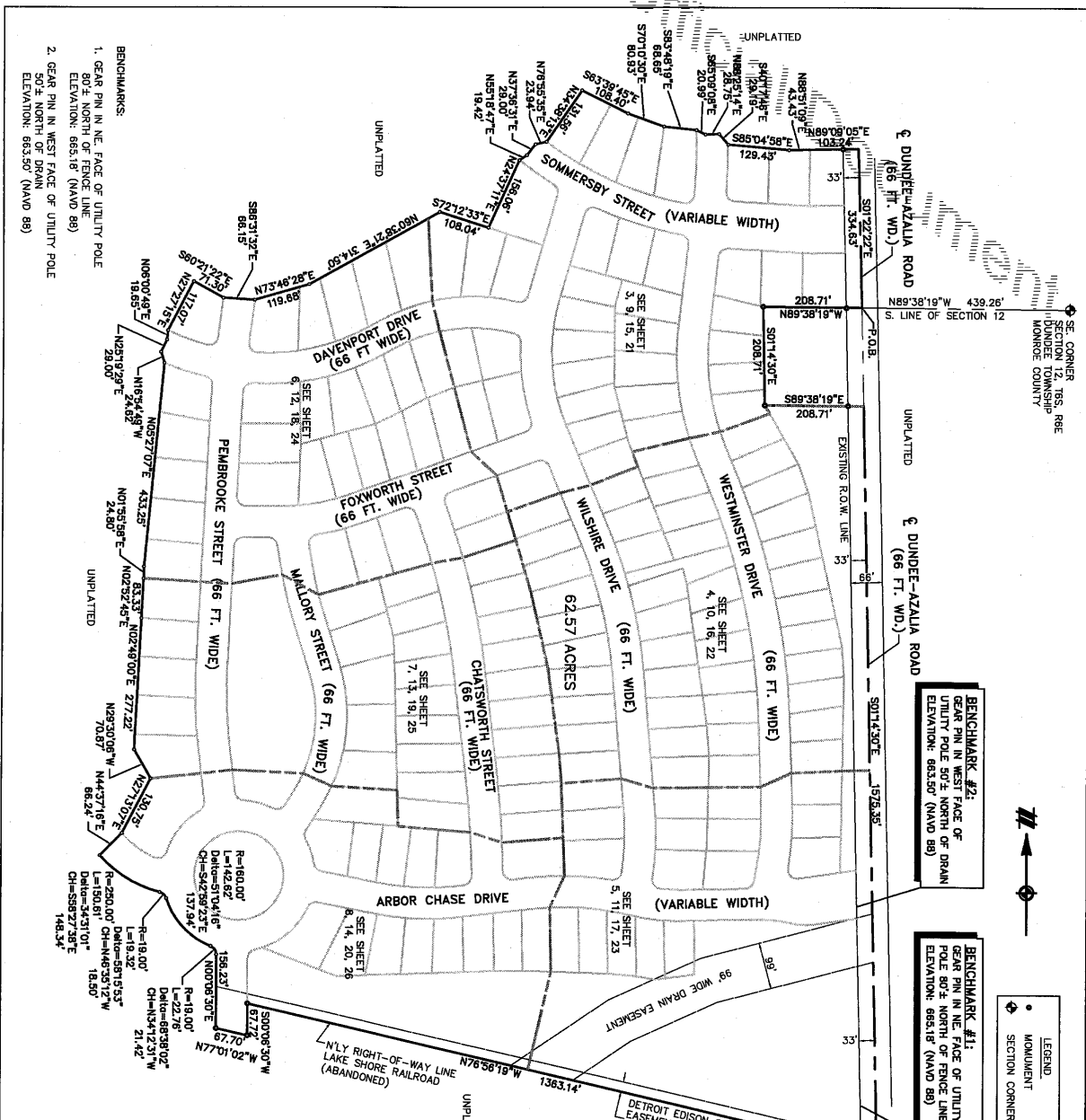
ATWELL-HICKS  
500 AVENUE DRIVE, SUITE 100  
ANN ARBOR, MICHIGAN 48108  
(734) 934-4000

**TITLE PAGE**  
**ARBOR CHASE**

DATE: JAN. 18, 2005

DATE	SCALE	BY	CHK'D
		M. F. POORE	J.P.
		CORRECTED	
		DATE	BY

1



BENCHMARKS:  
 1. GEAR PIN IN NE FACE OF UTILITY POLE  
 ELEVATION: 663.50' (NAVD 88)  
 2. GEAR PIN IN WEST FACE OF UTILITY POLE  
 ELEVATION: 663.50' (NAVD 88)

**SURVEY COMPOSITE PLAN**  
**ARBOR CHASE**

DATE	10/20/2020
TIME	10:45 AM
BY	ATWELL-HICKS
SCALE	AS SHOWN
PROJECT	ARBOR CHASE
CLIENT	BRG DUNDEE, L.L.C.

FEBRUARY 7, 2005  
 PROPOSED DATE:  
 JEFFREY S. EVANS  
 LICENSED PROFESSIONAL SURVEYOR NO. 47937  
 500 AYS DRIVE, SUITE 100  
 ANN ARBOR, MICHIGAN 48108  
 (734) 994-4000

NOTE:  
 1. BEARINGS ARE BASED ON MDOT HIGHWAY RIGHT-OF-WAY MAP 56-R-1 ROUTE US-23 SHEET NO. 80.  
 2. THIS SITE DOES NOT LIE WITHIN A FEDERALLY ESTABLISHED FLOOD PLAIN HAZARD AREA.  
 3. DRAIN LOCATION AND WIDTH BASED UPON MONROE COUNTY DRAIN COMMISSION AND ADJOURNING PROPERTY OWNERS' RECORDS AS RECORDED IN LIBER 2174, PAGE 459 MONROE COUNTY RECORDS.

**SURVEYOR'S CERTIFICATE:**  
 I, JEFFREY S. EVANS, A LICENSED PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:  
 THAT THE SUBDIVISION PLAN KNOWN AS MONROE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 60, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THE LINE AND EXISTING ENCROACHMENTS UPON THE SAME AND ROBERTLY HEREIN DESCRIBED, EXCEPT AS SHOWN,  
 THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE LOCATED IN THE GROUND WITHIN 1 YEAR FOLLOWING THE RECORDATION OF THIS PLAN, AS REQUIRED BY THE RULES OF PRACTICE AND UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.  
 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.  
 THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

DETROIT EDISON COMPANY  
 EASEMENT  
 LIBER 516, PAGE 139  
 MONROE COUNTY RECORDS

**VICINITY MAP**  
 NOT TO SCALE  
 US-23  
 ANN ARBOR RD.  
 DUNDEE- AZALIA RD.  
 SITE  
 LIBER RD.  
 HAZARD RD.

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 555 500 4200  
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CLIENT	BRG DUNDEE, L.L.C.
SECTION	12
TOWN	TOWN 6 SOUTH, RANGE 6 EAST
VILLAGE	VILLAGE OF DUNDEE
COUNTY	MONROE COUNTY, MICHIGAN





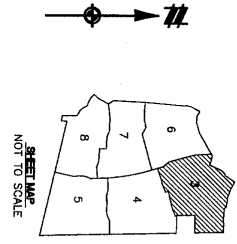
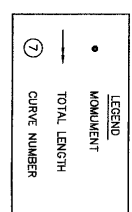
**SURVEY PLAN**  
 (UNITS 1-6, 36-50, 77,  
 148-151 & 162-171)  
 ARBOR CHASE



PROPOSED DATE: FEBRUARY 7, 2005

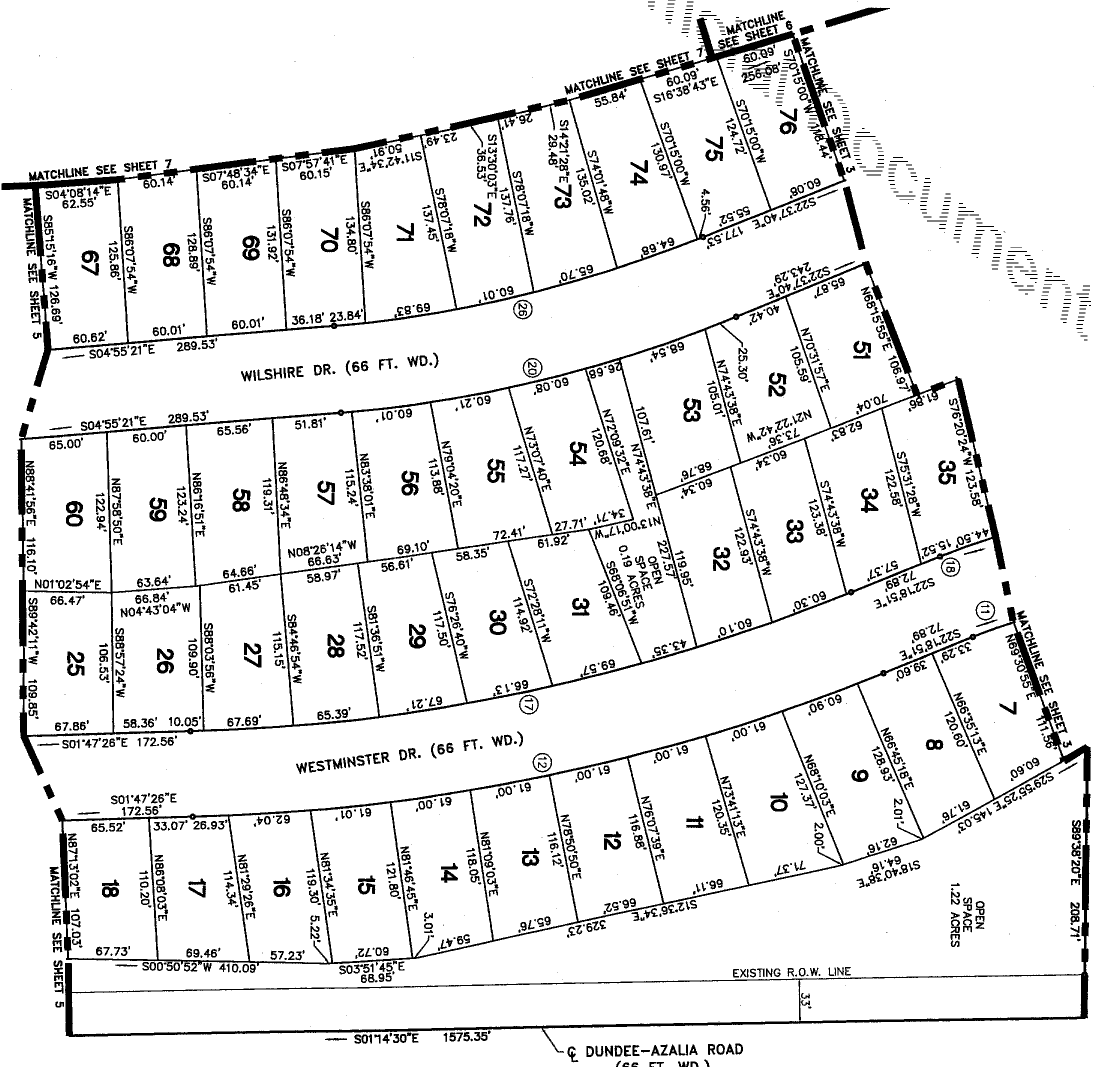
ATWELL-HICKS  
 LICENSED PROFESSIONAL SURVEYOR NO. 47373  
 500 AVIS DRIVE, SUITE 100  
 (734) 584-4930  
 MICHIGAN 48108

- NOTES:
1. CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
  2. AN 3/4" X 1/8" IRON PIPE IS PLACED AT EACH UNMARKED POINT CORNER, POSSESSOR PUBLIC.
  3. ALL SURVEY DATA IS BASED ON THE 1983 ADJUSTED DATUM.
  4. SEE SHEET 28 FOR CURVE TABLE.



3

	<b>ATWELL-HICKS</b> Engineering • Surveying • Planning • Environmental • Water/Wastewater 888 880 4200 www.atwell-hicks.com MICHIGAN ILLINOIS OHIO
	CLIENT: BRG DUNDEE, L.L.C. ARBOR CHASE EXHIBIT B SURVEY PLAN (UNITS 1-6, 36-50, 77, 148-151 & 162-171)
SECTION 12 TOWN 6 SOUTH, RANGE 6 EAST VILLAGE OF DUNDEE MONROE COUNTY, MICHIGAN	DATE: JAN 18, 2005 DRAWN BY: J.M. MASCO CHECKED BY: J.M. MASCO SCALE: AS SHOWN SHEET NO. 3 OF 3



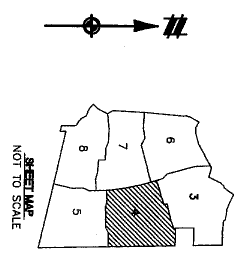
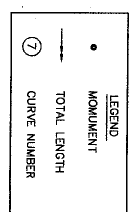
**SURVEY PLAN**  
 (UNITS 7-18, 25-35,  
 51-60 & 67-76)  
 ARBOR CHASE



PROPOSED DATE: FEBRUARY 7, 2005

JEFFREY S. EVANS  
 LICENSED PROFESSIONAL SURVEYOR NO. 47837  
 ATWELL-HICKS  
 500 AHS DRIVE, SUITE 100  
 ANN ARBOR, MICHIGAN 48108  
 (734) 984-4000

- NOTES:
1. CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
  2. MONUMENTS ARE PLACED AT EACH UNMOUNTED UNIT CORNER.
  3. ALL INTERIOR ROADS ARE "PROPOSED PUBLIC".
  4. SEE SHEET 28 FOR CURVE TABLE.



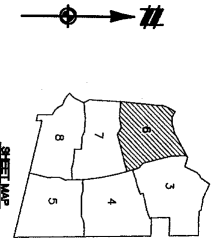
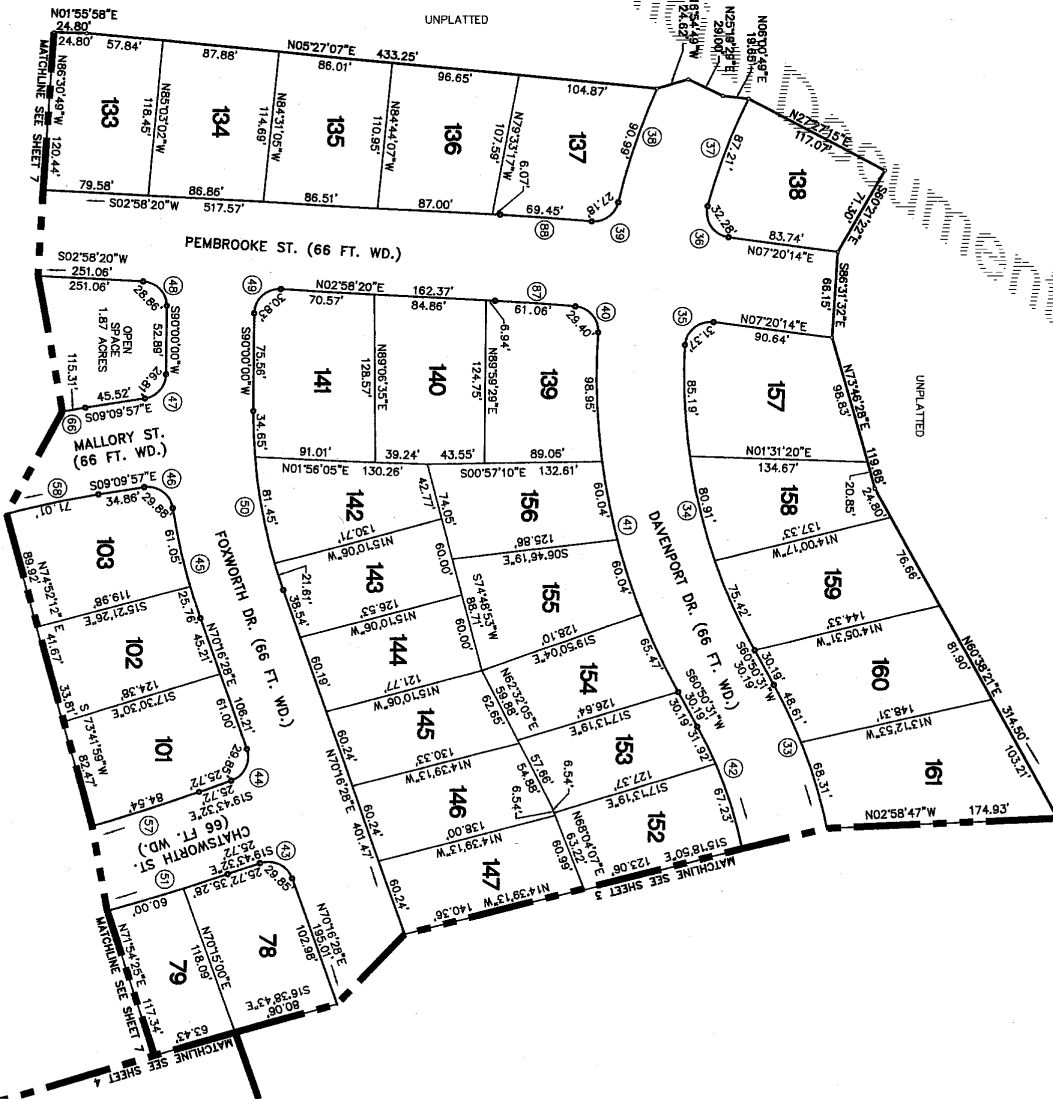
4

SCALE	1" = 40 FEET
DATE	FEB 18, 2005
PROJECT	ARBOR CHASE
FILE NO.	10002733
DATE	10002733
SCALE	1" = 40 FEET
DATE	FEB 18, 2005
PROJECT	ARBOR CHASE
FILE NO.	10002733
DATE	10002733

CLIENT	BRG DUNDEE, L.L.C. ARBOR CHASE EXHIBIT B
SECTION 12	TOWN 6 SOUTH, RANGE 8 EAST VILLAGE OF DUNDEE MONROE COUNTY, MICHIGAN
SURVEY PLAN (UNITS 7-18, 25-35, 51-60 & 67-76)	

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LEGEND

- MONUMENT
- TOTAL LENGTH
- (7) CURVE NUMBER

- NOTES
1. CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
  2. AN 3/4" IRON PIPE IS PLACED AT EACH UNMONUMENTED UNIT CORNER.
  3. ALL INTERIOR ROADS ARE "PROPOSED PUBLIC".
  4. SEE SHEET 28 FOR CURVE TABLE.

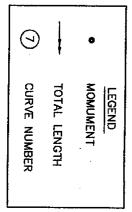
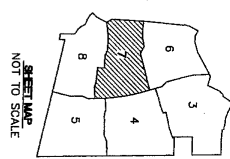
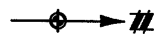
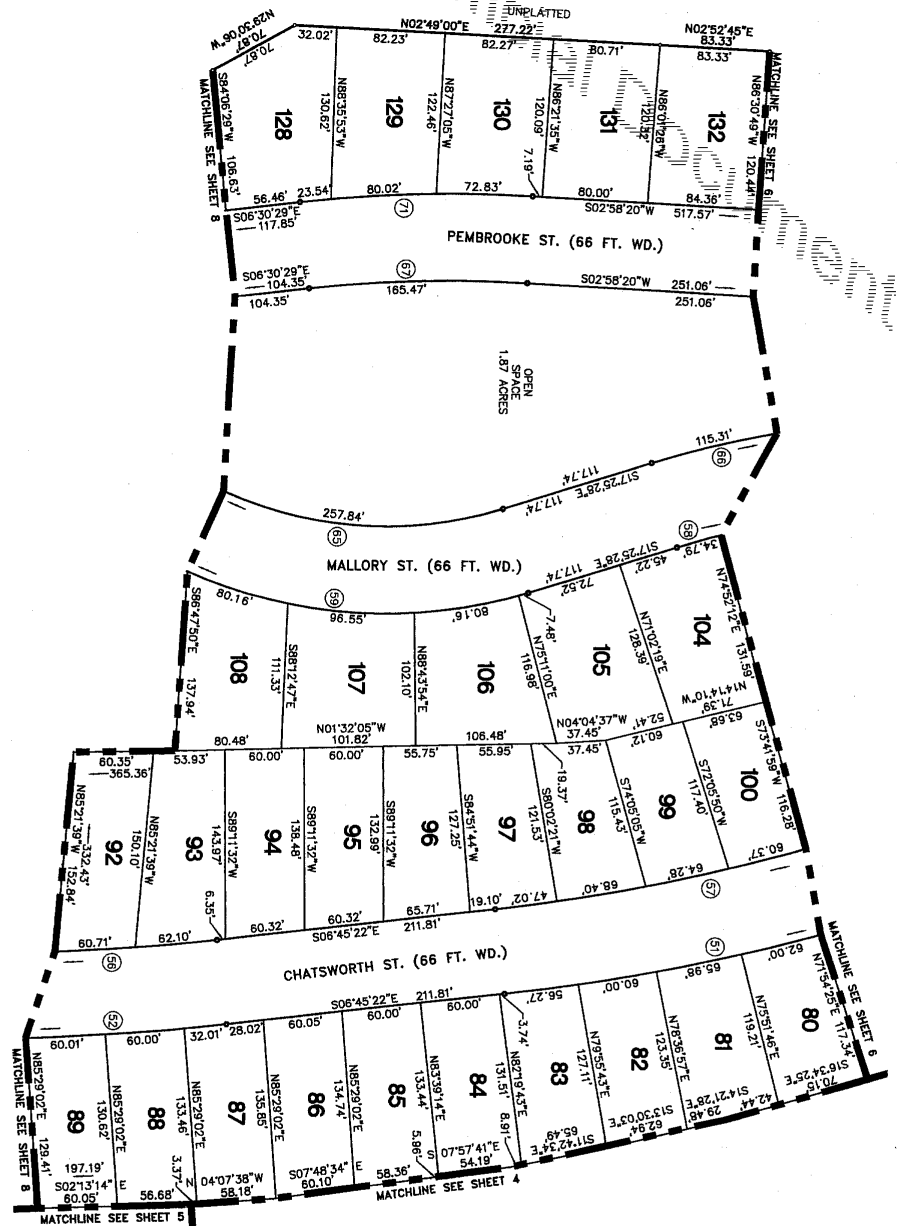


PROPOSED DATE: FEBRUARY 7, 2006

JEFFREY EVANS  
 LICENSED PROFESSIONAL SURVEYOR NO. 47837  
 500 AVS DRIVE, SUITE 100  
 ANN ARBOR, MICHIGAN 48108  
 (734) 984-4000

**SURVEY PLAN**  
 (UNITS 78-79, 101-103,  
 133-147 & 152-161)  
 ARBOR CHASE

 ATWELL-HICKS Engineering • Surveying • Planning • Environmental • Water/Wastewater 888 880 4200 www.atwell-hicks.com MICHIGAN ILLINOIS OHIO	CLIENT <b>BRG DUNDEE, L.L.C.</b> <b>ARBOR CHASE</b> <b>EXHIBIT B</b> SURVEY PLAN (UNITS 78-79, 101-103 133-147 & 152-161)	SECTION 12 TOWN & SOUTH, RANGE 6 EAST VILLAGE OF DUNDEE MONROE COUNTY, MICHIGAN	SHEET NO. 6 OF 6
	DATE MAY 18, 2006	DRAWN BY J.E.	CHECKED BY J.E.



- NOTES:
1. CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
  2. ALL 3/4"x1/8" IRON PIPE IS PLACED AT EACH UNNUMBERED UNIT CORNER.
  3. ALL INTERIOR ROADS ARE "PROPOSED PUBLIC".
  4. SEE SHEET 28 FOR CURVE TABLE.



PROPOSED DATE: FEBRUARY 7, 2005

JEFFREY A. EVANS  
LICENSED PROFESSIONAL SURVEYOR NO. 47637

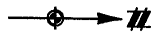
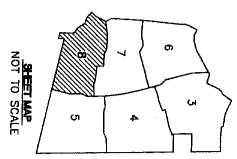
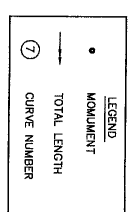
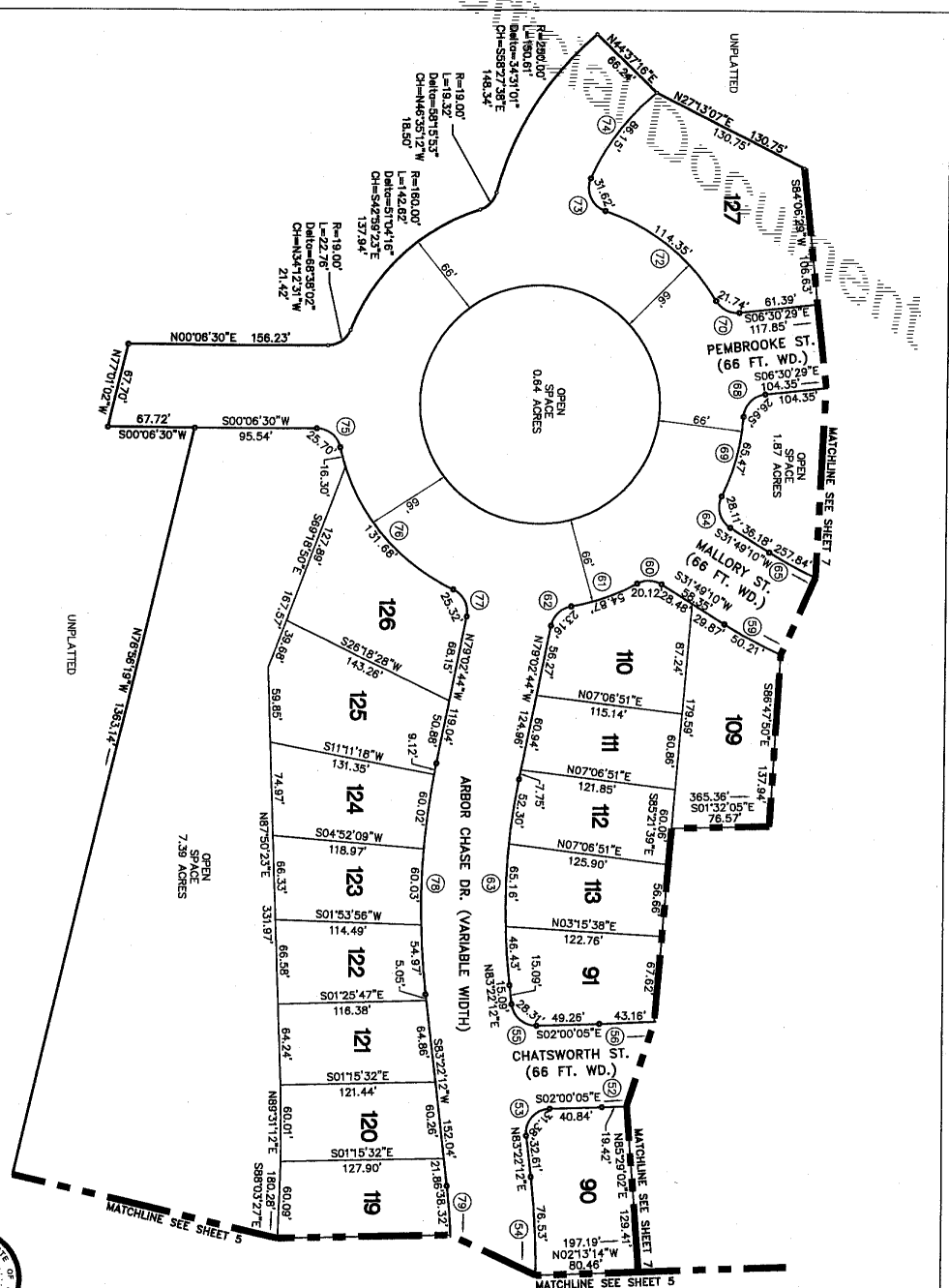
ATWELL-HICKS  
400 VAN DYKE DRIVE, SUITE 100  
TROY, MICHIGAN 48068  
(734) 981-4000

SURVEY PLAN  
(UNITS 80-89, 92-100,  
104-108 & 128-132)  
ARBOR CHASE

CLIENT	BRO DUNDEE, L.L.C. ARBOR CHASE EXHIBIT B
SECTION	SECTION 12 TOWN 6 SOUTH, RANGE 6 EAST VILLAGE OF DUNDEE MONROE COUNTY, MICHIGAN
PROJECT	SURVEY PLAN (UNITS 80-89, 92-100 104-108 & 128-132)

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 MICHIGAN ILLINOIS OHIO

**AH**  
 DATE: 10.20.05  
 DRAWN BY: JAE  
 CHECKED BY: JAE  
 DATE: 11.23.05  
 DATE: 10.20.05  
 DATE: 10.20.05



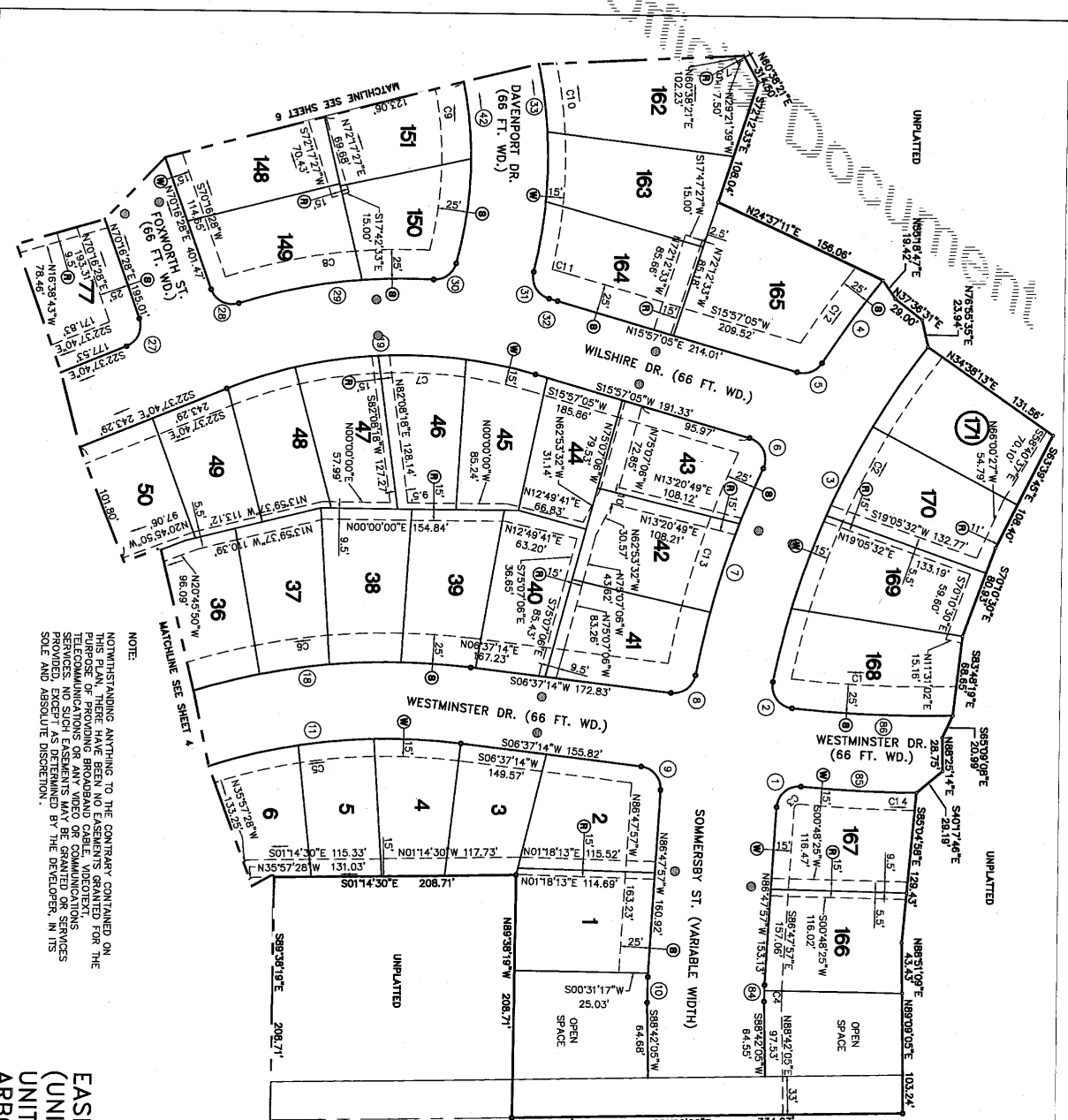
- NOTES:
1. CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
  2. ALL 3/4" x 1/8" IRON PIPES ARE SET AT EACH UNMUNICIPATED UNIT CORNER.
  3. ALL INTERIOR ROADS ARE PROPOSED PUBLIC.
  4. SEE SHEET 28 FOR CURVE TABLE.

**SURVEY PLAN**  
 (UNITS 90-91, 109-113,  
 & 119-127)  
**ARBOR CHASE**



PROPOSED DATE: FEBRUARY 7, 2005  
 JEFFREY S. EVANS  
 LICENSED PROFESSIONAL SURVEYOR NO. 47837  
 500 ANN ARBOR DRIVE, SUITE 100  
 ANN ARBOR, MICHIGAN 48108  
 (734) 984-4000

	CLIENT <b>BRG DUNDEE, L.L.C.</b> ARBOR CHASE EXHIBIT B SURVEY PLAN (UNITS 90-91, 109-113 & 119-127)	SECTION 12 TOWN 6 SOUTH, RANGE 6 EAST VILLAGE OF DUNDEE MONROE COUNTY, MICHIGAN	<b>ATWELL-HICKS</b> Engineering • Surveying • Planning • Environmental • Water/Wastewater 888 880 4200 www.atwell-hicks.com MICHIGAN ILLINOIS OHIO
	DATE: JAN. 18, 2005 SCALE: AS SHOWN SHEET NO. 8 OF 8	PROJECT NO.: 020200-08-S1 DRAWN BY: [Signature] CHECKED BY: [Signature]	TITLE NO.: 44-46-08



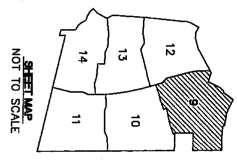
NOTE: NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED ON THIS PLAN, THERE HAVE BEEN NO EASEMENTS GRANTED FOR THE PURPOSE OF PROVIDING BROADBAND CABLE, VIDEO/TEXT SERVICES, OR SUCH SERVICES AS ANTENNA OR COMMUNICATIONS SERVICES, EXCEPT AS DETERMINED BY THE DEVELOPER, IN ITS SOLE AND ABSOLUTE DISCRETION.



PROPOSED DATE: FEBRUARY 7, 2005  
JEFFREY S. EVANS  
REGISTERED PROFESSIONAL SURVEYOR NO. 47637  
500 ANN ARBOR DRIVE, SUITE 100  
ANN ARBOR, MICHIGAN 48106  
(734) 994-4000

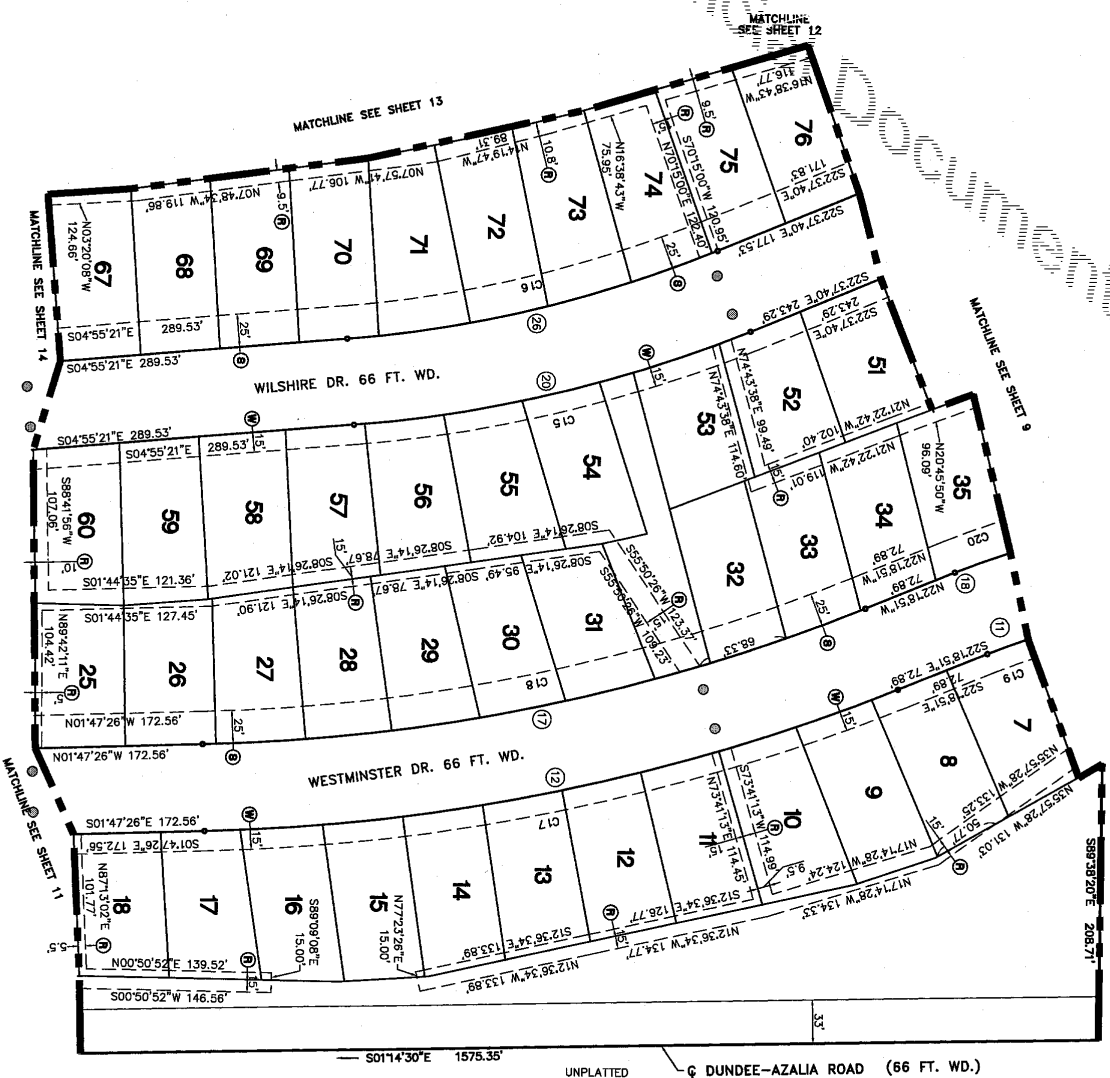
CURVE TABLE with columns: CURVE LENGTH, RADIUS CHD, BEARING CHORD, DELTA

- LEGEND: IRON PIPE, CONCRETE MONUMENT, SECTION CORNER, TOTAL LINE LENGTH, CURVE NUMBER - RADIUS, etc.

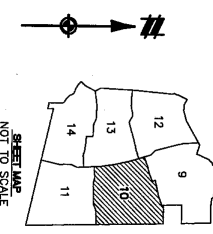


EASEMENT PLAN  
(UNITS 1-6, 36-50, 77  
UNITS 148-151 & 162-171)  
ARBOR CHASE

Project information including BRG DUNDEE, L.L.C., SECTION 12, TOWN 6 SOUTH, RANGE 6 EAST, VILLAGE OF DUNDEE, MONROE COUNTY, MICHIGAN, and ATWELL-HICKS logo and contact info.



UNPLATTED Dundee-Alzalia Road (66 FT. WD.)



- LEGEND**
- CONCRETE MONUMENT
  - ◆ SECTION CORNER
  - TOTAL LINE LENGTH
  - ⑦ CURVE NUMBER - ROADS
  - ③ CURVE NUMBER - EASEMENT
  - ⑩ 15 FT. WIDE EASEMENT FOR STORM SEWER
  - ⑨ 15 FT. WIDE EASEMENT FOR SANITARY AND ELECTRIC
  - ⑫ LIMITS OF OWNERSHIP UNIT NUMBER
  - MATCHLINE

**NOTE:**  
 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED ON THIS PLAN, THE GRANTEE HEREBY AGREES TO GRANT FOR THE PURPOSE OF FUTURE RECORDATION AND FOR THE PURPOSES OF TELECOMMUNICATIONS OR ANY VIDEO OR COMMUNICATIONS SERVICES, NO SUCH EASEMENTS MAY BE GRANTED OR SERVICES PROVIDED, EXCEPT AS DETERMINED BY THE DEVELOPER, IN ITS SOLE AND ABSOLUTE DISCRETION.

**CURVE TABLE**

CURVE	LENGTH	RADIUS	CHORD	BEARING	CHORD	DELTA
C15	313.851	1015.000	N13°46'31"W	312.471	17°42'19"	
C16	280.801	909.000	N13°46'31"W	279.781	17°42'19"	
C17	542.881	1815.000	N12°03'09"W	539.781	20°31'25"	
C18	504.271	1409.000	N12°03'09"W	502.031	20°31'25"	
C19	244.831	489.000	S07°50'49"E	242.331	28°58'05"	
C20	288.261	591.000	S07°50'49"E	285.301	28°58'05"	



PROPOSED DATE: FEBRUARY 7, 2005  
 JAMES S. EVANS  
 JAMES S. EVANS & ASSOCIATES, P.C.  
 500 AHS DRIVE, SUITE 100  
 ANN ARBOR, MICHIGAN 48108  
 (734) 994-4000

**EASEMENT PLAN**  
 (UNITS 7-18, 25-35,  
 51-60 & 67-76)  
 ARBOR CHASE

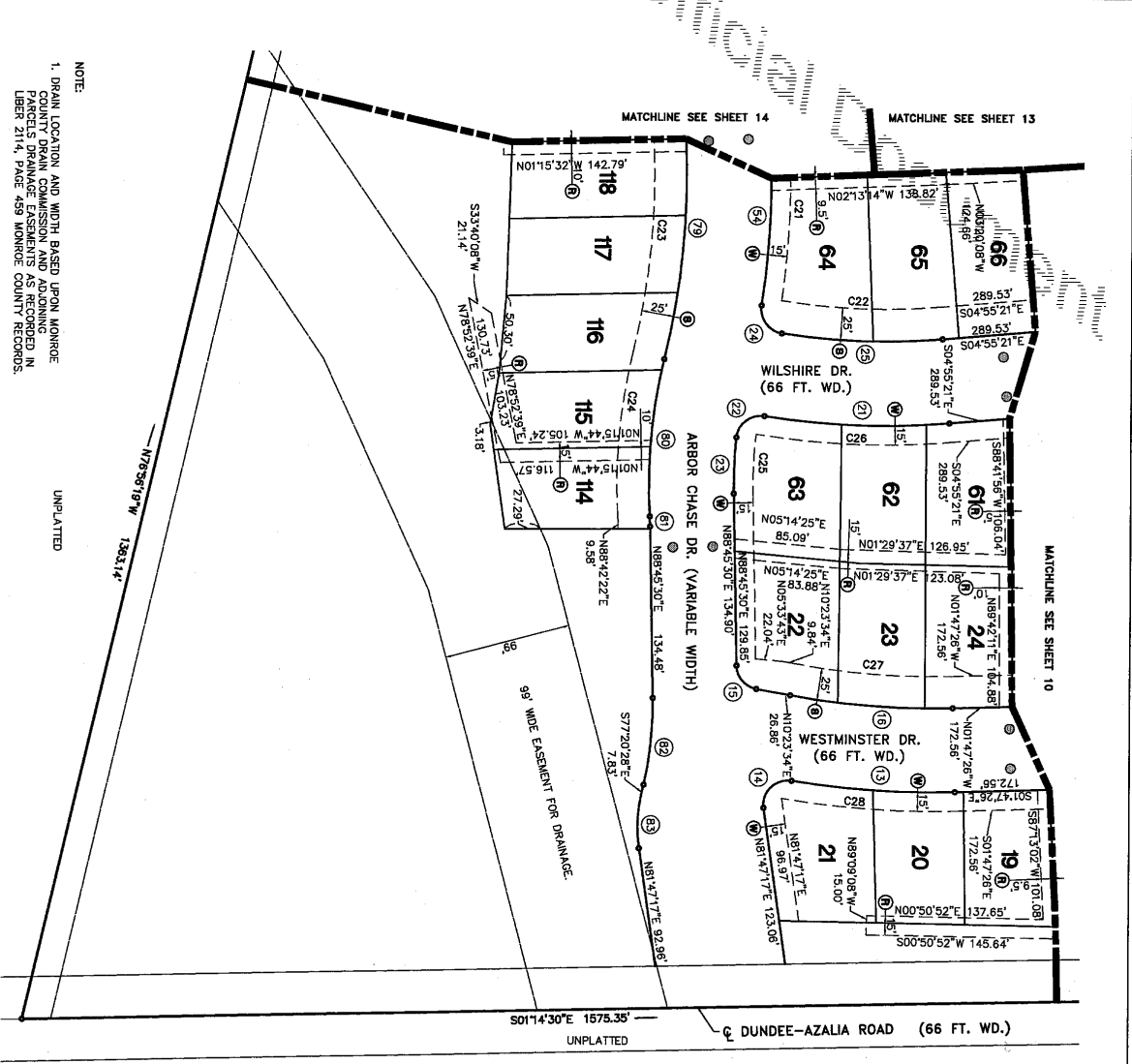
	CLIENT: BRG DUNDEE, L.L.C. ARBOR CHASE EXHIBIT B EASEMENT PLAN (UNITS 7-18, 25-35, 51-60 & 67-76)	SECTION 12 TOWN 6 SOUTH, RANGE 6 EAST VILLAGE OF DUNDEE MONROE COUNTY, MICHIGAN	<b>ATWELL-HICKS</b> Engineering • Surveying • Planning • Environmental • Water/Wastewater 555 550 4200 www.atwell-hicks.com MICHIGAN ILLINOIS OHIO
	DATE: JAN. 18, 2005 SCALE: AS SHOWN SHEET NO. 10 OF 10		





NOTE:  
1. DRAIN LOCATION AND WIDTH BASED UPON MONROE COUNTY DRAIN COMMISSION AND ADJOINING PARCELS DRAINAGE EASEMENTS AND AS RECORDED IN LIBER 2114, PAGE 459 MONROE COUNTY RECORDS.

UNPLATTED



EASEMENT PLAN  
(UNITS 19-24, 61-66,  
& 114-118)  
ARBOR CHASE



PROPOSED DATE: FEBRUARY 7, 2005

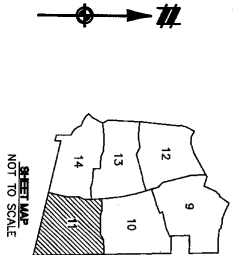
JEFFREY L. EVANS  
SURVEYOR  
500 AYS DRIVE, SUITE 100  
ANN ARBOR, MICHIGAN 48108  
(734) 994-4000

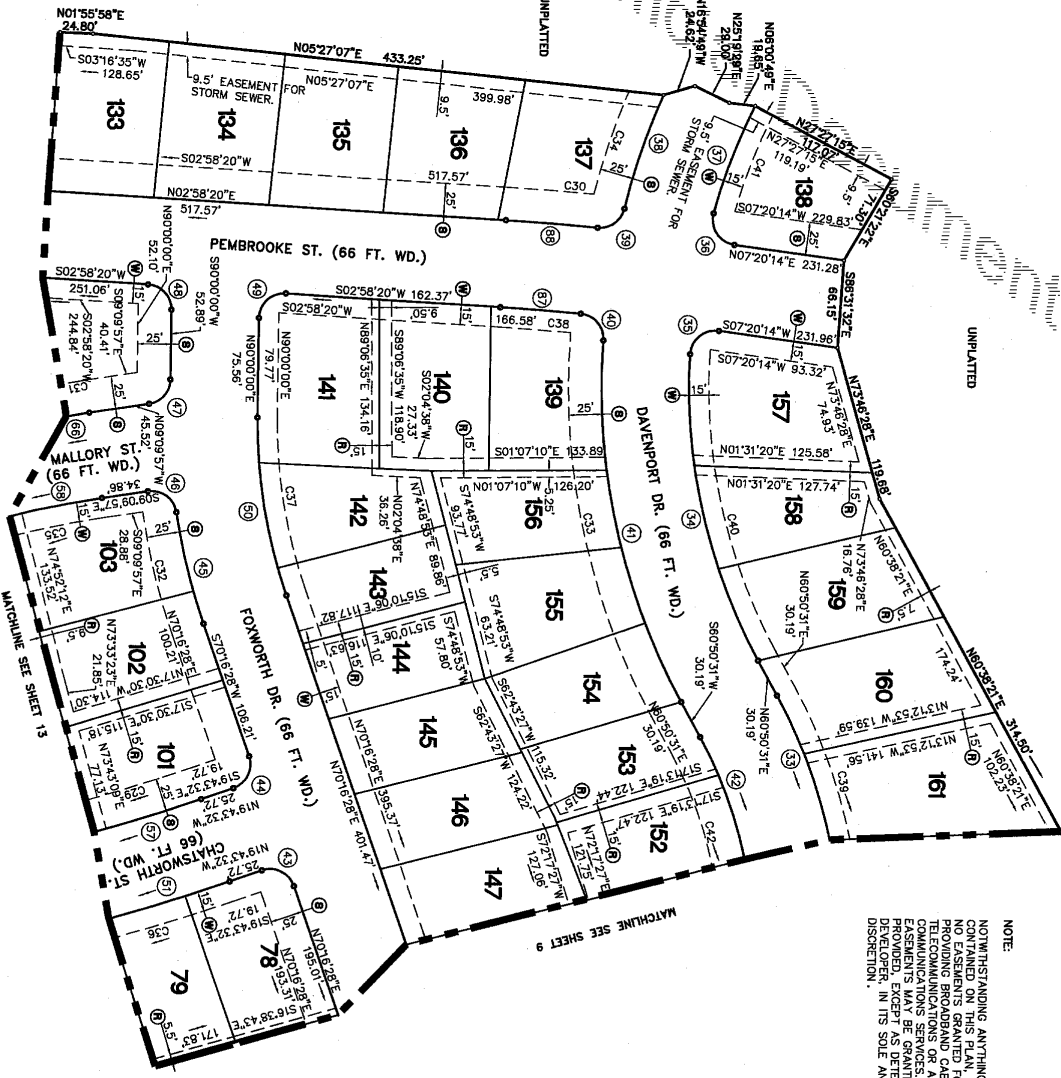
CURVE LENGTH	RADIUS	CHD. BEARING	CHORD	DELTA
C19	173.18	88°10'01" W	173.20	142°59'15"
C20	173.18	88°10'01" W	173.20	142°59'15"
C21	173.18	88°10'01" W	173.20	142°59'15"
C22	173.18	88°10'01" W	173.20	142°59'15"
C23	173.18	88°10'01" W	173.20	142°59'15"
C24	173.18	88°10'01" W	173.20	142°59'15"
C25	173.18	88°10'01" W	173.20	142°59'15"
C26	173.18	88°10'01" W	173.20	142°59'15"
C27	173.18	88°10'01" W	173.20	142°59'15"
C28	173.18	88°10'01" W	173.20	142°59'15"

NOTE:  
NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED ON THIS PLAN, THERE HAVE BEEN NO EASEMENTS GRANTED FOR THE PURPOSE OF PROVIDING BROADBAND CABLE, WIRELESS TELEPHONE, OR OTHER SERVICES BY ANY ENTITY. SUCH SERVICES, IF ANY, ARE PROVIDED EXCEPT AS DETERMINED BY THE DEVELOPER, IN ITS SOLE AND ABSOLUTE DISCRETION.

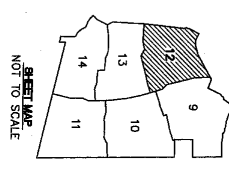
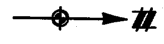
LEGEND

- CONCRETE MONUMENT
- SECTION CORNER
- TOTAL LINE LENGTH
- CURVE NUMBER - ROADS
- CURVE NUMBER - EASEMENT
- 15 FT. WIDE EASEMENT FOR STORM SEWER
- 15 FT. STORM SEWER EASEMENT FOR WATER, GAS, ELECTRIC, SANITARY AND ELECTRIC
- 25 FT. WIDE EASEMENT FOR UNIT NUMBER
- LIMITS OF OWNERSHIP
- MATCHLINE





NOTE: NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED ON THIS PLAN, THERE IS NO WARRANTY OR NO EASEMENTS GRANTED FOR THE PURPOSE OF PROVIDING BROADCASTING CABLE, VIDEO TEXT, OR COMMUNICATIONS SERVICES FOR ANY USES. EASEMENTS MAY BE GRANTED OR SERVICES PROVIDED, EXCEPT AS DETERMINED BY THE DEVELOPER, IN ITS SOLE AND ABSOLUTE DISCRETION.



**LEGEND**

- IRON PIPE
- CONCRETE MONUMENT
- ◆ SECTION CORNER
- TOTAL LINE LENGTH
- ⑦ CURVE NUMBER - ROADS
- ③ CURVE NUMBER - EASEMENT
- ① 15 FT. WIDE EASEMENT FOR STORM SEWER
- ② 15 FT. WIDE EASEMENT FOR 25 FT. WIDE EASEMENT FOR ELECTRIC AND SANITARY
- ⑫ LIMITS OF OWNERSHIP
- - - MATCHLINE

**CURVE TABLE**

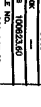
CURVE LENGTH	RADIUS	CHORD BEARING	CHORD	DELTA
C29	318.54	1409.00	318.54	179.99
C30	65.17	12025.00	50.55	175.51
C31	118.91	825.00	51.74	118.81
C32	85.46	491.00	47.56	110.82
C33	302.85	528.00	177.20	129.87
C34	103.24	478.00	51.74	118.81
C35	181.32	478.00	103.24	118.81
C36	103.24	478.00	51.74	118.81
C37	132.51	385.00	82.51	117.32
C38	54.50	1819.00	54.50	179.99
C39	303.35	415.00	177.04	124.35
C40	237.51	415.00	177.04	124.35
C41	78.32	419.00	58.13	128.51
C42	234.06	309.00	128.51	128.51



PROPOSED DATE: FEBRUARY 7, 2005  
JEFFREY S. EVANS  
LICENSED PROFESSIONAL SURVEYOR NO. 47637  
500 AHS DRIVE, SUITE 100  
ANN ARBOR, MICHIGAN 48108  
(734) 984-4000

EASEMENT PLAN  
(UNITS 78-79, 101-103,  
133-147 & 152-161)  
ARBOR CHASE

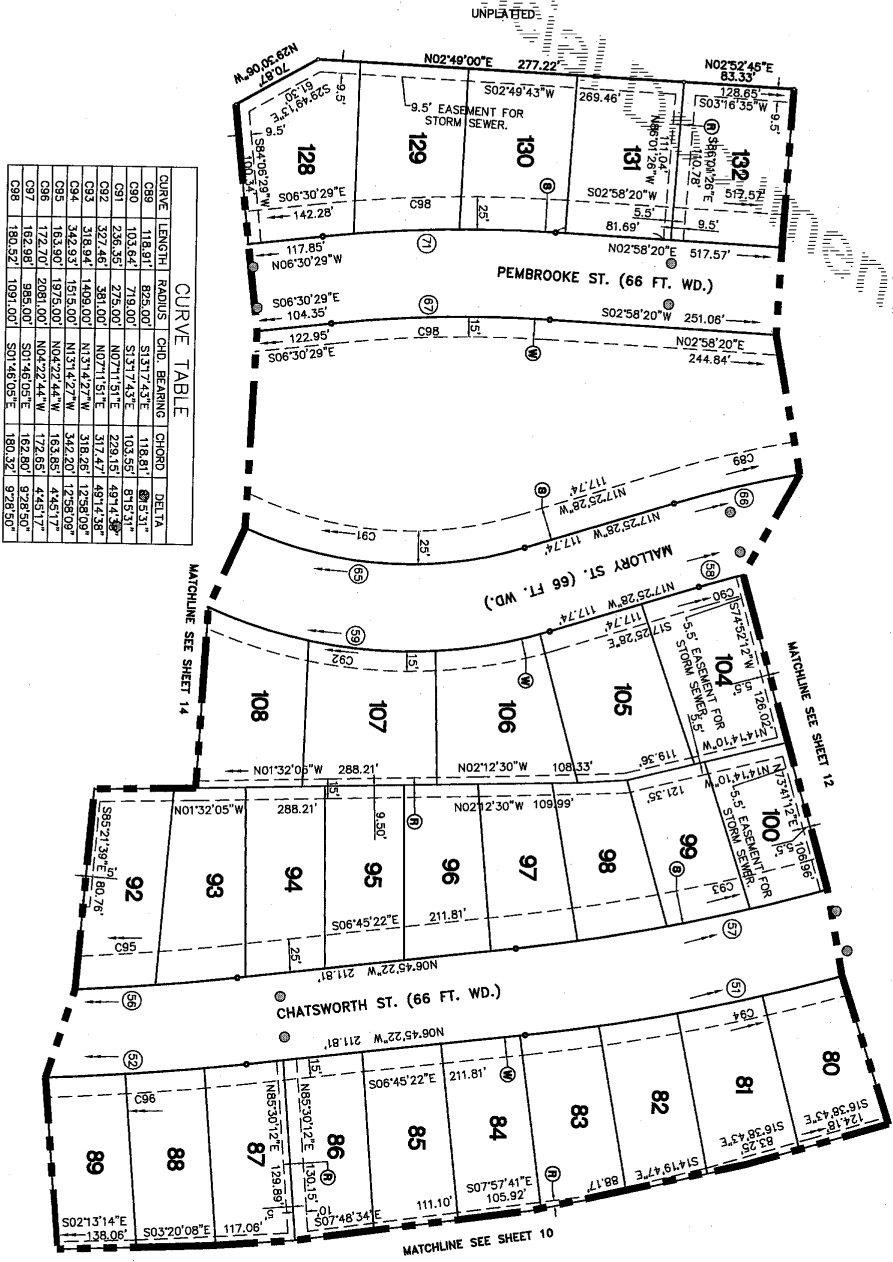
12



BRG DUNDEE, L.L.C.  
ARBOR CHASE EXHIBIT B  
EASEMENT PLAN  
(UNITS 78-79, 101-103,  
133-147 & 152-161)

SECTION 12  
TOWN 6 SOUTH, RANGE 6 EAST  
VILLAGE OF DUNDEE  
MONROE COUNTY, MICHIGAN

**ATWELL-HICKS**  
Engineering • Surveying • Planning • Environmental • Water/Wastewater  
888 880 4200  
www.atwell-hicks.com  
MICHIGAN ILLINOIS OHIO



**CURVE TABLE**

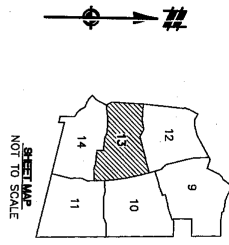
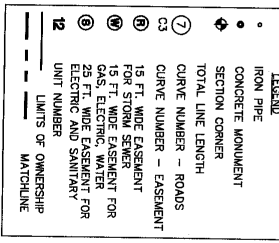
CURVE	LENGTH	RADIUS	CHD. BEARING	CHORD	DELTA
C89	118.81	823.00	S1317.43°E	118.81	8°-53'
C90	103.64	719.00	S1317.43°E	103.64	8°-53'
C91	236.35	275.00	N0711.51°E	229.51	48°14.38"
C92	327.46	381.00	N0711.51°E	317.47	48°14.38"
C93	318.94	1409.00	N1314.27°W	318.26	12°-58.09"
C94	342.93	1515.00	N1314.27°W	342.20	12°-58.09"
C95	183.90	1975.00	N04222.44°W	183.85	4°-45.17"
C96	172.70	2081.00	N04222.44°W	172.85	4°-45.17"
C97	182.95	898.00	S0146.05°E	182.80	9°-28.50"
C98	180.32	1091.00	S0146.05°E	180.32	9°-28.50"

NOTE:  
 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED ON THIS PLAN, THERE HAVE BEEN NO ASSESSMENTS MADE FOR THE PURPOSE OF PROVIDING BROADBAND CABLE, VIDEOCAST, TELECOMMUNICATIONS OR ANY VIDEO OR COMMUNICATIONS SERVICES. NO SUCH ASSESSMENTS MAY BE GRANTED OR SERVICES PROVIDED UNLESS SUCH ASSESSMENTS ARE APPROVED BY THE DEVELOPER, IN HIS SOLE AND ABSOLUTE DISCRETION.

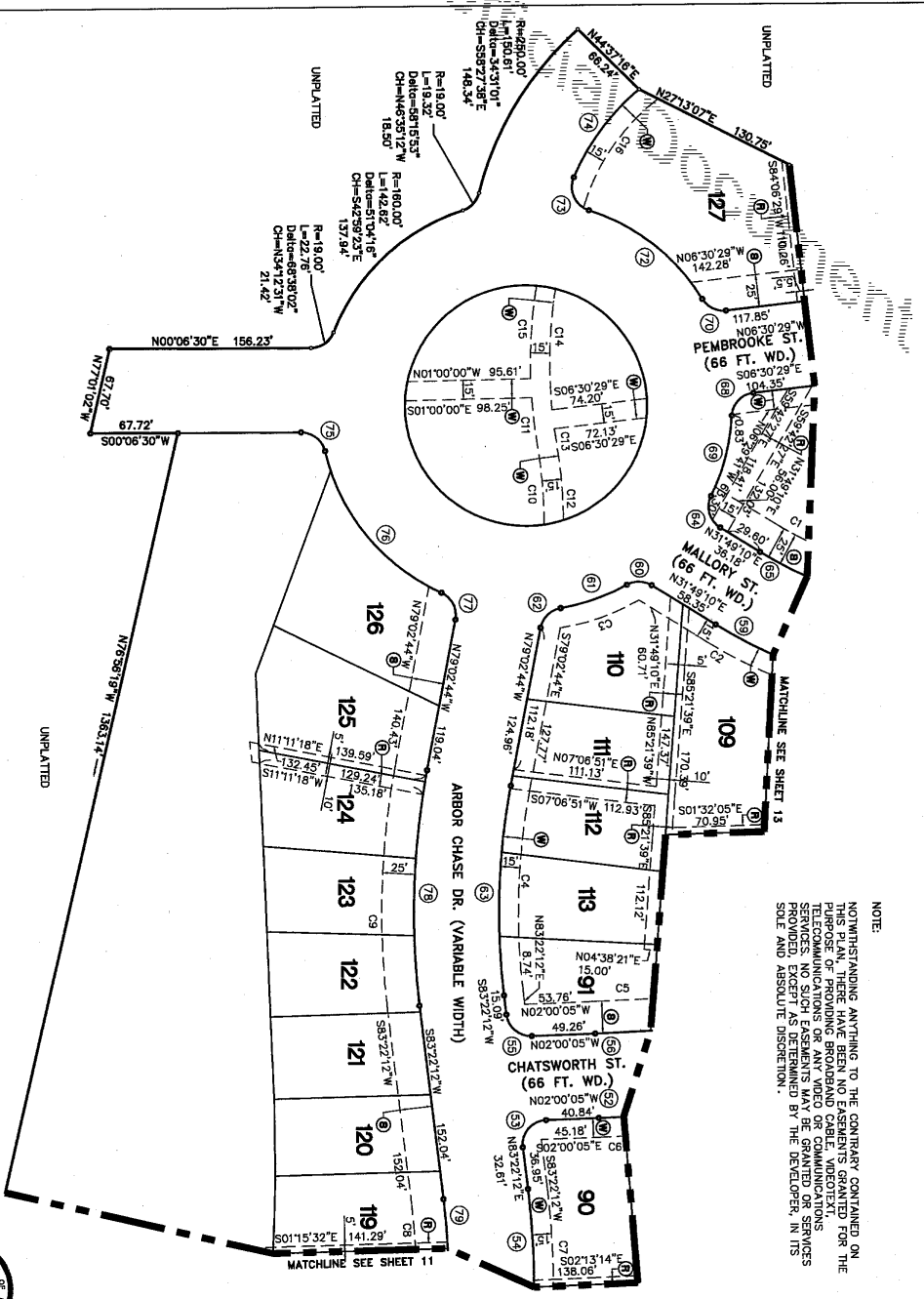
PROPOSED DATE: FEBRUARY 7, 2005

LETTER: EVANS  
 ADDRESS: ARBOR CHASE EXHIBIT B  
 500 AVS DRIVE, SUITE 100  
 ANN ARBOR, MICHIGAN 48108  
 (734) 984-4000

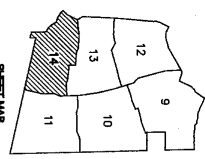
EASEMENT PLAN (UNITS 80-89,  
 92-100, 104-108 & 128-132)  
 ARBOR CHASE



CLIENT <b>BRG DUNDEE, L.L.C.</b> ARBOR CHASE EXHIBIT B EASEMENT PLAN (UNITS 80-89, 92-100, 104-108 & 128-132)	SECTION 12 TOWN 6 SOUTH, RANGE 6 EAST VILLAGE OF DUNDEE MONROE COUNTY, MICHIGAN	<b>ATWELL-HICKS</b> Engineering • Surveying • Planning • Environmental • Water/Wastewater 888 800 4200 www.atwell-hicks.com MICHIGAN LICENSE NO. 44
	DATE: 02-07-05 DRAWN BY: J. EVANS CHECKED BY: J. EVANS SCALE: AS SHOWN SHEET NO. 13 OF 13	



NOTE:  
 NOTwithstanding anything to the contrary contained on these plans there have been no easements granted for the purpose of providing broadband cable, video text, telecommunications or any video or communications services. NO SUCH EASEMENTS MAY BE GRANTED OR IN ITS SOLE AND ABSOLUTE DISCRETION.



**CURVE TABLE**

CURVE	LENGTH	RADIUS	CHD. BEARING	CHORD	DELTA
C1	236.35'	275.00'	N07°11'51"E	229.15'	491.438'
C2	327.46'	391.00'	N07°11'51"E	317.47'	491.438'
C3	65.13'	175.00'	N18°58'10"W	64.75'	2119.23'
C4	159.28'	519.00'	S87°50'16"E	158.66'	1735.03'
C5	165.90'	1973.00'	N04°22'44"W	163.85'	4451.17'
C6	172.70'	2081.00'	N04°22'44"W	172.63'	4451.17'
C7	174.18'	691.00'	N89°18'10"W	173.70'	1438.15'
C8	202.70'	575.00'	N85°31'51"W	201.65'	2071.54'

**CURVE TABLE**

CURVE	LENGTH	RADIUS	CHD. BEARING	CHORD	DELTA
C9	191.81'	625.00'	S87°50'16"E	191.06'	1735.03'
C10	62.17'	374.50'	S85°33'59"W	62.09'	9730.39'
C11	37.76'	389.50'	N83°35'19"E	37.75'	5333.19'
C12	61.14'	389.50'	S85°18'30"W	61.08'	8359.39'
C13	10.24'	374.50'	N81°37'58"E	10.24'	1381.36'
C14	94.56'	374.50'	S89°01'02"E	94.53'	1429.00'
C15	72.91'	389.50'	S89°05'55"E	72.41'	1039.59'
C16	104.35'	189.00'	S85°12'28"E	102.73'	3523.15'

**LEGEND**

- IRON PIPE
- CONCRETE MONUMENT
- ◊ SECTION CORNER
- TOTAL LINE LENGTH
- CURVE NUMBER - ROADS
- CURVE NUMBER - EASEMENT
- 15 FT. WIDE EASEMENT FOR STORM SEWER
- 15 FT. WIDE EASEMENT FOR GAS, ELECTRIC, WATER
- 25 FT. WIDE EASEMENT FOR ELECTRIC AND SANITARY
- UNIT NUMBER
- LIMITS OF OWNERSHIP
- MATCHLINE



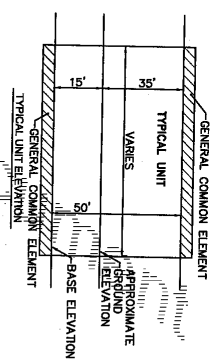
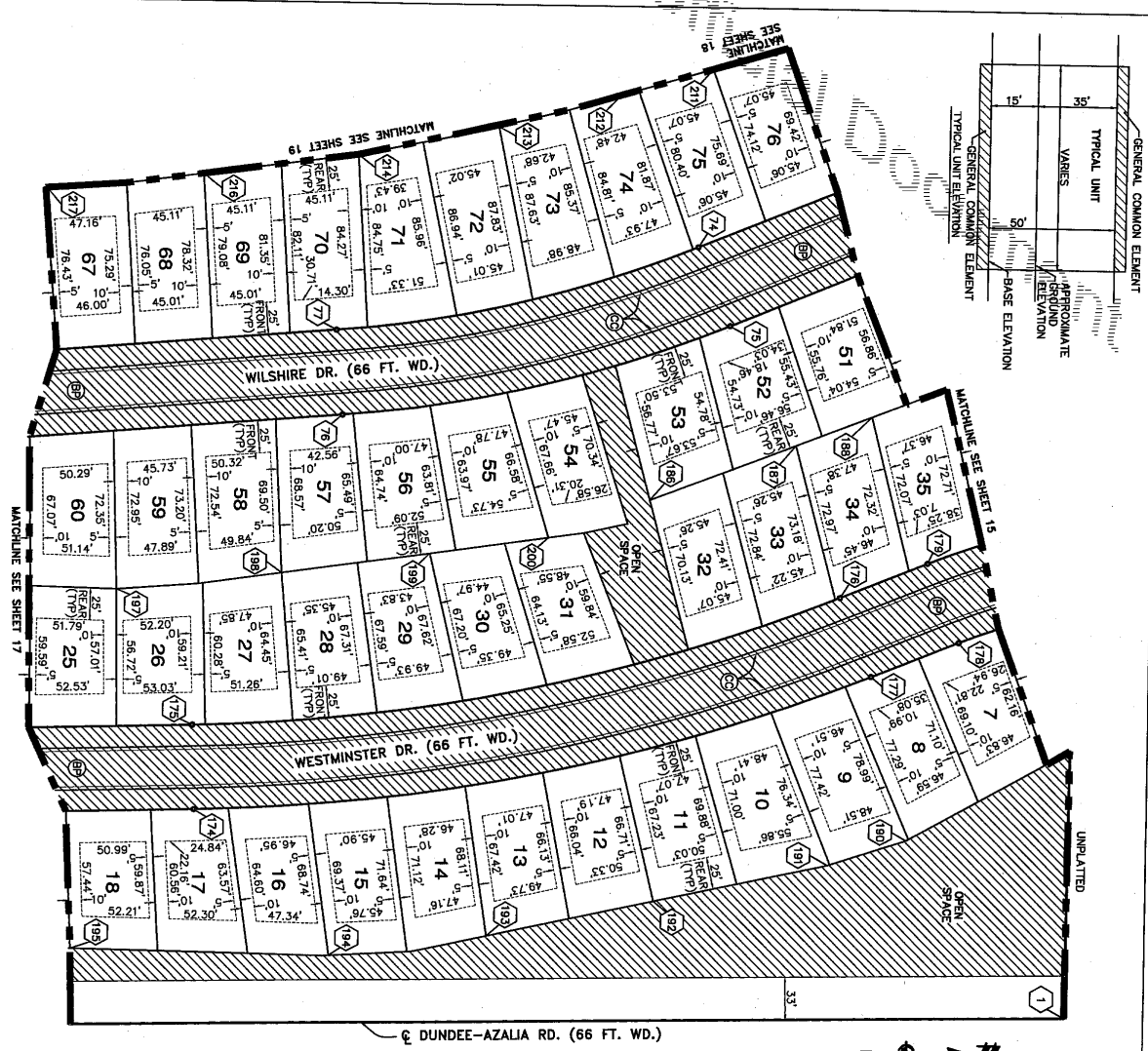
PROPOSED DATE: FEBRUARY 7, 2005  
 JEFFREY EVANS  
 LICENSED PROFESSIONAL SURVEYOR NO. 47637  
 5000 W. 10TH AVE., SUITE 100  
 ANN ARBOR, MICHIGAN 48106  
 (734) 994-4000

**EASEMENT PLAN**  
 (UNITS 90-91, 109-113,  
 & 119-127)  
 ARBOR CHASE

14

<p><b>ATWELL-HICKS</b>                  Engineering • Surveying • Planning • Environmental • Water/Wastewater                  666 600 4200                  www.atwell-hicks.com                  MICHIGAN ILLINOIS OHIO</p>	CLIENT: BRG DUNDEE, L.L.C. ARBOR CHASE EXHIBIT B EASEMENT PLAN (UNITS 90-91, 109-113 & 119-127)	SECTION 12 TOWN 6 SOUTH, RANGE 6 EAST VILLAGE OF DUNDEE MONROE COUNTY, MICHIGAN	DATE: JAN. 18, 2005 DRAWN BY: [Name] CHECKED BY: [Name]
	SCALE: 1" = 40 FEET DATE: 1/18/05 FILE NO: 1000232.00 SHEET NO: 14 OF 14	44	





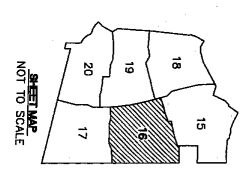
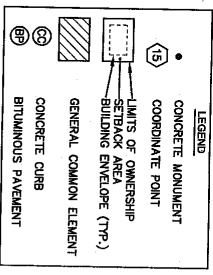
**SITE PLAN (UNITS 7-18, 25-35, 51-60 & 67-76) ARBOR CHASE**

PROPOSED ON FEBRUARY 7, 2005

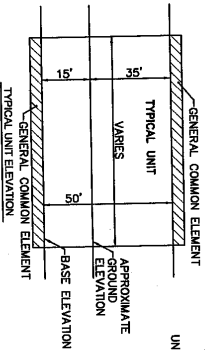
TODD R. PASCOE  
 LICENSED PROFESSIONAL ENGINEER NO. 36125  
 5201 W. HAWKINS SUITE 100  
 ANN ARBOR, MICHIGAN 48106  
 (734) 994-4000

LOT	SQ. FT.	LOT	BASE ELEV.
7	7,330	7	652
8	7,633	8	652
9	7,935	9	651
10	8,275	10	651
11	7,521	11	651
12	7,412	12	651
13	7,401	13	651
14	7,389	14	651
15	7,389	15	651
16	7,212	16	651
17	7,225	17	651
18	7,225	18	651
25	7,284	25	650
26	7,312	26	651
27	7,268	27	651
28	7,245	28	651
29	7,278	29	651
30	7,210	30	651
31	7,306	31	651
32	7,299	32	651
33	7,402	33	651
34	7,512	34	652
35	7,417	35	652
51	7,789	51	650
52	7,721	52	651
53	7,275	53	651
54	7,275	54	651
55	7,609	55	651
56	7,389	56	651
57	7,413	57	651
58	7,880	58	651
59	7,605	59	651
60	7,846	60	650
67	7,776	67	650
68	7,842	68	651
69	7,726	69	652
70	5,139	70	652
71	5,139	71	651
72	5,139	72	651
73	8,285	73	651
74	8,027	74	651
75	7,971	75	651
76	7,295	76	651

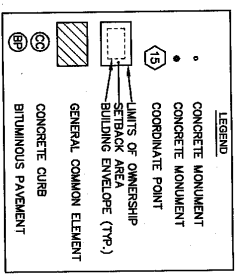
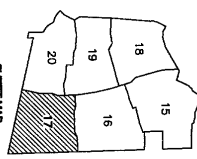
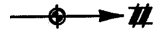
- NOTES:**
- UNITS 22-25 "MUST BE BUILT"
  - UNITS 1-21 AND 26-171 "NEED NOT BE BUILT"
  - ALL STREET AND UTILITY MAN IMPROVEMENTS THAT SERVICE UNITS 22-25 MUST BE BUILT. INDIVIDUAL HOUSE LEADS NEED NOT BE BUILT.
  - ALL STREET AND UTILITY MAN IMPROVEMENTS THAT SERVICE UNITS 1-21 AND 26-171 NEED NOT BE BUILT.
  - ALL INTERIOR ROADS ARE "PROPOSED"
  - PUBLIC OR THE BUILDING ENVELOPES ARE "PROPOSED"
  - BRANDED TO BE BUILT UNLESS OTHERWISE NOTED WITH A BEARING LISTING.
  - SEE SHEET 28 FOR COORDINATE POINT LISTING.



	CLIENT: <b>BRG DUNDEE, L.L.C.</b> ARBOR CHASE EXHIBIT B SITE PLAN (UNITS 7-18, 25-35, 51-60 & 67-76)	SECTION 12 TOWN 6 SOUTH, RANGE 8 EAST VILLAGE OF DUNDEE MONROE COUNTY, MICHIGAN	<b>ATWELL-HICKS</b> Engineering • Surveying • Planning • Environmental • Water/Wastewater 888 880 4200 www.atwell-hicks.com MICHIGAN ILLINOIS OHIO
	DATE: JAN. 18, 2005 DRAWN BY: T. PASCOE CHECKED BY: T. PASCOE SCALE: AS SHOWN SHEET NO.: 15 OF 28		



LOT	SQ. FT.	BASE ELEV.
19	7,257	650
20	7,217	650
21	8,683	651
22	8,680	651
23	7,583	651
24	7,583	651
25	7,203	650
61	7,203	650
62	7,203	650
63	8,729	651
64	10,034	650
65	8,411	651
66	7,632	651
114	7,431	650
115	7,852	650
116	7,852	650
117	8,182	650
118	8,234	650



- NOTES:  
 1. UNITS 22-25 MUST BE BUILT.  
 2. UNITS 1-21 AND 26-171 NEED NOT BE BUILT.  
 3. ALL STREET AND UTILITY MAIN IMPROVEMENTS THAT SERVICE UNITS 22-25 MUST BE BUILT.  
 4. INDIVIDUAL HOUSE LEADS NEED BE BUILT.  
 5. THAT SERVICE UNITS 1-21 AND 26-171 NEED NOT BE BUILT.  
 6. ALL INTERIOR ROADS ARE PROPOSED.  
 7. PUBLIC OF THE BUILDING ENVELOPES ARE PARALLEL TO PERMETER OF UNITS, UNLESS OTHERWISE NOTED WITH A BEARING.  
 8. SEE SHEET 28 FOR COORDINATE POINT LISTING.

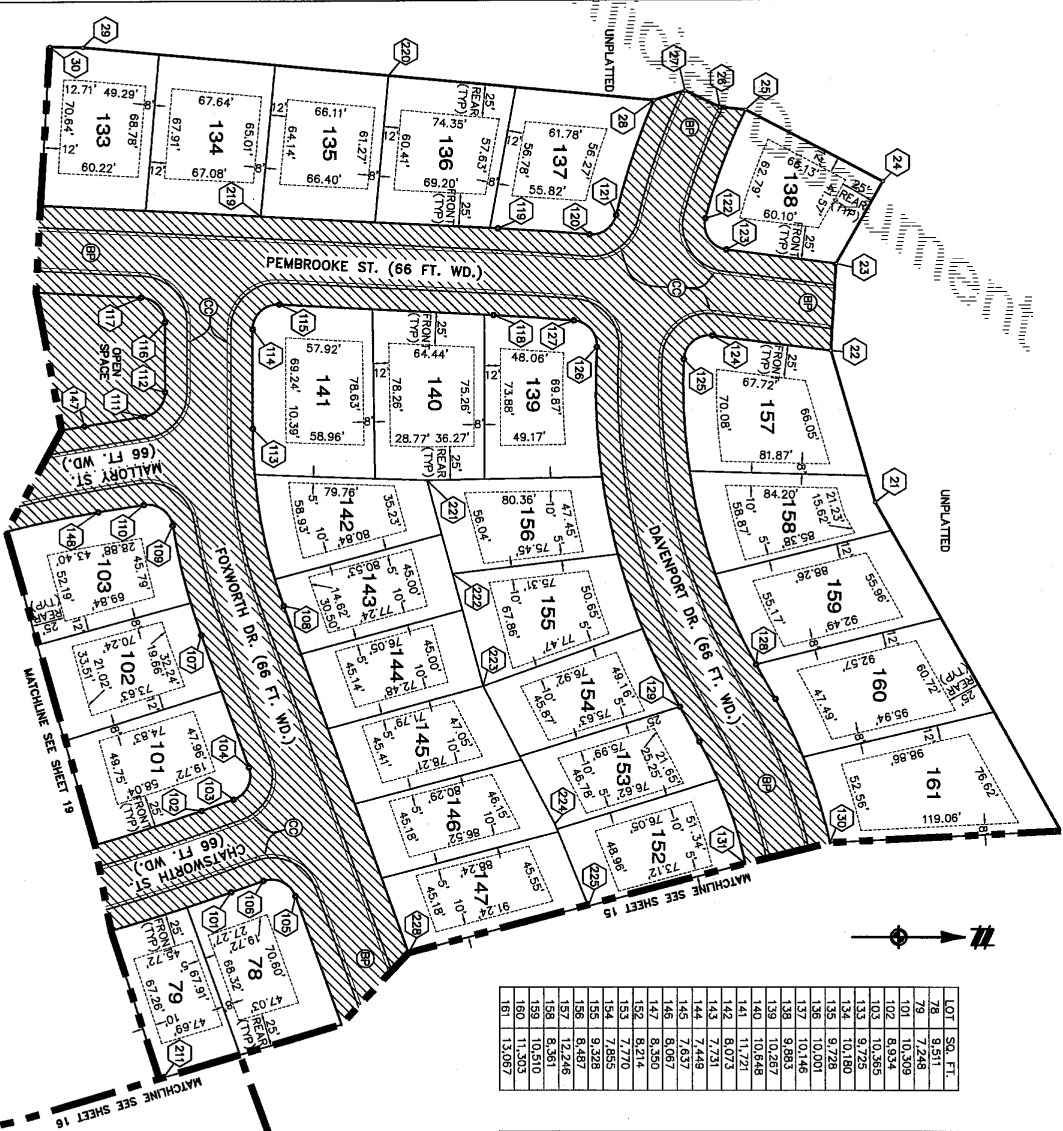


PROPOSED DATE: FEBRUARY 7, 2005  
 TODD B. KRASOVEC  
 LICENSED PROFESSIONAL ENGINEER NO. 36125  
 ATWELL-HICKS  
 500 AYS DRIVE, SUITE 100  
 ANN ARBOR, MICHIGAN 48106  
 (734) 994-4000

SITE PLAN (UNITS 19-24, 61-66, & 114-118) ARBOR CHASE

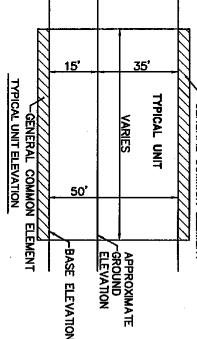
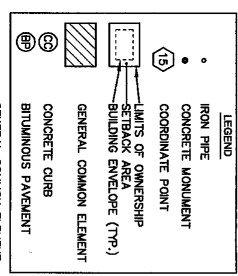
CLIENT: BRG DUNDEE, L.L.C.  
 SECTION 12  
 TOWN 6 SOUTH, RANGE 6 EAST  
 VILLAGE OF DUNDEE  
 MONROE COUNTY, MICHIGAN

ATWELL-HICKS  
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 888 880 4200  
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 MICHIGAN ILLINOIS OHIO



LOT	SQ. FT.
78	9,511
79	7,248
101	10,309
102	8,934
103	10,859
132	10,160
133	9,728
134	10,001
137	10,146
138	9,883
139	10,287
140	10,648
141	11,721
142	8,073
143	7,731
144	7,449
145	8,537
146	8,580
152	8,214
153	7,770
154	7,855
155	9,328
156	8,487
157	12,246
158	8,361
159	10,510
160	10,510
161	13,087

LOT	BASE ELEV.
78	651
79	651
101	651
102	651
103	651
132	652
133	652
134	652
137	653
138	654
139	653
140	652
141	652
142	651
143	651
144	651
145	651
146	651
152	652
153	652
154	652
155	652
156	652
157	652
158	652
159	652
160	652
161	652



- NOTES**
1. UNITS 22-25 MUST BE BUILT
  2. UNIT 1
  3. ALL STREET AND UTILITY MAIN IMPROVEMENTS THAT SERVICE UNITS 22-25 MUST BE BUILT.
  4. ALL INDIVIDUAL HOUSE LEADS NEED NOT BE BUILT. THAT SERVICE UNITS 1-21 AND 28-171 NEED NOT BE BUILT.
  5. ALL INTERIOR ROADS ARE "PROPOSED"
  6. PUBLIC OF THE BUILDING ENVELOPES ARE PARALLEL TO PERMETER OF UNITS UNLESS OTHERWISE NOTED WITH A BEARING.
  7. SEE SHEET 28 FOR COORDINATE POINT LISTING.

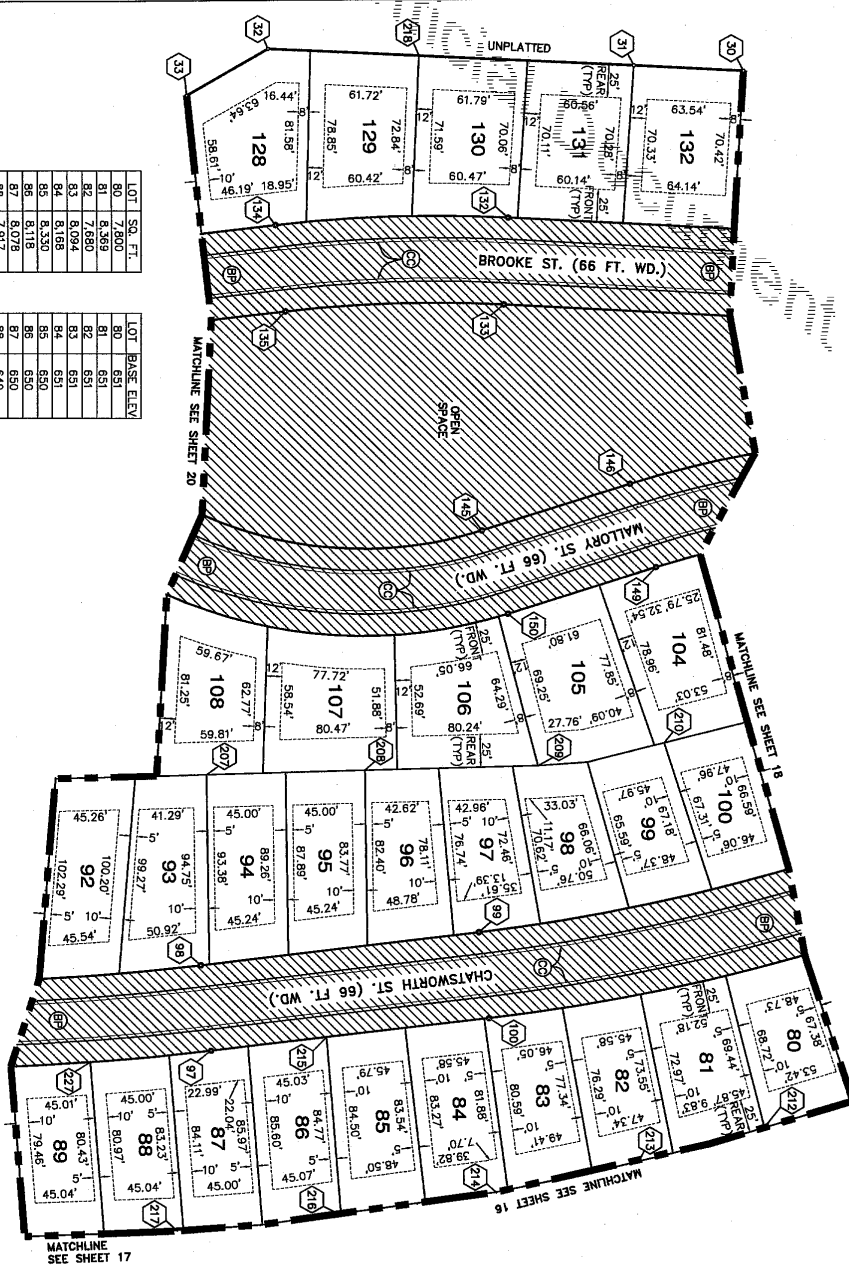


PROPOSED DATE: FEBRUARY 7, 2005  
 TODD E. PASCOE  
 LICENSED PROFESSIONAL ENGINEER NO. 98125  
 500 AVIS DRIVE, SUITE 100  
 ANN ARBOR, MICHIGAN 48108  
 (734) 984-4000

SITE PLAN (UNITS 78-79, 101-103, 133-147 & 152-161) ARBOR CHASE

	CLIENT: BRG DUNDEE, L.L.C. ARBOR CHASE EXHIBIT B SITE PLAN (UNITS 78-79, 101-103, 133-147 & 152-161)	SECTION 12 TOWN 6 SOUTH, RANGE 6 EAST VILLAGE OF DUNDEE MONROE COUNTY, MICHIGAN	<b>ATWELL-HICKS</b> Engineering • Surveying • Planning • Environmental • Water/Wastewater 888 880 4200 www.atwell-hicks.com MICHIGAN ILLINOIS OHIO
	DATE: JAN. 18, 2005 DRAWN BY: [Name] CHECKED BY: [Name] SCALE: 1" = 20'-0"	SHEET NO. 18 TOTAL SHEETS: 25	PROJECT NO. 05-018-S





LOT	SQ. FT.	LOT	BASE ELEV.
80	7,800	80	651
81	5,259	81	651
82	7,650	82	651
83	8,168	83	651
84	8,330	84	650
85	8,118	85	650
86	8,079	86	649
87	7,917	87	649
88	7,792	88	650
89	9,098	89	650
90	8,945	90	650
91	8,586	91	649
92	8,078	92	650
93	8,078	93	650
94	8,078	94	649
95	8,078	95	650
96	7,998	96	651
97	7,579	97	651
98	7,232	98	651
99	7,252	99	651
100	7,252	100	651
101	7,252	101	651
102	7,252	102	651
103	7,252	103	651
104	7,252	104	651
105	10,521	105	651
106	9,981	106	652
107	10,349	107	652
108	9,698	108	651
109	10,925	109	651
110	10,199	110	652
111	9,792	111	652
112	9,657	112	652
113	10,092	113	652

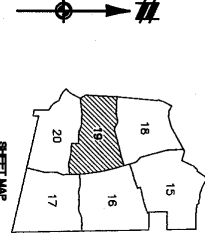
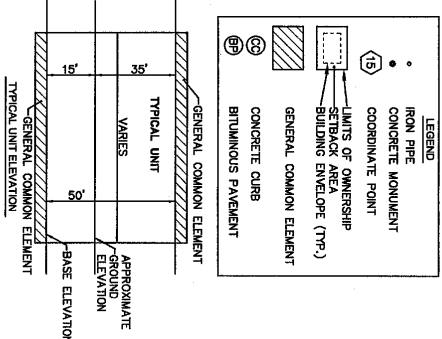
- NOTES:
1. UNITS 22-25 MUST BE BUILT
  2. UNITS 1-21 AND 26-171 NEED NOT BE BUILT
  3. ALL STREET AND UTILITY MAIN IMPROVEMENTS THAT SERVICE UNITS 22-25 MUST BE BUILT.
  4. INDIVIDUAL HOUSE LEADS NEED NOT BE BUILT. THAT SERVICE UNITS 1-21 AND 26-171 NEED NOT BE BUILT.
  5. ALL INTERIOR ROADS ARE PROPOSED PUBLIC.
  6. BEARING OF THE BUILDING ENVELOPES ARE PARALLEL TO PERIMETER OF UNITS UNLESS OTHERWISE NOTED WITH A BEARING.
  7. SEE SHEET 28 FOR COORDINATE POINT LISTING.

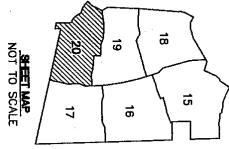
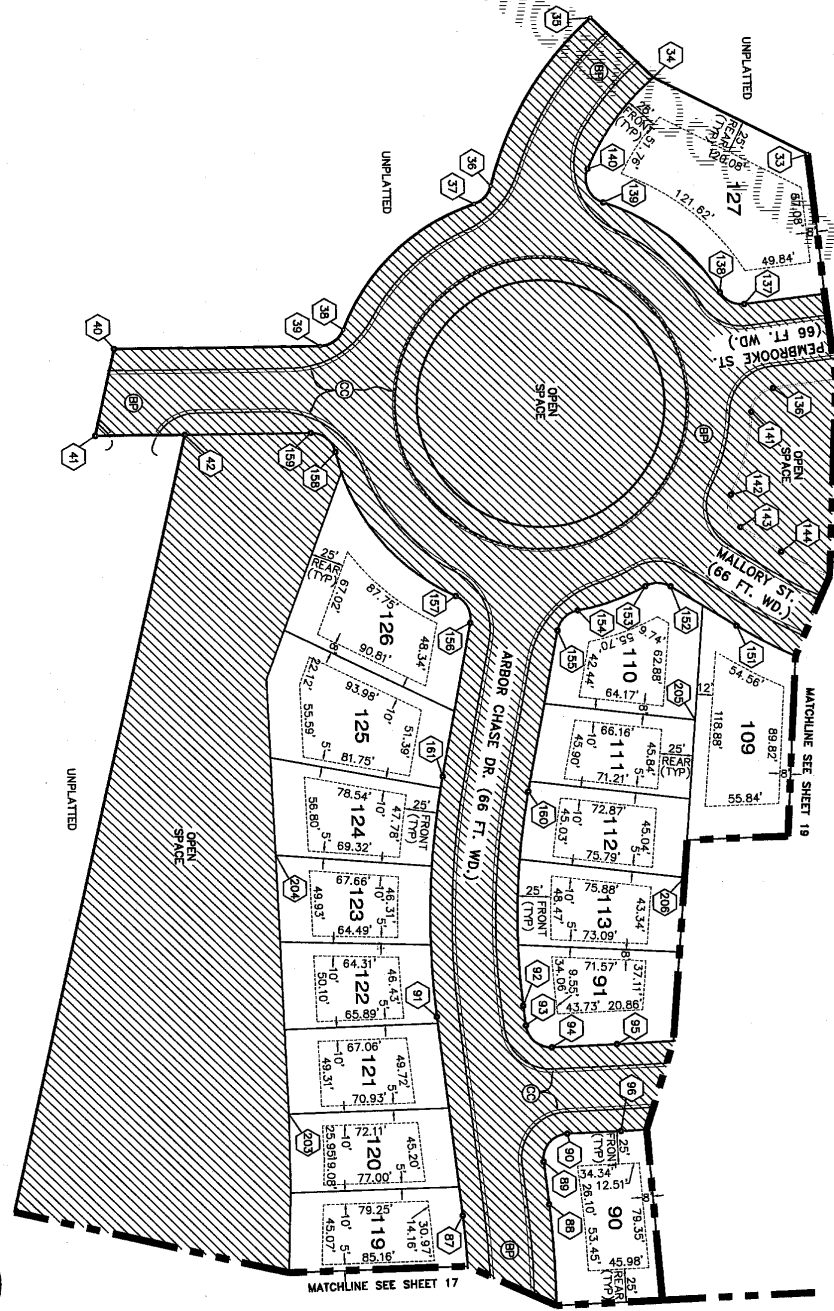
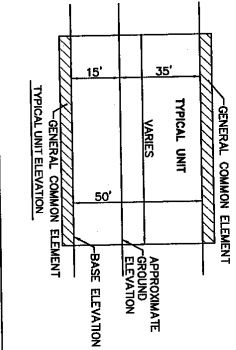
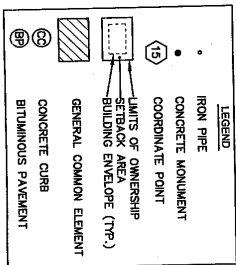
SITE PLAN (UNITS 80-89, 92-100, 104-108 & 128-132) ARBOR CHASE 19



PROPOSED DATE: FEBRUARY 7, 2005

TODD E. PASCOE  
LICENSED PROFESSIONAL ENGINEER NO. 36125  
ATWELL-HICKS  
500 AVS DRIVE, SUITE 100  
ANN ARBOR, MICHIGAN 48106  
(734) 994-4000





- NOTES:
1. UNITS 22-25 MUST BE BUILT
  2. UNITS 21 AND 26-171 NEED NOT BE BUILT
  3. ALL STREET AND UTILITY MAN IMPROVEMENTS THAT SERVICE UNITS 22-25 MUST BE BUILT. INDIVIDUAL HOUSE LAYOUTS AND IMPROVEMENTS THAT SERVICE UNITS 1-21 AND 26-171 NEED NOT BE BUILT.
  4. ALL INTERIOR ROADS ARE PROPOSED
  5. PUBLIC OF THE BUILDING ENVELOPES ARE PARALLEL TO PERIMETER OF UNITS, UNLESS OTHERWISE NOTED WITH A BEARING.
  6. SEE SHEET 28 FOR COORDINATE POINT LISTING.

LOT	BASE ELEV	LOT	SO. FT.
90	550	90	10.65
91	550	91	8.69
109	549	109	11.709
110	549	110	9.604
111	549	111	7.204
112	549	112	7.645
113	549	113	7.600
119	550	119	7.928
120	551	120	7.480
121	551	121	7.859
122	550	122	7.280
123	550	123	3.319
124	549	124	6.357
125	549	125	12.357
126	549	126	12.356
127	553	127	18.857

PROPOSED DATE: FEBRUARY 7, 2005

TODD R. PASCOE  
 LICENSED PROFESSIONAL ENGINEER NO. 38125  
 ATWELL-HICKS  
 300 W. WASHINGTON  
 ANN ARBOR, MICHIGAN 48106  
 (734) 994-4000

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 www.atwell-hicks.com  
 MICHIGAN ILLINOIS OHIO

CLIENT: BRG DUNDEE, L.L.C.  
 ARBOR CHASE EXHIBIT B  
 SITE PLAN (UNITS 90-91, 109-113, & 119-127)

SECTION 12  
 TOWN 6 SOUTH, RANGE 6 EAST  
 VILLAGE OF DUNDEE  
 MONROE COUNTY, MICHIGAN

DATE: JAN. 18, 2005

SCALE: 1" = 40' FEET

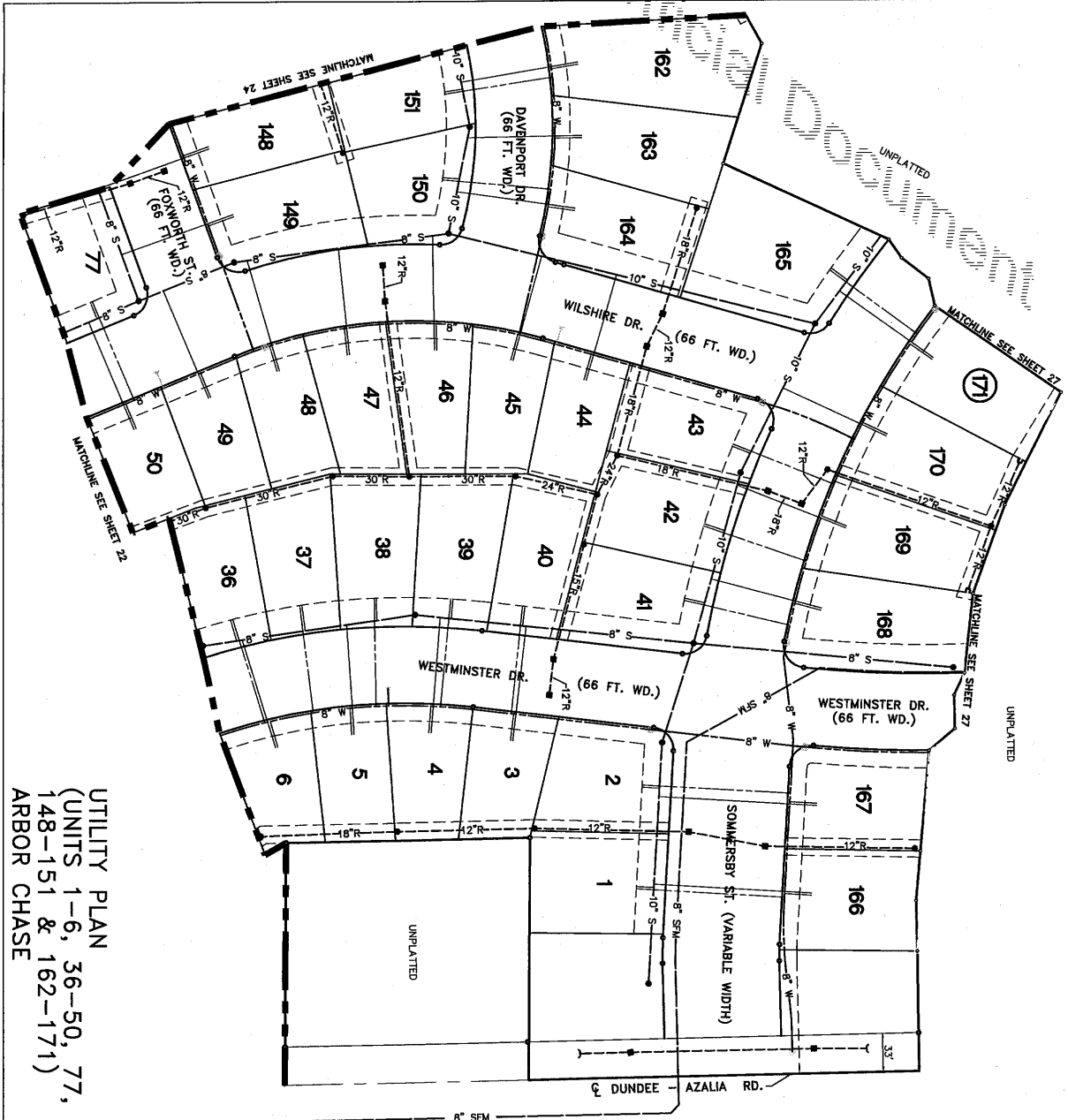
PROJECT NO: 100202330

DATE: 1/18/05

BY: T. PASCOE

SITE PLAN (UNITS 90-91, 109-113, & 119-127) ARBOR CHASE

20

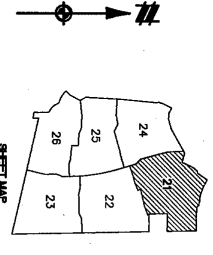


UTILITY PLAN  
(UNITS 1-6, 36-50, 77,  
148-151 & 162-171)  
ARBOR CHASE

PROPOSED DATE: FEBRUARY 7, 2005  
TODD R. PASCOE  
LICENSED PROFESSIONAL ENGINEER NO. 36125  
500 AHS DRIVE, SUITE 100  
ANN ARBOR, MICHIGAN 48108  
(734) 984-4000

DESCRIPTION	PROPOSED
STORM	S
SANITARY	R
WATER	W
UNDERGROUND ELECTRIC	U-E
OVERHEAD ELECTRIC	O-E
UNDERGROUND TELEPHONE	U-T
OVERHEAD TELEPHONE	O-T
ELECTRIC & CABLE T.V.	U-EC
CATCH BASIN	CB
CURB BOX	CB
CHECK VALVE IN BOX	CV
STORM VALVE IN BOX	SV
POWER POLE	PP
TRANSFORMER	TR
END SECTION	ES

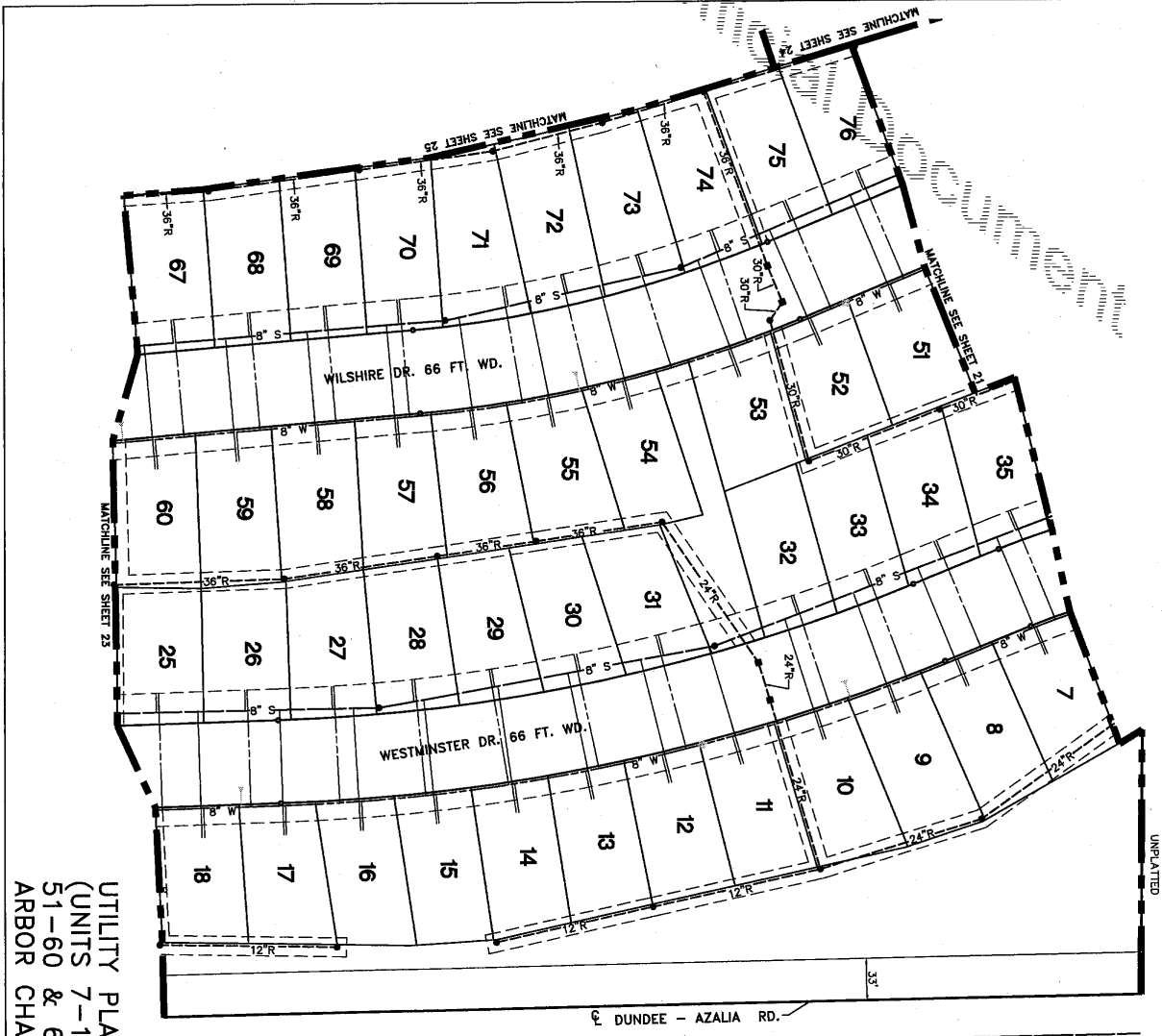
- NOTES:
1. ALL STREET AND UTILITY MAIN IMPROVEMENTS THAT SERVICE UNITS 22-25 MUST BE BUILT. INDIVIDUAL HOUSE LEADS NEED NOT BE BUILT.
  2. ALL STREET AND UTILITY MAIN IMPROVEMENTS THAT SERVICE UNITS 1-21 AND 26-171 NEED NOT BE BUILT.
  3. ALL UNITS WILL BE SERVICED WITH SANITARY GENERATOR UNITS. SANITARY MAIN IMPROVEMENTS AS SHOWN WAS OBTAINED FROM APPROVED ATWELL-HICKS CONSTRUCTION PLANS.
  4. ALL UNITS WILL BE SERVICED WITH TELEPHONE AS DETERMINED BY DEVELOPER WITH CABLE EXPANSION AS DETERMINED BY DEVELOPER WITH ELECTRIC BY DIE AND GAS BY AQUILLA.
  5. ALL SANITARY FOREMAN FROM APPROVED PLANS BY ATWELL-HICKS.
  6. ALL SANITARY LEADS ARE 4".
  7. ALL WATER LEADS ARE 1" UNLESS OTHERWISE NOTED.



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SECTION 12  
TOWN 6 SOUTH, RANGE 6 EAST  
VILLAGE OF DUNDEE  
MONROE COUNTY, MICHIGAN

CLIENT: **BRG DUNDEE, L.L.C.**  
**ARBOR CHASE**  
EXHIBIT B  
UTILITY PLAN  
(UNITS 1-6, 36-50, 77,  
148-151 & 162-171)



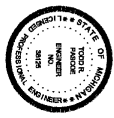
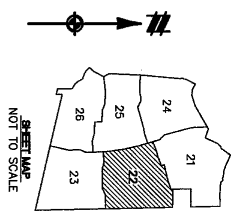
UTILITY PLAN  
(UNITS 7-18, 25-35,  
51-60 & 67-76)  
ARBOR CHASE

UNPLATTED

UNPLATTED

DESCRIPTION	PROPOSED
STORM	R
SANITARY	S
WATER	W
UNDERGROUND ELECTRIC	UC-E
OVERHEAD ELECTRIC	OC-E
UNDERGROUND TELEPHONE	UC-T
OVERHEAD TELEPHONE	OC-T
UNDERGROUND CABLE T.V.	UC-TV
OVERHEAD CABLE T.V.	OC-TV
CATCH BASIN	CB
CURB BOX	CBX
CHECK VALVE IN BOX	CVIB
HYDRANT VALVE IN BOX	HVIB
POWER POLE	PP
TRANSFORMER	TR
END SECTION	ES

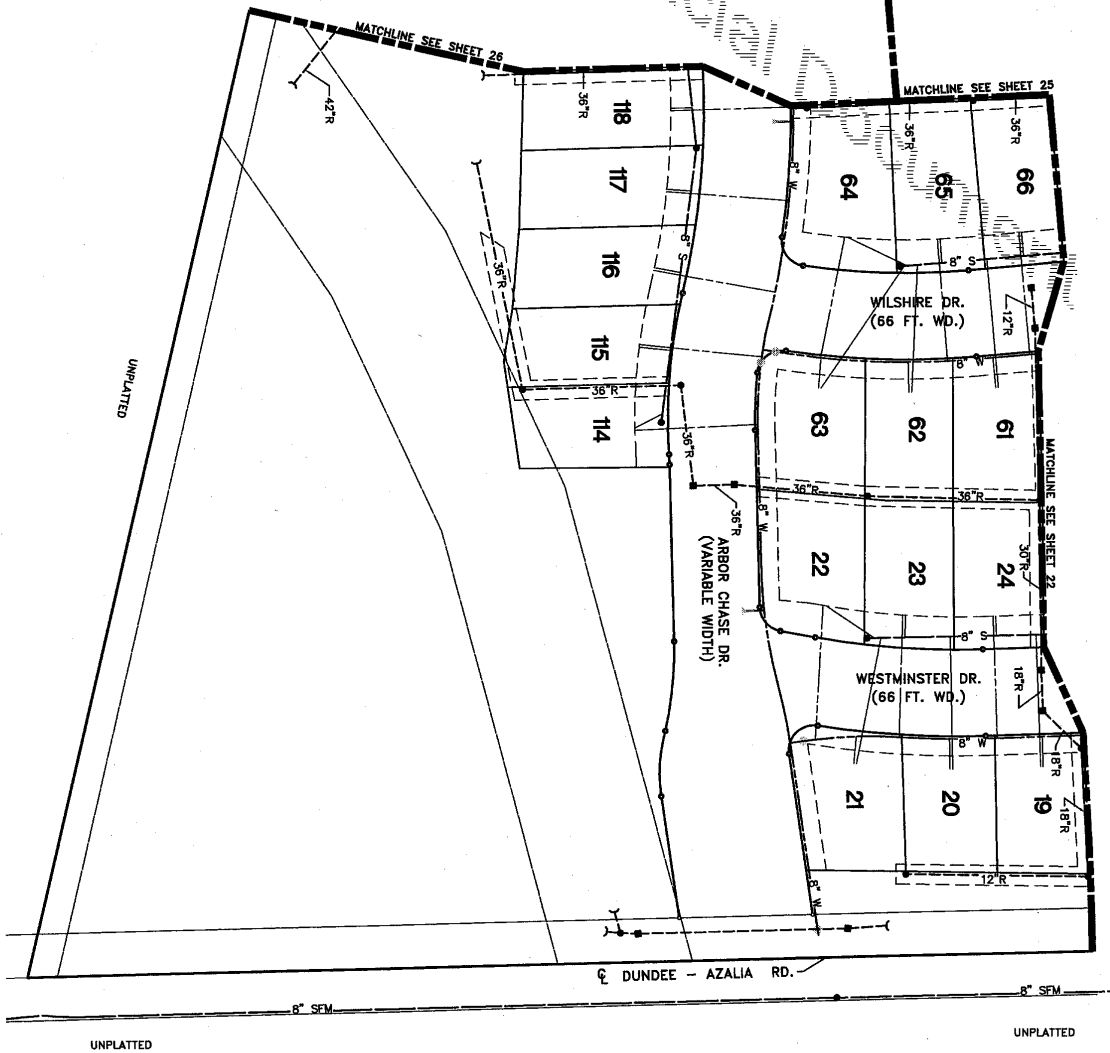
- NOTES:
1. ALL STREET AND UTILITY MAIN IMPROVEMENTS THAT SERVICE UNITS 22-25 MUST BE BUILT. INDIVIDUAL HOUSE LEADS NEED NOT BE BUILT.
  2. ALL STREET AND UTILITY MAIN IMPROVEMENTS THAT SERVICE UNITS 1-21 AND 26-171 NEED NOT BE BUILT.
  3. ALL UNITS WILL BE SERVED WITH SANITARY SEWER AND WATER BY THE VILLAGE OF DUNDEE. THE INFORMATION AS SHOWN WAS OBTAINED FROM APPROVED ATWELL-HICKS CONSTRUCTION PLANS.
  4. ALL UNITS WILL BE SERVED WITH TELEPHONE AS DETERMINED BY DEVELOPER, WITH CABLEVISION AS DETERMINED BY DEVELOPER, WITH ELECTRIC BY DTE AND GAS BY DOWDALL.
  5. ALL SANITARY FORCE MAIN FROM APPROVED PLANS BY ATWELL-HICKS.
  6. ALL SANITARY LEADS ARE 4".
  7. ALL WATER LEADS ARE 1" UNLESS OTHERWISE NOTED.



PROPOSED DATE: FEBRUARY 7, 2005

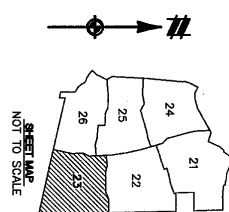
TODD R. PASCOE  
LICENSED PROFESSIONAL ENGINEER NO. 38125  
500 AVIS DRIVE, SUITE 100  
ANN ARBOR, MICHIGAN 48108  
(734) 994-4000

	CLIENT <b>BRG DUNDEE, L.L.C.</b> ARBOR CHASE EXHIBIT B UTILITY PLAN (UNITS 7-18, 25-35, 51-60 & 57-76)	SECTION 12 TOWN 6 SOUTH, RANGE 6 EAST VILLAGE OF DUNDEE MONROE COUNTY, MICHIGAN	<b>ATWELL-HICKS</b> Engineering • Surveying • Planning • Environmental • Water/Wastewater 888 850 4200 www.atwell-hicks.com MICHIGAN ILLINOIS OHIO
	DATE: MAR. 18, 2005 DRAWING NO.: 1000000001 SHEET NO.: 22	SCALE: 1" = 40' FEET DATE: 03/18/05 DRAWN BY: T.R.P. CHECKED BY: T.R.P. DATE: 03/18/05	22



UNPLATTED

UNPLATTED



NOTES:

1. ALL STREET AND UTILITY MAIN IMPROVEMENTS THAT SERVICE UNITS 22-25 MUST BE BUILT. INDIVIDUAL HOUSE LEADS NEED NOT BE BUILT.
2. ALL STREET AND UTILITY MAIN IMPROVEMENTS THAT SERVICE UNITS 19-21 AND 26-27 NEED NOT BE BUILT.
3. ALL UNITS WILL BE SERVICED WITH SANITARY SEWER AND WATER BY THE VILLAGE OF DUNDEE. THE INFORMATION AND SPACING WILL BE PROVIDED FROM APPROVED ATWELL-HICKS CONSTRUCTION PLANS.
4. ALL UNITS WILL BE SERVICED WITH TELEPHONE AS DETERMINED BY DESIGNER. WITH ELECTRIC BY DIE AND GAS BY AQUILA.
5. ALL SANITARY FOREMAN FROM APPROVED PLANS BY ATWELL-HICKS.
6. ALL SANITARY LEADS ARE 4".
7. ALL WATER LEADS ARE 1" UNLESS OTHERWISE NOTED.

DESCRIPTION	PROPOSED
STORM	R
SANITARY	S
WATER	W
WATER AND ELECTRIC	WE
UNDERGROUND ELECTRIC	UC-E
GAS	G
OVERHEAD TELEPHONE	OH-T
UNDERGROUND TELEPHONE	UC-T
UNDERGROUND TELEPHONE	UC-T
MANHOLE & CABLE T.V.	MHC
CATCH BASIN	CB
CURB BOX	CB
CHECK VALVE IN BOX	CV
GATE VALVE IN BOX	GV
POWER POLE	PP
TRANSFORMER	TR
END SECTION	ES

PROPOSED DATE: FEBRUARY 7, 2005



TODD R. ATWELL  
 LICENSED PROFESSIONAL ENGINEER NO. 36125  
 ATWELL-HICKS  
 200 W. WASHINGTON ST. SUITE 100  
 ANN ARBOR, MICHIGAN 48108  
 (734) 991-4000

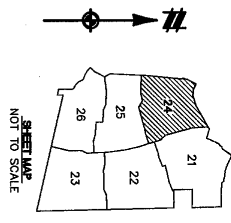
UTILITY PLAN  
 (UNITS 19-24, 61-66,  
 & 114-118)  
 ARBOR CHASE

23

DATE: FEB. 16, 2005
PROJECT: ARBOR CHASE EXHIBIT B
SCALE: AS SHOWN
BY: T. R. ATWELL
CHECKED: T. R. ATWELL
DATE: FEBRUARY 7, 2005
FILE NO.: 100033130
DATE: FEBRUARY 7, 2005
SCALE: AS SHOWN
BY: T. R. ATWELL
CHECKED: T. R. ATWELL
DATE: FEBRUARY 7, 2005
FILE NO.: 100033130

CLIENT: BRG DUNDEE, L.L.C.
PROJECT: ARBOR CHASE EXHIBIT B
UTILITY PLAN (UNITS 19-24, 61-66 & 114-118)
SECTION 12
TOWN 6 SOUTH, RANGE 6 EAST
VILLAGE OF DUNDEE
MONROE COUNTY, MICHIGAN

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 www.atwell-hicks.com  
 MICHIGAN ILLINOIS OHIO



NOTES:

1. ALL STREET AND UTILITY MAIN IMPROVEMENTS THAT SERVICE UNITS 22-25 MUST BE BUILT. INDIVIDUAL HOUSE LEADS NEED NOT BE BUILT.
2. ALL STREET AND UTILITY MAIN IMPROVEMENTS THAT SERVICE UNITS 1-21 AND 26-171 NEED NOT BE BUILT.
3. ALL UNITS WILL BE SERVED WITH SANITARY, SEWER AND WATER MAINS. SANITARY AND SEWER MAINS AS SHOWN WAS OBTAINED FROM APPROVED ATWELL-HICKS CONSTRUCTION PLANS.
4. ALL UNITS WILL BE SERVED WITH TELEPHONE AS DETERMINED BY DEVELOPER. TELEPHONE MAINS AS SHOWN WAS OBTAINED FROM APPROVED ATWELL-HICKS CONSTRUCTION PLANS.
5. ALL SANITARY FOREMAN FROM APPROVED PLANS BY ATWELL-HICKS.
6. ALL SANITARY LEADS ARE 4".
7. ALL WATER LEADS ARE 1" UNLESS OTHERWISE NOTED.

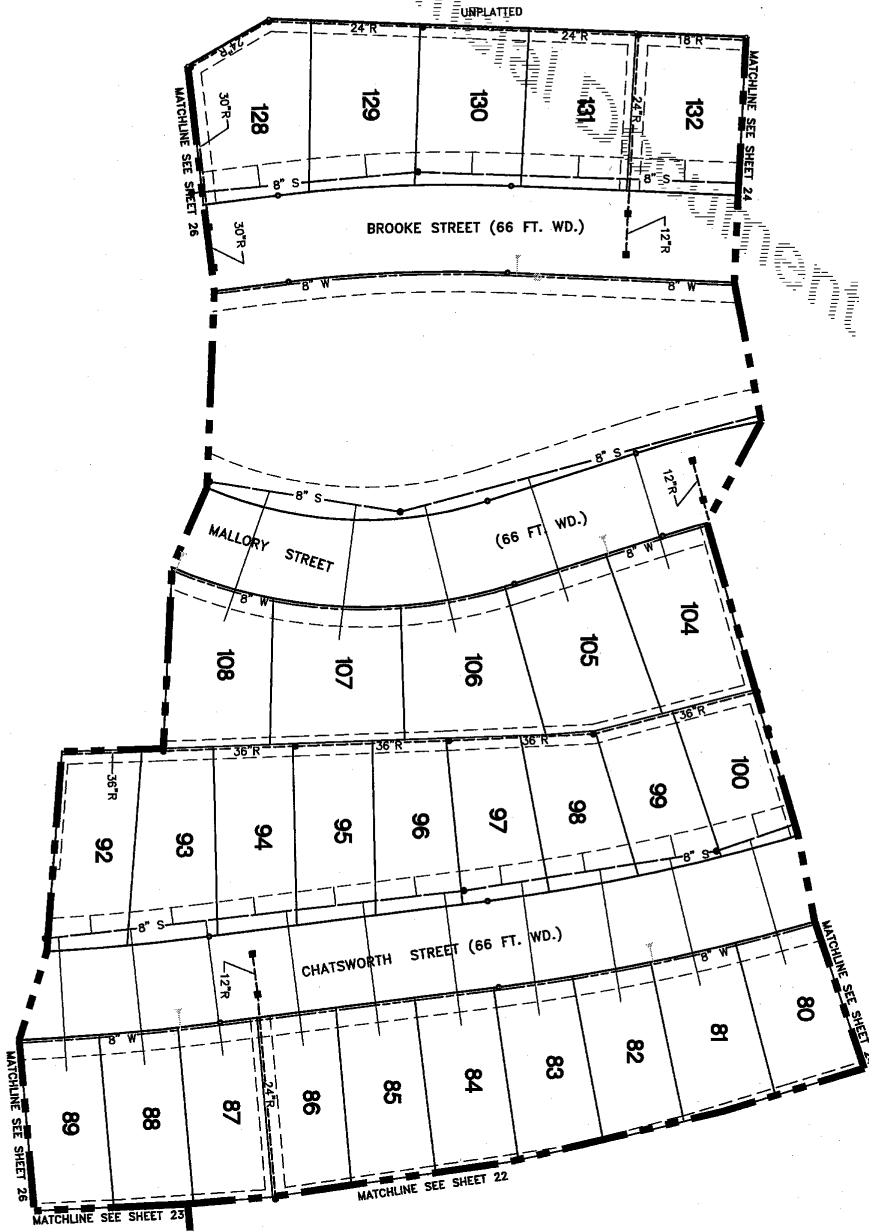
DESCRIPTION	PROPOSED
STORM	R
SANITARY	S
WATER	W
OVERHEAD ELECTRIC	OH-E
UNDERGROUND ELECTRIC	UG-E
OVERHEAD TELEPHONE	OH-T
UNDERGROUND TELEPHONE	UG-T
UNDERGROUND TELEPHONE	UG-T
ELECTRIC & CABLE T.V.	UTE
MANHOLE	●
WATER METER	○
CURB BOX	□
CHECK VALVE IN BOX	□
HYDRANT	□
GATE VALVE IN BOX	□
POWER POLE	□
TELEPHONE POLE	□
END SECTION	□



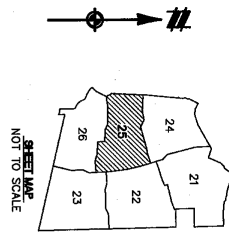
PROPOSED DATE: FEBRUARY 7, 2005  
 TODD R. PASCOE  
 LICENSED PROFESSIONAL ENGINEER NO. 35125  
 ATWELL-HICKS  
 ANN ARBOR, MICHIGAN 48108  
 (734) 984-4000

UTILITY PLAN  
 (UNITS 78-79, 101-103,  
 133-147 & 152-161)  
 ARBOR CHASE

	CLIENT: BRG DUNDEE, L.L.C. ARBOR CHASE EXHIBIT B UTILITY PLAN (UNITS 78-79, 101-103, 133-147 & 152-161)	SECTION 12 TOWN 6 SOUTH, RANGE 8 EAST VILLAGE OF DUNDEE MONROE COUNTY, MICHIGAN	<b>ATWELL-HICKS</b> Engineering • Surveying • Planning • Environmental • Water/Wastewater 888 890 4200 www.atwell-hicks.com MICHIGAN ILLINOIS OHIO
	DATE: JAN. 18, 2005 DRAWN BY: [Name] CHECKED BY: [Name]	SCALE: 1" = 40' HORIZ. 1" = 10' VERT.	SHEET NO. 24 TOTAL SHEETS: 24



UTILITY PLAN  
 (UNITS 80-89, 92-100,  
 104-108 & 128-132)  
 ARBOR CHASE



NOTES:

1. ALL STREET AND UTILITY MAIN IMPROVEMENTS THAT SERVICE INDIVIDUAL HOUSES SHALL BE BUILT. INDIVIDUAL HOUSE LEADS NEED NOT BE BUILT.
2. ALL STREET AND UTILITY MAIN IMPROVEMENTS THAT SERVICE UNITS 1-21 AND 26-171 NEED NOT BE BUILT.
3. ALL UNITS WILL BE SERVED WITH SANITARY SEWER AND WATER BY THE VILLAGE OF DUNDEE. THE INFORMATION AS SHOWN WAS OBTAINED FROM APPROVED ATWELL-HICKS CONSTRUCTION PLANS.
4. ALL UNITS WILL BE SERVED WITH TELEPHONE AS DETERMINED BY DEVELOPERS WITH CABLEVISION AS DETERMINED BY DEVELOPERS WITH ELECTRIC BY DIE AND GAS BY SADDLERS.
5. ALL SANITARY FORCEMAN FROM APPROVED PLANS BY ATWELL-HICKS.
6. ALL SANITARY LEADS ARE 4".
7. ALL WATER LEADS ARE 1" UNLESS OTHERWISE NOTED.

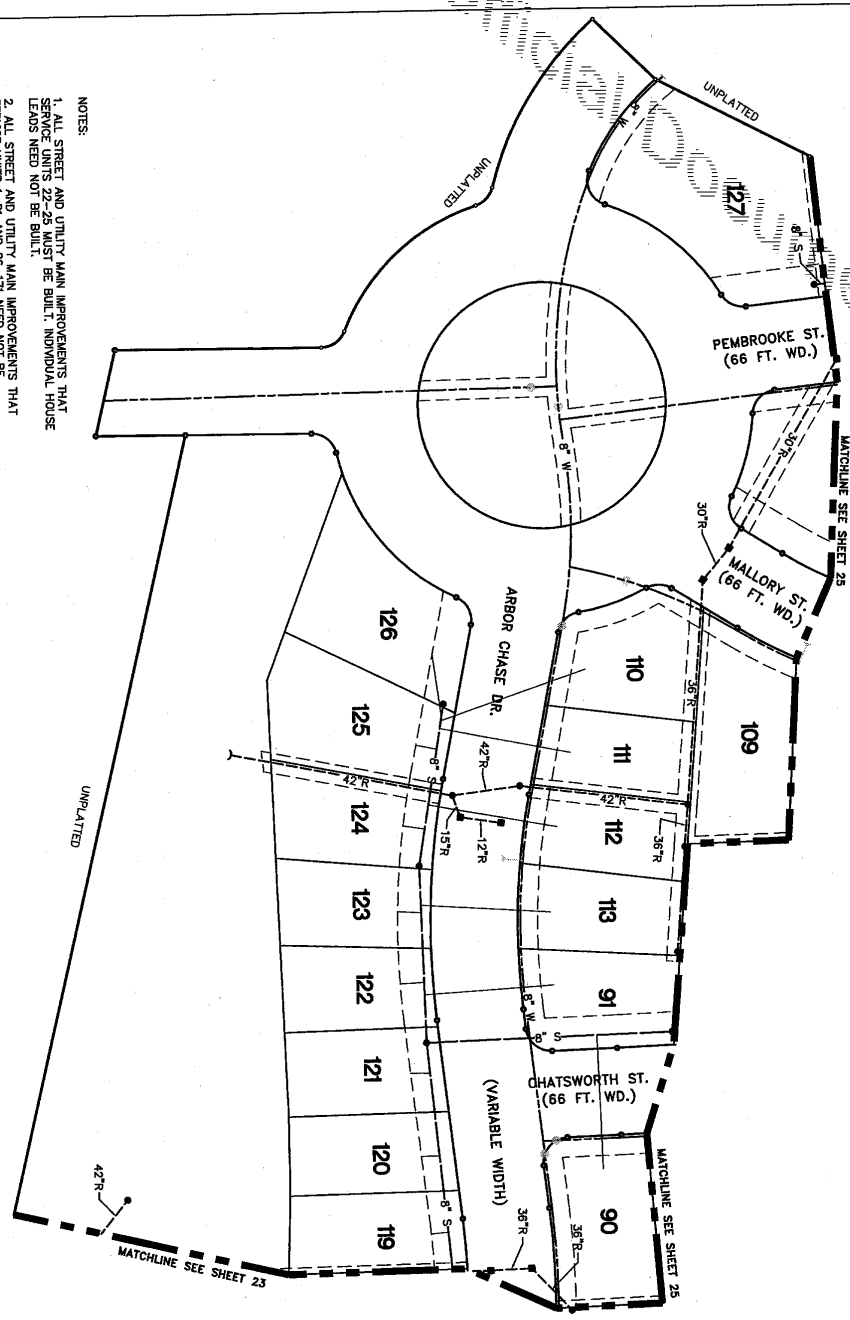
DESCRIPTION	LEGEND	PROPOSED
STORM	R	---
SANITARY	S	---
OVERHEAD ELECTRIC	OH-E	---
UNDERGROUND ELECTRIC	UG-E	---
GAS	G	---
OVERHEAD TELEPHONE	OH-T	---
UNDERGROUND TELEPHONE	UG-T	---
ELECTRIC & CABLE T.V.	U-EC	---
MANHOLE	M	●
CATCH BASIN	C	■
CURB BOX	CB	□
HYDRANT	H	⊕
GATE VALVE IN BOX	GV	⊞
POWER POLE	P	⊞
TRANSFORMER	T	⊞
END SECTION	E	---



PREPARED BY: FEBRUARY 7, 2005  
 TODD R. PASCOE  
 LICENSED PROFESSIONAL ENGINEER NO. 36125  
 ATWELL-HICKS ARCHITECTS AND ENGINEERS  
 48108 MICHIGAN 48108  
 (734) 998-4000

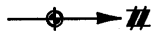
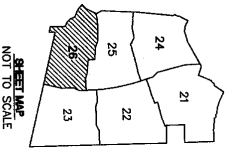
25

	CLIENT <b>BRG DUNDEE, L.L.C.</b> ARBOR CHASE EXHIBIT B UTILITY PLAN (UNITS 80-89, 92-100, 104-108 & 128-132)	SECTION 12 TOWN 6 SOUTH, RANGE 6 EAST VILLAGE OF DUNDEE MONROE COUNTY, MICHIGAN	<b>ATWELL-HICKS</b> Engineering • Surveying • Planning • Environmental • Water/Wastewater 666 660 4200 www.atwell-hicks.com MICHIGAN ILLINOIS OHIO
	DATE: JAN. 18, 2005 SCALE: 1" = 40 FEET SHEET NO. 44-25	FILE NO. 100623160 44-46-25	



- NOTES:
1. ALL STREET AND UTILITY MAIN IMPROVEMENTS THAT SERVICE UNITS 22-25 MUST BE BUILT. INDIVIDUAL HOUSE LEADS NEED NOT BE BUILT.
  2. ALL STREET AND UTILITY MAIN IMPROVEMENTS THAT SERVICE UNITS 1-21 AND 26-171 NEED NOT BE BUILT.
  3. ALL UNITS WILL BE SERVICED WITH SANITARY SEWER AND WATER BY THE VILLAGE OF DUNDEE. THE INFORMATION AS SHOWN WAS OBTAINED FROM APPROVED ATWELL-HICKS CONSTRUCTION PLANS.
  4. ALL UNITS WILL BE SERVICED WITH TELEPHONE AS DETERMINED BY DEVELOPERS WITH CABLEVISION AS DETERMINED BY DEVELOPERS, WITH ELECTRIC BY DIE AND GAS BY AQUILLA.
  5. ALL SANITARY FORCE MAIN FROM APPROVED PLANS BY ATWELL-HICKS.
  6. ALL SANITARY LEADS ARE 4".
  7. ALL WATER LEADS ARE 1" UNLESS OTHERWISE NOTED.

**UTILITY PLAN**  
 (UNITS 90-91, 109-113,  
 & 119-127)  
**ARBOR CHASE**



DESCRIPTION	PROPOSED
STORM	---
SANITARY	---
WATER	---
OVERHEAD ELECTRIC	---
UNDERGROUND ELECTRIC	---
GAS	---
OVERHEAD TELEPHONE	---
UNDERGROUND TELEPHONE	---
ELECTRIC & CABLE T.V.	---
MANHOLE	●
CATCH BASIN	○
TRANSFORMER	⊕
POWER POLE	⊖
CHECK VALVE IN BOX	⊙
GATE VALVE IN BOX	⊙
END SECTION	⊙



PROPOSED DATE: FEBRUARY 7, 2005  
 TOWN OF DUNDEE  
 VILLAGE OF DUNDEE  
 ATWELL-HICKS  
 500 AYS DRIVE, SUITE 100  
 ANN ARBOR, MICHIGAN 48108  
 (734) 984-4333

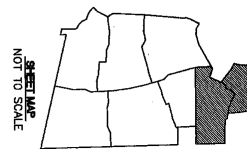
**26**

DATE: 10/20/05  
 DRAWN BY: JMS  
 CHECKED BY: JMS  
 SCALE: 1" = 40 FEET

CLIENT	BRG DUNDEE, L.L.C.
PROJECT	ARBOR CHASE EXHIBIT B
DESCRIPTION	UTILITY PLAN (UNITS 90-91, 109-113 & 119-127)
SECTION	SECTION 12
TOWN	TOWN 6 SOUTH, RANGE 6 EAST
VILLAGE	VILLAGE OF DUNDEE
COUNTY	MONROE COUNTY, MICHIGAN

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 MICHIGAN ILLINOIS OHIO





PROPOSED DATE: FEBRUARY 7, 2005

TODD R. PASCOE  
 LICENSED PROFESSIONAL ENGINEER, NO. 36125  
 ATWELL-HICKS  
 500 AVIS DRIVE, SUITE 100  
 ANN ARBOR, MICHIGAN 48106  
 (734) 994-4000

OFFSITE UTILITY PLAN  
 ARBOR CHASE

27

	CLIENT	BRG DUNDEE, L.L.C.	SECTION 12
		ARBOR CHASE EXHIBIT B	TOWN 6 SOUTH, RANGE 6 EAST
		OFFSITE UTILITY PLAN	VILLAGE OF DUNDEE
			MONROE COUNTY, MICHIGAN
Engineering • Surveying • Planning • Environmental • Water/Wastewater 866 850 4200 www.atwell-hicks.com MICHIGAN ILLINOIS OHIO			

CURVE TABLE table with columns: CURVE, LENGTH, RADIUS, CHD. BEARING, CHORD

CURVE TABLE table with columns: CURVE, LENGTH, RADIUS, CHD. BEARING, CHORD

POINT NORTHING EASTING table with columns: POINT, NORTHING, EASTING

POINT NORTHING EASTING table with columns: POINT, NORTHING, EASTING

POINT NORTHING EASTING table with columns: POINT, NORTHING, EASTING

POINT NORTHING EASTING table with columns: POINT, NORTHING, EASTING



PROPOSED DATE: FEBRUARY 7, 2005
JEFFREY S. EVANS
LICENSED PROFESSIONAL SURVEYOR NO. 47637
ATWELL-HICKS
3110 S. ANN ARBOR, MICHIGAN 48106
(734) 994-4000

CURVE AND COORDINATE TABLES
ARBOR CHASE

Form with fields: DATE, TIME, SCALE, DRAWN BY, CHECKED BY

Logo for ATWELL-HICKS with text: CURVE AND COORDINATE TABLES

Project information: ERG DUNDEE, L.L.C., ARBOR CHASE EXHIBIT B, CURVE AND COORDINATE TABLES

Section information: SECTION 12, TOWN 6 SOUTH, RANGE 6 EAST, VILLAGE OF DUNDEE, MONROE COUNTY, MICHIGAN

Company logo and contact info for ATWELL-HICKS, Engineering - Surveying - Planning - Environmental - Water/Wastewater, 666 880 4200, www.atwell-hicks.com, MORGAN ILLINOIS OHIO