

MASTER DEED OF THE HILLS OF BOGIE LAKE

as required by the Michigan Condominium Act,
MCL 559.101 et seq., MSA 26.50(101) et seq.

This Master Deed is made and executed this 17 day of March, 2003, by HILLS OF BOGIE LAKE, L.L.C., a Michigan limited liability company (hereinafter referred to as “Developer”), whose address is 6022 W. Maple Road, Suite 405, West Bloomfield, Michigan 48322.

WITNESSETH:

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

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

ARTICLE I

TITLE AND NATURE

The Condominium shall be known as THE HILLS OF BOGIE LAKE, Oakland County Condominium Subdivision Plan No. 1521. The architectural plans and specifications, if any, for each

Unit of the Condominium will be filed with Commerce Township. The number, boundaries, dimensions and volume of each Unit in the Condominium are set forth in the Condominium Subdivision Plan attached hereto as Exhibit B. Each Unit is capable of individual use, having its

own access to and from a Common Element of the Condominium or directly to a public road. Each Co-owner in the Condominium shall have an exclusive right to the Unit owned and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium as designated by the Master Deed and the Exhibits thereto. Co-owners shall have voting rights in The Hills of Bogie Lake Association as set forth herein and in the Bylaws and Articles of Incorporation of such Association.

ARTICLE II

LEGAL DESCRIPTION

The land that comprises the Condominium established by this Master Deed is a parcel of land in Commerce Township, Oakland County, Michigan described as follows:

Part of the Northeast 1/4 of Section 4, Town 2 North, Range 8 East, Commerce Township, Oakland County, Michigan and part of the Southeast 1/4 of Section 33, Town 3 North, Range 8 East, White Lake Township, Oakland County, Michigan; more particularly described as commencing at the Northeast Corner of said Section 4, for a POINT OF BEGINNING; thence South 00°03'26" East, 1202.24 feet, along the East line of said Section 4; thence South 89°56'34" West, 225.70 feet; thence 38.34 feet along a curve to the left, said curve having a radius of 700.00 feet, a central angle of 03°08'19", and a chord bearing and distance of South 03°23'04" East, 38.34 feet; thence South 85°02'46" West, 60.00 feet; thence South 83°45'22" West, 186.68 feet; thence South 62°30'18" West, 168.24 feet; thence South 41°32'54" West, 157.55 feet; thence South 55°38'12" West, 422.27 feet; thence South 85°34'41" West, 149.05 feet; thence North 66°53'22" West, 103.48 feet; thence South 86°44'59" West, 131.21 feet; thence North 84°15'09" West, 349.54 feet; thence North 27°38'20" West, 180.17 feet; thence North 40°50'28" West, 160.00 feet; thence North 34°07'20" West, 60.41 feet; thence North 40°50'28" West, 140.00 feet; thence South 49°09'32" West, 30.16 feet; thence North 24°08'18" West, 122.41 feet; thence North 67°42'10" East, 163.84 feet; thence 46.28 feet along a curve to the right, said curve having a radius of 260.00 feet, a central angle of 10°11'56", and a chord bearing and distance of North 00°12'05" East, 46.22 feet; thence South 84°41'57" East, 60.00 feet; thence North 46°02'52" East, 248.79 feet; thence North 42°21'28" West, 580.88 feet; thence North 02°54'32" East, 412.08 feet, to the Southerly line of "Bogie Lake Estates No.-1" as recorded in Liber 212 of Plats, on Pages 26 and 27 Oakland County Records; thence North 89°56'37" East, 1099.76 feet, along the Southerly line of said "Bogie Lake Estates No.-1", to the Southeast corner of said "Bogie Lake Estates No.-1"; thence South 89°51'47" East, 1059.10 feet, to the POINT OF BEGINNING. All of the above containing 70.227 acres. Subject to and benefiting from the Declaration of Easements for Ingress and Egress recorded in Liber 28465, Page 398, Oakland County Records.

LEGAL DESCRIPTION (PHASES 2, 3, AND 4)

Part of the Northeast 1/4 of Section 4, Town 2 North, Range 8 East, Commerce Township, Town 3 North, Range 8 East, White Lake Township, Oakland County, Michigan, being more particularly described as commencing at the Northeast corner of said Section 4; thence South 00°03'26" East, 1202.20 feet, along the East line of said Section 4, to the POINT OF BEGINNING; thence South 00°03'26" East, 1684.10 feet, along the East line of said Section 4; thence South 89°43'26" West, 2689.12 feet measured (South 89°44'30" West, 2689.86 feet record) along the East and West 1/4 line of said Section 4; thence North 01°06'18" East, 1324.80 feet measured (North 01°06'26" East, 1325.27 feet record) along the East line of "Carla Hills Subdivision No. 3", as recorded in Liber 158 of Plats, Pages 24 and 25, Oakland County Records; thence North 89°39'22" East, 231.65 feet record, along the South line of "Bogie Lake Estates No. 2", as recorded in Liber 219 of Plats, Pages 9 through 13, Oakland County Records; thence North 17°00'00" West, 473.55 feet, record along the East line of said "Bogie Lake Estates No. 2"; thence North 04°35'00" West, 1125.00 feet, along the East line of said "Bogie Lake Estates No. 2"; thence North 89°56'37" East, 263.42 feet, along the North line of said Section 4, and along the South line of "Bogie Lake Estates No. 1", as recorded in Liber 212, Pages 26 and 27, Oakland County Records, to the South 1/4 of said Section 33; thence North 89°56'37" East, 235.09 feet, along the South line of said "Bogie Lake Estates No. 1"; thence South 02°54'32" West, 412.08 feet; thence South 42°21'28" East, 580.88 feet; thence South 46°02'52" West, 248.79 feet; thence North 84°41'57" West, 60.00 feet; thence 46.28 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 10°11'56", and a chord bearing and distance of South 00°12'05" West, 46.22 feet; thence South 67°42'10" West, 163.84 feet; thence South 24°08'18" East, 122.41 feet; thence North 49°09'32" East, 30.16 feet; thence South 40°50'28" East, 140.00 feet; thence South 34°07'20" East, 60.41 feet; thence South 40°50'28" East, 160.00 feet; thence South 27°38'20" East, 180.17 feet; thence South 84°15'09" East, 349.54 feet; thence North 86°44'59" East, 131.21 feet; thence South 66°53'22" East, 103.48 feet; thence North 85°34'41" East, 149.05 feet; thence North 55°38'12" East, 422.27 feet; thence North 41°32'54" East, 157.55 feet; thence North 62°30'18" East, 168.24 feet; thence North 83°45'22" East, 186.68 feet; thence North 85°02'46" East, 60.00 feet; thence 38.34 feet along a curve to the right, said curve having a radius of 700.00 feet, a central angle of 03°08'19", and a chord bearing and distance of North 03°23'04" West, 38.34 feet; thence North 89°56'34" East, 225.70 feet, to the POINT OF BEGINNING. All of the above containing 104.106 acres. All of the above being subject to easements, restrictions, and right-of-ways of record.

ARTICLE III

DEFINITIONS

Certain terms used in this Master Deed and the Exhibits hereto, the Bylaws and other Condominium Documents of The Hills of Bogie Lake are defined as follows:

(a) *The Act* or *Condominium Act* means Act 59 of the Public Acts of Michigan of 1978, as amended.

(b) Association means The Hills of Bogie Lake Association, the Michigan non-profit corporation of which all Co-owners shall be members, which Association shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

(c) Bylaws means Exhibit A hereto which are the Bylaws required for the Condominium and also the Bylaws required for the Association.

(d) Common Elements means the portions of the Condominium other than the Condominium Units.

(e) Condominium, Condominium Project or Project means The Hills of Bogie Lake as a condominium established pursuant to the provisions of the Act, and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium Project.

(f) Condominium Documents, wherever used, means and includes this Master Deed, as may be amended from time to time, the Exhibits hereto (Bylaws and Condominium Subdivision Plan), Articles of Incorporation of the Association and any rules and regulations duly adopted by the Board of Directors of the Association.

(g) Condominium Site or Condominium Unit, "Site" or "Unit" means the volume of space constituting a single complete Unit designed and intended for separate ownership and use in the Condominium as such space may be described on Exhibit B hereto, and all structures, if any, and improvements within such space.

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

(i) Co-owner or Owner means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one (1) or more Units in the Condominium. Developer is a Co-owner as long as Developer owns one (1) or more Units within the Project.

(j) Developer means Hills of Bogie Lake, L.L.C., a Michigan limited liability company, the Managing Member of which is Covington Properties, Inc., a Michigan corporation, whose address is 6022 West Maple Road, Suite 405, West Bloomfield, Michigan 48322, and its respective successors or assigns, Keith Rogers, President. All development rights reserved to Developer herein are assignable in writing; provided, however, that conveyances of Units of Developer, including the conveyance of Units to a "successor developer" pursuant to Section 135 of the Act, shall not serve to assign Developer's development rights unless the instrument of conveyance expressly states.

(k) Development and Sales Period means the period beginning with the recording of this

Master Deed and ending one (1) year after the transfer of fee simple title by the Developer, or its successors and/or assigns, of all of the Condominium Units created within the Condominium to third party purchasers; provided, that for purposes of this definition, Developer's successors and/or assigns shall only include persons or entities that have acquired Units within The Hills of Bogie Lake in the course of operating a residential construction business.

(l) General Common Elements means the Common Elements other than the Limited Common Elements.

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

(n) Master Deed means this document to which the Bylaws and Condominium Subdivision Plan are attached as exhibits.

(o) Mortgagee means the named mortgagee or owner of any mortgage encumbering all or any portion of this Condominium.

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

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

(r) Residence means a residential dwelling together with an attached garage constructed within the perimeter of a Unit in accordance with the architectural and building specifications and use restrictions set forth in this Master Deed.

(s) Recreational Facilities means the pool, clubhouse, tennis courts, walkways and path system within the Condominium Project.

(t) Storm Water Drainage System means all facilities for storm water drainage, detention and retention, located within the Common Elements of the Condominium or shown as easements within individual Units as shown on Exhibit B, and including all items described in Article IV, Section (a), subsections 3, 4 and 5.

(u) Structure means any Residence, building, driveway, parking area, structure, dwelling, garage, shed, outbuilding, fence, wall, gazebo, hedge, in-ground swimming pool, or any other improvement of a permanent or substantial nature constructed within the perimeter of a Unit.

(v) Township means the Charter Township of Commerce, Oakland County, Michigan. Where Township approval is required under these documents it shall be granted by the Commerce Township Board of Trustees, or some other individual or Board delegated that responsibility by the Commerce Township Board of Trustees.

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

ARTICLE IV

COMMON ELEMENTS

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

(a) General Common Elements. The General Common Elements are:

(1) Land. The land and beneficial easements, if any, described in Article II hereof, including any parking areas, sidewalks, landscaped areas, open areas, cul-de-sacs, boulevard entranceways, designated wetlands and woodlands and storm drainage facilities, except to the extent any of the foregoing are designated herein or in the Condominium Subdivision Plan (the "Plan") as Limited Common Elements or are located within Units.

(2) Roads. The roads throughout the Condominium, designated on the Plan, so long as neither the Developer nor the Association has dedicated the roads to public use through the acceptance of such a dedication by the Oakland County Road Commission, or any other governmental entity. Developer intends to dedicate the roads in the Condominium to public use as soon as practical after the recordation of this Master Deed, the Developer has reserved the right and power to dedicate the roads pursuant to Article VII Section (b) of this Master Deed.

(3) Utilities. The storm water drainage system throughout the Condominium, including below-ground and above-ground systems, and the electrical, gas, water, sanitary sewer, storm sewer, telephone, plumbing and cable television, if any, networks or systems throughout the Condominium, including that contained within Units to the extent that the portion within the Unit is a main that also services other Units (leads connecting utility mains to Residences built within Units are not Common Elements). Some or all of the utility lines, systems, and mains described above may be owned by the local public authority or by the company that is providing the appurtenant service. Accordingly, such utility lines, systems and mains shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty with respect to the nature or extent of such interest, if any.

(4) Detention Basin. The detention basin area(s) as shown on the Plan.

(5) Easements. All beneficial utility and drainage easements.

(6) Entranceways. The improved entranceway(s), including lighting and street identification monuments located within or adjacent to corner Units.

(7) Mailboxes. Mailboxes and mailbox holders, except to the extent that any mailboxes or mail stations are the property of the United Postal Service.

(8) Other. Such other elements of the Condominium not herein designated as Limited Common Elements that are not enclosed within the boundaries of a Unit.

(b) Limited Common Elements. The Limited Common Elements are the areas, if any, depicted on the Plan as Limited Common Elements and are limited to the use of the Co-owners of the Units to which such Limited Common Elements are assigned on the Plan. There are currently no Limited Common Elements in the Condominium, but Developer has reserved the right to create Limited Common Elements in Article IX of this Master Deed.

(c) Responsibilities. The respective responsibilities for the maintenance, repair and replacement of all Common Elements shall be as follows:

(1) General Common Elements. The Association shall maintain, repair and replace all General Common Elements, and the expense thereof shall be assessed to the Co-owners in proportion to the Percentages of Value stated in Article VI hereof, subject to any provision of the Condominium Documents expressly to the contrary.

(2) Residences. It is anticipated that separate Residences will be constructed within the Units depicted on the Plan. The responsibility for, and the costs of maintenance, decoration, repair and replacement of the Residence and all other improvements within each Unit, including the septic tank and all other on-site sewage disposal systems, shall be borne by the Co-owner of the Unit that is served thereby; provided, however, that the structure, exterior color or appearance of any Residence and any other improvements within a Unit shall not be constructed or changed without prior written specific approval of such change from the Developer (and the Architectural Control Committee, as the case may be), as more fully set forth in Article VI of the Bylaws. The Residences and other improvements within each Unit shall conform in all respects to the architectural and building specifications and use restrictions provided in the Bylaws, this Master Deed, the rules and regulations, if any, of the Association and applicable ordinances of the municipality in which the Unit is located.

(3) Co-owner Responsibilities. Each Co-owner shall maintain, repair and replace all Limited Common Elements, if any, appurtenant to the Co-owner's Unit. In connection with any amendment made by the Developer pursuant to Article IX hereof, Developer may designate additional Limited Common Elements that are to be maintained, decorated, repaired and replaced at the Co-owner's expense or, in proper cases, at the Association's expense.

(4) Damage to Common Elements. The cost of repair of damage to a Common Element caused by a Co-owner, or family member or invitee of a Co-owner, shall be assessed against the Co-owner.

(d) Roads. The Association shall be responsible for snow removal from the dedicated roads and entrances and exits (and sidewalks, if any) located within the Condominium unless responsibility

for this activity is undertaken by the Road Commission for Oakland County. Each Co-owner shall be responsible for maintaining, at his or her expense, the portion of the sidewalks and driveways, if any, bordering such Unit that are adjacent to the roadway curb and any landscape or lawn area between the paved road surface and the boundary line of the Co-owner's Unit.

(e) Storm Drainage; Township Rights. The costs of maintenance, repair, and replacement of the Storm Water Drainage System (as defined in Article III, Section (t), above, shall be borne by the Association. In the event the Association fails to provide adequate maintenance, repair or replacement of the storm sewer system, the Township may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies in maintenance, repair or replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the Township may enter onto any part of the Condominium Project as needed and undertake such maintenance, repair or replacement (but is not obligated to do so) and the costs thereof, plus a twenty-five (25%) percent administrative fee, may be assessed against the Association or the Co-owners and collected as a special assessment on the next annual Township tax roll.

(f) Condominium Roads; Township Rights. Until dedication, it is the Association's responsibility to inspect and to perform preventative maintenance of the Condominium roadways on a regular basis in order to maximize their useful life and to minimize repair or replacement costs. In the event that the Association fails to provide adequate maintenance, repair or replacement of the aforementioned roadways prior to dedication, the Township may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies in maintenance, repair or replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the Township may enter onto any part of the Condominium Project as needed and undertake such maintenance, repair or replacement (but is not obligated to do so) and the costs thereof, plus a twenty-five (25%) percent administrative fee, may be assessed against the Association and/or the Co-owners and collected as a special assessment on the next annual Township tax roll.

ARTICLE V

USE OF PREMISES

Each Unit shall only be used for residential purposes. All Residences, Structures and other improvements constructed in the Unit shall comply with the terms, provisions and conditions of this Master Deed and the Condominium Bylaws. No person shall use any Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner that will interfere with or impair the rights of any other Co-owner in the use and enjoyment of the Condominium.

ARTICLE VI

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of 100 residential site Condominium Units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan as prepared by Sieber Keast

Engineering, Inc., a copy of which is attached hereto as Exhibit B. Each Unit shall include all that space contained within the Unit boundaries as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan. The percentage of value assigned to each Unit shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. The total percentage value of the Condominium is one hundred (100%) percent. Each Unit percentage of value shall be equal and shall be the number obtained by dividing one hundred (100%) percent by the number of Units included in the Condominium. The method and formula used by Developer to establish the foregoing percentages was to determine that the expenses incurred by the Association in connection with the Units should be approximately equal.

ARTICLE VII

EASEMENTS, RESTRICTIONS AND AGREEMENTS

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

(a) Easements Reserved to Developer. Developer (on its behalf and on behalf of its successors or assigns) hereby reserves permanent easements for ingress and egress over the roads and walks in the Condominium and permanent easements to use, tap into, enlarge or extend all roads, walks and utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, and any pumps, sprinklers or water retention areas, all of which easements shall be for the benefit of the Developer and any property adjacent to the Condominium Project that Developer (or Developer's successors and/or assigns) may currently own or own in the future, whether or not such adjacent property or properties are hereafter added to the Condominium. These easements shall run with the land in perpetuity. Developer has no financial obligation to support such easements, except that any Unit or platted lot using the roads, if such Unit or platted lot is not included within the Condominium, shall pay a pro rata share of the expense of maintenance, repair or replacement of the portion of the road that is used, which share shall be determined pro rata according to the total number of Units or platted lots using such portion of the road.

(b) Dedication of Project Roadways. Developer intends to, and by recordation of this Master Deed reserves the right and power to, dedicate all the roads in the Condominium to public use, and all persons acquiring any interest in the Condominium, including, without limitation, all Co-owners and mortgagees, shall be deemed irrevocably to have appointed Developer, its successors and/or assigns, as agent and attorney-in-fact to make such dedication and to act on behalf of all Co-owners and their mortgagees in any statutory or special assessment proceedings with respect to the dedicated roads. After certificates or occupancy are issued for one hundred (100%) percent of the Units in the Condominium, the foregoing rights and powers may be exercised by the Association.

(c) Special Assessment Districts. Upon approval by an affirmative vote of not less than fifty one (51%) percent of all Co-owners in number and in value, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant

to the provisions of applicable Michigan statutes providing for improvements financed by special assessments. In the event that a special assessment road project is established pursuant to applicable Michigan law, the collective costs assessable to the Condominium as a whole shall be borne equally by all Co-owners.

(d) Utility Easements. Developer also reserves the right and power to grant easements over, or dedicate portions of any of the Common Elements for utility, drainage, street, safety or construction purposes, and all persons acquiring any interest in the Condominium, including, without limitation, all Co-owners and mortgagees shall be deemed to have appointed Developer, and its successors and/or assigns, as agent and attorney-in-fact to make such easements or dedications. After certificates of occupancy are issued for one hundred (100%) percent of the Units that may be created in the Condominium, the foregoing right and power may be exercised by the Association.

(e) Maintenance of Encroachments. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors or construction deviations, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for as long as such encroachment exists and for maintenance thereof after rebuilding in the event of any destruction. There shall be permanent, non-exclusive easements to, through and over those portions of the Units and the land, Residences and improvements contained therein, for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, communications, telephone and cable television lines.

(f) Access Easements. There shall be easements to and in favor of the Association, and its officers, directors, agents and designees (and the Developer prior to the Transitional Control Date) in, on and over all Units for access to the Units and the exterior of each of the Residences and Limited Common Elements appurtenant thereto that are constructed within each Unit to conduct any activities authorized by this Master Deed or the Condominium Bylaws.

(g) Maintenance. The Developer, the Association and all public and private utility companies shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to develop, construct, market and operate any Units within the land described in Article II hereof, to fulfill its responsibilities for maintenance, repair and replacement of common amenities or improvements and also to fulfill any responsibilities of maintenance, repair, decoration or replacement that 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.

(h) Non-disturbance of Utility Easements. Easements for the construction, installation and maintenance of public utilities and for drainage facilities, are reserved as shown on the Condominium Subdivision Plan. Within all of the foregoing easements, unless approvals are obtained from Commerce Township and any other appropriate municipal authority, and except for the paving necessary for each Residence's driveway, no Structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems, or that may change, obstruct

or retard the flow or direction of water in and through drainage in the easements and retention areas, nor shall any change that may obstruct or retard the flow of surface water or be detrimental to the property of others, be made by the Co-owner in the finished grade of any Unit once established by the builder upon completion of construction of the Residence thereon. Further, the storm water retention areas shall not be filled with earth or debris in a manner that will reduce the volume available for the storage of storm water. The easement area of each Unit and all improvements appurtenant thereto shall be maintained (in a presentable condition continuously) by the Co-owner, except for damage to those improvements for which a public authority or utility company is responsible, including damage to electric, gas, and telephone distribution lines and facilities therein. Except as may be otherwise provided herein, each Co-owner shall maintain the surface area of easements within the Co-owner's Unit, keep weeds out, keep the area free of trash and debris, and take such action as may be necessary to eliminate or minimize surface erosion.

(i) Restrictions in Bylaws. The architectural and building specifications and use restriction set forth in Article VI of the Bylaws govern the development and use of each Unit in the Condominium, along with the provisions of this Master Deed and the Condominium Subdivision Plan. All improvements made within any Unit, including the construction of a Residence and any other Structure, and the use and occupancy thereof, shall comply fully with the architectural and building specifications and use restrictions established by Article VI of the Bylaws. The terms, provisions, restrictions and conditions of Article VI of the Bylaws are incorporated fully herein by this reference.

(j) Developer Rights Reserved. The Developer, on its behalf and on behalf of its successors and/or assigns, reserves an easement over, under and through the Project as necessary in connection with the construction, maintenance, repair, replacement, use and enjoyment of any Units and/or common amenities or improvements.

(k) Wetlands. The Project contains certain areas that have been designated as protected wetlands (the "Wetlands") and wetland common areas (the "Wetland Common Areas"). Private easements for Wetland preservation and Wetland Common Areas preservation are shown on the Condominium Subdivision Plan. The Wetlands and Wetland Common Areas are shown on the Condominium Subdivision Plan. As required by Township ordinances, and in accordance with the conditions imposed upon the Project by the Township in connection with final site plan approval, the Wetlands and Wetland Common Areas are deemed to be within a Conservation Easement in which no disturbance shall be permitted without the prior approval of the Developer, the Township and, if required by law, the Michigan Department of Environmental Quality, including, without limitation, construction activities, dredging, filling, planting and/or other types of modifications. Violation of this restriction may result in substantial civil and criminal penalties.

(l) Landscape Easement. The Developer reserves for itself and the Association, a perpetual easement over the Landscape ("Landscape Easement") as set forth on the Condominium Subdivision Plan, for the purpose of installing, maintaining and replacing landscaping adjacent to Bogie Lake Road, including, without limitation, the installation of a berm and trees, along with the installation of identification signage for the Condominium Project (the "Landscape Easement"). No Co-owner shall be permitted to make any improvements or alterations within the Landscape Easement, and the Developer and the Association will have an easement over Units 1 and 276, as necessary, to obtain access to the Landscape Easement.

(m) Bogie Lake Road. The Developer has created a perpetual easement over a portion of the area lying between the boundary of the Condominium Project and Bogie Lake Road for ingress, egress, utility purposes and landscaping purposes to and from Bogie Lake Road as shown on the Condominium Subdivision Plan.

(n) Township Rights. Notwithstanding any other provision contained in this Master Deed, the following easements, licenses, rights and privileges are granted to the Township and its officers, employees and agents, and its successors, assigns, and transferees with respect to the Condominium Project. These easements, licenses, rights and privileges shall not be modified or rescinded without the express written permission of the Township.

(1) The Township, its officers, employees, agents, contractors, and designated representatives are granted a permanent non-exclusive easement for the unrestricted use of all roads, walkways or pathways, utility easements, common elements, and limited common elements for the purpose of ingress, egress, inspection for public purposes, access to utility easements, including, but not limited to, water sanitary sewer, storm water sewer, electric, gas and communications easements.

(2) The Township, its officers, employees, agents, contractors, and designated representatives are granted a permanent non-exclusive easement over, under and across all roads, walkways or pathways, utility easements, common elements, and limited common elements for the purpose of development, establishment, construction, extension, relocation, maintenance, repair, replacement, and removal of utilities in any size, form, shape, or capacity, including, but not limited to, water, sanitary sewer, storm water sewer, electric, gas and communications utilities.

(3) The Township, its officers, employees, agents, contractors, and designated representatives are granted a permanent non-exclusive easement over the common elements, limited common elements and units, to the extent necessary, to install, maintain repair, replace, or remove machinery or equipment connected to the public sewer system or public water system, including, but not limited to, grinder pumps and valves.

(4) The Township shall have the right to sell, assign, transfer, and convey these easements to any other governmental unit.

(5) No Co-owner in the Condominium shall build or convey to others the permission to build any permanent structures on the easements granted to the Township hereunder.

(6) No Co-owner in the Condominium shall build or place on the area covered by the easement any other type of structure, fixtures or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually, or threaten to, impair, obstruct, or adversely affect the rights of the Township under the foregoing easements.

(7) All Co-owners in the Condominium release the Township and its successors,

assigns, and transferees, from any and all claims or damages in any way arising from, or incident to, the construction and maintenance of the easements granted to the Township hereunder or otherwise arising from, or incident to, the exercise by the Township of its rights under the foregoing easements, and all Co-owners covenant not to sue the Township for any such damages

ARTICLE VIII

AMENDMENTS

This Master Deed and any Exhibit hereto may be amended in the following manner:

(a) Developer and Association. Amendments to this Master Deed may be made and recorded by the Developer or by the Association.

(b) Consent of Co-owners and Mortgagees. If any amendment will materially change the rights of the Co-owners or mortgagees, then such amendment requires the consent of not less than two-thirds (2/3) in value of the votes of the Co-owners and mortgagees of the Units (unless a greater majority is specified in the Condominium Bylaws). A mortgagee shall have one (1) vote for each mortgage held.

(c) Developer's Right to Amend. Notwithstanding subparagraph (b) above, but subject to the limitation of subparagraph (d) below as provided under Section 90(1) of the Act, Developer reserves the right to amend this Master Deed or any of its Exhibits for any of the following purposes without the consent of Co-owners or mortgagees:

(1) To delete unsold Units and to modify the locations, types and sizes of unsold Units and the General and/or Limited Common Elements adjoining or appurtenant to such unsold Units;

(2) To amend the Condominium Bylaws, subject to any restrictions on amendments stated therein;

(3) To correct arithmetic errors, typographical errors, survey errors or any similar errors in the Master Deed, Condominium Bylaws or the Condominium Subdivision Plan;

(4) To clarify or explain the provisions of the Master Deed or its exhibits;

(5) To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency, or any financing institution providing or proposing to provide a mortgage on any Unit, or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Unit;

(6) To convert the Convertible Areas of the Condominium and to redefine Common Elements and Units and adjust percentages of value in connection therewith;

(7) To expand the Condominium and to redefine Common Elements and adjust percentages of value in connection therewith, and to make any other amendment expressly permitted by this Master Deed;

(8) To make, define or limit easements affecting the Condominium;

(9) To record an “as-built” Condominium Subdivision Plan and/or Consolidating Master Deed;

(10) To amend the description of land included in the Condominium as set forth in Article II of this Master Deed, and on the Plan, in the event the roads in the Condominium are dedicated to public use to the Oakland County Road Commission or any other governmental agency, or to comply with the requirements of any governmental agency; provided, however, that no such amendment may alter the size of any Unit without the consent of the Co-owner and mortgagee of the affected Unit; and

(11) To amend the description of land included in the Condominium as set forth in Article II of this Master Deed and on the Plan, in the event the Developer elects to exercise the rights reserved in Articles IX, X and XIII below to convert, withdraw or add certain areas designated as Units, Limited or General Common Elements of the Condominium.

(d) Limitation on Amendments. Notwithstanding any other provisions of this Article, the method or formula used to determine the percentages of value for Units in the Condominium as described above, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit to others, may not be modified without the consent of each affected Co-owner and mortgagee. A Co-owner’s Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner’s consent. The Association may make no amendment that materially changes the rights of Developer without the written consent of the Developer as long as the Developer owns any Units in the Condominium.

(e) Township Approval. No amendment to this Master Deed will conflict with the Commerce Township ordinances or conditions of approval for the Condominium Project. Without limitation, the following sections of the Master Deed may not be amended without the specific approval of the Township: Article II (Legal Description), Article IV, subsections (e) and (f), Article VII, subsections (c), (h), (k) and (n), Article VIII, subsection (e), Article IX, subsection (b), Article X, subsection (b), Article XII, subsection (e) and Article XIV. Without limitation, the following sections of the Bylaws may not be amended without the specific approval of the Township: Article VI, Section 2B, subsections 9, 19, 25 and 36, Article VI, Section 2C, subsection (1) and Article XVII, Section 7. Whether or not the Township approval is required, any amendment to the Master Deed shall be delivered to the Township within thirty (30) days of recording at the office of the Oakland County Register of Deeds.

(f) Emergency Access Easement. There shall exist for the benefit of the Township or any emergency service agency and the United States Postal Service, an easement over all roads in the Condominium to the extent the roads remain private, for use by the Township and/or emergency vehicles. Said easements shall be for purposes of ingress and egress to provide, without limitation, fire

and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public.

ARTICLE IX

CONVERTIBLE AREA

(a) Convertible Areas. The Developer reserves the following rights as provided under Section 31 of the Act. The Common Elements and all Units have been designated on the Condominium Subdivision Plan as Convertible Areas within which the Units and Common Elements may be modified and within which Units may be expanded, moved, deleted and created as provided in this Article. The Developer reserves the right, but not the obligation, to convert the Convertible Areas.

(b) Change in Number of Units. The Developer reserves the right, in its sole discretion, subject to Township approval, during a period ending six (6) years from the date of recording this Master Deed, to modify the size, location, and configuration of any Unit that it owns in the Condominium, and to make corresponding changes to the Common Elements, subject to the requirements of local ordinances and building authorities. The changes could include (by way of illustration and not limitation) the deletion of Units from the Condominium and the substitution of General and/or Limited Common Elements. Based on the currently approved site plan for the Project, the maximum number of units in the Condominium may not exceed 276, subject to the Developer's right to amend the site plan if permitted by Commerce Township.

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

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

(e) Amendment of Master Deed. All modifications to Units and Common Elements made pursuant to this Article shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article VI hereof shall be proportionately readjusted if the Developer deems it to be necessary in order to preserve a total value of one hundred (100%) percent for the entire Condominium resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method and formula described in Article VI of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General and Limited Common Elements as may be modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article.

ARTICLE X

CONTRACTION OF CONDOMINIUM

(a) Dedication of Roads and Withdrawal of Land. As of the date this Master Deed is recorded, the Developer intends to dedicate to the public use of the roads and road right-of-ways shown on the Condominium Subdivision Plan. Developer therefore reserves the right to withdraw from the Condominium that portion of the land described in Article II that consists of the Condominium roads and road right-of-ways as the same are shown on the Condominium Subdivision Plan. At the option of the Developer, within a period ending no later than six (6) years from the date of recording this Master Deed, the land included in the Condominium may be contracted to withdraw from the Condominium roads and road right-of-ways dedicated to public use.

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

(c) No Restriction. Apart from satisfying any governmental conditions with respect to dedication of the roads and road right-of-ways, there are no restrictions as to Developer's right to contract the Condominium as provided in this Article.

(d) Contraction of Project. Developer unconditionally reserves the right to contract the Condominium, subject to Township approval, by withdrawing from the Condominium any portion of the land described in Article II or land which may later be added under Article XIII below except for Units 1 and 54, which must be built that is designated in this Master Deed as a General or Limited Common Element, or a Unit, when and if Developer in its sole discretion determines the development of

the Condominium would be best served by so contracting the Condominium.

(e) No Consent Required. The consent of any Co-owner shall not be required to contract the Condominium or to dedicate the roads and road right-of-ways to public use. All of the Co-owners and mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction. All such interested persons irrevocably appoint the Developer, or its successors and/or assigns, as agent and attorney-in-fact for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits thereto, and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to dedicate the roads and road right-of-ways in the Condominium to public use and/or to contract the Condominium as herein provided. These provisions give notice to all Co-owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

(f) Township Approved. Subject to the approval rights of the Township, the Developer reserves to itself and its successors and assigns all rights to withdraw land provided under Section 67(3) of the Act.

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 the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Oakland County Register of Deeds

ARTICLE XII

SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

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

Section 1. By Developer. Until the First Annual Meeting, Developer reserves the sole right (without the consent of any other Co-owner or any mortgagee of any Unit), to take the following actions:

(a) Subdivide Units. Subdivide or re-subdivide any Units that it owns and in connection therewith to install utility conduits and connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by the Developer as General or Limited Common Elements; such installation shall not disturb any utility connections serving Units other than temporarily. Such subdivision or re-subdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors and/or assigns.

(b) Consolidate Contiguous Units. Consolidate under single ownership two (2) or more Units. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors and/or assigns.

(c) Relocate Boundaries. Relocate any boundaries between adjoining Units, separated only by Unit perimeters or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors and/or assigns.

(d) Amendments to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium 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.

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

Section 2. Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries as described in this Article.

ARTICLE XIII

EXPANSION OF CONDOMINIUM

(RE-INCORPORATION OF LAND WITHDRAWN)

Section 1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed contains 100 Units and is to be a single phase Condominium Project. As

provided under Section 33 of the Act the Developer reserves the right to add all or part of any of the land described in this Article XIII, Section 1 to the Condominium and to create additional Units and Common Elements on the land. This land and any land withdrawn will be deemed an "area of future development."

Part of the Northeast 1/4 of Section 4, Town 2 North, Range 8 East, Commerce Township and part of the Southeast 1/4 of Section 33, Town 3 North, Range 8 East, White Lake Township, Oakland County, Michigan, being more particularly described as commencing at the Northeast corner of said Section 4; thence South 00°03'26" East, 2886.34 feet measured (South 00°04'15" East, 2887.65 feet record) along the East line of said Section 4; thence South 89°43'26" West, 2689.12 feet measured (South 89°44'30" West, 2689.86 feet record) along the East and West 1/4 line of said Section 4; thence North 01°06'18" East, 1324.80 feet measured (North 01°06'26" East, 1325.27 feet record) along the East line of "Carla Hills Subdivision No. 3", as recorded in Liber 158 of Plats, Pages 24 and 25, Oakland County Records; thence North 89°39'22" East, 231.65 feet record, along the South line of "Bogie Lake Estates No. 2", as recorded in Liber 219 of Plats, Pages 9 through 13, Oakland County Records; thence North 17°00'00" West, 473.55 feet, record along the East line of said "Bogie Lake Estates No. 2"; thence North 04°35'00" West, 1125.00 feet, along the East line of said "Bogie Lake Estates No. 2"; thence North 89°56'37" East, 1598.27 feet, along the South line of "Bogie Lake Estates No. 1", as recorded in Liber 212, Pages 26 and 27, Oakland County Records; thence South 89°51'55" East, 1059.10 feet, to the POINT OF BEGINNING. All of the above containing 174.333 acres. All of the above being subject to easements, restrictions, and right-of-ways of record.

Excepting any land described in Article II, above.

Section 2. Incorporation of Land or Units. Any other provisions of this Master Deed notwithstanding, within a period ending no later than six (6) years from the date of recording this Master Deed, any portion of the area of future development (including land withdrawn under Article X) may be incorporated into the Project and Units may be constructed thereon. The location, nature, and design of all such Units as may be constructed thereon shall be determined by the Developer in its sole discretion, subject only to approval by the Township. All such improvements shall be reasonably compatible with the existing improvements in the Project as determined by the Developer in its sole discretion. No Unit shall be created within the area of future development that is not restricted exclusively for residential use.

Section 3. Expansion Not Mandatory. Nothing herein contained shall in any way obligate the Developer to incorporate the area of future development into the Condominium Project. The Developer may, in its discretion, establish all or a portion of the area of future development as a rental development, a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to incorporate into the Condominium Project all or any portion of the area of future development described in this Article, nor is there any obligation to incorporate portions thereof in any particular order, nor to construct particular improvements thereon in any specific location.

Section 4. Township Approval. Any such expansion of the Condominium Project shall be subject to the approval of Commerce Township.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Notwithstanding any other provision contained in this Master Deed, the following provision is included for the benefit of the Township and shall not be modified or rescinded without the express written consent of the Township. This provision shall not be deemed to diminish or impair direct grants of easements, licenses, rights, and privileges given to the Township elsewhere in the Master Deed.

(a) The Developer, prior to relinquishing control to the Association, and the Association thereafter, shall be empowered and obligated to grant such easements, licenses, dedications, right-of-entry, and rights-of-way over, under, and across the Condominium Project for construction of utilities, ingress and egress, or such other purposes as may be deemed necessary by the Township, without the consent of individual Co-owners. This reservation of power includes the right to amend this Master Deed, if necessary, for the purposes set forth in this provision.

(b) The Township shall have the right, but not the obligation, to repair and maintain all easements in the Condominium Project. If it is necessary for the Township to repair or maintain any easement within the Condominium Project, the costs of repair or maintenance shall be prorated among all Co-owners in the Condominium Project. The Township shall bill such persons shown by the Assessment records of the Township to be the owners of said units at such time as the Township shall find convenient and expedient. The Township may add to the actual cost of repair or maintenance a sum not to exceed twenty-five percent (25%) thereof, to cover the administrative costs associated with the undertaking. All costs not paid shall bear interest at the rate of three-quarters (3/4) of one percent (1%) per month until paid. The lien may be enforced by the Township in the same manner as provided by law for enforcement of delinquent special assessments.

(c) The Association shall not be terminated without the consent of the Township.

(d) Any provision of the Condominium Documents to the contrary notwithstanding, no provision of the Condominium Documents that grants any right of approval or other right to the Township shall be amended or revoked without the consent of the Township, its successors, and assigns.

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

DEVELOPER:

HILLS OF BOGIE LAKE, L.L.C., a
Michigan limited liability company

By: COVINGTON PROPERTIES, INC., a
Michigan corporation,
Managing Member

By: _____
Lawrence Cohen, President

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of March, 2003, by Lawrence Cohen, President of Covington Properties, Inc., a Michigan corporation and Managing Member of Hills of Bogie Lake, L.L.C., a Michigan limited liability company, on behalf of the company.

, Notary Public
Oakland County, Michigan
My commission expires: _____

Drafted by and when recorded return to:

Gregory J. Gamalski, Esquire
Maddin, Hauser, Wartell, Roth & Heller, P.C.
28400 Northwestern Highway
Third Floor - Essex Centre
Southfield, Michigan 48034
(248) 827-1893

AMMENDMENTS TO THE MASTER DEED

AMMENDMENTS TO THE MASTER DEED ARE DESCRIBED AND INCLUDED BELOW. ALL MODIFICATIONS TO THE EXISTING MASTER DEED AS DESCRIBED BELOW HAVE BEEN INCORPORATED WHERE POSSIBLE. ALL INCORPORATIONS ARE HIGHLIGHTED IN THE ABOVE MASTER DEED. ALL ADDITIONS NOT INCORPORATED IN THE MASTER DEED ABOVE ARE HIGHLIGHTED IN THE AMMENDMENTS BELOW.

Consolidated Copy

FIRST AMENDMENT TO THE MASTER DEED
OF THE HILLS OF BOGIE LAKE CONTAINS THE ASSOCIATION BYLAWS AND IS
CONCIDERED “EXHIBIT A” AND IS AN ATTACHMENT TO THIS DOCUMENT.

Consolidated Copy

SECOND AMENDMENT TO THE MASTER DEED
OF THE HILLS OF BOGIE LAKE

This Second Amendment to the Master Deed of The Hills of Bogie Lake ("Second Amendment") is made and executed on this 13 day of **February**, 2004, by Hills of Bogie Lake, L.L.C., a Michigan limited liability company (the "Developer"), whose address is 6022 W. Maple Road, Suite 405, West Bloomfield, Michigan 48322. in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the "Act").

RECITALS

1 Developer recorded the Master Deed for The Hills of Bogie Lake on March 21, 2003, Liber 28465, Pages 404 through 486, Oakland County Records, Oakland County Condominium Subdivision Plan No. 1521.

2 Developer recorded a First Amendment to the Master Deed of the Hills of Bogie Lake on November 3, 2003, Liber 31335, Pages 008 through 052, Oakland County Records.

3 Pursuant to the rights reserved to the Developer under Article VIII, (c) (3) of the Master Deed, the Developer may amend the Master Deed for The Hills of Bogie Lake.

NOW, THEREFORE, the Developer does, upon the recording of this Second Amendment, amend the Master Deed as set forth below.

1. Article VI, Section 2(B)(12) of Exhibit A of the Master Deed (the Bylaws) is hereby deleted in its entirety and replaced with the following:

“(12) No signs, including signs of any architect, builder, contractor, landscaper, landscape architect or any other signs shall be erected or maintained on any Unit except as follows:

(a) During the construction of a Residence, a sign may be erected so as to identify the Unit number, but only if the Developer provides written authority for the erection of the sign. The Developer may withhold such authority for the erection of the sign in its sole discretion. The size, location, color and content of any sign permitted by the Developer shall be as specified by the Developer from time to time and shall include the Developer’s logo.

(b) A street address sign may be erected in connection with the construction of a Residence on a Unit, but only if the Developer provides written authority for the erection of the sign. The Developer may withhold such approval for the erection of the sign, in its sole discretion, unless the same is required by Commerce Township. The size, content, location and color of the sign shall be as specified by the Developer from time to time.

(c) Nothing in these Bylaws shall prevent a Co-owner from displaying a single United States flag of a size not greater than three (3’) feet by

five (5') feet anywhere on the exterior of the Residence constructed within his Unit.

(d) A Co-owner may display a "for rent" or "for sale" sign in the front yard of a Unit, provided that such sign shall be no larger than twenty four (24) inches by thirty six (36) inches."

This Second Amendment is made and executed on the date set forth and shall be effective upon recording. Except as set forth in this Second Amendment, the Master Deed and Bylaws as originally recorded are confirmed, ratified and re-declared.

DEVELOPER:

HILLS OF BOGIE LAKE, L.L.C., a
Michigan limited liability company

By: COVINGTON PROPERTIES, INC., a
Michigan corporation,
Managing Member

By: _____
Lawrence Cohen, President

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 13 day of **February**, 2004, by Lawrence Cohen, President of Covington Properties, Inc., a Michigan corporation and Managing Member of Hills of Bogie Lake, L.L.C., a Michigan limited liability company, on behalf of the company.

, Notary Public
Oakland County, Michigan
My commission expires: _____

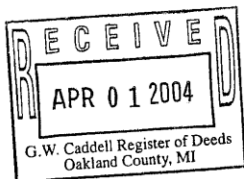
Drafted by and when recorded return to:

Gregory J. Gamalski, Esquire
Maddin, Hauser, Wartell, Roth & Heller, P.C.
28400 Northwestern Highway
Third Floor - Essex Centre
Southfield, Michigan 48034
(248) 827-1893
458968

THIRD AMENDMENT TO MASTER DEED

Original not available

LIBER 32662 PG 108



165470
LIBER 32662 PAGE 108
\$13.00 MISC RECORDING
\$4.00 REMUNERATION
04/01/2004 03:38:48 P.M. RECEIPT# 42669
PAID RECORDED - OAKLAND COUNTY
G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

**THIRD AMENDMENT TO THE MASTER DEED
OF THE HILLS OF BOGIE LAKE**

This Third Amendment to the Master Deed of The Hills of Bogie Lake ("Third Amendment") is made and executed on this 29th day of March, 2004, by Hills of Bogie Lake, L.L.C., a Michigan limited liability company (the "Developer"), whose address is 6022 W. Maple Road, Suite 405, West Bloomfield, Michigan 48322. in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the "Act").

RECITALS

1 Developer recorded the Master Deed for The Hills of Bogie Lake on March 21, 2003, Liber 28465, Pages 404 through 486, Oakland County Records, Oakland County Condominium Subdivision Plan No. 1521.

2 Developer recorded a First Amendment to the Master Deed of the Hills of Bogie Lake on November 3, 2003, Liber 31335, Pages 008 through 052, Oakland County Records.

3 Developer recorded a Second Amendment to the Master Deed of the Hills of Bogie Lake on February 20, 2004, Liber 32262, Page 589, Oakland County Records.

4 Pursuant to the rights reserved to the Developer under Article VIII(c)(3) of the Master Deed, the Developer may amend the Master Deed for The Hills of Bogie Lake.

17-04-226-000ent

NOW, THEREFORE, the Developer does, upon the recording of this Third Amendment, amend the Master Deed as set forth below.

1. Section 2(B)(45) as set forth below is added to the Bylaws:

"(45) The General Common Elements shall not be graded without the prior approval of Commerce Township."

O.K. - LG

This Third Amendment is made and executed on the date set forth and shall be effective upon recording. Except as set forth in this Third Amendment, the Master Deed and Bylaws as originally recorded are confirmed, ratified and re-declared.

DEVELOPER:

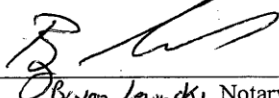
HILLS OF BOGIE LAKE, L.L.C., a
Michigan limited liability company

By: COVINGTON PROPERTIES, INC., a
Michigan corporation,
Its: Managing Member

By: 
Lawrence Cohen, President

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 29 day of March, 2004, by Lawrence Cohen, President of Covington Properties, Inc., a Michigan corporation and Managing Member of Hills of Bogie Lake, L.L.C., a Michigan limited liability company, on behalf of the limited liability company.


Bryan Lowski, Notary Public
Oakland County, Michigan
My commission expires: 12/6/2006

Drafted by and when recorded return to:

Gregory J. Gamalski, Esquire
Maddin, Hauser, Wartell, Roth & Heller, P.C.
28400 Northwestern Highway
Third Floor - Essex Centre
Southfield, Michigan 48034
(248) 827-1893
466511

FOURTH AMENDMENT TO MASTER DEED

THE HILLS OF BOGIE LAKE

HILLS OF BOGIE LAKE, L.L.C., a Michigan limited liability company, whose address is 6022 West Big Beaver Road, Suite 405, West Bloomfield, Michigan 48322 ("Developer"), is the developer of The Hills of Bogie Lake, a condominium project in Oakland County, Michigan (the "Condominium"), established pursuant to the Master Deed recorded on March 21, 2003, in Liber 28465, Pages 404 through 486, Oakland County Records (the "Master Deed"), and known as Oakland County Condominium Subdivision Plan No. 1521, as amended by the First Amendment to Master Deed recorded on November 3, 2003, in Liber 31335, Pages 008 through 052, Oakland County Records (the "First Amendment"), and by the Second Amendment to Master Deed recorded on February 20, 2004, in Liber 32662, Pages 589 through 590, Oakland County Records (the "Second Amendment"), and by Third Amendment to Master Deed recorded on April 1, 2004, in Liber 32662, Pages 108 through 109 (the "Third Amendment"). The Developer hereby executes this Fourth Amendment to Master Deed with respect to the Condominium (the "Fourth Amendment") for the purpose of adding land and creating additional Unit Nos. 101 through 279. Upon the recordation of this Fourth Amendment with the Oakland County Register of Deeds, the Master Deed shall be amended as follows:

1. Land Added. The following parcel of land shall be added to the Condominium Project:

LEGAL DESCRIPTION (PHASES 2, 3, AND 4)

Part of the Northeast 1/4 of Section 4, Town 2 North, Range 8 East, Commerce Township, Town 3 North, Range 8 East, White Lake Township, Oakland County, Michigan, being more particularly described as commencing at the Northeast corner of said Section 4; thence South 00°03'26" East, 1202.20 feet, along the East line of said Section 4, to the POINT OF BEGINNING; thence South 00°03'26" East, 1684.10 feet, along the East line of said Section 4; thence South 89°43'26" West, 2689.12 feet measured (South 89°44'30" West, 2689.86 feet record) along the East and West 1/4 line of said Section 4; thence North 01°06'18" East, 1324.80 feet measured (North 01°06'26" East, 1325.27 feet record) along the East line of "Carla Hills Subdivision No. 3", as recorded in Liber 158 of Plats, Pages 24 and 25, Oakland County Records; thence North 89°39'22" East, 231.65 feet record, along the South line of "Bogie Lake Estates No. 2", as recorded in Liber 219 of Plats, Pages 9 through 13, Oakland County Records; thence North 17°00'00" West, 473.55 feet, record along the East line of said "Bogie Lake Estates No. 2"; thence North 04°35'00" West, 1125.00 feet, along the East line of said "Bogie Lake Estates No. 2"; thence North 89°56'37" East, 263.42 feet, along the North line of said Section 4, and along the South line of "Bogie Lake Estates No. 1", as recorded in Liber 212, Pages 26 and 27, Oakland County Records, to the South 1/4 of said Section 33; thence North 89°56'37" East, 235.09 feet, along the South line of said "Bogie Lake Estates No. 1"; thence South 02°54'32" West, 412.08 feet; thence South 42°21'28" East, 580.88 feet; thence South 46°02'52" West, 248.79 feet; thence North 84°41'57" West, 60.00 feet; thence 46.28 feet along a curve to the left, said curve having a radius of 260.00 feet, a central angle of 10°11'56", and a chord bearing and distance of South 00°12'05" West, 46.22 feet; thence South 67°42'10" West, 163.84 feet; thence South 24°08'18" East, 122.41 feet; thence North 49°09'32" East, 30.16 feet; thence South 40°50'28" East, 140.00 feet; thence South 34°07'20" East, 60.41 feet; thence South 40°50'28" East, 160.00 feet; thence South 27°38'20" East, 180.17 feet; thence South 84°15'09"

East, 349.54 feet; thence North 86°44'59" East, 131.21 feet; thence South 66°53'22" East, 103.48 feet; thence North 85°34'41" East, 149.05 feet; thence North 55°38'12" East, 422.27 feet; thence North 41°32'54" East, 157.55 feet; thence North 62°30'18" East, 168.24 feet; thence North 83°45'22" East, 186.68 feet; thence North 85°02'46" East, 60.00 feet; thence 38.34 feet along a curve to the right, said curve having a radius of 700.00 feet, a central angle of 03°08'19", and a chord bearing and distance of North 03°23'04" West, 38.34 feet; thence North 89°56'34" East, 225.70 feet, to the POINT OF BEGINNING. All of the above containing 104.106 acres. All of the above being subject to easements, restrictions, and right-of-ways of record.

2. Increase in Number of Units. The number of Units is increased from 100 to 279. The Units are numbered consecutively from 1 to 279 . The percentages of value remain equal and the total percentage of value is 100%.

3. Amended Sheets. Sheets 1 through 18, inclusive, of Replat No. 1 of the Condominium Subdivision Plan as attached to this Fourth Amendment to Master Deed, shall replace and supersede Sheets 1 through 18 of the Condominium Subdivision Plan as previously recorded.

4. New Sheets. New Sheets 19 through 42, inclusive, are incorporated in the Condominium Subdivision Plan by this Amendment.

5. Description. The description of the land set forth in Article II of the Master Deed as originally recorded shall be replaced and superseded by the description of the land set forth on Sheet 1 of Replat No. 1 attached.

In all respects, other than as amended above, the previously recorded Master Deed, as amended, including the Condominium Bylaws and Condominium Subdivision Plan, are hereby ratified, confirmed and re-declared.

HILLS OF BOGIE LAKE, L.L.C.,
a Michigan limited liability company

By: COVINGTON PROPERTIES, INC.,
a Michigan corporation
Managing Member

By: _____
Lawrence Cohen
President

Acknowledged before me in Oakland County, Michigan, on December 2, 2004, by Lawrence Cohen, President of Covington Properties, Inc., a Michigan corporation, Managing Member of HILLS OF BOGIE LAKE, L.L.C., a Michigan limited liability company, for the company.

Notary's Stamp

(NOTARY NAME, COUNTY, ACTING IN COUNTY AND DATE COMMISSION EXPIRES)

Notary's Signature

Notary Public, _____ County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: _____

Drafted By and When Recorded Return To:

Gregory J. Gamalski, Esq.
Cox, Hodgman & Giarmarco, P.C.
101 West Big Beaver Road,
Tenth Floor Columbia Center
Troy, Michigan 48084-5280

FIFTH AMENDMENT TO MASTER DEED

THE HILLS OF BOGIE LAKE

HILLS OF BOGIE LAKE, L.L.C., a Michigan limited liability company, whose address is 6022 West Big Beaver Road, Suite 405, West Bloomfield, Michigan 48322 (“Developer”), is the developer of The Hills of Bogie Lake, a condominium project in Oakland County, Michigan (the “Condominium”), established pursuant to the Master Deed recorded on March 21, 2003, in Liber 28465, Pages 404 through 486, Oakland County Records (the “Master Deed”), and known as Oakland County Condominium Subdivision Plan No. 1521, as amended by the First Amendment to Master Deed recorded on November 3, 2003, in Liber 31335, Pages 008 through 052, Oakland County Records (the “First Amendment”), and by the Second Amendment to Master Deed recorded on February 20, 2004, in Liber 32662, Pages 589 through 590, Oakland County Records (the “Second Amendment”), and by Third Amendment to Master Deed recorded on April 1, 2004, in Liber 32662, Pages 108 through 109, Oakland County Records (the “Third Amendment”), and the Fourth Amendment to Master Deed recorded on December 14, 2004, in Liber 34587, Pages 774 through 818, Oakland County Records (the “Fourth Amendment”)(collectively, the “Master Deed”). The Developer hereby executes this Fifth Amendment to Master Deed with respect to the Condominium (the “Fifth Amendment”) for the purpose of moving a 30-foot drainage easement off of Unit 110, and correcting errors on the Exhibit B Condominium Plans. Upon the recordation of this Fifth Amendment with the Oakland County Register of Deeds, the Master Deed shall be amended as follows:

1. Amended Sheets. Amended Sheets 1-2, 11-14, 21, 30, and 33 of the Condominium Subdivision Plan as attached to this Fifth Amendment to Master Deed shall replace and supersede Sheets 1-2, 11-14, 21, 30, and 33 of the Condominium Subdivision Plan as previously recorded.

[signature page next]

In all respects, other than as amended above, the previously recorded Master Deed, as amended, including the Condominium Bylaws and Condominium Subdivision Plan, are hereby ratified, confirmed and re-declared.

HILLS OF BOGIE LAKE, L.L.C.,
a Michigan limited liability company

By: COVINGTON PROPERTIES, INC.,
a Michigan corporation
Managing Member

By: _____
Lawrence Cohen
President

Acknowledged before me in Oakland County, Michigan, on ~~December~~ **September 12, 2005**
~~2004~~, by Lawrence Cohen, President of Covington Properties, Inc., a Michigan corporation, Managing
Member of HILLS OF BOGIE LAKE, L.L.C., a Michigan limited liability company, for the company.

Notary's Stamp

(NOTARY NAME, COUNTY, ACTING IN COUNTY AND DATE COMMISSION EXPIRES)

Notary's Signature

Notary Public, _____ County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: _____

Drafted By and When Recorded Return To:

Kevin M. Nalu, Esq.
Cox, Hodgman & Giarmarco, P.C.
101 West Big Beaver Road,
Tenth Floor Columbia Center
Troy, Michigan 48084-5280

W:\Clients\Cohen & Associates\085394.001 The Hills of Bogie Lake\Docs\Fifth Amendment To Master Deed V01 050908.doc

SIXTH AMENDMENT TO MASTER DEED

THE HILLS OF BOGIE LAKE

HILLS OF BOGIE LAKE, L.L.C., a Michigan limited liability company, whose address is 6022 West Big Beaver Road, Suite 405, West Bloomfield, Michigan 48322 (“Developer”), is the developer of The Hills of Bogie Lake, a condominium project in Oakland County, Michigan (the “Condominium”), established pursuant to the Master Deed recorded on March 21, 2003, in Liber 28465, Pages 404 through 486, Oakland County Records (the “Master Deed”), and known as Oakland County Condominium Subdivision Plan No. 1521, as amended by the First Amendment to Master Deed recorded on November 3, 2003, in Liber 31335, Pages 008 through 052, Oakland County Records (the “First Amendment”), and by the Second Amendment to Master Deed recorded on February 20, 2004, in Liber 32662, Pages 589 through 590, Oakland County Records (the “Second Amendment”), and by the Third Amendment to Master Deed recorded on April 1, 2004, in Liber 32662, Pages 108 through 109, Oakland County Records (the “Third Amendment”), and by the Fourth Amendment to Master Deed recorded on December 14, 2004, in Liber 34587, Pages 774 through 818, Oakland County Records (the “Fourth Amendment”), and by the Fifth Amendment to Master Deed recorded on September 26, 2005, in Liber 36321, Pages 601 through 611, Oakland County Records, (the “Fifth Amendment”) (collectively, the “Master Deed”). The Developer hereby executes this Sixth Amendment to Master Deed with respect to the Condominium (the “Sixth Amendment”) for the purpose of allowing aluminum or vinyl siding to be used in the construction of homes within the Condominium under the Exhibit A Condominium Bylaws, pursuant to rights reserved to the Developer under Article XVII, Section 4 of the Condominium Bylaws, and Section 90 of the Michigan Condominium Act. Upon the recordation of this Sixth Amendment with the Oakland County Register of Deeds, the Master Deed shall be amended as follows:

1. Amended Article VI, Section 2, Subsection (B)(4). Article VI, Section 2, Subsection B(4) of the Bylaws of the Condominium is deleted and replaced with the following:

(4) The exterior of all buildings must be a combination of brick or stone and wood as approved by the Developer, provided however, that Units 17, 145, 146, 184, and 205 may have vinyl exteriors.

In all respects, other than as amended above, the previously recorded Master Deed, as amended, including the Condominium Bylaws and Condominium Subdivision Plan, are hereby ratified, confirmed and re-declared.

HILLS OF BOGIE LAKE, L.L.C.,
a Michigan limited liability company

By: COVINGTON PROPERTIES, INC.,
a Michigan corporation
Managing Member

By: _____
Lawrence Cohen
President

Acknowledged before me in Oakland County, Michigan, on _____, 2006, by Lawrence Cohen, President of Covington Properties, Inc., a Michigan corporation, Managing Member of HILLS OF BOGIE LAKE, L.L.C., a Michigan limited liability company, for the company.

Notary's Stamp
(NOTARY NAME, COUNTY, ACTING IN COUNTY AND
DATE COMMISSION EXPIRES)

Notary's Signature
Notary Public, _____ County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: _____

Drafted By and When Recorded Return To:

Kevin M. Nalu, Esq.
Cox, Hodgman & Giarmarco, P.C.
101 West Big Beaver Road,
Tenth Floor Columbia Center
Troy, Michigan 48084-5280

Consolidated Copy

SEVENTH MENDMENT TO MASTER DEED

Original not available

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2010 JAN 11 PM 2:16

4905
LIBER 41756 PAGE 539
\$13.00 MISC RECORDING
\$4.00 REMONUMENTATION
01/11/2010 02:29:10 P.M. RECEIPT# 2192



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

**SEVENTH AMENDMENT TO THE MASTER DEED OF
THE HILLS OF BOGIE LAKE CONDOMINIUM**

THIS SEVENTH AMENDMENT TO THE MASTER DEED is made and executed on this 26th day of October, 2009, by Hills of Bogie Lake, L.L.C., a Michigan limited liability company, whose address is 4190 Telegraph Road, Suite 3300, Bloomfield Hills, MI 48302, (the "Developer"), represented herein by Richard A. Shapack, the authorized representative of The Hills of Bogie Lake L.L.C., who is fully empowered and qualified to act on behalf of the Developer in pursuance of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

WITNESSETH:

WHEREAS, Hills of Bogie Lake L.L.C., the Developer of The Hills of Bogie Lake Condominium, a condominium project established pursuant to the Master Deed thereof, recorded in Liber 28465, Pages 404 et seq., together with the First Amendment thereto recorded in Liber 31335, Pages 008 et seq., Second Amendment thereto recorded in Liber 31335, Pages 008 et seq., Third Amendment thereto recorded in Liber 32662, Pages 108 et seq., Fourth Amendment thereto recorded in Liber 34587, Pages 774 et seq., Fifth Amendment thereto recorded in Liber 36321, Pages 601 et seq., and Sixth Amendment thereto recorded in Liber 37316, Pages 180 et seq., Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 1521, desires to amend the Condominium Bylaws, Exhibit A to the Master Deed, pursuant to the authority granted by Article VIII, Section (c) of the Master Deed, for the purpose of enhancing the Association's remedies in the case(s) of violations of the Condominium Documents relative to the collection of its fees and costs.

The Master Deed shall be amended upon recording of this Amendment with the Register of Deeds for Oakland County, as required by Sections 90 and 73 of the Michigan Condominium Act (MCLA § 559.173, 559.190, MSA § 26.50(173), 26.50(190), as amended.

NOW, THEREFORE, the following changes are hereby made to The Hills of Bogie Lake Condominium Master Deed:

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R
2Photo

ARTICLE I OF AMENDMENT

Article XX, Section 1B of the Condominium Bylaws, Exhibit A to the Master Deed of The Hills of Bogie Lake Condominium, upon recording of this Amendment with the Office of the Register of Deeds for Oakland County, shall be amended to read as follows:

O.K. - RC

17-04-226-000 Ent

B. Recovery of Costs. Failure of a Co-owner and/or non Co-owner resident or guest to comply with the Condominium Documents shall entitle the Association to recover from such Co-owner or non Co-owner resident or guest the pre litigation and litigation costs and actual reasonable attorneys' fees incurred in obtaining their compliance with the Condominium Documents. In addition, in any proceeding arising because of an alleged default by any Co-owner, or in cases where the Association must defend an action brought by any Co-owner(s) or non-Co-owner resident or guest (regardless if the claim is original or brought as a defense, counterclaim, cross claim or otherwise), the Association, if successful, shall be entitled to recover from such Co-owner or non-Co-owner resident or guest, pre-litigation costs, the costs of the proceeding and actual attorney's fees (not limited to statutory fees), incurred in defense of any claim or in obtaining compliance or relief, but in no event shall any Co-owner or non Co-owner resident be entitled to recover such attorney's fees or costs against the Association.

ARTICLE II OF AMENDMENT

In all other respects, the Master Deed of The Hills of Bogie Lake Condominium, including the Condominium Bylaws attached thereto as Exhibit A and the Condominium Subdivision Plan, attached thereto as Exhibit B, as previously amended and recorded, are hereby ratified and confirmed.

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

HILLS OF BOGIE LAKE, L.L.C.,
a Michigan limited liability company

By: Richard A. Shapack
Richard A. Shapack
Its: Manager

STATE OF MICHIGAN }
 } ss
COUNTY OF OAKLAND }

On this 11th day of January, 2010, the foregoing Seventh Amendment to the Master Deed of The Hills of Bogie Lake Condominium was acknowledged before me by Richard A. Shapack, authorized representative of Hills of Bogie Lake, L.L.C., a Michigan limited liability company, on behalf of said Company.

Drafted by and Return to:
Mark F. Makower
Dickinson Wright, P.L.L.C.
38525 Woodward Avenue, Suite 2000
Bloomfield Hills, Michigan 48304

Christina M. Beckman
Christina M. Beckman, Notary Public
Oakland County, Michigan
My Commission expires: March 3, 2012
Acting in Oakland County

EIGHTH AMENDMENT TO MASTER DEED

OF THE HILLS OF BOGIE LAKE

THIS EIGHTH AMENDMENT TO MASTER DEED OF THE HILLS OF BOGIE LAKE (“**Eighth Amendment**”) is made as of **April 15**, 2014, by Hills of Bogie Lake, L.L.C., a Michigan limited liability company (“**Developer**”), whose address is 6022 West Big Beaver Road, Suite 405, West Bloomfield, Michigan 48322, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended).

RECITALS

A. The Hills of Bogie Lake (the “**Condominium Project**”), as legally described on Exhibit A attached hereto, was established by Developer as a condominium project pursuant to the Master Deed of The Hills of Bogie Lake and the exhibits attached thereto, which were recorded on March 21, 2003, in Liber 28465, Page 404 of the Oakland County Records, being Oakland County Condominium Subdivision Plan No.1521, as amended by that certain First Amendment to the Master Deed, which was recorded on November 3, 2003, in Liber 31335, Page 008 of the Oakland County Records, Second Amendment to the Master Deed, which was recorded on February 20, 2004, in Liber 32262, Page 589 of the Oakland County Records, Third Amendment to the Master Deed, which was recorded on April 1, 2004, in Liber 32662, Page 108 of the Oakland County Records; Fourth Amendment to the Master Deed, which was recorded on December 14, 2004, in Liber 34587, Page 774 of the Oakland County Records, Fifth Amendment to the Master Deed, which was recorded on September 22, 2005, in Liber 36321, Page 601 of the Oakland County Records, Sixth Amendment to the Master Deed, which was recorded on March 28, 2006, in Liber 37316, Page 180 of the Oakland County Records, and Seventh Amendment to the Master Deed, which was recorded on January 11, 2010, in Liber 41756, Page 539 of the Oakland County Records (collectively, the “**Master Deed**”). Capitalized terms used in this Eighth Amendment and not otherwise defined herein shall have the meanings ascribed to such terms in the Master Deed.

B. Pursuant to the authority reserved to the Developer under Article VIII of the Master Deed and under Section 90(1) of the Act, Developer desires to record this Eighth Amendment to the Master Deed in order to modify the boundaries of certain Units which are owned by Developer and eliminate certain General Common Element pathways, as set forth in this Eighth Amendment.

NOW, THEREFORE, Developer, by recording this Master Deed, hereby amends the Master Deed for The Hills of Bogie Lake as more particularly set forth in this Eighth Amendment, subject to the provisions of the Act.

MASTER DEED

1. Sheets 1-3, 16, 18-22, 35, and 37-42 of Exhibit B to the Master Deed are hereby replaced and superseded by Sheets 1-3, 16, 18-22, 35, and 37-42 attached as Exhibit B to this Eighth Amendment.

RATIFICATION

2. Except as expressly provided in this Eighth Amendment, the Master Deed and exhibits attached thereto, shall continue in full force and effect, and are hereby ratified and confirmed.

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

**HILLS OF BOGIE LAKE, L.L.C.,
a Michigan limited liability company**

By: _____
Richard A. Shapack
Its: Manager

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Richard A. Shapack, the Manager of Hills of Bogie Lake, L.L.C., a Michigan limited liability company, on behalf of such company.

Notary Public State of Michigan
_____ County
My Commission expires:

CONSENT TO RECORDING OF EIGHTH AMENDMENT TO MASTER DEED
OF THE HILLS OF BOGIE LAKE

Pursuant to a Master Deed recorded on March 21, 2003, in Liber 28465, Page 404, of the Oakland County Records, as amended ("**Master Deed**"), Hills of Bogie Lake, L.L.C., a Michigan limited liability company ("**Developer**"), established a residential condominium project known as The Hills of Bogie Lake ("**Condominium Project**") within the real property located in Commerce Township, Oakland County, Michigan, which is more particularly described on **Exhibit A** attached hereto ("**Property**"). Bogie Lake Capital, L.L.C. ("**Lender**"), has a mortgagee's interest in the Property and related improvements.

The Lender hereby consents to the recording of the Eighth Amendment to Master Deed of The Hills of Bogie Lake to which this Consent to Recording of Eighth Amendment to Master Deed of The Hills of Bogie Lake is attached. By giving its consent to the recording of the Eighth Amendment to Master Deed of The Hills of Bogie Lake, the Lender does not assume and shall not be liable and/or responsible for any of the obligations and/or liabilities of Developer therein. This Consent is given in conformance with the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended).

Dated this 15th day of April, 2014

Bogie Lake Capital, L.L.C.,
a Michigan limited liability company

By: _____
Richard A. Shapack
Its: Manager

CONSENT TO RECORDING OF EIGHTH AMENDMENT TO MASTER DEED
OF THE HILLS OF BOGIE LAKE

Pursuant to a Master Deed recorded on March 21, 2003, in Liber 28465, Page 404, of the Oakland County Records, as amended (“**Master Deed**”), Hills of Bogie Lake, L.L.C., a Michigan limited liability company (“**Developer**”), established a residential condominium project known as The Hills of Bogie Lake (“**Condominium Project**”) within the real property located in Commerce Township, Oakland County, Michigan, which is more particularly described on **Exhibit A** attached hereto (“**Property**”).

The Hills of Bogie Lake Association (“**Association**”) was established to administer the affairs of the Condominium Project. The Developer desires to amend the Master Deed in accordance with the terms of a certain Eighth Amendment to Master Deed to which this Consent to Recording of Eighth Amendment to Master Deed of The Hills of Bogie Lake is attached. The Association hereby consents to the recording of such Eighth Amendment to Master Deed of The Hills of Bogie Lake.

Dated this 15th day of April, 2014

**The Hills of Bogie Lake Association,
a Michigan non-profit corporation**

By: _____
Gino J. Saliccioli
Its: President

DRAFTED BY AND WHEN RECORDED RETURN TO:

Duncan P. Ogilvie, Esq.
Seyburn Kahn P.C.
2000 Town Center, Suite 1500
Southfield, Michigan 48075

EXHIBIT A (AS REFERENCED IN THE EIGHT AMENDMENT)

LEGAL DESCRIPTION

Land located in Commerce Township, Oakland County, Michigan, described as:

Units 1-279 of The Hills of Bogie Lake, according to the Master Deed recorded in Liber 28465, Page 404, Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 1521, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Formerly described as:

A part of the Northeast 1/4 of Section 4, Town 2 North, Range 8 East, Commerce Township, Oakland County, Michigan, and a part of the Southeast 1/4 of Section 33, Town 3 North, Range 8 East, White Lake Township, Oakland County, Michigan; more particularly described as commencing at the Northeast Corner of said Section 4, for a POINT OF BEGINNING; thence South 00°03'26" East, 2886.30 feet, along the East line of said Section 4, to the East 1/4 Corner of said Section 4, and the Northeast corner of "Huron Hills Condominium", Oakland County Condominium Subdivision Plan No. 645; thence South 89°43'26" West, 2689.12 feet, along the East and West 1/4 line of said Section 4, and along the Northerly line of said "Huron Hills Condominium" (recorded as N.89°37'35" W.) and along the Northerly line of "Bridge Pointe Sub. No. 3", as recorded in Liber 265 of Plats, on pages 10, 11, 12 and 13, Oakland County Records (recorded as S 89°37'43" E), to the Northwest corner of said "Bridge Pointe Sub. No. 3", and a point on the Easterly line of "Carla Hills Sub. No. 3", as recorded in Liber 158 of Plats, on pages 24 and 25, Oakland County Records, and to the Center of said Section 4; thence North 01°06'18" East, 1324.80 feet, along the Easterly line of said "Carla Hills Sub. No. 3" (recorded as S 01°02'15" E 1346.37 feet), to the Northeast corner of said "Carla Hills Sub. No. 3", and the Southerly line of "Bogie Lake Estates No. 2", as recorded in Liber 219 of Plats, on pages 9, 10, 11, 12 and 13, Oakland County Records; thence North 89°39'22" East, 231.65 feet, along the Southerly line of said "Bogie Lake Estates No. 2", to the Southeast corner of said "Bogie Lake Estates No. 2"; thence North 17°00'00" West, 473.55 feet, along the Easterly line of said "Bogie Lake Estates No. 2"; thence North 04°35'00" West, 1125.00 feet, along the Easterly line of said "Bogie Lake Estates No. 2", to the Northeast corner of said "Bogie Lake Estates No. 2", and a point on the Southerly line of "Bogie Lake Estates No.-1", as recorded in Liber 212 of Plats, on Pages 26 and 27, Oakland County Records (said point being located North 89°56'37" East, 120.00 feet from the North 1/4 Corner of said Section 4); thence North 89°56'37" East, 263.42 feet, along the Southerly line of said "Bogie Lake Estates No.-1", to the South 1/4 Corner of Section 33, Town 3 North, Range 8 East; thence continuing North 89°56'37" East, 1334.85 feet, along the Southerly line of said "Bogie Lake Estates No.-1", to the Southeast corner of said "Bogie Lake Estates No.-1"; thence South 89°51'47" East, 1059.10 feet, to the POINT OF BEGINNING. All of the above containing 174.333 acres.

EXHIBIT A - BYLAWS
(OF THE MASTER DEED)

REVISED BYLAWS

Consolidated Copy

**FIRST AMENDMENT TO THE MASTER DEED
OF THE HILLS OF BOGIE LAKE**

This First Amendment to the Master Deed of The Hills of Bogey Lake ("First Amendment") is made and executed on this 29 day of October, 2003, by Hills of Bogie Lake, L.L.C., a Michigan limited liability company (the "Developer"), whose address is 6022 W. Maple Road, Suite 405, West Bloomfield, Michigan 48322. in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the "Act").

RECITALS

1 Developer recorded the Master Deed for The Hills of Bogie Lake on March 21, 2003, Liber 28465, Pages 404 through 486, Oakland County Records, Oakland County Condominium Subdivision Plan No. 1521, however pages 23 through 29 were inadvertently not recorded.

2 Pursuant to the rights reserved to the Developer under Article VIII, (c) (3) of the Master Deed, the Developer hereby amends the Exhibit A of the Master Deed for The Hills of Bogie Lake. Exhibit A of the Master Deed contains the Bylaws for The Hills of Bogie Lake. The amendment will re-record all of Exhibit A in order to rectify the pages omitted from the Bylaws during the recording process.

NOW, THEREFORE, the Developer does, upon the recording of this Amendment, amend the Master Deed as set forth below.

AMENDED AND RESTATED BYLAWS

EXHIBIT "A"

THE HILLS OF BOGIE LAKE

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

The Hills of Bogie Lake, a residential Condominium located in the Township of Commerce, County of Oakland, State of Michigan, shall be administered by an Association of Co-owners which shall be a nonprofit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, and duly adopted rules and regulations of the Association and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Michigan Condominium Act ("Act") and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner, including the Developer, shall be a member of the Association 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 such Co-owner's Unit in the Condominium. A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association. The Association shall maintain current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Co-owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

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

SECTION 1. ASSESSMENTS FOR COMMON ELEMENTS. All costs incurred by the Association in satisfaction of any liability arising within, caused by or connected with the General Common Elements or the administration of the Condominium Project (hereafter "Condominium" or "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. DETERMINATION OF ASSESSMENTS. Assessments shall be determined in accordance with the following provisions.

A. Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the

forthcoming year that may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those General Common Elements that must be repaired or replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 3 below rather than by special assessment(s). At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a non-cumulative basis. Since the minimum standard required by this Section may prove to be inadequate for this particular Condominium, the Association of Co-owners should carefully analyze the Condominium 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. The funds contained in such reserve fund shall be used for major repairs and replacements of General Common Elements. The Board of Directors may establish such other reserve funds as it may deem appropriate from time to time. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner. The annual assessments as so determined and levied shall constitute a lien against all Units as of the first day of the fiscal year to which the assessments relate. Failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish such lien or the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation, management, maintenance and capital repair of the Condominium, (2) to provide replacements of existing General Common Elements, (3) to provide additions to the General Common Elements not exceeding fifteen thousand (\$15,000.00) dollars in the aggregate, annually, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or levy such additional or special assessment or assessments without Co-owner approval as it shall deem necessary. The Board of Directors shall also have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 herein. The discretionary authority of the Board of Directors to levy general, additional or special assessments pursuant to this subsection shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

B. **Special Assessments.** Special assessments, other than those referenced in subsection A of this Section 2, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of an aggregate cost exceeding fifteen thousand (\$15,000.00) dollars per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection B (but not including those assessments referred to in subsection 2A above that may be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all Co-owners in number and in value. The authority to levy assessments pursuant to this subsection B is solely for the benefit of the Association and the members thereof and shall not be enforceable by

any creditors of the Association or the members thereof.

C. **Special Assessment Districts.** The acceptance of a conveyance or the execution of a land contract by any Co-owner or purchaser of a Condominium Unit shall constitute the agreement by such Co-owner or purchaser, his or her heirs, executors, administrators, or assigns, that the Board of Directors of the Association shall be vested with full power and authority to obligate all Co-owners to participate in a special assessment district, sign petitions requesting said special assessment, and consider and otherwise act on all assessment issues on behalf of the Association and all Co-owners; provided that, prior to signature by the Association on a petition for improvement, the desirability of said improvement shall be approved by an affirmative vote of not less than fifty-one percent (51%) of all Co-owners. No consent of mortgagees shall be required for approval of said improvement.

SECTION 3. APPORTIONMENT OF ASSESSMENTS; DEFAULT IN PAYMENT. Unless otherwise provided herein, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article VI of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Any unusual expenses of administration as may be determined in the sole discretion of the Board of Directors that benefit less than all of the Units in the Condominium may be specially assessed against the Unit or Units so benefited and may be allocated to the benefited Unit or Units in the proportion which the percentage of value of the benefited Unit bears to the total percentages of value of all Condominium Units so specially benefited as determined in the sole discretion of the Board of Directors. Annual assessments as determined in accordance with Article II Section 2A above shall be payable by the Co-owners in either one (1) annual payment or four (4) quarterly installments in the discretion of the Board of Directors commencing with acceptance of a deed to, or a land contract purchaser's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The Developer or the Association, as the case may be, shall be permitted to collect at closing from the purchaser an amount equal to the purchaser's assessment for the first quarter after closing. The payment of an assessment shall be in default if such assessment or any part thereof is not paid to the Association in full on or before the due date for such payment. A late charge in the amount of twenty (\$20.00) dollars per month, or such other amount as may be determined by the Board of Directors, effective upon fifteen (15) days notice to the member of the Association in default, shall be assessed automatically by the Association upon any assessment in default until paid in full. Such late charge shall not be deemed to be a penalty or interest upon the amounts due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear interest at the rate of seven (7%) percent per annum or such higher rate as may be allowed by law until paid in full. Payments on account of installments of assessments in default shall be applied first to any interest and late charges on such installments; second, to costs of collection and enforcement of payment, including reasonable attorney's fees; and finally to installments in default in order of their due dates, earliest to latest.

Each Co-owner (whether one (1) or more persons) shall be, and remain, personally liable for the payment of all assessments (including interest, late charges and costs of collection and

enforcement of payment) pertinent to the Co-owner's Unit that may be levied while such Co-owner is the owner thereof. In addition to a Co-owner who is also a land contract seller, the land contract purchaser shall be personally liable for the payment of all assessments (including interest, late charges and costs of collection and enforcement of payment) pertinent to the subject Unit that are levied, up to, and including, the date upon which the land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit.

SECTION 4. WAIVER OF USE OR ABANDONMENT OF UNIT; UNCOMPLETED REPAIR WORK. No Co-owner may become exempt from liability for the contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, by the abandonment of the Co-owner's Unit, or because of uncompleted repair work or the failure of the Association to provide services to the Condominium.

SECTION 5. ENFORCEMENT. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments, or both in accordance with the Act. Pursuant to Section 139 of the Act, no Co-owner may assert in answer or set-off to a complaint brought by the Association for non-payment of assessments the fact that the Association or its agents have not provided services to the Co-owner.

Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien 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 Condominium, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. The Association, acting on behalf of all Co-owners, may bid at the foreclosure sale and acquire, hold, lease, mortgage or convey the Condominium Unit. Each Co-owner of a Unit in the Condominium acknowledges that at the time of acquiring title to such Unit, the Co-owner was notified of the provisions of this Section and that the Co-owner voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for non-payment of assessments and a hearing on the same prior to the sale of the subject Unit.

Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that one (1) or more installments of the annual assessment and/or a portion or all of a special or additional assessment(s) levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing of such notice. Such written notice shall be accompanied by a written Affidavit of an authorized representative of the Association that sets forth: (1) the Affiant's capacity to make the Affidavit, (2) the statutory and other authority for the lien, (3) the amount outstanding (exclusive of

interest, costs, attorney fees and future assessments), (4) the legal description of the subject Unit(s), and (5) the name(s) of the Co-owner(s) of record. Such Affidavit shall be recorded in the office of the Register of Deeds in Oakland County prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing the notice as aforesaid. If the delinquency is not cured within the ten-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the Co-owner and shall inform the Co-owner that a judicial hearing may be requested by the Co-owner by bringing suit against the Association.

The expenses incurred in collecting unpaid assessments, including interest, late charges, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on the Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against the Co-owner's Unit, and/or in the event of default by any Co-owner in the payment of any installment and/or portion of any additional or special assessment levied against the Co-owner's Unit or any other obligation of a Co-owner, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which said delinquency continues) and/or all unpaid portions or installments of any additional or special assessment(s), if applicable, immediately due and payable. The Association also may discontinue the furnishing of any utility or other services to a Co-owner in default upon seven (7) days prior written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Condominium, shall not be entitled to vote at any meeting of the Association or sign any petition for any purpose prescribed by the Condominium Documents or by law, and shall not be entitled to run for election or serve as a director or be appointed or serve as an officer 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/or from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him as provided by the Act.

SECTION 6. LIABILITY OF MORTGAGEE. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Condominium that comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale in regard to said first mortgage, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit that accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units, including the mortgaged Unit).

SECTION 7. DEVELOPER'S RESPONSIBILITY FOR ASSESSMENTS. The Developer, and the affiliates or designees of Developer of the Condominium, although members of the Association, shall not be responsible at any time for payment of the Association assessments except with respect to Completed and Occupied Units that it owns. A Completed Unit is one with respect to which a certificate of occupancy has been issued by Commerce Township. Certificates of occupancy may be obtained by the Developer at such time prior to actual occupancy as the Developer, in its discretion, may determine. An Occupied Unit is a Unit that is

occupied as a residence. This exemption shall only apply to the Developer, its affiliates and its designees. One (1) or more "model" Units owned by the Developer or an affiliate of the Developer are not assessable until the model Unit is sold to a third party. The Developer shall independently pay all direct costs of maintaining Completed Units for which it is not required to pay Association assessments and shall not be responsible for any payments whatsoever to the Association in connection with such Units. For instance, with respect to Completed Units, the only expense presently contemplated that the Developer might be expected to pay is a pro rata share of snow removal and other maintenance from time to time, as well as a pro rata share of any administrative costs that the Association might incur from time to time. Any assessments levied by the Association against the Developer for other purposes shall be void without Developer's consent. The Developer shall not be responsible at any time for payment of assessments or payment of any expenses whatsoever with respect to unbuilt Units notwithstanding the fact that such unbuilt Units may have been included in the Master Deed. Notwithstanding the foregoing, the Developer shall be responsible to fund any deficit or shortage of the Association arising prior to the date of the First Annual Meeting resulting from the Developer's responsibility for assessments as provided in this Section. The Developer shall, in no event, be liable for any assessment levied in whole or in part to purchase any Unit or to finance any litigation or other claims against the Developer, the Association, or any directors of the Association appointed by the Developer, or any cost of investigating and preparing such litigation, claim or any similar or related costs.

SECTION 8. PROPERTY TAXES AND SPECIAL ASSESSMENTS. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

SECTION 9. PERSONAL PROPERTY TAX ASSESSMENT OF ASSOCIATION PROPERTY. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

SECTION 10. CONSTRUCTION LIEN. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980 as amended shall be subject to Section 132 of the Act.

SECTION 11. STATEMENT AS TO UNPAID ASSESSMENTS. Pursuant to the provisions of the Act, the purchaser of any Unit may request a statement from the Association as to the outstanding amount of any unpaid Association assessments thereon, whether annual, additional or special, and related collection costs. Upon written request to the Association, accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire the Unit, the Association shall provide a written statement of such unpaid assessments and related collection or other costs as may exist, or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period indicated on the statement, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Unit itself to the extent provided by the Act. Under the Act,

unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record having priority. The Association may charge such reasonable amounts for preparation of such statement as the Association shall in its discretion determine.

ARTICLE III

ARBITRATION

SECTION 1. **SCOPE AND ELECTION.** Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners, or between a Co-owner or Co-owners and the Association, shall, upon the election and written consent of the parties to any such disputes, claims or grievances, and written notice to the Association, if applicable, 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. As set forth in MCL 559.244, at the exclusive option of the Association, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim arises out of or relates to the Common Elements of the Condominium if the amount of the claim is ten thousand (\$10,000.00) dollars or less. At the exclusive option of a Co-owner, any claim that might be the subject of a civil action against the Developer that involves an amount less than two thousand five hundred (\$2,500.00) dollars, and arises out of or relates to a purchase agreement, a Co-owner's Unit or the Project, shall be settled by binding arbitration. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter, shall be applicable to any such arbitration. Any agreement to arbitrate pursuant to the provisions of this Section shall include an agreement between the parties that a judgment issued by any circuit court in the State of Michigan may be rendered upon any award granted pursuant to 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 nor the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

SECTION 3. **ELECTION OF REMEDIES.** Election by the parties to any such disputes, claims or grievances to submit such disputes, claims or grievances to arbitration shall preclude such parties from litigating such disputes, claims or grievances in the courts.

SECTION 4. **CO-OWNER APPROVAL FOR CIVIL ACTIONS AGAINST DEVELOPER AND/OR FIRST BOARD OF DIRECTORS.** Any civil action proposed by the Board of Directors on behalf of the Association to be initiated against the Developer, its agents or assigns, and/or the First Board of Directors of the Association or other Developer-appointed directors, for any reason, shall be subject to approval by a vote of sixty-seven (67%) percent of all Co-owners in number and in value, and notice of such proposed action must be given in writing to all Co-owners in accordance with Article VII herein. Such vote may only be taken at a meeting of the Co-owners

and no proxies or absentee ballots shall be permitted to be used, notwithstanding the provisions of Article VII herein.

ARTICLE IV

INSURANCE

SECTION 1. EXTENT OF COVERAGE. The Association shall carry a standard "all risk" insurance policy, which includes, among other things, fire insurance, extended coverage, vandalism and malicious mischief endorsements, liability insurance and workers' compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

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

B. Insurance of Common Elements. All Common Elements, whether or not they are located within the Project, shall be insured against fire and other perils covered by a standard extended coverage endorsement in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total Project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request and with reasonable notice during normal business hours so that Co-owners shall be permitted to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board of Directors at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined.

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

D. Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, the Co-owners and their respective 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 the repair or reconstruction shall be applied to such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than repair, replacement or reconstruction of the Condominium unless all of the institutional holders of first mortgages on Units in the Condominium have given their prior written approval.

SECTION 2. AUTHORITY OF ASSOCIATION TO SETTLE INSURANCE CLAIMS. Each Co-owner, by ownership of a Unit in the Condominium, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire insurance, extended coverage, vandalism and malicious mischief endorsements, liability insurance and workers' compensation insurance, if applicable, pertinent to the Condominium, his Unit and the Common Elements appurtenant thereto, with such insurer as may from time to time provide such insurance for the Condominium. Without limitation on the generality of the foregoing, the Association as said power of attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefore, to collect proceeds and to distribute same to the Association, the Co-owners and their 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-owners and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

SECTION 3. RESPONSIBILITY OF CO-OWNERS. Each Co-owner shall be obligated and responsible for obtaining fire insurance, extended coverage and vandalism and malicious mischief insurance with respect to any buildings and all other improvements constructed or to be constructed within the perimeter of the Condominium Unit and for the personal property located therein or thereon or elsewhere in the Condominium Project. 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 not less than annually 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, at its option and in its sole discretion, may obtain such insurance on behalf of such Co-owner (but is not obligated to do so) and the premiums therefore shall constitute a lien against the Co-owner's Unit that 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 shall also be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Unit or the improvements located thereon (naming the Association and the Developer as additional insureds thereunder), and also for any other personal insurance amounts as may be specified by the Developer (and thereafter by the Association) and each Co-owner shall furnish evidence of such coverage to the Association or the Developer annually.

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 Unit and shall carry insurance to secure this indemnity if so required by the Developer (and thereafter the Association). This Section 5 shall not, however, be construed to give any insurer any subrogation right or any other right or claim against any individual Co-owner.

ARTICLE V

RECONSTRUCTION OR REPAIR

SECTION 1. RESPONSIBILITY FOR RECONSTRUCTION OR REPAIR. In the event any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

A. Partial Damage. In the event the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenable, unless it is determined by unanimous vote of all of the Co-owners that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval for such termination.

B. Total Destruction. In the event the Condominium is so damaged that no Unit is tenable, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless eighty (80%) percent or more of all of the Co-owners, in number and in value, agree to reconstruction of the Condominium by vote or in writing within ninety (90) days after the destruction, and such termination shall also have received the approval of at least fifty-one (51%) percent of those holders of first mortgages on Units who have requested in writing that the Association notify them of any proposed action that requires the consent of a specified percentage of first mortgagees.

SECTION 2. REPAIR IN ACCORDANCE WITH MASTER DEED, ETC. Any such reconstruction or repair shall be substantially in accordance with the Master Deed, and any amendments thereto, including the plans and specifications for the Condominium attached as Exhibit C thereto, to a condition as comparable as possible to the condition of the Condominium existing prior to the damage unless the Co-owners shall unanimously decide otherwise.

SECTION 3. ASSOCIATION RESPONSIBILITY FOR REPAIR. The Association shall be

responsible for the maintenance, repair and reconstruction of the General Common Elements. Immediately after a casualty causing damage to Condominium property for which the Association has the responsibility of maintenance, repair and/or reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be levied against all Co-owners, except as may otherwise be permitted in the Bylaws, 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 that may be collected in accordance with Article II of these Bylaws. 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 the damage to Common Elements or a Unit adversely affects the appearance of the Condominium, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with the reconstruction and repair of the damaged property without delay, and shall complete such reconstruction and repair within six (6) months after the date of the occurrence that caused such damage to the property.

SECTION 5. EMINENT DOMAIN. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

A. Taking of Entire Unit. In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof as their interests may appear. After acceptance of such award by the Co-owner and the mortgagee, they shall be divested of all interest in the Condominium. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and any mortgagee as their interests may appear. This Section does not absolve the Co-owner from its responsibility to pay assessments occurring prior to the taking.

B. Taking of Common Elements. If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements, and the affirmative vote of more than fifty (50%) percent of all of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

C. Continuation of Condominium after Taking. In the event the Condominium continues after taking by eminent domain, then the remaining portion of the

Condominium shall be resurveyed and the Master Deed amended accordingly, and if any Unit shall have been taken, then Article VI of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Units based upon the continuing value of the Condominium of one hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of any specific approval thereof by any Co-owner.

D. **Notification of Mortgagees.** In the event any Unit in the Condominium or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium at such address as they may from time to time direct.

E. **Applicability of 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. **NOTIFICATION OF FHLMC, FNMA, ETC.** In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), the Michigan State Housing Development Authority ("MSHDA"), or insured by the Veterans Administration ("VA"), Department of Housing and Urban Development ("HUD"), Federal Housing Association ("FHA") or any private or public mortgage insurance program, then the Association shall give the aforementioned parties written notice, at such address as they may from time to time direct, of any loss to or taking of the Common Elements of the Condominium if the loss to or taking exceeds ten thousand (\$10,000.00) dollars in amount, or damage to a Unit or dwelling covered by a mortgage purchased, held or insured by them exceeds one thousand (\$1,000.00) dollars. Furthermore, the Association may (but is not obligated to do so) inform such lender(s) of such damages or condemnation actions.

SECTION 7. **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 Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI

ARCHITECTURAL AND BUILDING RESTRICTIONS

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

SECTION 1. ARCHITECTURAL STANDARDS AND RESIDENTIAL USE. All improvements made within any Unit, including, without limitation, landscaping, construction of a Residence or Structure (such as a deck or garage), and the use and occupancy thereof, shall comply fully with these Architectural and Building Restrictions. As set forth more specifically in this Article, if any Structure, Residence, deck or garage to be built within the Unit is not to be constructed by Developer, then before construction of any improvements to a Unit, plans and specifications prepared and sealed by a licensed Michigan architect, including grading, site, landscaping and irrigation plans, showing the nature, size, shape, elevations, height, materials, color scheme and location of all improvements shall be submitted to and approved in writing by the Developer (or the Architectural Control Committee, as the case may be), as more fully set forth in Section 2 of this Article. The Developer intends by these restrictions to create and perpetuate a beautiful, serene, private residential condominium community consistent with the highest standards. No Unit in the Condominium shall be used for other than single family residential purposes (except that persons not of the same immediate family may together occupy a Residence constructed within a Unit with the written consent of the Board of Directors (which consent shall not be unreasonably withheld). A family shall mean one (1) person or a group of two (2) or more persons related by bonds of consanguinity, marriage or legal adoption. No business, trade, profession or commercial activity of any kind shall be conducted within any Unit in the Condominium.

SECTION 2. RESTRICTIONS AND REQUIREMENTS. No Structure or Residence shall be constructed or located on any Unit, except as follows:

A. Review Procedures and Submission Requirements.

(1) *The Developer intends that all Structures and Residences on any Unit or otherwise within the Project shall be designed, developed and constructed so as to be harmonious, complimentary and dignified, all to the end that the Project as developed and improved will be and shall provide a refined and exclusive environment of the highest architectural construction and aesthetic standards. In order to accomplish such end, the Developer hereby reserves to itself (and to the Association acting through its Architectural Control Committee as more fully set forth below) the right to approve, disapprove and otherwise pass upon the design, appearance, construction or other attributes of any Structure or Residence proposed to be erected or maintained on a Unit or within the Project, and no Structure or Residence shall be permitted to be constructed or erected on a Unit or within the Project unless the same has received, in writing, the approval of the Developer (or the Association acting through its Architectural Control Committee as more fully set forth below) pursuant to the terms and conditions of this Article VI.*

(2) *There shall be a two (2) step submittal process for obtaining the approval of the Developer (or the Architectural Control Committee, as the case may be) for any Structure or Residence to be erected, constructed, maintained or rebuilt on any Unit or in any other part of the Project. The Developer's written approval of each submittal must be obtained before the construction of any Structure or Residence may be*

commenced. In addition, all necessary and/or required state or municipal approvals and/or permits must be obtained before construction of any Structure or Residence may be commenced. If appropriate, the Developer may waive or modify the process in order to expedite the review process, although in no event shall the Developer be obligated to modify or waive said process.

(a) The first step will be the application for "Concept Approval." In connection with seeking Concept Approval, the Co-owner or his representative shall submit: (1) a topographic survey of the Unit prepared by a registered engineer or surveyor showing existing grades and the location of all trees having a diameter at ground level of three (3") inches or more; (2) a conceptual site plan showing the location of all proposed Residences and/or Structures on the Unit; (3) a conceptual floor plan; and (4) conceptual front and rear elevation drawings of the proposed Residence, including a description of desired colors and types of exterior materials. Concept Approval shall be deemed to have been granted when the Developer has approved, in writing, all of the foregoing submissions.

(b) The second step will be application for "Final Approval." In connection with seeking Final Approval, the Co-owner or his representative shall submit: (1) all prints, plans and other items required to be submitted to Commerce Township to procure a building permit; (2) a dimensioned site plan sealed by a registered engineer licensed to do business in the State of Michigan showing setbacks, existing and proposed elevations, and all trees on the Unit having a diameter at ground level of three (3") inches or more, including an indication as to which trees are to be removed; (3) complete building plans sealed by a registered architect licensed to do business in the State of Michigan; (4) actual samples of bricks, shingles, stain materials and colors; (5) a construction schedule specifying completion dates for foundations, rough-in, and the Residence and/or Structure with a completed exterior as a whole; and the deposit described in subsection 2(C)(5)(c) below; if required by the Developer; and (6) any other materials required by the Developer. Final Approval shall be deemed to have been granted when the Developer has approved, in writing, all of the foregoing submissions.

(c) All landscaping plans must be approved by the Developer or the Architectural Control Committee, as the case may be, in writing, in accordance with the requirements and provisions of subsection B6 below. Landscaping shall be installed within ninety (90) days of closing, unless the closing is held between October 1 and March 31, in which case all landscaping must be installed during the following months of May or June.

(d) No approval shall be effective unless given by the Developer in writing. If a Structure or any aspect or feature thereof is not in strict conformity with the requirements or restrictions set forth in this Article, any such non-conformity shall be permitted only if it is specifically mentioned as such in the submissions to the Developer and the Developer specifically approves or waives the same in writing. Developer shall have the right to refuse to approve any plans, specifications, location of buildings, grading or landscaping plans that are not suitable or desirable, in its opinion, for aesthetic or other reasons; and in passing upon such plans and specifications, it shall have the right to take into consideration the suitability of the proposed Structure, improvement or modification, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium as a whole.

(3) Except as provided by MCL 559.147a, Public Act 36 of 1998, no alteration, modification, substitution or other variation(s) from the designs, plans, specifications and other submission matters that have been approved by the Developer shall be permitted on any Unit unless the Co-owner thereof obtains the Developer's written approval for such variation(s). So long as any such variation is minimal, the Co-owner need not go through the entire submittal process described in subsection 2A2 of this Article, but in any event, the Co-owner must submit sufficient information (including, without limitation, material samples) as the Developer determines, in its sole discretion, is required to permit the Developer to decide whether or not to approve or deny the variation(s) request. The Developer's approval of any variation(s) must be obtained irrespective of the fact that the need for the variation(s) arises for reasons beyond the Co-owner's control (e.g., material shortages or the like). If a variance is required from Commerce Township, it will be the Co-owner's responsibility to seek and obtain such variance.

(4) In making any of the submissions required or contemplated by subsection 2A(2) above, the Co-owner shall cause four (4) copies thereof to be submitted to the Developer. Two (2) copies shall be returned to the Co-owner after the Developer has approved or disapproved the submission and the other two (2) copies shall be retained by the Developer for its files.

(5) The initial designee of the Developer for all purposes hereunder shall be Keith Rogers, an officer of Covington Properties, Inc., and the Manager of Hills of Bogie Lake, L.L.C. (the "Manager"), or his duly appointed successor or the assign(s) of Developer, who shall be the agent of the Developer who evaluates and renders decisions on behalf of the Developer with respect to matters submitted to the Developer pursuant to this Article. **NO CO-OWNER OR REPRESENTATIVE THEREOF MAY RELY UPON ANY APPROVAL OR OTHER STATEMENT RENDERED OR MADE BY ANY AGENT OR EMPLOYEE OF THE DEVELOPER OTHER THAN KEITH ROGERS, UNLESS KEITH ROGERS (OR HIS DULY APPOINTED SUCCESSOR) DESIGNATES IN WRITING ON BEHALF OF THE DEVELOPER ANOTHER AGENT OR EMPLOYEE WHO HAS THE AUTHORITY TO SO ACT.** No agent, employee, consultant, attorney or other representative or advisor of or to the Developer shall have any liability with respect to decisions made, actions taken or opinions rendered relative to matters submitted to the Developer hereunder.

(6) The Developer reserves the right to assign, delegate or otherwise transfer its rights and powers of approval as provided in this Article, including, without limitation, an assignment of such rights and powers to the Architectural Control Committee described herein, the Association or to any mortgagee.

B. Restrictions and Requirements. The following rules, regulations, restrictions and requirements shall apply to each and every Unit in the Project, and no Structure shall be

erected, constructed or maintained on any Unit that is in contravention of such rules, regulations, restrictions and requirements, except to the extent that any non-conformity has been waived by the Developer:

(1) *Each two-story Residence must have a minimum livable floor area of two thousand (2,000) square feet; provided, that a ranch style house (determined to be such by the Developer) may have a minimum livable floor area of two thousand (2,000) square feet. No Residence shall have a livable floor area of ten thousand (10,000) or more square feet. For the purposes of this subparagraph, garages, patios, decks, open porches, entrance porches, terraces, basements, lower levels, storage sheds and like areas shall be excluded in determining the livable floor area whether or not they are attached to the Residence. Enclosed porches shall be included in determining the livable floor area only if the roof of said porch forms an integral part of the roof line of the Residence.*

(2) *The minimum Residence width, including attached garage, shall be fifty (50') feet.*

(3) *No Structure shall be placed, erected, altered or located on any Unit nearer to the front, side or rear Unit boundary line than is permitted by Commerce Township ordinances at the time the same is erected. In addition, any Residence or building shall meet the following setback requirements:*

MINIMUM FRONT SETBACK	=	35.00 FEET
MINIMUM REAR SETBACK	=	35.00 FEET
MINIMUM SIDE SETBACK	=	4 FEET MINIMUM ONE SIDE (18.00 FEET TOTAL)

The Developer shall have the right (but not the obligation) to permit setbacks less than those set forth above if, in its sole discretion, the grade, soil or other physical conditions pertaining to a Unit justify such a variance and is approved by Commerce Township. In addition, all Structures and Residences shall be oriented on a Unit so as to face the road on which it is located. The Developer shall have the right (but not the obligation) to permit Structures or Residences to be oriented other than as set forth above if, in its sole discretion, the grade, soil, or other physical conditions or aesthetic reasons justify such a variance and Commerce Township approves the same.

(4) *The exterior of all buildings must be a combination of brick or stone and wood as approved by the Developer, provided however, that Units 17, 145, 146, 184, and 205 may have vinyl exteriors.*

(5) *All driveways shall be constructed of concrete unless otherwise approved by the Developer in its sole discretion. All garages shall be attached to the Residences.*

(6) Each Unit must be landscaped in accordance with the approved landscaping plan within the time limits set forth in subsection 2A(2)(c) of this Article. The landscaping plan shall indicate that the entire Unit shall have sod installed. **Seed lawns shall not be permitted.** The reasonable value of the landscaping plan to be approved by the Developer pursuant to subsection 2A of this Article shall not be less than six thousand five hundred (\$6,500.00) dollars, exclusive of the cost of the sprinkler/irrigation system. The Developer shall have the right to determine the reasonable value of the landscaping. After landscaping has been installed, the Co-owner shall maintain the same in a good and slightly condition consistent with the approved landscaping plan. If the Co-owner fails to install the approved landscaping in a timely manner or in accordance with the approved landscaping plan, the Developer shall have the right (but not the obligation) to complete or correct such landscaping and to use the escrowed funds to pay for the cost thereof, plus the Developer shall be entitled to reimbursement from the Co-owner and to receive from the Co-owner an administrative fee in the amount of fifteen (15%) percent of the cost of the work performed. The Co-owner shall be required to pay such amounts due to Developer within ten (10) days of mailing of a written invoice, plus interest in the amount of seven (7%) percent per annum. If the Co-owner fails to pay all amounts invoiced within such ten (10) day period, such amounts shall constitute an unpaid assessment and the Developer shall have the right to record and foreclose a lien against the Unit and/or to commence legal proceedings to collect such amounts due in the same manner as set forth in these Bylaws for the collection of unpaid assessments. To the extent that the deposit earns interest, the interest will be paid to the Co-owner at such time as the landscaping of the Unit has been completed pursuant to the approved landscaping plan; provided, if the Developer completes such landscaping, any such interest shall be available to the Developer to pay for such work.

(7) No above ground swimming pools shall be erected or maintained on any Unit. The size, configuration, location and exterior appearance of any in-ground swimming pool shall be subject to the Developer's prior written approval and shall conform to all Commerce Township ordinances.

(8) No fence, wall or hedge or any kind shall be erected or maintained on any Unit without the prior written approval of the Developer. No fence, wall or hedge shall be located nearer to any front Unit boundary line than is permitted for Residences under paragraph (3) above. No fence, wall or hedge shall be erected or maintained that blocks or hinders a person's vision at street intersections. No chain link fences shall be permitted on any Unit. Notwithstanding anything contained herein that may be construed to the contrary, yard fencing is prohibited in the Condominium Project; provided, however, in the event a Co-owner receives written approval of an in-ground pool from the Developer (or the Architectural Control Committee) then pool fencing will be allowed subject to these Restrictions, any Township ordinances and the Developer's prior approval as to type and location.

(9) *Dog kennels, runs or other enclosed shelters for permitted animals must be an integral part of the approved Residence and must be approved by the Developer and Commerce Township relative to the location and design, fencing or other Structures, including the installation of landscaped screening. Any such kennel or run must be kept in a clean and sanitary condition at all times. To ensure that such approved Structures and any required landscaped screening are constructed in accordance with the approved plans, the Developer (during the Development and Sales Period, and thereafter the Board of Directors of the Association) will have the right to require the Co-owner to post a five hundred (\$500.00) dollar cash bond with the Association when the plans are approved, to be used to cure items not constructed in accordance with the approved plans. This cash bond is not intended as a limitation on the Co-owner's financial responsibility or liability, but is only intended to provide the Association with access to funds to complete the construction if the Co-owner fails to do so.*

(10) *No single-level flat roofs shall be permitted on the entire main body of any Residence, building or other Structure, including outbuildings. Flat roofs may be installed over Florida rooms, porches or patios, and tasteful flat roofs may be installed on multiple levels of a Residence but only if they are approved by the Developer. The minimum pitch of any roof shall be 6/12 (vertical/horizontal).*

(11) *INTENTIONALLY DELETED.*

(12) *No signs, including "for rent" and "for sale," or signs of any architect, builder, contractor, landscaper, landscape architect or any other signs shall be erected or maintained on any Unit except as follows:*

(a) During the construction of a Residence, a sign may be erected so as to identify the Unit number, but only if the Developer provides written authority for the erection of the sign. The Developer may withhold such authority for the erection of the sign in its sole discretion. The size, location, color and content of any sign permitted by the Developer shall be as specified by the Developer from time to time and shall include the Developer's logo.

(b) A street address sign may be erected in connection with the construction of a Residence on a Unit, but only if the Developer provides written authority for the erection of the sign. The Developer may withhold such approval for the erection of the sign, in its sole discretion, unless the same is required by Commerce Township. The size, content, location and color of the sign shall be as specified by the Developer from time to time.

(c) Nothing in these Bylaws shall prevent a Co-owner from displaying a single United States flag of a size not greater than three (3') feet by five (5') feet anywhere on the exterior of the Residence constructed within his Unit.

(d) A Co-owner may display a "for rent" or "for sale" sign in the front yard of a Unit, provided that such sign shall be no larger than twenty four (24) inches by thirty six (36) inches."

(13) *No external air conditioning unit shall be placed in or attached to a window or wall of any Structure. No compressor or other component of an air conditioning system, heat pump or similar system shall be visible from the road. To the extent reasonably possible, external components of an air conditioning system, heat pump or similar system shall be located so as to minimize disruption or negative impact thereof on adjoining Units in the Project in terms of noise or view. The Developer shall have conclusive authority to determine whether a system complies with the foregoing requirements.*

(14) *To the extent deemed appropriate by the Developer in its sole discretion, the requirements and restrictions set forth herein relative to the front of any Unit shall be deemed to apply to the rear of any Unit.*

(15) Upon the sale or conveyance to individual purchasers, all Units in the Project shall be used only for single family residential purposes. Except as specifically set forth herein, no Structure shall be erected, altered, placed or permitted to remain on any Unit other than one (1) detached single family Residence, the height of which shall not exceed two and one-half (2-½) stories. The Developer shall have the sole and conclusive authority to determine what constitutes two and one-half (2-½) stories in height for purposes of the preceding sentence. Each Residence shall include an attached garage, and may include such outbuildings or accessory Structures as the Developer may approve in writing in its sole discretion. No part of any Residence or other Structure shall be used for any activity normally conducted as a business, trade or profession; provided, however, that this prohibition shall not apply to (a) maintaining a professional library in a dwelling; (b) keeping personal records, transacting personal business, or professional telephone calls or correspondence in a Residence.

(16) *No Structure of a temporary nature or character shall be placed upon any Unit at any time; provided, however, that this prohibition shall not apply to shelters approved by the Developer and used by a contractor during the construction of Project improvements or a Residence, although no such temporary shelter shall be used at any time as a Residence or be permitted to remain on a Unit after substantial completion of construction.*

(17) *No mobile home, trailer, house or camping trailer, tent, shack, storage shed, barn, tree house or other similar Structure shall be placed on any Unit at any time, either temporarily or permanently.*

(18) No trailers, trucks, pick-up trucks, boat trailers, aircraft, commercial vehicles, campers or other passenger cars, shall be parked or maintained on any Unit unless in a suitable private garage that is built in accordance with the restrictions set forth herein. No motorcycles, snowmobiles or vehicles designed primarily for off-road use shall be used, maintained or operated in the Project.

(19) Each Co-owner shall maintain his Unit and lawn, garden, landscaping, Residence or Structure thereon in a good and attractive condition so that such presents an excellent appearance. All lawn, driveway, landscaping or gardening maintenance activities, including, without limitation, lawn cutting, gardening, hedge trimming, edging, tree removal, tree trimming, snow removal or leaf pickup, shall be performed only by the Co-owners of Units within the Project, their immediate family members, or by a landscaping company or service contained on the Developer's approved list as determined by the Developer from time to time in its sole discretion. The Developer intends to approve only two (2) to five (5) such companies or services from which each Co-owner must select as his landscape maintenance service. Each Co-owner of a Unit shall prevent the development of any unclean, unsightly or unkempt conditions of buildings, Structures, Residence or grounds on such Unit that might negatively affect the beauty or attractiveness of the Condominium as a whole or with respect to the specific area. Such obligation shall apply whether or not the Co-owner has constructed a Residence on the Unit. As soon as practical after purchasing a Unit, a Co-owner shall remove all dead or seriously diseased trees from the Unit. Each Co-owner shall promptly remove any trees that die or become seriously diseased thereafter. All Co-owners should be aware that Commerce Township may have ordinances that may require the Township's approval before any trees can be removed from the Unit. All Co-owners of Units located on a corner upon which a monument has been constructed by the Developer (which monument may contain a light and/or an identifying street sign) shall be responsible, at such Co-owner's expense, for maintaining and sprinkling all lawn and landscaped areas surrounding such monument, up to the dedicated right-of-way.

(20) The use of motorized machinery (such as lawn mowers) or other maintenance or construction activities which create noise that could disturb other Co-owners in the Project shall not be permitted on Sundays before eight o'clock (8:00) a.m. The watering of a lawn or garden by sprinkler system or typical garden hose, gardening or fertilizing shall not be deemed to be lawn maintenance activities for the purposes of this subparagraph.

(21) No animals or fowl (except household pets) shall be kept or maintained on any Unit and household pets shall be confined to the Unit. Pets causing a nuisance or destruction shall be restrained or removed from the Project. Excessive barking (as determined by the Developer during the Development and Sales Period and thereafter by the Board of Directors of the Association) shall constitute a nuisance per se. All pets that leave the limits of the boundary of the Unit where it resides must be on a leash at all times and the Co-owner is responsible for immediately removing all fecal material from the Common Elements or any other Unit.

(22) *No noxious or offensive activity shall be conducted on any Unit, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the Condominium neighborhood. This restriction shall include, without limitation, the burning of trash, leaves or other debris on a Unit or Common Element. There shall not be maintained any animals, devices or things of any sort whose normal or customary activities or existence is in any way noxious, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of the property, Common Elements or Units in the Project. No laundry shall be hung outside for drying.*

(23) *The Developer reserves the right (on its own behalf and on behalf of its agents, employees and designees, and on behalf of the Association) to enter upon any Unit for the purpose of mowing, removing, clearing, cutting or pruning any underbrush, weeds or other unsightly or inappropriate growth which, in the sole discretion of Developer, detracts from the overall beauty, setting or safety of the Project. The Co-owner of the Unit shall be obligated to reimburse the Developer for the cost of any such activities. Such entrance or other action as aforesaid shall not be deemed a trespass. The Developer and its designees likewise may enter upon a Unit to remove any trash or debris that has collected or accumulated on such Unit at the Co-owner's expense, and without such entrance and removal being deemed a trespass. The provisions of this subparagraph shall not be construed as imposing any obligation on the Developer or the Association to mow, clear, cut or prune any Unit, or to provide garbage or trash removal services.*

(24) *No Unit shall be subdivided or its boundary lines changed, except with the written consent of the Developer (or the Architectural Committee, as the case may be), and in accordance with the provisions of Article XII of the Master Deed and Sections 48 and 49 of the Act.*

(25) *The grade of any Unit in the Project may not be changed from the grading plan prepared for the Project at the discretion of the Developer, and approved by Commerce Township, without the written consent of the Developer (or the Architectural Control Committee, as the case may be) and subject to the approval of Commerce Township; provided that this restriction shall not prevent subsequent amendment of the grading plan from time to time as conditions require and as approved by Commerce Township. It shall be the responsibility of each Co-owner to maintain the surface drainage grades of his Unit as established by the Developer, and each Co-owner covenants that he will not change the surface grade of his Unit in a manner that will materially increase or decrease the storm water flowing onto or off of the Unit and/or reduce the volume available for storm water runoff. The Board of Directors shall enforce this covenant and may enter upon any Unit in the Condominium to correct any violation of this covenant and charge the cost of correction to the Co-owner who has violated the covenant. Such cost shall be a lien upon the Co-owner's Unit.*

(26) All exterior lighting, including lamps, posts, and fixtures for any Structure, Residence or garage must receive prior written approval from the Developer (or the Architectural Control Committee, as the case may be).

(27) The design, material, color and construction of all mailboxes and mailbox stands shall be standard throughout the Project as determined by the Developer (or the Architectural Control Committee, as the case may be) in its sole discretion. The Association shall not have any responsibility to maintain, repair and/or replace approved mailboxes and stands. Newspaper tubes shall not be allowed.

(28) Hot tubs may be installed if permitted by Commerce Township and the Developer (or the Architectural Control Committee, as the case may be), in the Developer's sole discretion. Any Co-owner intending to construct a hot tub must submit to the Developer a detailed description and proposed layout showing size, location, materials, shape, landscaping, fencing screening and the type of construction. The Developer shall have absolute discretion to approve or disapprove any proposal and may attach any conditions that it deems appropriate. Any approved hot tubs must be maintained by the Co-owners in a safe and clean condition and must also be maintained in appearance consistent with the standards of the Condominium.

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

(30) The Association or its duly authorized agents shall have access to the exterior of each Unit during reasonable working hours and, with five (5) days advance notice, as may be necessary for performance of the maintenance, repair and replacement responsibilities imposed upon the Association with respect to the Common Elements as described in Article IV of the Master Deed. The Association or its agents shall also have access to each Unit and any Common Elements at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements. It shall be the responsibility of each Co-owner to provide the Association with a means of access to his Unit, the improvements thereon and any appurtenant Limited Common Element during all periods of absence, and in the event of the failure of such Co-owner to provide such means of access, the Association may gain access in such manner as may be reasonable under the circumstances. The Association shall not be liable to such Co-owner for any necessary damage to his Unit and any improvements thereon caused thereby.

(31)

(a) A Co-owner may lease or sell his Unit for the same purposes set forth in Section 1 of this Article, provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subparagraph (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy any Unit except under a lease, the initial term of which is at least six (6) months, unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer and its assignees may lease any number of Units in the Condominium in its sole discretion.

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

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

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

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

(A) The Association shall notify the Co-owner by certified mail, return receipt requested, advising of the alleged violation by the tenant.

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

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

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

(32) Sidewalks, yards, landscaped areas, driveways and parking areas shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements.

(33) It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable rules and regulations, consistent with the Act, the Master Deed and these Bylaws, concerning the use of the Common Elements and such common amenities and areas as may be created as General Common Elements of the Condominium or placed under the control of the Association, may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors). Copies of all such rules and regulations, and any amendments thereto, shall be furnished to all Co-owners and to all other parties who are entitled to use the amenity or area affected by said rules, regulations or amendments thereto.

(34) Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements which are appurtenant to or that may affect any other Unit. A Co-owner is prohibited from using lawn fertilizers that have a significant phosphorous content. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by the Co-owner, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Each individual Co-owner shall indemnify the Association and all other Co-owners against such damages and costs, including attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

(35) The Developer hereby reserves the following rights:

(a) None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer and/or its designated affiliate or designated builder(s) shall have the right to maintain a sales office, model units, advertising display signs, storage areas and reasonable parking incident to the foregoing, and such access to, from and over the Project as may be reasonable to enable development and sale by the Developer of all of the Units in the Condominium Project.

(b) The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private residential community for the benefit of the Co-owners and all persons interested in the Condominium. If, at any time, the Association fails or refuses to carry out its obligations to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards as interpreted by the Developer, then the Developer, or any person to whom it may assign this right, at its option, may (but has no obligation to do so) elect to maintain, repair and or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. So long as the Developer (or its successors and assigns) owns any unsold Unit in the Project, the Developer shall have the right to enforce these Bylaws which right of enforcement shall include, without limitation, an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

(36) The Project contains certain areas that have been designated by Commerce Township as protected wetlands (the "Wetlands"). Private easements for Wetland preservation and Woodland preservation are shown on the Condominium Subdivision Plan. As required by Township ordinances, and in accordance with the conditions imposed upon the Project by the Township in connection with final site plan approval, the Wetlands are deemed to be within a Conservation Easement in which no disturbance will be permitted (including, without limitation, construction activities, dredging, filling, planting, and/or any other types of modification), without the prior approval of the Developer, the Township and, if required by law, the Michigan Department of Environmental Quality. Violation of this restriction may result in civil and criminal penalties.

(37) No Residences, improvements or Structures may be constructed or maintained over or on any easements; provided, however, that after the aforementioned utilities have been installed, such areas may be sodded. All other planting or improvements within a Unit of any type over or on said easements shall be allowed only upon prior written approval of the Board of Directors (and the Developer during the Development and Sales Period) and only so long as they do not interfere with, obstruct, hinder or impair the drainage plan of the Condominium Project, and so long as access is granted without charge or liability for damages for the maintenance of the utilities and underground drainage lines so installed, surface drainage and/or for the installation of additional facilities.

(38) All Residences shall be served by Municipal Sanitary Sewer, municipal water and a community storm retention system.

(39) Certain lands in the Project have been designated for surface water accumulation in connection with the proposed drainage easements (i.e., Detention Areas A, B, C and D) as shown on Exhibit B attached to the Master Deed. All such lands shall continue to be used in such a manner so as to facilitate the proper drainage of the Project and shall be subject to a perpetual and permanent easement in favor of the Association in, over, under and through the drainage easements as indicated on Exhibit B to the Master Deed, which easement(s) may not be amended or revoked except with the written approval of the Association and which contains the following terms and conditions and grants the following rights:

(a) The Easement shall be for the purpose of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with any type of drainage facilities, storm drains or related appurtenances, in any size, form, shape or capacity.

(b) The Association shall have the right to sell, assign, transfer or convey this Easement to any other governmental unit;

(c) No Co-owner in the Project shall build or convey to another any permission to build any permanent structures on the said Easement. No Co-owner in the Project shall build or place on the area covered by the Easement any other type of structure, fixture or object, or engage in any activity or threaten to impair, obstruct, or adversely effect the rights of the Association under said Easement;

(d) The Association and its agents, contractors and designated representatives shall have right-of-entry on and gain access to the Easement property, and shall repair and restore in a timely manner the Easement property to its condition immediately prior to such entry. Subject to the Association's obligation to repair and restore the Easement property, all Co-owners in the Project hereby release the Association and its successors, assigns and transferees from any and all claims to damages to the Easement property in any way arising from or incident to the construction and maintenance of a drain, sewer or otherwise arising from or incident to the reasonable exercise by the Association of its right under the said Easement. All Co-owners covenant not to sue the Association for damages consistent with the release provisions contained herein.

The rights granted to the County of Oakland, the Oakland County Drain Commissioner, and their successors and assigns, under this subparagraph 39, may not be amended without the express written consent of the Developer and/or the Association. Any purported amendment or modification of the right(s) granted hereunder shall be void and without legal effect unless agreed to in writing by the Developer and/or the Association, or their successors and assigns.

(40) *The Developer shall construct and pave an on-ground four (4') foot wide path in a location as provided on the final site plan through the interior common areas as shown on the approved Construction Plan. The Developer shall not be required to construct bridges or alter the grades and therefore the paved area may not be contiguous. The path, whether paved or unpaved, shall be a General Common Element and the Association shall be required to repair, replace, repave and maintain the path.*

(41) *No satellite dish or similar equipment shall be installed anywhere on a Unit without the consent of the Developer (during the Development and Sales Period, and thereafter by the Association). If approved, such satellite dish or similar equipment shall be mounted on the ground in the rear yard of the Unit no more than twenty-four (24") inches above ground or mounted on the rear portion of the Residence, but in any event not visible from any street. Any cable connected therewith must be buried or hidden by appropriate channeling or moldings that are the same color as the exterior materials of the Residence. A plot plan showing the proposed location of such satellite dish or similar equipment in relation to the Residence and all abutting streets shall be submitted to the Developer for approval prior to any construction. The Developer may require the Co-owner to install landscaped screening as part of its approval, and, further, may (but is not obligated to) require the Co-owner to deliver a five hundred (\$500.00) dollar cash bond to the Association to be used as security for the Co-owner fulfilling all of its obligations hereunder or under any such approval. This subparagraph is intended to provide the Association with the ability to approve installation of Telecommunication Equipment consistent with Federal Communications Commission Order FCC 98-273 in CS Docket No. 96-83 implementing Section 207 of the Federal Telecommunications Act of 1996, Public Law No. 104-104, 110 Stat 114 (1996) and amending 47 C.F.R. §1.400.*

(42) *The Developer reserves the right to create additional restrictions and/or to revise or eliminate restrictions in connection with the development of the Condominium Project deemed necessary by the Developer, in the Developer's sole discretion, by amending this Article VI, or the any other provision of the Condominium Bylaws, and providing each Co-owner with a copy thereof.*

(43) *INTENTIONALLY DELETED*

(44) *INTENTIONALLY DELETED*

(45) *The General Common Elements shall not be graded without the prior approval of Commerce Township.*

C. Requirements, Restrictions and Regulations Relative to Construction Activities.

The Developer reserves the right to establish and enforce such rules and regulations relative to the performance of construction activities within the Project (whether or not in connection with the construction, repair or maintenance of a Residence or other Structure) as the Developer determines to be appropriate in order to maintain the tranquility, appearance and desirability of the Project. Unless waived by the Developer in writing, the following rules, regulations, restrictions and requirements shall apply to any construction activities within the Project:

(1) *Construction of a Residence must commence within twelve (12) months after a Co-owner acquires any Unit in the Project in strict accordance with the construction schedule submitted to and approved by the Developer pursuant to subsection 2A of this Article. Prior to commencement of construction, the Co-owner must obtain all permits and/or approvals required by Commerce Township and any and all other governmental agencies.*

(2) *Once commenced, all construction activity shall be carried out with all reasonable diligence, and the exterior of all Residences or other Structures must be completed as soon as practical after construction commences, and in any event within twelve (12) months after such commencement, except where such completion is impossible or would result in exceptional hardship due to strikes, fires, national emergencies or natural calamities.*

(3) *Except in cases of an emergency involving the risk of human life, physical injury or substantial property damage, no construction activities shall be carried on within the Project between the hours of 8:00 p.m. and 7:30 a.m. on any given day. Construction activities shall be deemed to exclude general repair work performed solely by the Co-owner of the Unit.*

(4) *All landscaping must be completed within ninety (90) days after initial occupancy of the Residence, weather permitting, or in the case of speculative or unsold Residences, within ninety (90) days after the exterior of the Residence has been (or with due diligence should have been) substantially completed, weather permitting.*

(5)

(a) No Residence and/or Structure shall be constructed on any Unit in the Project unless prior to the commencement of construction the Co-owner and the general contractor or builder thereof enter into an agreement in a form and substance acceptable to the Developer whereby they agree to: (1) maintain a dumpster on the Unit during construction; (2) deposit all trash, garbage, scraps and other disposable items therein; (3) keep the Unit in a slightly and clean condition during construction; (4) remove from the Unit the dumpster and all trash, garbage, scraps or other debris arising during such construction activities and otherwise

restore the Unit to a sightly and clean condition promptly after completion of construction; and (5) to the extent reasonably possible, keep all dirt, mud and other debris from accumulating on any road during and after the course of construction, including cleaning or sweeping the road at intervals specified by the Developer and by cleaning the road again upon completion of construction. The Developer shall have the authority to determine whether or not a Co-owner or a Co-owner's general contractor or builder is in compliance with the foregoing requirements and obligations.

(b) If for any reason the Developer does not require the execution of such an agreement, each Co-owner of a Unit and the general contractor or builder of any Structure or Residence on a Unit nevertheless shall observe and perform the requirements and obligations set forth in subsection 2C of this Article.

(c) The Developer will require a Co-owner or any general contractor or builder retained by such Co-owner to post as security for its obligations hereunder a deposit in the annual amount of one thousand five hundred (\$1,500.00) dollars. If construction continues beyond one (1) year, the Co-owner shall be required to increase the security by the amount of one thousand five hundred (\$1,500.00) dollars per year. Such requirements shall be a condition precedent to the commencement of construction. The deposit shall be held by the Developer and need not be segregated by the Developer, although the Developer shall maintain separate records with respect to the disposition thereof. In no event shall interest be payable with respect to the deposit, whether or not the Developer earns interest thereon.

(d) In the event that the Co-owner, general contractor or builder fails to observe or perform any responsibility or obligation under this subparagraph or under any agreement entered into as provided under this subparagraph, the Developer shall have the right (but not the obligation) to enter upon the Unit and correct or rectify such failure, including the installation or relocation of a dumpster, disposal of debris and/or the sweeping or cleaning of a road or roads that the Developer determines to have been affected in the Developer's sole discretion. The Developer shall be entitled to be reimbursed by the Co-owner and the general contractor or builder for all costs incurred by the Developer in connection with correcting or rectifying such failure, which reimbursement may be deducted from the aforementioned deposit or may be billed by the Developer to the Co-owner, which bill shall be payable by the Co-owner within five (5) days after the submission thereof. If the Co-owner, general contractor or builder fail(s) to pay such bill in full within such five (5) day period, the Developer shall have all rights and remedies provided under these Bylaws and the Condominium Documents, including, without limitation, the right to file and foreclose a lien against the Unit.

(e) The Developer intends to provide as much advance notice as is reasonably possible (but in no event more than five (5) days advance notice) prior to taking any corrective or rectifying action under subparagraph (d) above that would entail an expense in excess of two hundred fifty (\$250.00) dollars. If dirt, mud or debris accumulates on a road and can be attributable to construction activities on more than one (1) Unit, the Developer shall have the right, in its sole discretion, to determine the extent to which the same is attributable to each Unit and to apportion the cost of cleaning, sweeping or otherwise removing the mud or debris among the relevant Units.

(f) The location of any dumpster required under this paragraph shall be shown on the final site plan submitted under subsection 2A of this Article and shall be subject to the Developer's approval. The Developer intends to approve only locations that render any dumpster as unobtrusive as reasonably possible.

D. **Standard for Developer's Approvals; Exculpation from Liability.** In reviewing and approving plans, drawings, specifications, submissions and other matters to be approved or waived by the Developer under this Article, the Developer intends to ensure that the Structures, Residences and other features embodied or reflected therein meet the requirements set forth in this Article; provided, however, that the Developer reserves the right to waive or modify such restrictions or requirements pursuant to subsection E below. In addition to ensuring that all Structures, Residences and other features comply with the requirements and restrictions of subsection 2B of this Article, the Developer (or the Architectural Control Committee after control thereof has been transferred by Developer) shall have the right to base its approval or disapproval of any plans, designs, specifications, submissions or other matters on such other factors, including completely aesthetic considerations, as the Developer (or the Architectural Control Committee after control thereof has been transferred by Developer) deems appropriate. The Developer or the Architectural Control Committee, as the case may be, shall be deemed to have the broadest discretion in determining what Residences, fences, walls, hedges or other Structures will enhance the aesthetic beauty and desirability of the Project, or otherwise further be consistent with the purposes of any restriction. In no event shall either the Developer (or the agents, officers, employees or consultants thereof) or any member of the Architectural Control Committee have any liability whatsoever to anyone for any act or omission contemplated herein, including, without limitation, the approval or disapproval of plans, drawings, specifications, elevations of the Residences, fences, walls, hedges or other Structures subject thereto, whether such alleged liability is based on negligence, tort, an express or implied contract, fiduciary duty or otherwise. In no event shall any party have the right to impose liability on or otherwise judicially contest the Developer or other persons for any decision (or alleged failure to make a decision) relative to the approval or disapproval of a Structure or any aspect or other matter as to which the Developer reserves the right to approve or waive under this Article. The Developer's approval (or the Architectural Control Committee's approval, as the case may be) of a Structure or other matter shall not be construed as a representation or warranty that the Structure, Residence or other matter is properly designed or that it is in conformity with Township ordinances or other requirements of Commerce Township or any other governmental authority. Any obligation or duty to ascertain any such non-conformities or to advise the Co-owner or any other person of the same (even if known) is hereby disclaimed.

E. **Developer's Right to Waive or Amend Restrictions and Regulations.** Notwithstanding anything herein to the contrary, the Developer reserves to itself, in its capacity as Developer (and to its successors and assigns to whom this right may be assigned in writing, and the Architectural Control Committee, as the case may be), the right to approve any Structure, Residence or activity otherwise proscribed or prohibited hereunder, or to waive any rule, regulation, restriction or requirement provided for in this

Article or elsewhere in the Condominium Documents, if, in the Developer's sole discretion, such is appropriate in order to maintain the atmosphere, architectural harmony, appearance and value of the Project and the Units therein, or to relieve the Co-owner or a contractor from any undue hardship or expense. In no event, however, shall the Developer be deemed to have waived or be estopped from asserting its right to require strict and full compliance with all of the rules, regulations, restrictions and requirements set forth herein unless the Developer indicates its intent and agreement to do so in writing, and, in the case of an approval of nonconforming Structures, the requirements of subsection 2A of this Article are met.

F. **Architectural Control Committee.**

(1) *Upon the expiration of the Development and Sales Period, or at such earlier time as the Developer in its sole discretion may elect, the Developer shall assign, transfer and delegate to an Architectural Control Committee all of the Developer's rights to approve, waive or disapprove plans, specifications, drawings, elevations, submissions or other matters with respect to the construction or location of any Structure on any Unit or any other matter that the Developer may approve or waive as provided in this Article. The assignment will automatically occur on the expiration of the Development and Sales Period, and the Developer shall have no further responsibility with respect to such matters. The Architectural Control Committee shall be comprised of up to three (3) members to be appointed by the Board of Directors. If the Developer is dissolved prior to the expiration of the Development and Sales Period, then Keith Rogers, or such other person as designated in writing by the Developer, shall assume the role of the Developer for all purposes after the Transitional Control Date.*

(2) *At the closing of a vacant Unit (e.g., a Unit upon which a Residence has not been constructed), the purchaser thereof shall pay the Developer the sum of five hundred (\$500.00) dollars, which the Developer shall retain as a fee for the costs of architectural control activities.*

SECTION 3. EASEMENT WITH ADJOINING PROPERTIES. The Project is subject to an easement for maintenance of a fence and greenbelt with the property immediately east of the Project boundary according to the Easement Agreement recorded in Liber 24151, Page 621, Oakland County Records.

ARTICLE VII

JUDICIAL ACTIONS AND CLAIMS

Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's

Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation of the Association and these Bylaws, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of sixty-seven (67%) percent of all Co-owners in number and in value and shall be governed by the requirements of this Article. The requirements of this Article will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner and the Developer shall have standing to sue to enforce the requirements of this Article. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments.

SECTION 1. BOARD OF DIRECTORS' RECOMMENDATION TO CO-OWNERS. The Board of Directors shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed and supervising and directing any civil actions that are filed.

SECTION 2. LITIGATION EVALUATION MEETING. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-owners of the date, time and place of the litigation evaluation meeting shall be sent to all Co-owners not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8½" x 11" paper:

A. A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that:

- (1) *It is in the best interests of the Association to file a lawsuit;*
- (2) *That at least one (1) member of the Board of Directors has personally made a good faith effort to negotiate a settlement with a putative defendant(s) on behalf of the Association without success;*
- (3) *Litigation is the only prudent, feasible and reasonable alternative; and*
- (4) *The Board of Directors' proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent*

alternative.

B. A written summary of the relevant experience of the attorney ("litigation attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action, including the following information:

(1) *The number of years the litigation attorney has practiced law; and*

(2) *The name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.*

C. The litigation attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

D. The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees and all other expenses expected to be incurred in the civil action.

E. The litigation attorney's proposed written fee agreement.

F. The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis as required by Section 6 of this Article.

G. The litigation attorney's legal theories for recovery on behalf of the Association.

SECTION 3. INDEPENDENT EXPERT OPINION. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements that shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney, any other expert recommended by the litigation attorney, or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to

avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with the written notice of the litigation evaluation meeting.

SECTION 4. FEE AGREEMENT WITH LITIGATION ATTORNEY. The Association shall have a written fee agreement with the litigation attorney and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorneys' hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-owners in the text of the Association's written notice to the Co-owners of the litigation evaluation meeting.

SECTION 5. CO-OWNER VOTE REQUIRED. At the litigation evaluation meeting, the Co-owners shall vote on whether or not to authorize the Board of Directors to proceed with the proposed civil action and whether or not the matter should be handled by the proposed litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) and the retention of the litigation attorney shall require the approval of sixty-seven (67%) percent of all Co-owners in number and in value. In the event the proposed litigation attorney is not approved, the entire litigation attorney evaluation and approval process set forth in Article VI Section 2 herein, and in this Section 5, shall be conducted prior to the retention of another attorney for this purpose. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

SECTION 6. LITIGATION SPECIAL ASSESSMENT. All legal fees incurred in pursuit of any civil action that is subject to Sections 1 through 9 of this Article shall be paid by special assessment of the Co-owners ("litigation special assessment"). Notwithstanding anything to the contrary herein, the litigation special assessment shall be approved at the litigation evaluation meeting by sixty-seven (67%) percent of all Co-owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the civil action as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

SECTION 7. ATTORNEY'S WRITTEN REPORT. During the course of any civil action authorized by the Co-owners pursuant to this Article VII, the retained attorney shall submit a written report ("attorney's written report") to the Board of Directors every thirty (30) days setting forth:

A. The attorney's fees, the fees of any experts retained by the attorney and/or the

Association and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period").

B. All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.

C. A detailed description of all discussions with opposing counsel during the reporting period, written or oral, including, but not limited to, settlement discussions.

D. The costs incurred in the civil action through the date of the written report as compared to the attorney's estimated total cost of the civil action.

E. Whether the originally estimated total cost of the civil action remains accurate.

SECTION 8. BOARD MEETINGS. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

A. the status of the litigation;

B. the status of settlement efforts, if any; and

C. the attorney's written report.

SECTION 9. CHANGES IN THE LITIGATION SPECIAL ASSESSMENT. If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation and to allow the Co-owners to vote on whether or not to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

SECTION 10. DISCLOSURE OF LITIGATION EXPENSES. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

ARTICLE VIII

MORTGAGES

SECTION 1. **NOTICE TO ASSOCIATION.** Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee and the Association shall maintain such information in a book entitled "Mortgagees of Units." The Association shall report any unpaid assessments due from the Co-owner of such Unit to the holder of any first mortgage covering such Unit and Co-owners shall be deemed to specifically authorize said action pursuant to these Bylaws. The Association shall give to the holder of any first mortgage covering any Unit in the Condominium written notification of any other default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

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

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

ARTICLE IX

VOTING

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

SECTION 2. **ELIGIBILITY TO VOTE.** No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until such Co-owner has presented a deed or other evidence of ownership of a Unit in the Condominium to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of members held in accordance with Article X Section 2 herein, except as specifically provided in Article X

Section 2 herein. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required under Section 3 of this Article or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period, notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting, the Developer shall be entitled to vote for each Unit that it owns.

SECTION 3. DESIGNATION OF VOTING REPRESENTATIVE. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association, sign petitions and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name, address and telephone number of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name, address and telephone number of each person, firm, corporation, limited liability partnership, limited liability company, 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, but shall not be permitted to serve as an officer or Director of the Association.

SECTION 4. QUORUM. The presence in person or by proxy of thirty-five (35%) percent in number and in value 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 provided herein to require a greater quorum or where voting in person is required by the Bylaws. The written absentee ballot 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 ballot is cast except where prohibited herein.

SECTION 5. VOTING. Votes may be cast in person or by proxy or by a written absentee ballot duly signed by the designated voting representative not present at a given meeting in person or by proxy, except as otherwise provided herein. Proxies and any absentee ballot must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

SECTION 6. MAJORITY. A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent in value of those qualified to vote and present in person or by proxy (or absentee ballot, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, the requisite affirmative vote may be required to exceed the simple majority hereinabove set forth and may require a designated percentage in both number and value of all Co-owners and may require that votes be cast in person.

ARTICLE X

MEETINGS

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

SECTION 2. FIRST ANNUAL MEETING. The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than fifty (50%) percent in number of the Units that may be created in The Hills of Bogie Lake have been conveyed and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75%) percent in number of all Units that may be created or fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Condominium, whichever first occurs. The 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. The phrase "Units that may be created" as used in this Section and elsewhere in the Condominium Documents refers to the maximum number of Units that the Developer is permitted under the Condominium Documents to include in the Condominium.

SECTION 3. ANNUAL MEETINGS. Annual meetings of members of the Association shall be held in the month of October each succeeding year after the year in which the First Annual Meeting is held, on such date and 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 XII 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. The President shall also call a special meeting upon a petition signed by one-third (1/3) of the Co-owners in number presented to the Secretary of the Association, but only after the First Annual Meeting has been held or at the request of the Developer. A Co-owner must be eligible to vote at a meeting of members to validly sign a petition. 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 notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record at least ten (10) days, but not more than sixty (60) days, prior to such meeting, except for the litigation evaluation meeting which notice requirements are prescribed in Article

VII Section 2 herein. 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 pursuant to Article IX, 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 to attempt to obtain a quorum.

SECTION 7. ORDER OF BUSINESS. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspector of elections (at annual meetings or special meetings held for the purpose of election of directors or officers); (g) election of Directors (at annual meetings or special meetings held for such a 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 that may be taken at a meeting of the members of the Association (except for the election or removal of directors) may be taken without a meeting, with or without prior notice, by written consent of the members, except for litigation evaluation meetings referenced in Article VII herein. Written consents may be solicited in the same manner as provided in Section 4 of this Article for the giving of notice of meetings of members. Such solicitation may specify the percentage of consents necessary to approve the action and the time by which consents must be received in order to be counted. The form of written consent shall afford an opportunity to consent (in writing) as to each matter and shall provide that where the member specifies his consent, the vote shall be cast in accordance therewith. Approval by written consent shall be constituted by receipt within the time period specified in the solicitation of a number of written consents that equals or exceeds the minimum number of votes that would be required for approval if the action were taken at a meeting at which all members entitled to vote were present and voted.

SECTION 9. CONSENT OF ABSENTEES. The transactions of any meeting of members, either annual or special, except the litigation evaluation meeting discussed in Article VII herein, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum be present either in person, by proxy or by absentee ballot; and, if either before or after the meeting each of the members not present in person, by proxy or absentee ballot, signs a written waiver of notice, 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 of the Association or made a part of the minutes of the meeting of members.

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 XI

ADVISORY COMMITTEE

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

BOARD OF DIRECTORS

SECTION 1. QUALIFICATION OF DIRECTORS. **The affairs of the Association shall be governed by a Board of Directors, all of whom must be members in good standing of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors and any successors thereto appointed by the Developer. Directors shall serve without compensation.**

SECTION 2. ELECTION OF DIRECTORS.

A. **First Board of Directors.** The first Board of Directors shall be comprised of one (1) person and such first Board of Directors, or its successors as elected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Immediately prior to the appointment of the first non-developer Co-owner to the Board, the Board shall be increased in size to five (5) persons. Thereafter, elections for non-developer Co-owner directors shall be held as provided in subsections B and C of this Article. The directors shall hold office until their successors

are elected and hold their first meeting.

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

C. Election of Directors at and after the First Annual Meeting.

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

(2) Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Condominium, the non-developer Co-owners shall have the right to elect a number of members to the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members to the Board of Directors equal to the percentage of Units that are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subparagraph (1) above. 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 subparagraph (2) above, or if the product of the number of the members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under

subsection (B) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one (1) director as provided in subparagraph (1) above.

(4) Except as provided in subsection 2(C)(2) above, at the First Annual Meeting, three (3) directors shall be elected for a term of two (2) years and two (2) directors shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one slate and the three (3) persons receiving the highest number of votes shall be elected for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either two (2) or three (3) directors shall be elected, depending upon the number of directors whose terms expire. After the First Annual Meeting, the term of office (except for two (2) directors elected at the First Annual Meeting) of each director shall be two (2) years. The directors shall hold office until their successors have been elected and hold their first meeting.

(5) Once the Co-owners have acquired the right hereunder to elect a majority of the directors, annual meetings of Co-owners to elect directors and conduct other business shall be held in accordance with the provisions of Article X, Section 3 herein.

SECTION 3. POWERS AND DUTIES. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.

SECTION 4. OTHER DUTIES. In addition to the foregoing duties imposed by these Bylaws, or any further duties that may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

A. To manage and administer the affairs of, and to maintain, the Condominium and the Common Elements thereof.

B. To levy and collect assessments against and from the Co-owners and to use the proceeds thereof for the purposes of the Association.

- C. To carry insurance and to collect and to allocate the proceeds thereof.
- D. To rebuild improvements after casualty.
- E. To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium.
- F. To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- G. To grant easements, rights-of-entry, rights-of-way and licenses to, through and over, and with respect to Association property and/or the Common Elements of the Condominium on behalf of the members of the Association in furtherance of any of the purposes of the Association, and to dedicate to the public any portion of the Common Elements of the Condominium; provided, however, that, subject to the provisions of the Master Deed, any such action shall also be approved by affirmative vote of more than sixty (60%) percent in number and in value of all Co-owners. The aforesaid sixty (60%) percent approval requirement shall not apply to subsection H below.
- H. To grant such easements, licenses and other rights-of-entry, use and access, and to enter into any contract or agreement, including wiring agreements, utility 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 fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, antenna, multichannel multi-point distribution service and similar services (collectively "Telecommunications") to the Condominium or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right-of-entry or do any other act or thing that would violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications company or any other company or entity in connection with such service, including fees, if any, for the privilege of installing same, or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium within the meaning of the Act, except that same shall be paid over to and shall be the property of the Developer during the Development and Sales Period and, thereafter, the Association.
- I. To borrow money and issue evidences of indebtedness in furtherance of any and 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 more than sixty (60%) percent of all of Co-

owners, unless same is a letter of credit and/or appeal bond for litigation.

J. To make and enforce reasonable rules and regulations in accordance with Article VI Section 2B(33) of these Bylaws and such other applicable provisions, and to make and enforce resolutions and policies in furtherance of any or all of the purposes of the Association or of the Condominium Documents.

K. 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 that are not by law or by the Condominium Documents required to be performed by the Board.

L. To make rules and regulations and/or to enter into agreements with institutional lenders for the purposes of which are to obtain mortgage financing for Co-owners that is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association and/or any other agency of the Federal government or the State of Michigan, or to satisfy the requirements of the United States Department of Housing and Urban Development.

M. To enforce the provisions of the Condominium Documents.

SECTION 5. MANAGEMENT AGENT. The Board of Directors shall employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto, but which shall not be a Co-owner or resident or any person or entity affiliated with a Co-owner or resident) at a 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 that 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. During the Development and Sales Period, any decision by the Board to self-manage the Project shall be subject to the Developer's approval.

SECTION 6. VACANCIES. Vacancies in the Board of Directors that 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 under these

Bylaws to designate. Vacancies among non-developer Co-owner-elected directors that 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 subsection 2C of this Article.

SECTION 7. REMOVAL. Except for directors appointed by the Developer, at any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one (1) or more of the directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent in number and in value of all of the Co-owners eligible to vote, and a successor may then and there be elected to fill the vacancy thus created. 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 appointed by it at any time or from time to time in its sole discretion. Any director elected by the non-developer Co-owners to serve before the First Annual Meeting of members may be removed before the First Annual Meeting by the non-developer Co-owners in the same manner set forth in this Section above for removal of directors generally.

SECTION 8. FIRST MEETING. The first meeting of the newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Board of 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 Board of 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 five (5) 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 upon three (3) days' notice to each director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) directors.

SECTION 11. WAIVER OF NOTICE. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

SECTION 12. QUORUM. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors 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 is less than a quorum present, the majority of the directors 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 that 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. CLOSING OF BOARD OF DIRECTORS' MEETINGS TO MEMBERS; PRIVILEGED MINUTES. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board of Directors. All members of the Association shall have the right to inspect and make copies of the minutes of the meetings of the Board of Directors, provided, however, that no member of the Association shall be entitled to review or copy any minutes of meetings of the Board of Directors to the extent that said minutes reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence or the Michigan Court Rules.

SECTION 14. ACTION BY WRITTEN CONSENT. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid if consented to in writing by the requisite majority of the Board of Directors.

SECTION 15. ACTIONS OF FIRST BOARD OF DIRECTORS BINDING. All of the actions (including, without limitation, the adoption of these Bylaws and any rules and regulations, policies or resolutions by the Association) of the First Board of Directors, or any successors thereto appointed by the Developer before the First Annual Meeting of members, shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the First Annual Meeting of members or at any subsequent annual meeting of members, provided that such actions are within the scope of the powers and duties that may be exercised by any Board of Directors as provided in the Condominium Documents.

SECTION 16. 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 XIII

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, Secretary and a Treasurer. Both the President and the Vice-President must be members of the Association; other officers may,

but need not be, members of the Association. Any such members serving as officers shall be in good standing with the Association. The Board 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. Officers shall be compensated only upon the affirmative vote of more than sixty (60%) percent in number and in value of all Co-owners.

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

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

SECTION 4. PRESIDENT. The President shall be the chief executive officer of the Association. The President shall preside and may vote at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties that are usually vested in the office of the President of an Association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as the President may in the President's discretion deem appropriate to assist in the conduct of the affairs of the Association.

SECTION 5. VICE-PRESIDENT. The Vice-President shall take the place of the President and perform the President's 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 the Vice-President by the Board of Directors.

SECTION 6. SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association. The Secretary shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct. The Secretary shall, in general, perform all duties incident to the office of the Secretary.

SECTION 7. TREASURER. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may from time to time be designated by the

Board of Directors.

SECTION 8. 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 XIV

SEAL

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

ARTICLE XV

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. The non-privileged Association books, records and contracts concerning the administration and operation of the Condominium shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours, subject to such reasonable inspection procedures as may be established by the Board of Directors from time to time. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefore. The cost of any such audit and any accounting expenses shall be expenses of administration.

SECTION 2. FISCAL YEAR. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the directors. Absent such determination by the Board of Directors, the fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year shall be subject to change by the directors for accounting reasons or other good cause.

SECTION 3. DEPOSITORIES. The 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 banks or savings associations as are insured by the Federal Deposit Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government or in such other depositories as may be adequately insured in the discretion of the Board of Directors.

SECTION 4. CO-OWNER ACCESS TO BOOKS AND RECORDS; PROCEDURES. **Each Co-owner has the right to review the books and records of the Association. The following procedures are to be followed regarding such requests:**

A. In order to review the books and records, the requesting Co-owner must submit a request in writing to the Board of Directors in care of the management agent (or if there is no management agent to the Secretary of the Association).

(1) *The request must state which books and records the Co-owner seeks to review.*

(2) *The request must state whether the Co-owner will require copies of the records that are requested.*

(3) *The request must have the name, address and telephone number of the requesting party.*

B. Upon receipt of the request from a Co-owner to review the records, the management agent (or Secretary of the Association if there is no management agent) will advise the Board of Directors of the Association of the request. The management agent (or Secretary if there is no management agent) will then inform the Co-owner of a convenient time, place and date where the requested records may be reviewed. The Co-owner shall be advised of the time place and date within five (5) working days of the receipt of the Co-owner's initial request. The Co-owner shall be advised at that time of the following:

(1) *The Co-owner will be responsible for payment of the actual costs of all reproductions or copies of the requested documents. The Co-owner shall be informed of the per-page copying cost before copies are made.*

(2) *The Co-owner shall be responsible for payment for time spent by the management agent personnel at the rate set by the management contract.*

(3) *Each Co-owner may make only one (1) such request per calendar quarter.*

(4) *These procedures shall also apply to requests for copies of*

books and records made by mortgagees of Units.

ARTICLE XVI

INDEMNIFICATION OF OFFICERS AND DIRECTORS; DIRECTORS' AND OFFICERS' INSURANCE

SECTION 1. INDEMNIFICATION OF OFFICERS AND DIRECTORS. **No volunteer director or officer, as that term is defined in Act 162, Public Acts of 1982, as amended ("Act 162"), shall be personally liable to the Association or its members for monetary damages for breach of fiduciary duty as a director or officer, provided that the foregoing shall not eliminate the liability of a director or officer for any of the following: (i) breach of the director's or officer's duty of loyalty to the Association or its members; (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) a violation of Section 551(1) of Act 162; (iv) a transaction from which the director or officer derived an improper personal benefit; or (v) an act or omission that is grossly negligent. If Act 162 is hereafter amended to authorize the further elimination or limitation of the liability of directors or officers, then the liability of a director or officer of the Association, in addition to the limitation on personal liability contained herein, shall be limited to the fullest extent permitted by the amended Act 162. No amendment or repeal of this Article XVI shall apply to or have any effect on the liability of any director or officer of the Association for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.**

As provided under MCL 450.2209, and 1996 Public Act 397, the Association will assume liability for all acts or omissions of a volunteer director, volunteer officer or other volunteer that occurred after the date of the filing of the Articles of Incorporation of The Hills of Bogie Lake Association if all of the following conditions are met: (i) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (ii) the volunteer was acting in good faith, (iii) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct; (iv) the volunteer's conduct was not an intentional tort; and (v) the volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the Insurance Code of 1956, 1956 Public Act 218, being MCL 500.3135.

Every director and officer of the Association (including the first Board of Directors and any other directors and/or officers of the Association appointed by the Developer) shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable attorney fees and amounts paid in settlement, incurred by or imposed upon him or her in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal, including actions by or in the right of the Association, 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 that it has approved, the Association shall notify all Co-owners thereof.

SECTION 2. DIRECTORS' AND OFFICERS' INSURANCE. The Association shall provide liability insurance for every director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With the prior written consent of the Association, a director or an officer of the Association may waive any liability insurance for such director's or officer's personal benefit, or other applicable statutory indemnification. No director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 above or other applicable statutory indemnification.

ARTICLE XVII

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 by one-third (1/3) or more of the Co-owners in number 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-seven (67%) percent in number and in value 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. During the Development and Sales Period, these Bylaws may not be amended in any manner so as to materially affect and/or impair the rights of the Developer unless said amendment has received the prior written consent of the Developer.

SECTION 4. BY DEVELOPER. Prior to the Transactional 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 rights of a Co-owner or a mortgagee, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association and/or any other agency of the Federal government or the State of

Michigan.

SECTION 5. WHEN EFFECTIVE. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Oakland County Register of Deeds.

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

SECTION 7. COMPLIANCE/ORDINANCE. No amendment to these Bylaws shall conflict with Commerce Township ordinances or the conditions for approval for The Hills of Bogie Lake.

ARTICLE XVIII

COMPLIANCE

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

ARTICLE XIX

DEFINITIONS

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

ARTICLE XX

REMEDIES FOR DEFAULT

SECTION 1. RELIEF AVAILABLE. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

A. **Legal Action.** Failure to comply with any of the terms and provisions of the Condominium Documents or the Act, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, 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 a lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

B. **Recovery of Costs.** Failure of Co-owner and/or non Co-owner resident or guest to comply with the Condominium Documents shall entitle the Association to recover from such Co-owner or non Co-owner resident or guest the pre litigation and litigation costs and actual reasonable attorneys' fees incurred in obtaining their compliance with the Condominium Documents. In addition, in any proceeding arising because of an alleged default by any Co-owner, or in cases where the Association must defend an action brought by any Co-owners(s) or non-Co-owner resident or guest (regardless if the claim is original or brought as defense, counterclaim, cross claim or otherwise), the Association, if successful, shall be entitled to recover from such Co-owner or non-Co-owner resident or guest, pre-litigation costs, the costs of the proceeding and actual attorney's fees (not limited to statutory fees), incurred in defense of any claim or in obtaining compliance or relief, but in no event shall any Co-owner or non Co-owner resident be entitled to recover such attorney's fees or costs against the Association.

C. **Removal and Abatement.** The violation of any of the provisions of the Condominium Documents, including the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall also give the Association, or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, 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; provided, however, that judicial proceedings shall be instituted before items of construction are altered or demolished pursuant to this subsection. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

D. **Assessment of Fines.** The violation of any of the provisions of the Condominium Documents, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, by any Co-owner, tenant or non-owner occupant of his Unit, in addition to the rights set forth above, shall be grounds for assessment by the Association of a monetary fine for such violation against said Co-owner. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws.

SECTION 2. **NONWAIVER OF RIGHT.** The failure of the Association or of any Co-owner to

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

SECTION 3. CUMULATIVE RIGHTS, REMEDIES AND PRIVILEGES. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one (1) 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 4. 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 non-compliance with the terms and provisions of the Condominium Documents or the Act.

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 the Developer to any other entity or entities or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development 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/or 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 that shall not be terminable in any manner hereunder and that shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXII

ASSESSMENT OF FINES

SECTION 1. GENERAL. The violation by any Co-owner, non-owner occupant, tenant,

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

SECTION 2. PROCEDURES. Upon any such violation being alleged by the Board of Directors, 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 IX Section 3 of these Bylaws.

B. **Opportunity to Defend**. The offending Co-owner shall have an opportunity to appear before the Board of Directors 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 by the Co-owner.

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

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

A. **First Violation**. No fine shall be levied.

B. **Second Violation**. Fifty (\$50.00) Dollar fine.

- C. **Third Violation.** One Hundred (\$100.00) Dollar fine.
- D. **Fourth Violation and Subsequent Violations.** One Hundred Fifty (\$150.00) Dollar fine.

SECTION 4. COLLECTION. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment installment, or the first of the next following month, whichever occurs first. Failure to pay the fine(s) will subject the Co-owner to all liabilities set forth in the Condominium Documents, including, without limitations, those described in Article II and Article XX of these Bylaws.

ARTICLE XXIII

SEVERABILITY/CONSTRUCTION

SECTION 1. 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 terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

SECTION 2. RULES OF CONSTRUCTION.

- A. In the event of a conflict between the Act, the Master Deed, Articles of Incorporation, Bylaws and any Rules and Regulations, the Act shall control.
- B. In the event of a conflict between the Master Deed, the Bylaws, Articles of Incorporation or any Rules and Regulations, the Master Deed shall control.
- C. In the event of a conflict between the Articles of Incorporation, the Bylaws or any Rules and Regulations, the Bylaws shall control.
- D. In the event of a conflict between the Bylaws and any Rules and Regulations, the Bylaws shall control.

EXHIBIT B

REVISED SITE PLAN SHEETS

Consolidated Copy

REPLAT #2

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1521
EXHIBIT "B" TO THE MASTER DEED OF

THE HILLS OF BOGIE LAKE

COMMERCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN

SURVEYOR

AMBIT LAND SURVEYORS, INC.
691 WING STREET
PLYMOUTH, MI. 48170

ENGINEER

SEIBER, KEAST ENGINEERING, L.L.C.
7125 ORCHARD LAKE ROAD, SUITE 304
WEST BLOOMFIELD, MICHIGAN 48322

DEVELOPER:

HILLS OF BOGIE LAKE, L.L.C.
4190 TELEGRAPH ROAD, SUITE 3300
BLOOMFIELD HILLS, MICHIGAN 48302

LEGAL DESCRIPTION

A part of the Northeast 1/4 of Section 4, Town 2 North, Range 8 East, Commerce Township, Oakland County, Michigan, and a part of the Southeast 1/4 of Section 33, Town 3 North, Range 8 East, White Lake Township, Oakland County, Michigan; more particularly described as commencing at the Northeast Corner of said Section 4, for a POINT OF BEGINNING; thence South 00°3'26" East, 2886.30 feet, along the East line of said Section 4, to the East 1/4 Corner of said Section 4, and the Northeast corner of "Huron Hills Condominium", Oakland County Condominium Subdivision Plan No. 645; thence South 89°43'26" West, 2889.12 feet, along the East and West 1/4 line of said Section 4, and along the Northerly line of said "Huron Hills Condominium", (recorded as N.89°37'35" W.) and along the Northerly line of "Bridge Pointe Sub. No. 3", as recorded in Liber 265 of Plats, on pages 10, 11, 12 and 13, Oakland County Records (recorded as S 89°37'43" E), to the Northwest corner of said "Bridge Pointe Sub. No. 3", and a point on the Easterly line of "Carla Hills Sub. No. 3", as recorded in Liber 158 of Plats, on Pages 24 and 25, Oakland County Records, and to the Center of said Section 4; thence North 01°06'18" East, 1324.80 feet, along the Easterly line of said "Carla Hills Sub. No. 3" (recorded as S 01°02'15" E 1346.37 feet), to the Northeast corner of said "Carla Hills Sub. No. 3", and the Southerly line of "Bogie Lake Estates No. 2", as recorded in Liber 219 of Plats, on Pages 9, 10, 11, 12 and 13, Oakland County Records; thence North 89°39'22" East, 231.65 feet, along the Southerly line of said "Bogie Lake Estates No. 2", to the Southeast corner of said "Bogie Lake Estates No. 2"; thence North 17°00'00" West, 473.55 feet, along the Easterly line of said "Bogie Lake Estates No. 2"; thence North 04°35'00" West, 1125.00 feet, along the Easterly line of said "Bogie Lake Estates No. 2", to the Northeast corner of said "Bogie Lake Estates No. 2", and a point on the Southerly line of "Bogie Lake Estates No. 1", as recorded in Liber 212 of Plats, on Pages 26 and 27, Oakland County Records (said point being located North 89°56'37" East, 120.00 feet from the North 1/4 Corner of said Section 4); thence North 89°56'37" East, 263.42 feet, along the Southerly line of said "Bogie Lake Estates No. 1", to the South 1/4 Corner of Section 33, Town 3 North, Range 8 East; thence continuing North 89°56'37" East, 1334.85 feet, along the Southerly line of said "Bogie Lake Estates No. 1", to the Southeast corner of said "Bogie Lake Estates No. 1"; thence South 89°51'47" East, 1059.10 feet, to the POINT OF BEGINNING. All of the above containing 174.333 acres. All of the above being subject to easements, restrictions, and right-of-ways of record. Subject to and benefiting from the Declaration of Easements for Ingress and Egress recorded in Liber 28465, Page 398, Oakland County Records.

NOTE
THE ASTERISK (*) AS SHOWN IN THE SHEET INDEX INDICATES AMENDED OR ARE NEW SHEETS WHICH ARE REVISED, DATED AUGUST 9, 2005. THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECORDED.

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*41.	UTILITY PLAN - UNITS 221 - 229
*42.	AREA AND VOLUME DATA

PROPOSED DATE
DECEMBER 10, 2013

THE HILLS OF BOGIE LAKE

TITLE PAGE

SEIBER, KEAST
ENGINEERING L.L.C.

7125 ORCHARD LAKE ROAD, SUITE 304
WEST BLOOMFIELD, MICHIGAN 48322
PHONE: 734.942.7351

SHEET
1
OF
42

Patrick Keast
PATRICK G. KEAST
REGISTERED PROFESSIONAL ENGINEER
NO. 37560



SEE SHEET 1 FOR LEGAL DESCRIPTION.

ADDITIONAL EASEMENTS MAY BE SHOWN ON AS-BUILT DRAWINGS. THE SYMBOL "o" INDICATES A CONCRETE MONUMENT SET CONSISTING OF A 1/2" DIAMETER STEEL ROD ENCASED IN A 4" DIAMETER CONCRETE CYLINDER, 3' LONG).

THE SYMBOL "m" INDICATES A CONCRETE MONUMENT FOUND (CONSISTING OF A 1/2" DIAMETER STEEL ROD ENCASED IN A 4" DIAMETER CONCRETE CYLINDER, 3' LONG).

BASIS OF BEARING FOR THIS SURVEY IS THE EASTERLY LINE OF "BOGIE LAKE ESTATES NO. 2", AS RECORDED IN LIBER 219 OF PLATS, PAGES 9, 10, 11, 12, AND 13, OAKLAND COUNTY RECORDS, ALSO BEING THE WESTERLY BOUNDARY OF THE DESCRIBED PARCEL. THE SUBJECT PROPERTY IS NOT LOCATED WITHIN THE FLOOD HAZARD AREA INDICATED BY THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL 10260479 0010 B, DATED FEB. 1, 1985 AND 200475 0005 B, DATED MARCH 16, 1981.

REFERENCE BENCH MARK "100". SET MAG NAIL IN SOUTH FACE OF LIGHT POLE ELEVATION=961.60. REFERENCE BENCH MARK "102". SET MAG NAIL IN NORTH FACE OF 24" SHAGBARK HICKORY TREE ELEVATION=950.86.

SURVEYOR'S CERTIFICATE

I, PETER P. PALCZYNSKI, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS THE HILLS OF BOGIE LAKE, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1521, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY MADE UNDER MY DIRECTION; THAT THERE ARE NO EXISTING ENCUMBRANCES UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED, OR THAT SURVEY HAS BEEN POSTED WITH THE LOCAL MUNICIPALITY, FOR THE PLACEMENT OF SAID MONUMENTS AND MARKERS WITHIN A SET PERIOD OF TIME.

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

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

DATE: 10.10.14
 PETER P. PALCZYNSKI
 PROFESSIONAL SURVEYOR
 REGISTRATION NUMBER 30096
 MICHIGAN LAND SURVEYORS, INC.
 69 WILSON STREET
 PLYMOUTH, MI. 48170

PROPOSED DATE
 DECEMBER 10, 2013

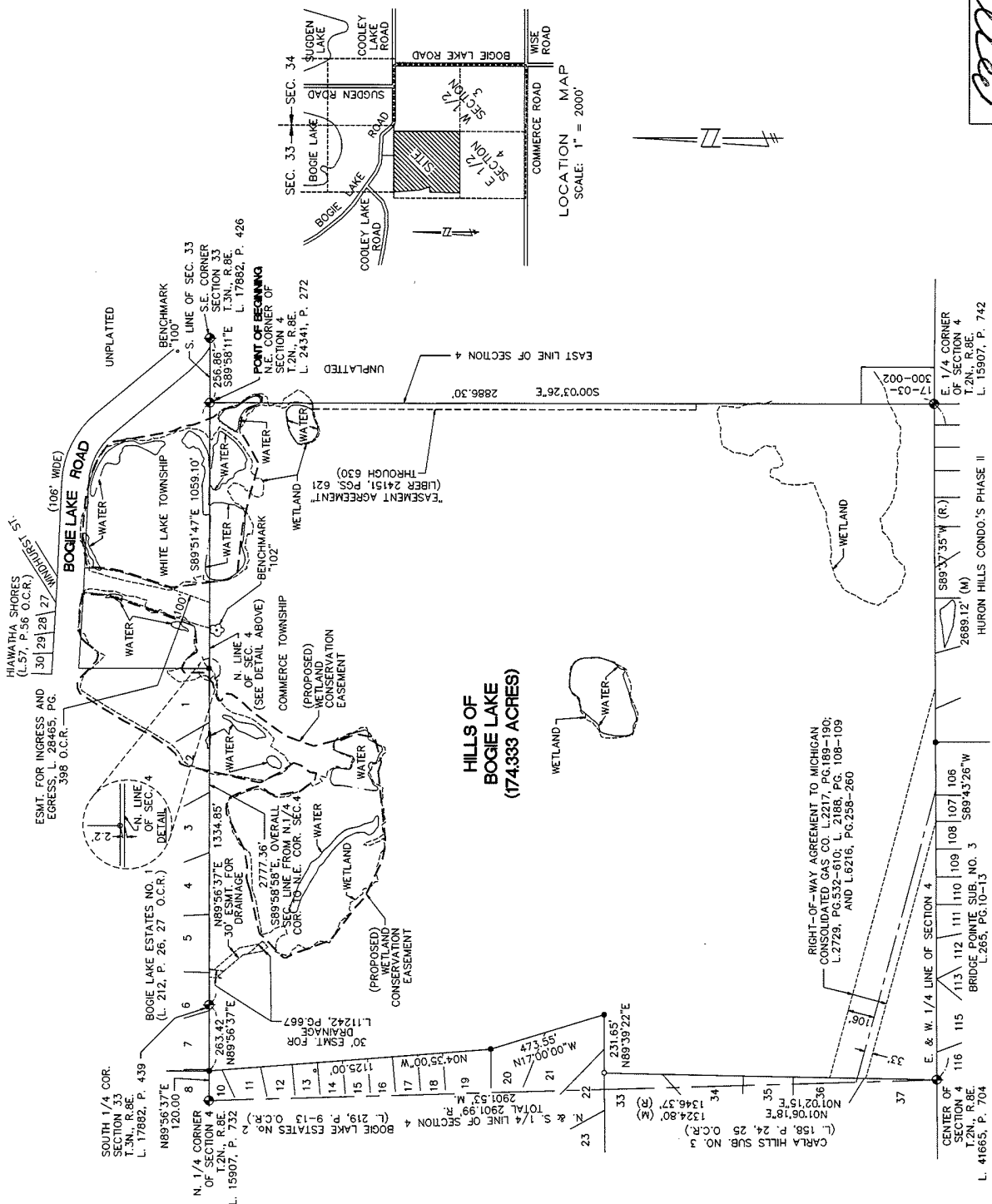
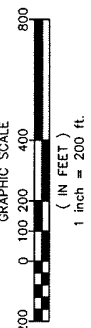
THE HILLS OF BOGIE LAKE

SURVEY PLAN



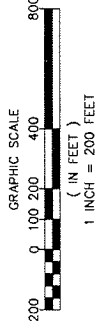
SEIBER, KEAST
 ENGINEERING L.L.C.
 CONSULTING ENGINEERS
 7125 MIDLAND LAKE ROAD, SUITE 300, WEST BLOOMFIELD, MI 48322
 PHONE: 248.943.5337

SHEET 2 OF 42

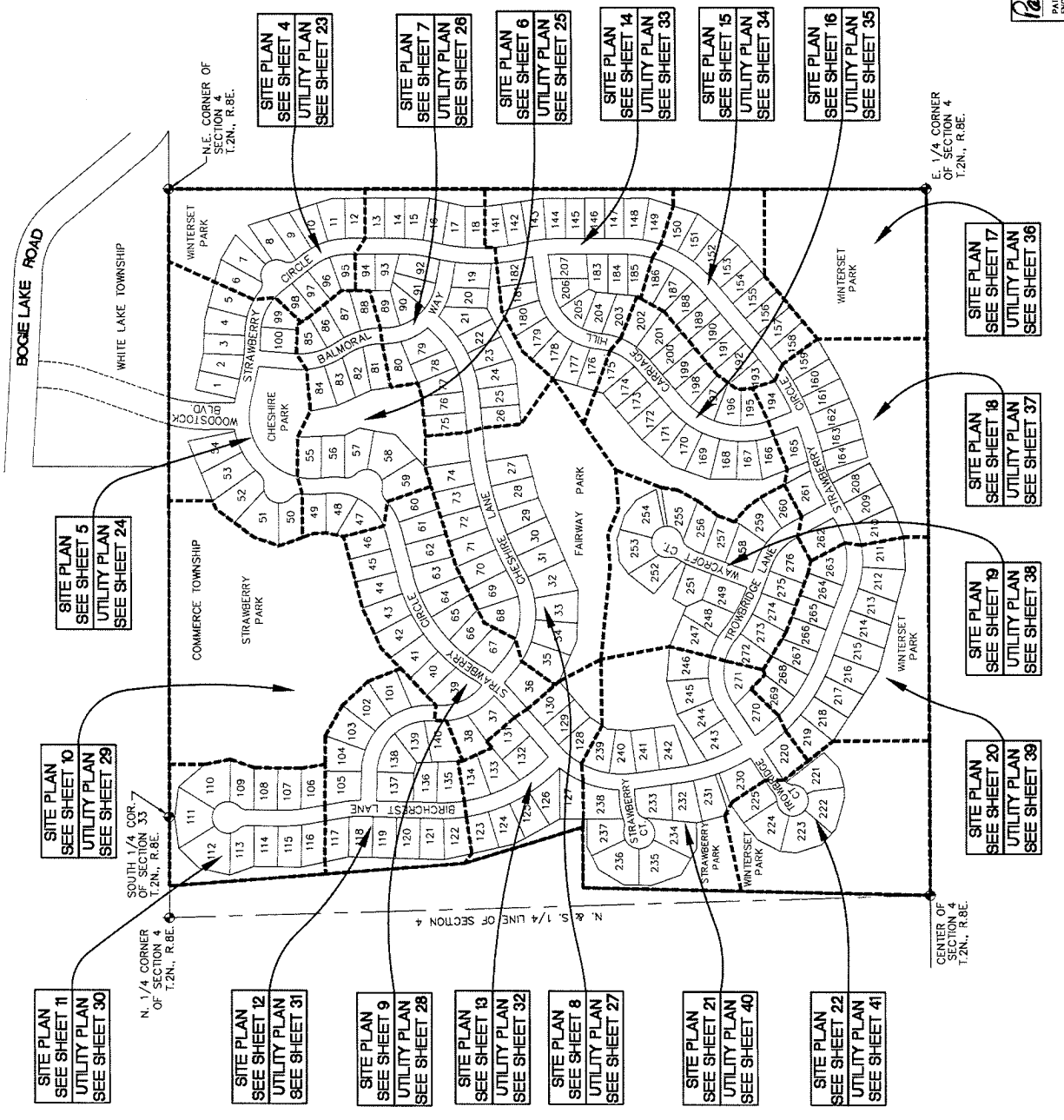


HILLS OF BOGIE LAKE (174.333 ACRES)

GRAPHIC SCALE
 0 100 200 400 800
 (IN FEET)
 1 inch = 200 ft.



NOTE: #226 THROUGH #229, AND UNIT #250 HAVE BEEN ELIMINATED. UNITS #219 THROUGH #225, UNITS #230, #248, #249, UNITS #251 THROUGH 259, UNIT #260, AND GENERAL #271 THROUGH #276 AND GENERAL COMMON ELEMENTS HAVE BEEN RECONFIGURED.



SITE PLAN
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UTILITY PLAN
SEE SHEET 30

SITE PLAN
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UTILITY PLAN
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SITE PLAN
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UTILITY PLAN
SEE SHEET 36

Patrick J. Keast
PATRICK J. KEAST
ENGINEER NO. 27380

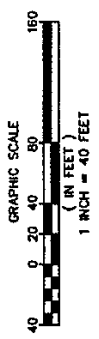
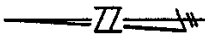
PROPOSED DATE
DECEMBER 10, 2013

THE HILLS OF BOGIE LAKE

SITE PLAN - SHEET INDEX

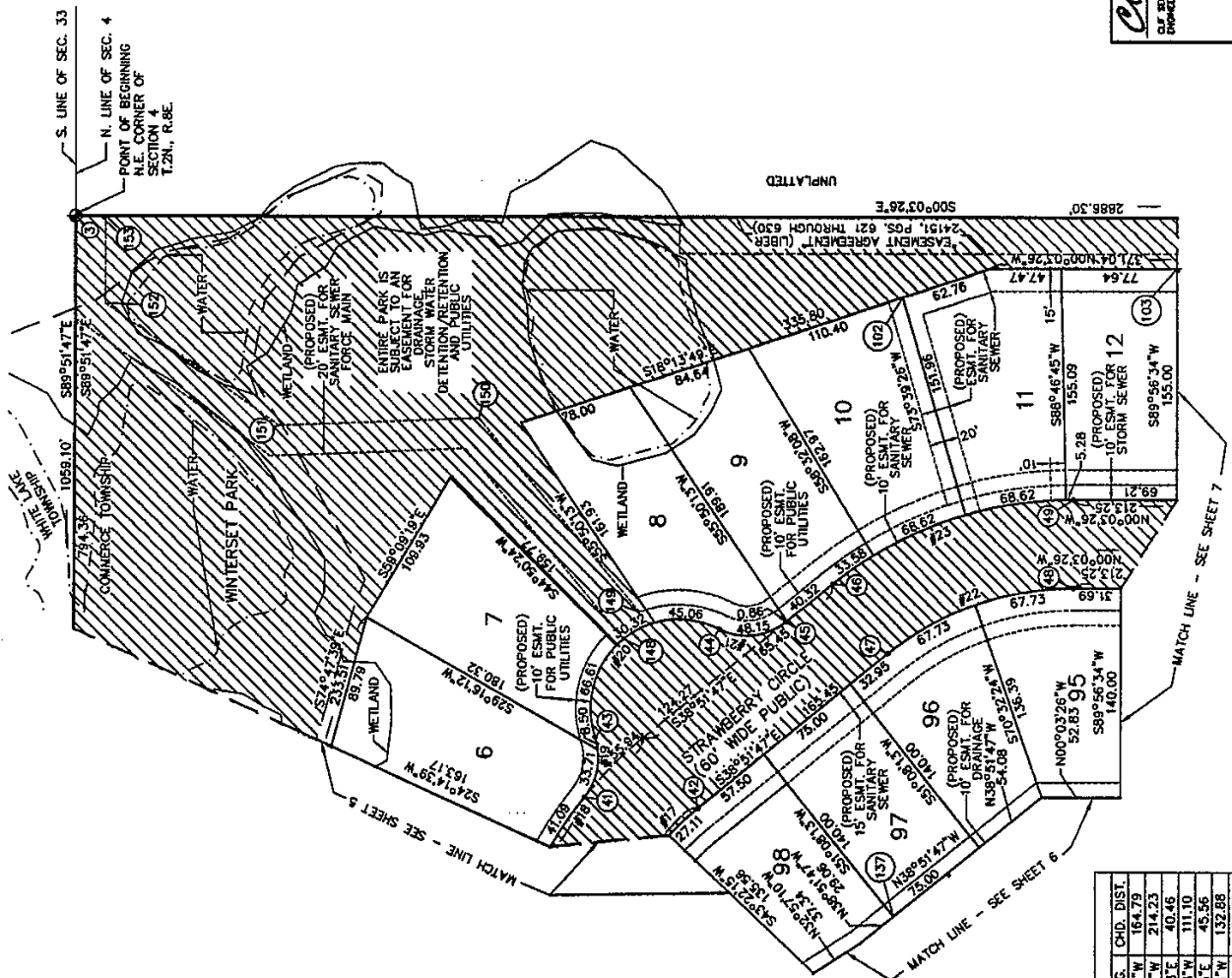
SEIDER, KEAST
ENGINEERING L.L.C.
CONSULTING ENGINEERS
7125 ORCHARD LAKE ROAD, SUITE 200, WAUKESHA, WI 53186
PHONE: 262-562-7357

NO. 262-26261-33
SHEET
3
OF
42



NOTE:

- UNIT 1 AND UNIT 54 MUST BE BUILT. UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 276 NEED NOT BE BUILT.
- THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.
- ALL ROADS MUST BE BUILT.
- (1) DENOTES COORDINATE POINT NUMBER.
- INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.
- X INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER NOT SET.
- [Hatched Box] GENERAL COMMON ELEMENT.
- 1 INDICATES A UNIT NUMBER.
- ALL UNITS ARE PROPOSED.
- ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS" SUBJECT TO CONVERSION PURSUANT TO ARTICLE IX OF THE MASTER DEED.



COORDINATE POINT	EASTING	NORTHING
1	4997.5122	6055.0928
2	4652.6724	5653.8040
3	4572.7147	5651.8816
4	4572.7147	5651.8816
5	4572.7147	5651.8816
6	4572.7147	5651.8816
7	4572.7147	5651.8816
8	4572.7147	5651.8816
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51	4572.7147	5651.8816
52	4572.7147	5651.8816
53	4572.7147	5651.8816

CURVE	ARC	RADIUS	DELTA	CHD. BRG.	CHD. DIST.
F17	169.85	200.00	48°39'27"	N63°11'31"W	164.79
F18	220.80	260.00	48°39'27"	N63°11'31"W	214.23
F19	42.21	42.00	57°34'57"	S79°58'53"E	40.46
F20	141.99	60.00	135°35'38"	N40°58'33"W	111.10
F21	48.15	42.00	65°41'03"	S06°01'15"E	45.86
F22	135.45	200.00	38°48'22"	N19°27'36"W	132.88
F23	176.10	260.00	38°48'22"	N19°27'36"W	172.75

City Slicker
 CIVIL ENGINEER
 LICENSE NO. 31973

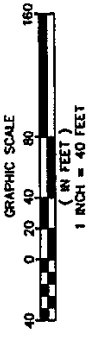
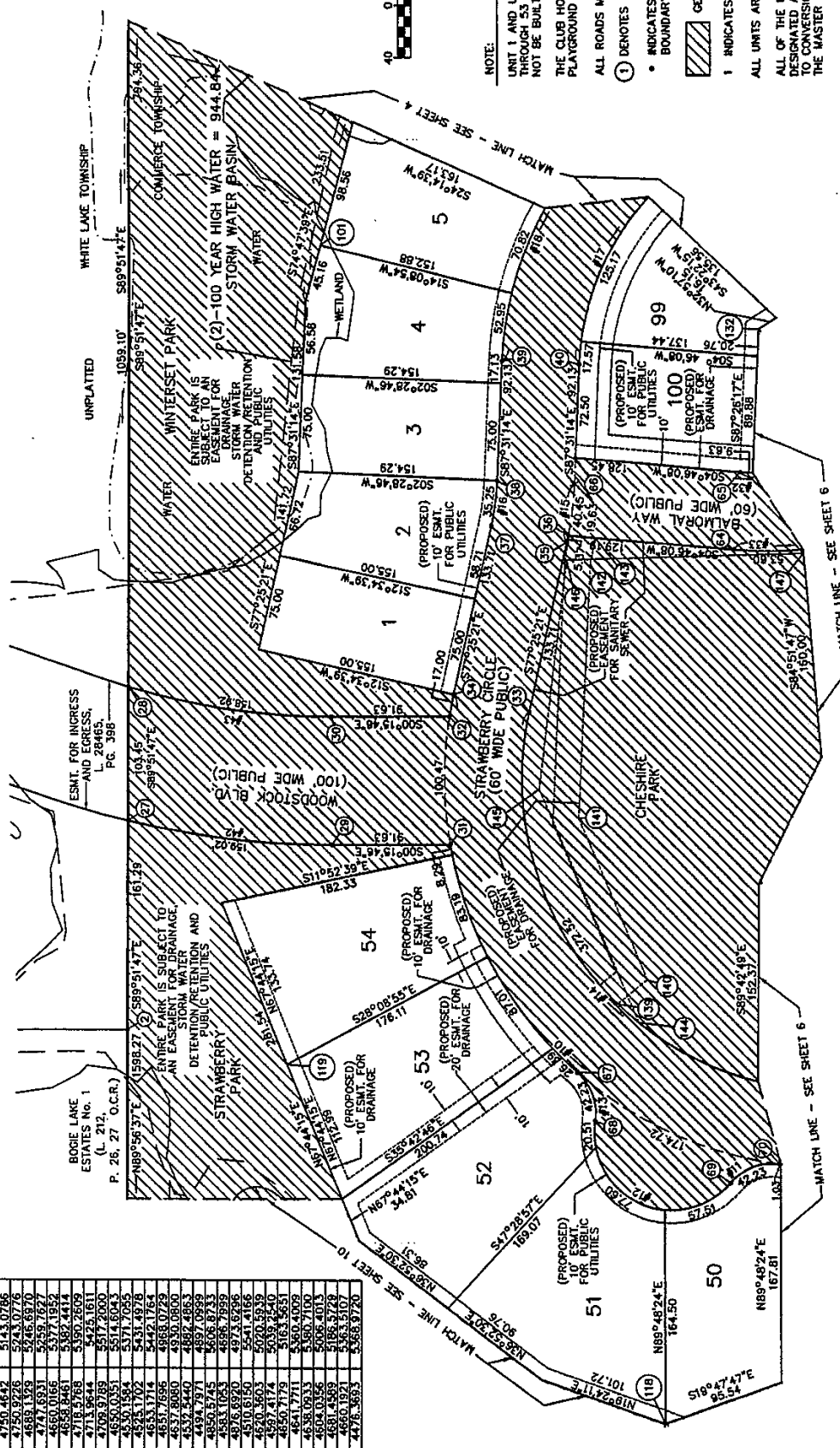
PROPOSED DATE
 NOVEMBER 8, 2004

THE HILLS OF BOGIE LAKE
SITE PLAN - UNITS 6-12, 95-98

SEIBER, HEAST &
 ASSOCIATES, INC.
 CONSULTING ENGINEERS

DATE: 11/08/04
 SHEET 4 OF 42

COORDINATE POINT	EASTING	NORTHING
1	4993.000	5101.000
2	4993.000	5101.000
3	4993.000	5101.000
4	4993.000	5101.000
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97	4993.000	5101.000
98	4993.000	5101.000
99	4993.000	5101.000
100	4993.000	5101.000



NOTE:

- UNIT 1 AND UNIT 54 MUST BE BUILT. UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 276 NEED NOT BE BUILT.
- THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.
- ALL ROADS MUST BE BUILT.
- ① DENOTES COORDINATE POINT NUMBER.
- INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.
- GENERAL COMMON ELEMENT.
- 1 INDICATES A UNIT NUMBER.
- ALL UNITS ARE PROPOSED.
- ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS" SUBJECT TO THE CONVERSION TO ARTICLE 14 OF THE MASTER DEED.

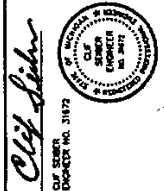
PROPOSED DATE
NOVEMBER 8, 2004

THE HILLS OF BOGIE LAKE

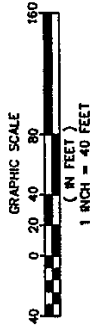
SITE PLAN - UNITS 1-5, 50-54, 99-100

PREPARED BY
SEIBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS

DATE: 11/08/04
SHEET NO. 5 OF 42



CURVE	ARC	RADIUS	DELTA	CHD. BRG.	CHD. DIST.
#10	568.45	300.00	112°23'10"	S46°23'05"W	498.55
#11	42.23	42.00	57°05'54"	N71°09'49"W	40.48
#12	155.62	60.00	146°36'05"	S24°19'46"W	115.52
#13	42.23	42.00	57°05'54"	N69°20'21"E	40.48
#14	470.76	240.00	112°23'10"	S46°23'05"W	398.64
#15	45.82	260.00	10°05'53"	S92°28'17"E	45.76
#16	35.25	200.00	10°05'53"	S92°28'17"E	35.20
#17	163.85	200.00	48°39'27"	N63°11'31"W	164.79
#18	270.86	260.00	48°39'27"	N63°11'31"W	214.23
#19	171.86	250.00	39°24'34"	S14°58'09"E	168.59
#20	171.86	250.00	39°24'34"	S14°58'09"E	168.59
#21	159.02	650.00	14°01'03"	S06°44'46"W	158.63
#22	159.02	650.00	14°01'03"	S06°44'46"W	158.63
#23	158.33	550.00	16°33'22"	S08°00'55"W	158.37



NOTE:

UNIT 1 AND UNIT 54 MUST BE BUILT, UNITS 2 THROUGH 33 AND UNITS 35 THROUGH 276 NEED NOT BE BUILT.

THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.

ALL ROADS MUST BE BUILT.

① DENOTES COORDINATE POINT NUMBER.

• INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

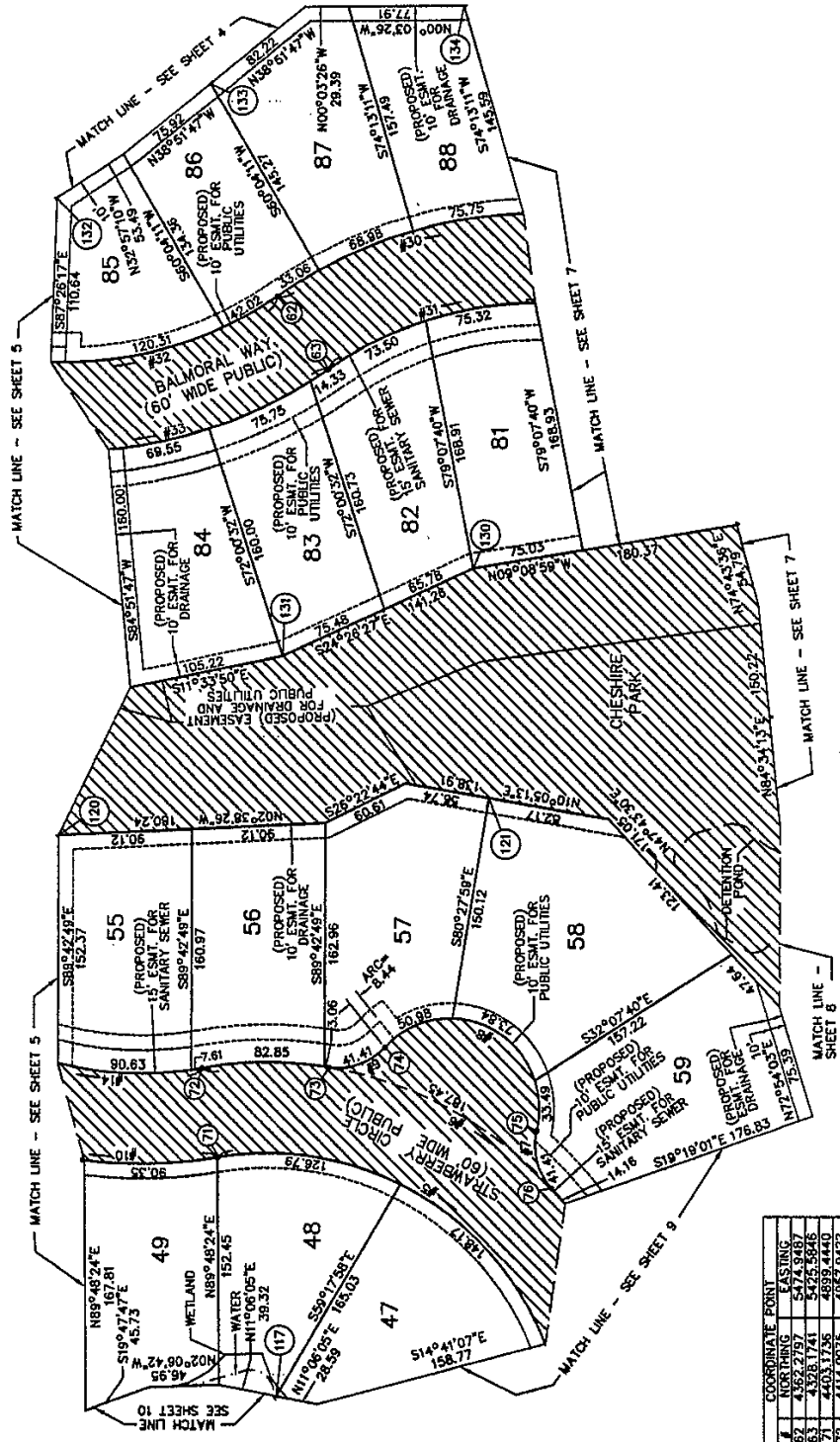
▨ GENERAL COMMON ELEMENT.

1 INDICATES A UNIT NUMBER.

ALL UNITS ARE PROPOSED.

ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS". SUBJECT TO CONVERSION PURSUANT TO ARTICLE IX OF THE MASTER DEED.

CURVE	ARC	RADIUS	DELTA	CHD. BRG.	CHD. DIST.
#5	297.14	200.00	85°07'23"	N32°45'11"E	270.85
#6	386.28	260.00	85°07'23"	N32°45'11"E	391.72
#7	41.41	42.00	56°29'43"	S75°33'33"W	39.76
#8	158.31	60.00	151°10'44"	N28°13'03"E	116.22
#9	41.41	42.00	56°29'43"	S19°07'28"E	39.76
#10	588.45	300.00	112°23'10"	S46°23'05"W	498.55
#11	470.76	240.00	112°23'10"	S46°23'05"W	398.84
#12	250.00	310.00	35°16'08"	N17°00'21"W	187.83
#13	153.89	250.00	35°16'08"	N17°00'21"W	151.47
#14	171.96	250.00	39°24'34"	S14°56'09"E	168.59
#15	213.23	310.00	39°24'34"	S14°56'09"E	209.05



COORDINATE POINT	NORTHING	EASTING
61	4362.2797	5474.9487
62	4358.1741	5425.5946
63	4203.1736	4899.4440
64	4114.0075	4357.9422
65	4266.6290	4971.4763
66	4188.5151	4916.5292
67	4175.6019	4978.0254
68	4364.6916	4758.6033
69	4220.5414	5135.5768
70	4230.6168	5294.0596
71	4356.6160	5431.6168
72	4406.6170	5518.1516
73	4235.2865	5569.8521

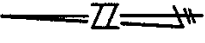
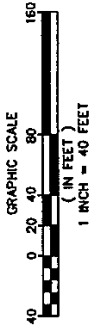
City Link
 1000 W. WASHINGTON ST. SUITE 200
 CHICAGO, IL 60607
 (312) 467-1111

THE HILLS OF BOGIE LAKE
SITE PLAN - UNITS 47-49, 55-59, 81-88

PROPOSED DATE
 NOVEMBER 8, 2004

SEBER, KEAST &
 ASSOCIATES, INC.
 CIVIL ENGINEERS

DATE DRAWN: 11/05/04
 DRAWN BY: JWK
 SHEET 6 OF 42



NOTE:

UNIT 1 AND UNIT 54 MUST BE BUILT UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 276 NEED NOT BE BUILT.

THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.

ALL ROADS MUST BE BUILT.

① DENOTES COORDINATE POINT NUMBER.

• INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

▨ GENERAL COMMON ELEMENT.

1 INDICATES A UNIT NUMBER.

ALL UNITS ARE PROPOSED.

ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS" SUBJECT TO CONVERSION PURSUANT TO ARTICLE 1X OF THE MASTER DEED.

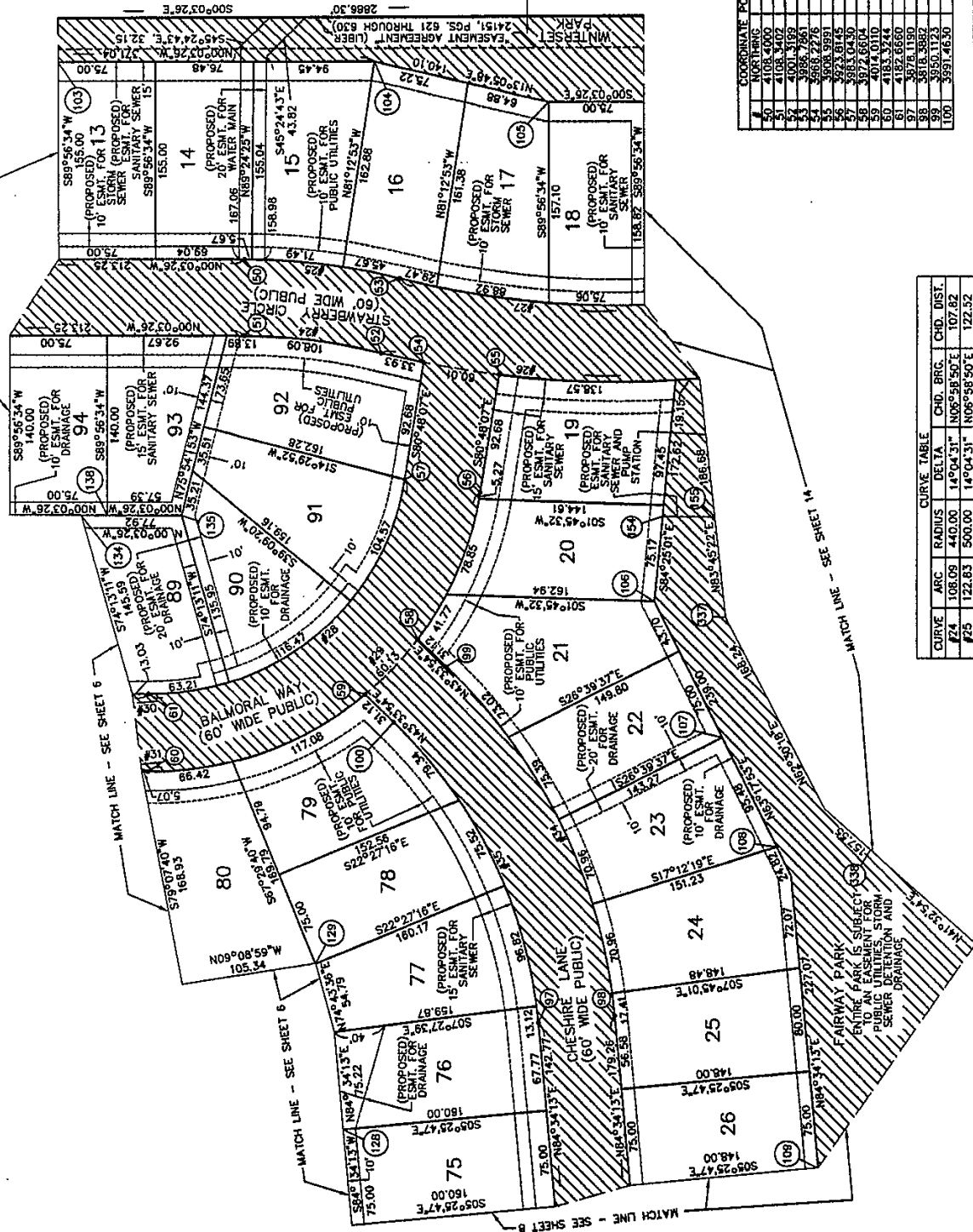
PROPOSED DATE
NOVEMBER 8, 2004

THE HILLS OF BOGIE LAKE

SITE PLAN - UNITS 13-26, 75-80, 89-94

SEBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS
1000 WEST 10TH AVENUE, SUITE 100
DENVER, CO 80202
773-7973

SEBER, KEAST & ASSOCIATES, INC.
ENGINEER NO. 3472



COORDINATE POINT		COORDINATE POINT	
NORTHING	EASTING	NORTHING	EASTING
40	4108.4000	1	4752.5968
41	4108.4000	103	4752.5968
42	4108.4000	104	4005.6502
43	4008.3402	105	4005.6502
44	4008.3402	106	3970.7075
45	4008.3402	107	3970.7075
46	4008.3402	108	3784.4188
47	3970.7075	109	3784.4188
48	3970.7075	110	3631.2352
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177	3970.7075	239	3631.2352
178	3970.7075	240	3631.2352
179	3970.7075	241	3631.2352
180	3970.7075	242	3631.2352
181	3970.7075	243	3631.2352
182	3970.7075	244	3631.2352
183	3970.7075	245	3631.2352
184	3970.7075	246	3631.2352
185	3970.7075	247	3631.2352
186	3970.7075	248	3631.2352
187	3970.7075	249	3631.2352
188	3970.7075	250	3631.2352
189	3970.7075	251	3631.2352
190	3970.7075	252	3631.2352
191	3970.7075	253	3631.2352
192	3970.7075	254	3631.2352
193	3970.7075	255	3631.2352
194	3970.7075	256	3631.2352
195	3970.7075	257	3631.2352
196	3970.7075	258	3631.2352
197	3970.7075	259	3631.2352
198	3970.7075	260	3631.2352
199	3970.7075	261	3631.2352
200	3970.7075	262	3631.2352
201	3970.7075	263	3631.2352
202	3970.7075	264	3631.2352
203	3970.7075	265	3631.2352
204	3970.7075	266	3631.2352
205	3970.7075	267	3631.2352
206	3970.7075	268	3631.2352
207	3970.7075	269	3631.2352
208	3970.7075	270	3631.2352
209	3970.7075	271	3631.2352
210	3970.7075	272	3631.2352
211	3970.7075	273	3631.2352
212	3970.7075	274	3631.2352
213	3970.7075	275	3631.2352
214	3970.7075	276	3631.2352

CURVE	ARC	RADIUS	DELTA	CHD. BRG.	CHD. DIST.
F24	108.09	440.00	14°04'31"	N06°58'50"E	107.82
F25	122.83	500.00	14°04'31"	N06°58'50"E	122.52
F26	251.66	760.00	18°58'20"	S04°31'56"W	250.51
F27	193.44	700.00	15°50'01"	S08°06'05"W	192.83
F28	284.25	200.00	81°23'51"	S40°05'12"E	260.92
F29	369.52	260.00	81°23'51"	S40°05'12"E	339.20
F30	190.82	310.00	35°16'09"	N17°00'21"W	187.83
F31	153.89	250.00	35°16'09"	N17°00'21"W	151.47
F34	264.80	370.00	41°00'18"	N64°04'04"E	259.19
F35	307.74	430.00	41°00'18"	N64°04'04"E	301.22

MATCH LINE - SEE SHEET 4

MATCH LINE - SEE SHEET 6

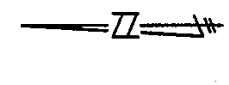
MATCH LINE - SEE SHEET 6

MATCH LINE - SEE SHEET 8

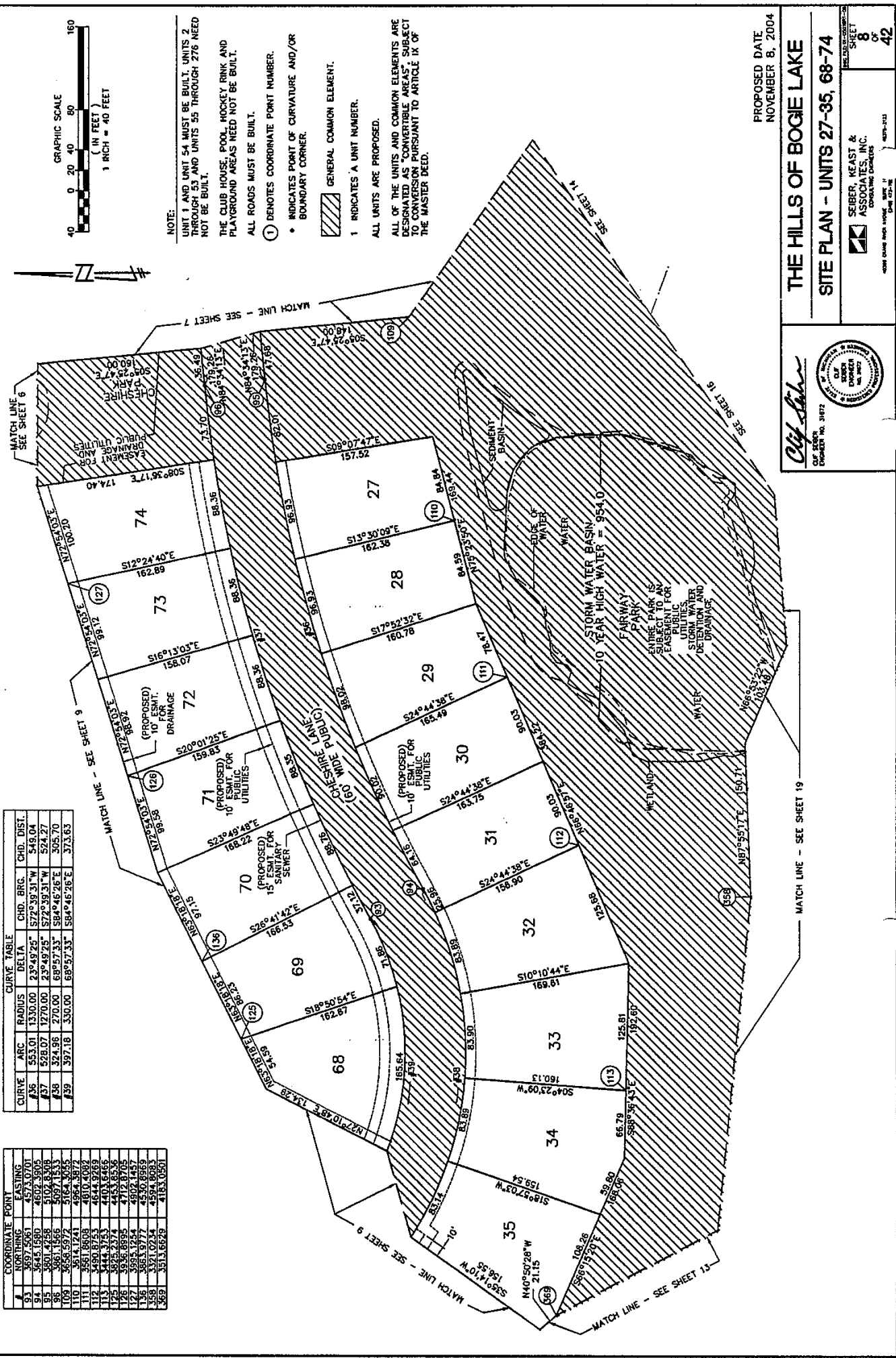
MATCH LINE - SEE SHEET 11

COORDINATE POINT	NORTHING	EASTING
93	3697.5061	4573.0701
94	3644.1360	4602.3905
95	3601.4258	5102.8308
96	3661.1556	5097.1533
109	3656.5972	5164.4052
110	3614.1241	4964.3072
111	3581.8925	4810.0766
112	3544.3753	4703.6466
113	3575.2374	4783.8536
114	3536.8995	4712.8705
115	3593.1254	4802.1457
116	3665.9777	4520.8569
117	3721.0234	4594.8093
118	3613.6629	4183.0581

CURVE	ARC	RADIUS	DELTA	CHD. BRG.	CHD. DIST.
#56	553.01	1330.00	23°49'25"	S72°39'31"W	549.04
#57	528.07	1270.00	23°49'25"	S72°39'31"W	524.27
#58	324.98	270.00	68°57'33"	S84°46'26"E	305.70
#59	397.18	330.00	68°57'33"	S84°46'26"E	373.63



NOTE:
 UNIT 1 AND UNIT 54 MUST BE BUILT. UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 276 NEED NOT BE BUILT.
 THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.
 ALL ROADS MUST BE BUILT.
 (1) DENOTES COORDINATE POINT NUMBER.
 * INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.
 [Hatched Box] GENERAL COMMON ELEMENT.
 1 INDICATES A UNIT NUMBER.
 ALL UNITS ARE PROPOSED.
 ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS" SUBJECT TO CONVERSION PURSUANT TO ARTICLE IX OF THE MASTER DEED.



PROPOSED DATE
 NOVEMBER 8, 2004

THE HILLS OF BOGIE LAKE
SITE PLAN - UNITS 27-35, 68-74

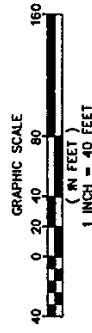
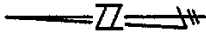
SEIBER, REAST &
 ASSOCIATES, INC.
 CONSULTING ENGINEER

4029 DUNE ROAD, SUITE 102, WILMINGTON, DE 19804-3112

DATE PLOTTED: 11/10/04
 SHEET
 8
 OF
 42

City of Seiber

OFF SEIBER
 EXHIBIT NO. 31672



NOTE:

UNIT 1 AND UNIT 54 MUST BE BUILT. UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 276 NEED NOT BE BUILT.

THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.

ALL ROADS MUST BE BUILT.

① DENOTES COORDINATE POINT NUMBER.

• INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

▨ GENERAL COMMON ELEMENT.

1 INDICATES A UNIT NUMBER.

ALL UNITS ARE PROPOSED.

ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS" SUBJECT TO CONVERSION PURSUANT TO ARTICLE IX OF THE MASTER DEED.

PROPOSED DATE
NOVEMBER 8, 2004

THE HILLS OF BOGIE LAKE

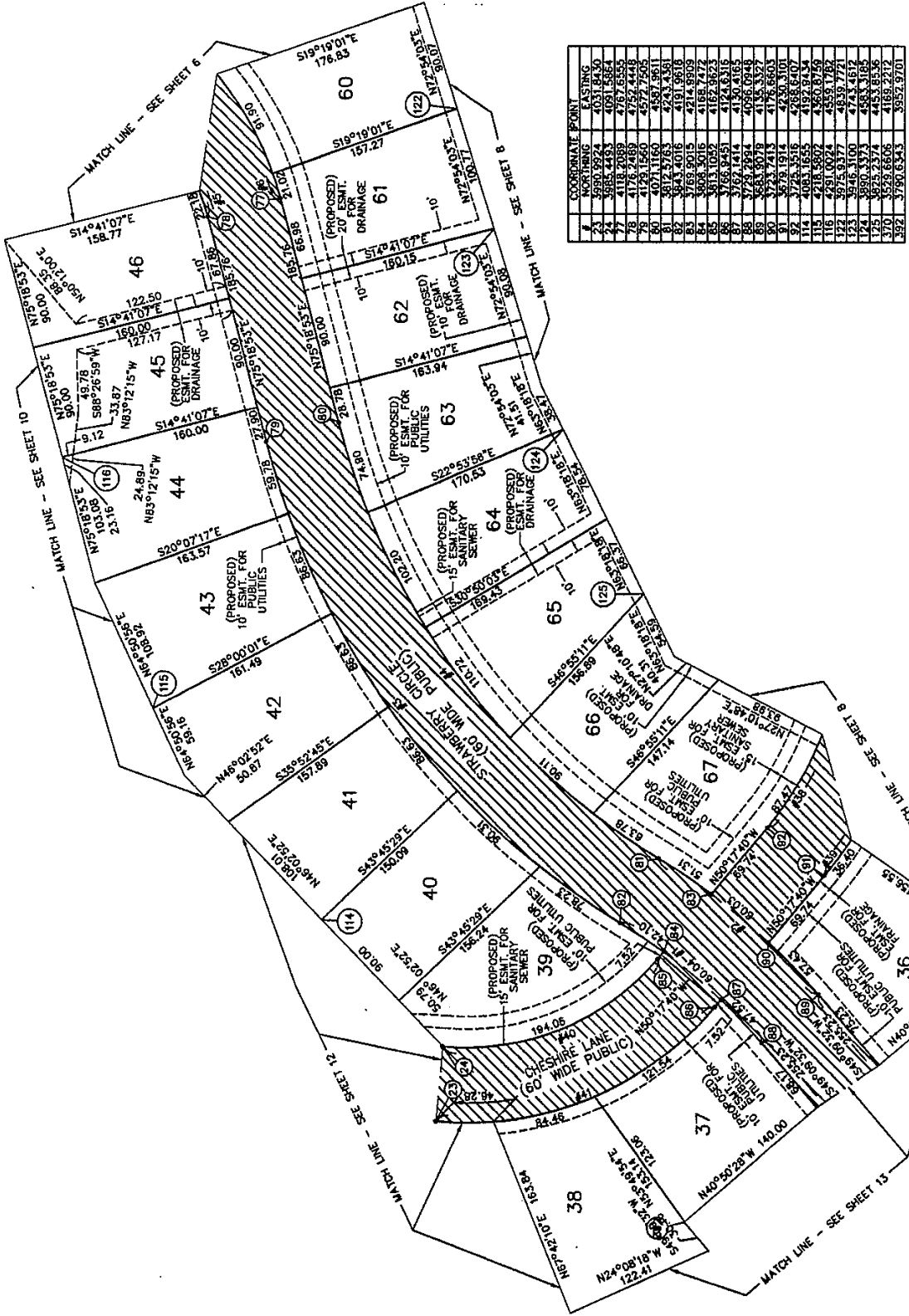
SITE PLAN - UNITS 36-46, 60-67

SEBER, KEAST &
ASSOCIATES, INC.
CONSULTING ENGINEERS

SHEET
9
OF
42



SEBER, KEAST & ASSOCIATES, INC.
ENGINEER NO. 9472



COORDINATE POINT	NORTHING	EASTING
1	5951.2744	4031.6820
2	5951.2744	4031.6820
3	4118.7039	4767.6553
4	4176.2489	4752.4448
5	4179.1560	4572.7505
6	4071.1160	4501.9611
7	3812.8763	4743.4361
8	3943.4016	4191.9616
9	3448.9018	4448.9018
10	3513.1049	4182.9423
11	3765.9451	4124.6316
12	3762.1414	4130.4165
13	3779.2594	4056.0949
14	3683.9779	4135.3279
15	3743.7413	4176.8603
16	3778.1516	4268.8300
17	4083.1655	4192.8454
18	4218.5502	4260.8749
19	4291.0024	4558.1789
20	3975.9377	4839.7271
21	3946.3100	4743.4672
22	3950.3373	4583.3106
23	3573.6606	4189.2979
24	3780.6343	3552.9701

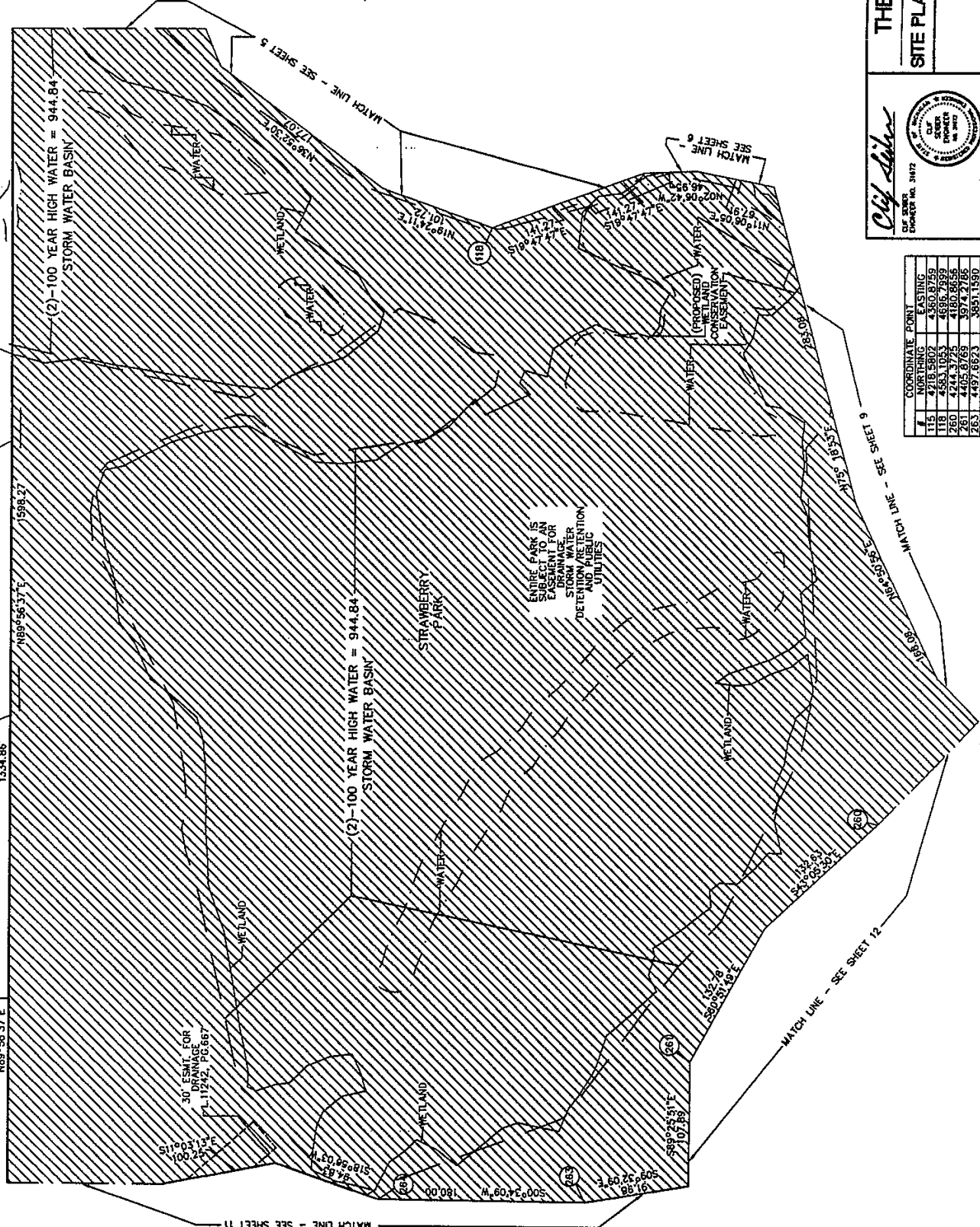
CURVE	ARC	RADIUS	DELTA	CHD. BRG.	CHD. DIST.
1	149.66	470.00	18°14'40"	N40°02'11"E	149.03
2	168.77	530.00	18°14'40"	N40°02'11"E	168.05
3	488.21	630.00	44°24'01"	S53°06'52"W	476.08
4	441.71	570.00	44°24'01"	S53°06'52"W	430.74
5	297.14	200.00	85°07'23"	N32°45'11"E	270.55
6	386.28	260.00	85°07'23"	N32°45'11"E	351.72
7	324.96	270.00	68°57'33"	S84°46'26"E	305.70
8	397.18	330.00	85°07'23"	S84°46'26"E	371.63
9	194.06	200.00	85°35'42"	S72°29'46"E	166.54
10	252.28	260.00	85°35'42"	S72°29'46"E	242.50

4 BOGIE LAKE ESTATES No. 1 (L. 212, P. 26, 27 O.C.R.)
1334.86'

5 N89°56'37"E
1598.27'

3

2



(2)-100 YEAR HIGH WATER = 944.84'
STORM WATER BASIN

(2)-100 YEAR HIGH WATER = 944.84'
STORM WATER BASIN

STRAWBERRY PARK

ENTIRE PARK IS
DESIGNATED FOR
EASEMENT FOR
STORM WATER
DRAINAGE,
SEWER AND GAS
UTILITIES

30' ESMI FOR
DRAINAGE
PL 11242, PG 667
51°06'03"W
100.00'
51°06'03"W
100.00'

589°25'31"E
107.89'

509°32'09"E
180.00'

500°24'09"W
180.00'

589°25'31"E
107.89'

509°32'09"E
180.00'

500°24'09"W
180.00'

589°25'31"E
107.89'

509°32'09"E
180.00'

500°24'09"W
180.00'

589°25'31"E
107.89'

509°32'09"E
180.00'

500°24'09"W
180.00'

589°25'31"E
107.89'

509°32'09"E
180.00'

500°24'09"W
180.00'

589°25'31"E
107.89'

509°32'09"E
180.00'

500°24'09"W
180.00'

589°25'31"E
107.89'

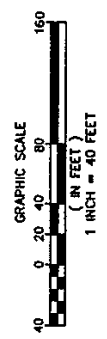
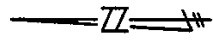
509°32'09"E
180.00'

500°24'09"W
180.00'

589°25'31"E
107.89'

509°32'09"E
180.00'

500°24'09"W
180.00'



NOTE:

- UNIT 1 AND UNIT 54 MUST BE BUILT. UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 276 NEED NOT BE BUILT.
- THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.
- ALL ROADS MUST BE BUILT.
- ① DENOTES COORDINATE POINT NUMBER.
- INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.
- GENERAL COMMON ELEMENT.
- 1 INDICATES A UNIT NUMBER.
- ALL UNITS ARE PROPOSED.
- ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS" SUBJECT TO CONVERSION PURSUANT TO ARTICLE IX OF THE MASTER DEED.

PROPOSED DATE
NOVEMBER 8, 2004

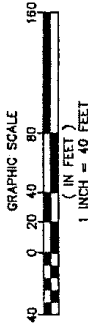
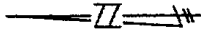
THE HILLS OF BOGIE LAKE
SITE PLAN - PART OF STRAWBERRY PARK

SEBER, KEAST & ASSOCIATES, INC.
Civil Engineering

PROJECT NO. 04-001
SHEET NO. 10 OF 42

Clyde Seber
CIVIL ENGINEER NO. 31472

COORDINATE POINT	EASTING	NORTHING
115	4360.8755	4360.8755
118	4583.1053	4636.7539
260	4244.3725	4180.8656
261	4405.8765	3974.2766
263	4497.6623	3851.1580
264	4677.6534	3852.9468



NOTE:

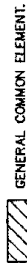
UNIT 1 AND UNIT 54 MUST BE BUILT. UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 76 NEED NOT BE BUILT.

THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.

ALL ROADS MUST BE BUILT.

① DENOTES COORDINATE POINT NUMBER.

• INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.



GENERAL COMMON ELEMENT.

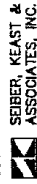
1 INDICATES A UNIT NUMBER.

ALL UNITS ARE PROPOSED.

ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS", SUBJECT TO CONVERSION PURSUANT TO ARTICLE 1X OF THE MASTER DEED.

PROPOSED DATE
AUGUST 9, 2005

THE HILLS OF BOGIE LAKE
SITE PLAN - UNITS 106-116



SEIBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEER

2005 WILSON AVENUE, SUITE 100, BOGIE LAKE, ONTARIO, CANADA



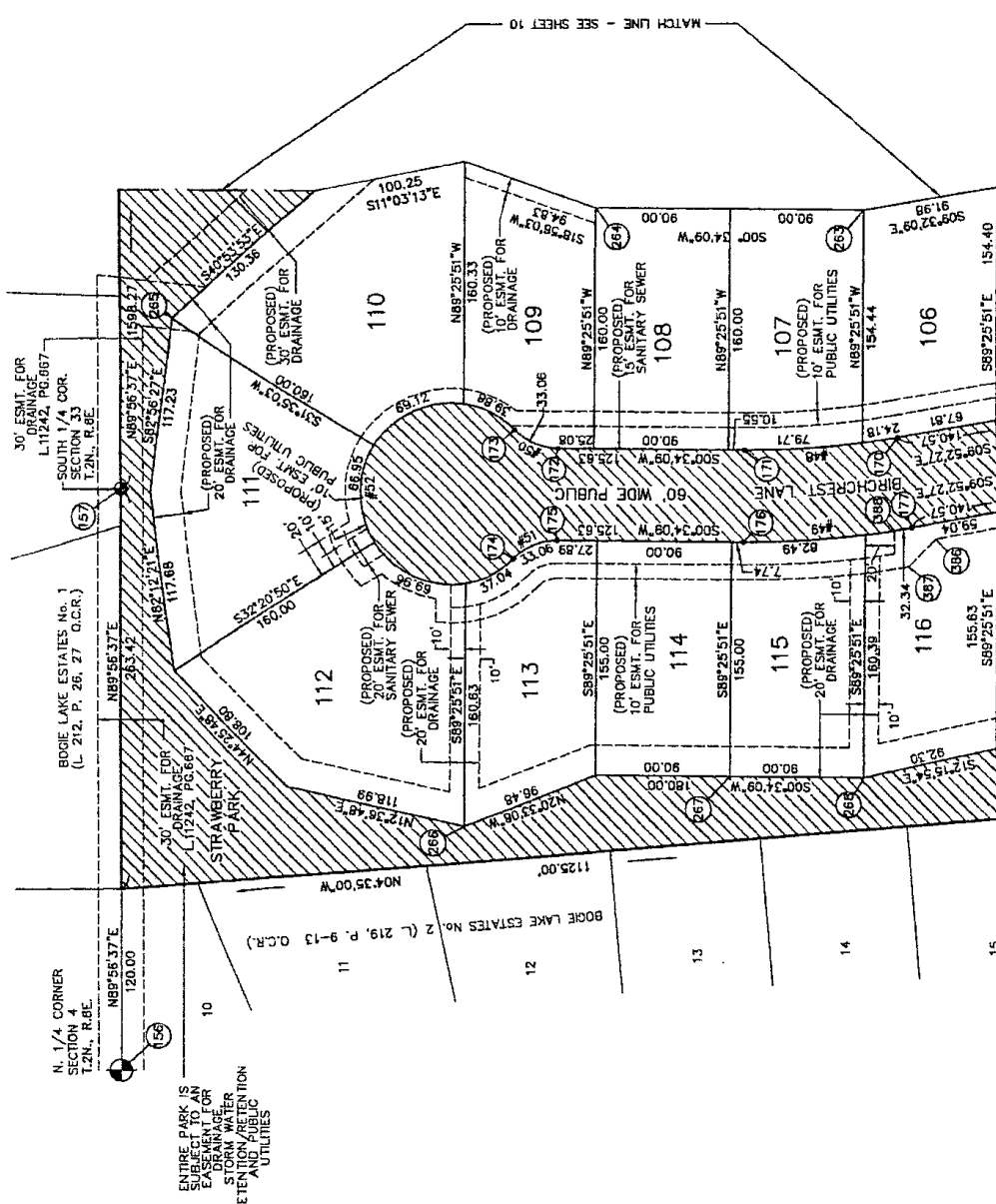
Cliff Sabin
CLIFF SABIN, P. ENG.
Ontario Reg. No. 3102

DATE: 08/09/05

SHEET 11 OF 42

CURVE	CURVE TABLE			CHD. BRG.	CHD. DIST.
	ARC	RADIUS	DELTA		
#48	103.69	570.00	10°26'36"	S04°39'08"E	103.75
#49	114.63	630.00	10°26'36"	S04°39'08"E	114.67
#50	33.06	42.00	45°03'57"	S20°07'07"W	32.21
#51	33.06	42.00	45°03'57"	N21°58'50"W	32.21
#52	282.95	60.00	27°02'11.94"	N88°25'51"W	84.71

COORDINATE POINT	EASTING		NORTHING	
	N	E	N	E
156	498.5089	2281.7506	498.5089	2281.7506
157	498.5093	3565.433	498.5093	3565.433
158	457.8163	3691.945	457.8163	3691.945
159	457.8167	3691.945	457.8167	3691.945
160	470.43208	3693.2038	470.43208	3693.2038
161	473.34656	3705.6517	473.34656	3705.6517
162	473.34678	3921.1500	473.34678	3921.1500
163	470.43168	3633.2068	470.43168	3633.2068
164	457.81656	3631.9490	457.81656	3631.9490
165	449.71652	3631.1390	449.71652	3631.1390
166	487.6534	3652.9468	487.6534	3652.9468
167	486.42788	3778.1479	486.42788	3778.1479
168	478.8134	3444.0657	478.8134	3444.0657
169	458.5770	3477.0436	458.5770	3477.0436
170	449.5514	3475.1485	449.5514	3475.1485
171	449.5514	3475.1485	449.5514	3475.1485
172	444.1359	3518.5354	444.1359	3518.5354



N. 1/4 CORNER SECTION 4 (L. 212, P. 26, 27 C.C.R.)
N89°56'37"E 120.00'

ENTIRE PARK IS SUBJECT TO AN EXISTING DRAINAGE OR STORM WATER DETENTION/RETENTION FACILITY FOR UTILITIES

MATCH LINE - SEE SHEET 12

MATCH LINE - SEE SHEET 10



NOTE:

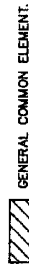
UNIT 1 AND UNIT 54 MUST BE BUILT. UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 276 NEED NOT BE BUILT.

THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.

ALL ROADS MUST BE BUILT.

① DENOTES COORDINATE POINT NUMBER.

• INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.



GENERAL COMMON ELEMENT.

1 INDICATES A UNIT NUMBER.

ALL UNITS ARE PROPOSED.

ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS," SUBJECT TO CONVERSION PURSUANT TO ARTICLE 1X OF THE MASTER DEED.

PROPOSED DATE
AUGUST 9, 2005

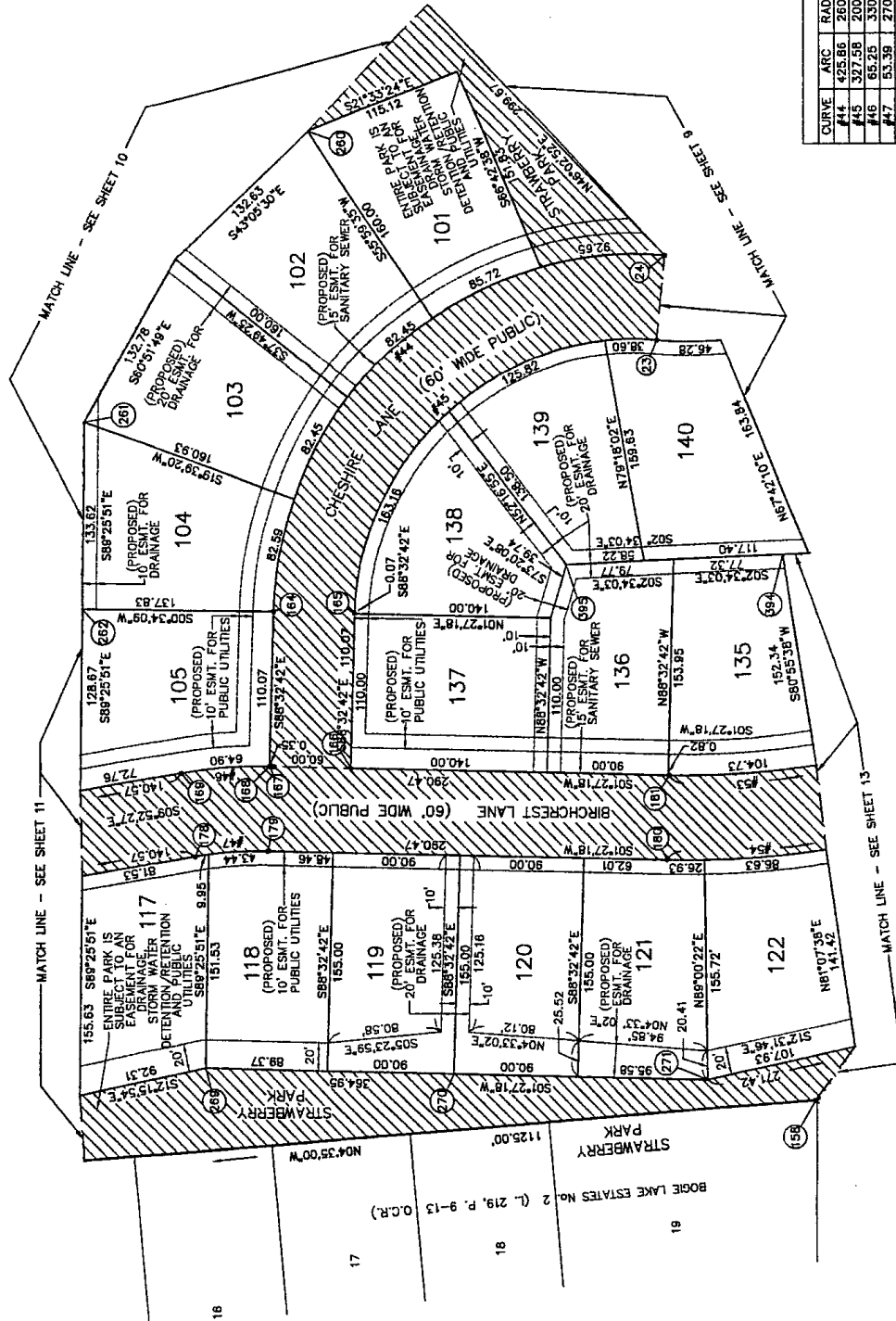
THE HILLS OF BOGIE LAKE

SITE PLAN - UNITS 101-105, 117-122, 135-140

SEIBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS

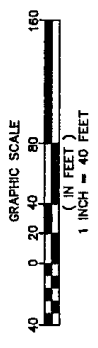
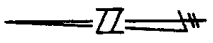
DATE: 08-09-05
SHEET: 42

CURVE	ARC	RADIUS	DELTA	CHD. BRG.	CHD. DIST.
#44	425.86	260.00	87°50'48"	N41°37'20"W	378.83
#45	327.58	200.00	87°50'48"	N41°37'20"W	282.17
#46	65.25	330.00	87°50'48"	N41°37'20"W	65.15
#47	53.39	270.00	111°8'45"	N04°12'35"W	53.30
#53	472.85	570.00	47°31'30"	S22°18'37"E	459.41
#54	523.50	630.00	47°35'31"	S22°20'28"E	500.39



COORDINATE POINT	EASTING	NORTHING
160	3982.1799	4661.9034
181	3981.4557	3721.8841
260	4244.3725	4180.8656
261	4405.8769	3974.2766
262	4407.2041	3840.6692
269	4318.1830	3515.3676
270	4385.8762	3510.8132
271	3953.3345	3506.1009
365	4058.10549	3872.2273

COORDINATE POINT	EASTING	NORTHING
23	3930.9924	4031.1430
24	3885.4463	4091.5864
158	3677.0251	3481.6277
164	4269.3854	3836.3002
165	4209.4047	3637.7767
166	4212.1896	3727.7450
167	4217.8226	3728.2586
168	4463.6922	3748.4063
176	4326.5130	3665.3664
179	4273.3561	3669.2750



NOTE:

UNIT 1 AND UNIT 54 MUST BE BUILT. UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 276 NEED NOT BE BUILT.

THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.

ALL ROADS MUST BE BUILT.

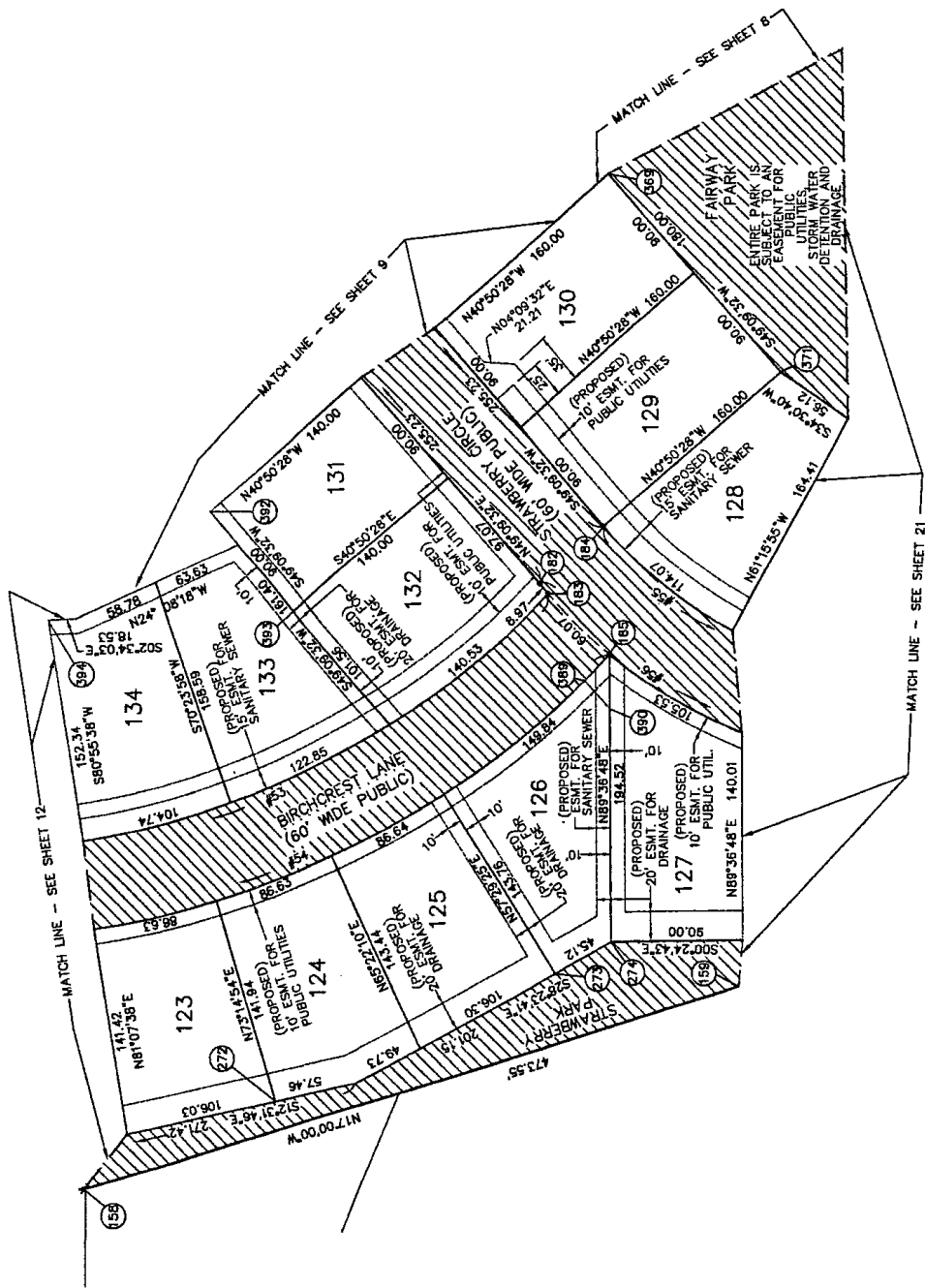
- ① DENOTES COORDINATE POINT NUMBER.
- INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

▨ GENERAL COMMON ELEMENT.

1 INDICATES A UNIT NUMBER.

ALL UNITS ARE PROPOSED.

ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS," SUBJECT TO CONSENT PURSUANT TO ARTICLE IX OF THE MASTER DEED.



CURVE	ARC	RADIUS	DELTA	CHD. BRG.	CHD. DIST.
#53	472.85	570.00	47°31'50"	S22°16'37"E	458.41
#54	523.30	630.00	47°35'31"	S22°20'28"E	508.39
#55	318.02	320.00	56°56'26"	S20°41'18"W	305.08
#56	377.64	360.00	56°56'26"	S20°41'18"W	362.28

PROPOSED DATE
AUGUST 9, 2005

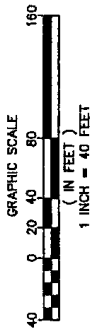
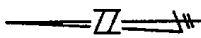
THE HILLS OF BOGIE LAKE
SITE PLAN - UNITS 123-134

Clyde
CLYDE ENGINEERING INC.
CHARTERED NO. 31973

SEBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS

4200 BROAD PARK AVENUE, SUITE 100, RICHMOND, ONTARIO M6X 1R3
DATE: 07-29-05

#	NORTHING	EASTING
158	3577.0251	3491.8277
159	3424.1634	3630.0812
162	3562.3847	3903.0033
183	3568.4275	3696.2854
184	3519.8972	3854.7412
172	3714.4888	3552.3174
274	3551.1304	3639.1845
369	3513.6629	3660.6404
371	3385.6492	4046.6756
368	3530.3590	3837.5476
369	3706.8240	3516.0701
393	3733.7775	3854.8828
394	3801.1217	3878.2646



NOTE:

- UNIT 1 AND UNIT 54 MUST BE BUILT. UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 276 NEED NOT BE BUILT.
 - THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.
 - ALL ROADS MUST BE BUILT.
 - ① DENOTES COORDINATE POINT NUMBER.
 - INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.
 - GENERAL COMMON ELEMENT.
 - 1 INDICATES A UNIT NUMBER.
- ALL UNITS ARE PROPOSED.
- ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS" SUBJECT TO CONVERSION PURSUANT TO ARTICLE IX OF THE MASTER DEED.

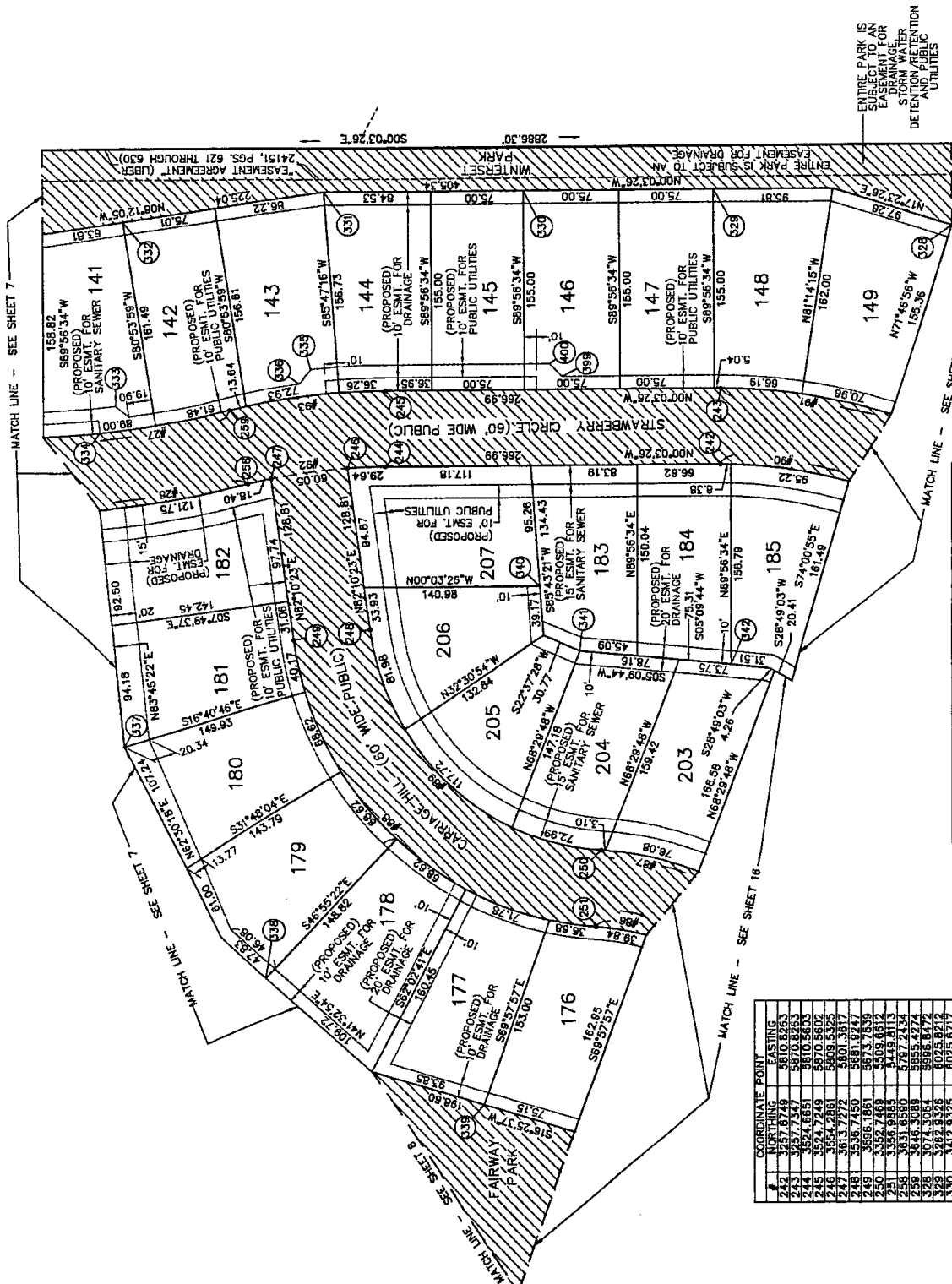
PROPOSED DATE
AUGUST 9, 2005

THE HILLS OF BOGIE LAKE

SITE PLAN - UNITS 141-149, 176-185, 203-207

SEIBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS

PROJECT NO. 05-001
SHEET 14 OF 42



ENTIRE PARK IS SUBJECT TO AN EASEMENT FOR DRAINAGE, STORAGE OF WATER, DETENTION/RETENTION AND PUBLIC UTILITIES

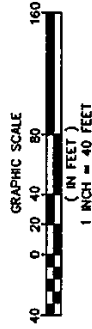
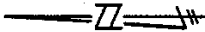
CURVE	ARC	RADIUS	DELTA	CHD. BRG.	CHD. DIST.
#26	373.41	760.00	28°09'03"	S00°03'28"E	369.86
#27	343.93	705.00	28°09'03"	S00°03'28"E	340.48
#86	199.42	200.00	45°40'14"	N26°53'21"E	155.23
#87	207.25	260.00	45°40'14"	N26°53'21"E	201.80
#88	354.49	260.00	78°07'09"	S43°06'48"W	327.67
#89	272.69	200.00	78°07'09"	S43°06'48"W	252.05
#90	321.48	370.00	49°48'54"	N24°50'01"E	311.46
#91	373.61	430.00	49°48'54"	N24°50'01"E	361.97
#92	108.09	440.00	14°04'31"	N07°05'41"W	107.82
#93	122.83	500.00	14°04'31"	N07°05'41"W	122.52

COORDINATE POINT	NORTHING	EASTING
242	327.9149	5970.8953
243	327.9149	5970.8953
244	327.9149	5970.8953
245	327.9149	5970.8953
246	327.9149	5970.8953
247	327.9149	5970.8953
248	327.9149	5970.8953
249	327.9149	5970.8953
250	327.9149	5970.8953
251	327.9149	5970.8953
252	327.9149	5970.8953
253	327.9149	5970.8953
254	327.9149	5970.8953
255	327.9149	5970.8953
256	327.9149	5970.8953
257	327.9149	5970.8953
258	327.9149	5970.8953
259	327.9149	5970.8953
260	327.9149	5970.8953
261	327.9149	5970.8953
262	327.9149	5970.8953
263	327.9149	5970.8953
264	327.9149	5970.8953
265	327.9149	5970.8953
266	327.9149	5970.8953
267	327.9149	5970.8953
268	327.9149	5970.8953
269	327.9149	5970.8953
270	327.9149	5970.8953
271	327.9149	5970.8953
272	327.9149	5970.8953
273	327.9149	5970.8953
274	327.9149	5970.8953
275	327.9149	5970.8953
276	327.9149	5970.8953
277	327.9149	5970.8953
278	327.9149	5970.8953
279	327.9149	5970.8953
280	327.9149	5970.8953
281	327.9149	5970.8953
282	327.9149	5970.8953
283	327.9149	5970.8953
284	327.9149	5970.8953
285	327.9149	5970.8953
286	327.9149	5970.8953
287	327.9149	5970.8953
288	327.9149	5970.8953
289	327.9149	5970.8953
290	327.9149	5970.8953
291	327.9149	5970.8953
292	327.9149	5970.8953
293	327.9149	5970.8953
294	327.9149	5970.8953
295	327.9149	5970.8953
296	327.9149	5970.8953
297	327.9149	5970.8953
298	327.9149	5970.8953
299	327.9149	5970.8953
300	327.9149	5970.8953

Civil-Data

CIVIL-ENGINEERING
SURVEYING
PLANNING
CONSULTING

CLF 0007
ENGINEER NO. 31872



NOTE:

UNIT 1 AND UNIT 54 MUST BE BUILT. UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 276 NEED NOT BE BUILT.

THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.

ALL ROADS MUST BE BUILT.

① DENOTES COORDINATE POINT NUMBER.

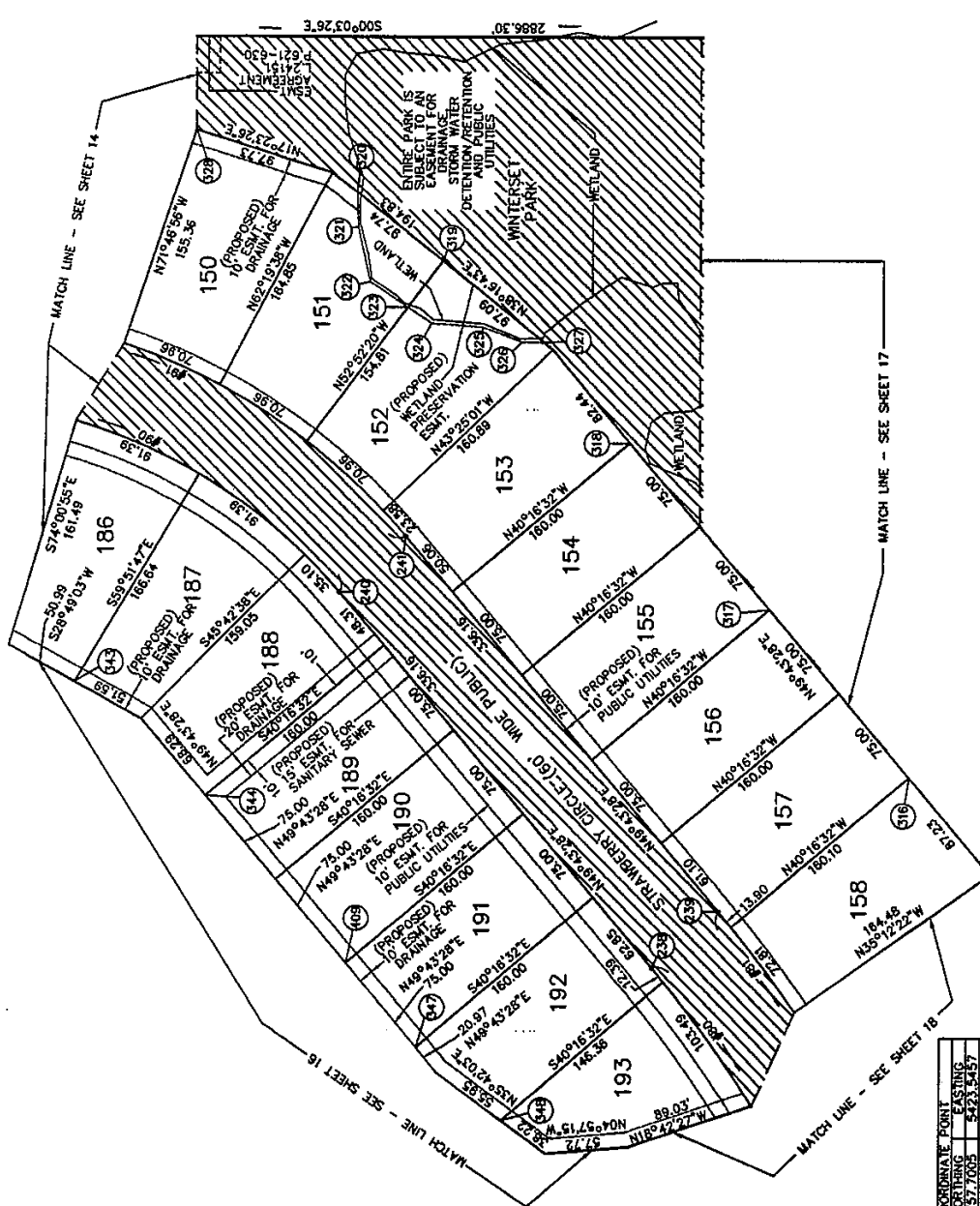
• INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

▨ GENERAL COMMON ELEMENT.

1 INDICATES A UNIT NUMBER.

ALL UNITS ARE PROPOSED.

ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE UNITS" SUBJECT TO CONVERSION PURSUANT TO ARTICLE 18 OF THE MASTER DEED.



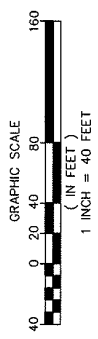
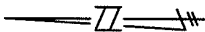
CURVE	ARC	RADIUS	DELTA	CHD. DIST.	CHD. DIST.
#80	465.02	920.00	28°57'39"	N64°12'18"E	460.09
#81	495.35	990.00	28°57'39"	N64°12'18"E	490.10
#90	321.48	370.00	49°46'54"	N24°50'01"E	311.46
#91	373.61	430.00	49°46'54"	N24°50'01"E	361.97

COORDINATE POINT	Easting	Northing
236	2767.7005	5423.4447
237	2767.7005	5423.4447
238	2711.8738	5462.3336
240	2675.0169	5560.0162
241	2673.2402	5718.8061
316	2580.8656	5555.1625
317	2677.8363	5669.6041
318	2674.8058	5754.0458
320	2683.8102	5811.6938
321	2682.8536	5929.7071
322	2654.5775	5837.3976
323	2626.5136	5875.1288
324	2612.1945	5864.3227
325	2612.1945	5661.7713
326	2649.4168	5851.8646
327	2654.0577	5851.8646
343	2654.0577	5416.6667
344	2654.0577	5416.6667
347	2620.4084	5363.6667
348	2651.4150	5319.4189
409	2668.8902	5423.2876

Coy-Linn
 ENGINEER NO. 31872

 PREPARED BY:
 SEBER, KEAST & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 4208 GRAND CENTRAL AVENUE, SUITE 102 NEW YORK, NY 10017
 DATE: 02-20-2004

THE HILLS OF BOGIE LAKE
SITE PLAN - UNITS 150-158, 186-193
 SHEET 15 OF 42
 PROPOSED DATE: NOVEMBER 6, 2004



NOTE:

UNIT 1 AND UNIT 54 MUST BE BUILT, UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 276 NEED NOT BE BUILT.

THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.

ALL ROADS MUST BE BUILT.

- ① DENOTES COORDINATE POINT NUMBER.
- INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.



GENERAL COMMON ELEMENT.

1 INDICATES A UNIT NUMBER.

ALL UNITS ARE PROPOSED.

ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS", SUBJECT TO CONVERSION PURSUANT TO ARTICLE 1X OF THE MASTER DEED.

CURVE TABLE

CURVE	ARC	RADIUS	DELTA	CHD. BRG.	CHD. DIST.
#84	372.00	300.00	71°09'46"	S141°20'51"W	348.62
#85	446.40	360.00	71°02'46"	S141°20'51"W	418.34
#86	158.42	200.00	45°40'14"	N26°53'21"E	155.23
#87	207.25	260.00	45°40'14"	N26°53'21"E	201.80

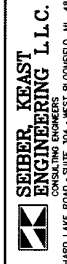
PROPOSED DATE
DECEMBER 10, 2013

Patrick J. Keast



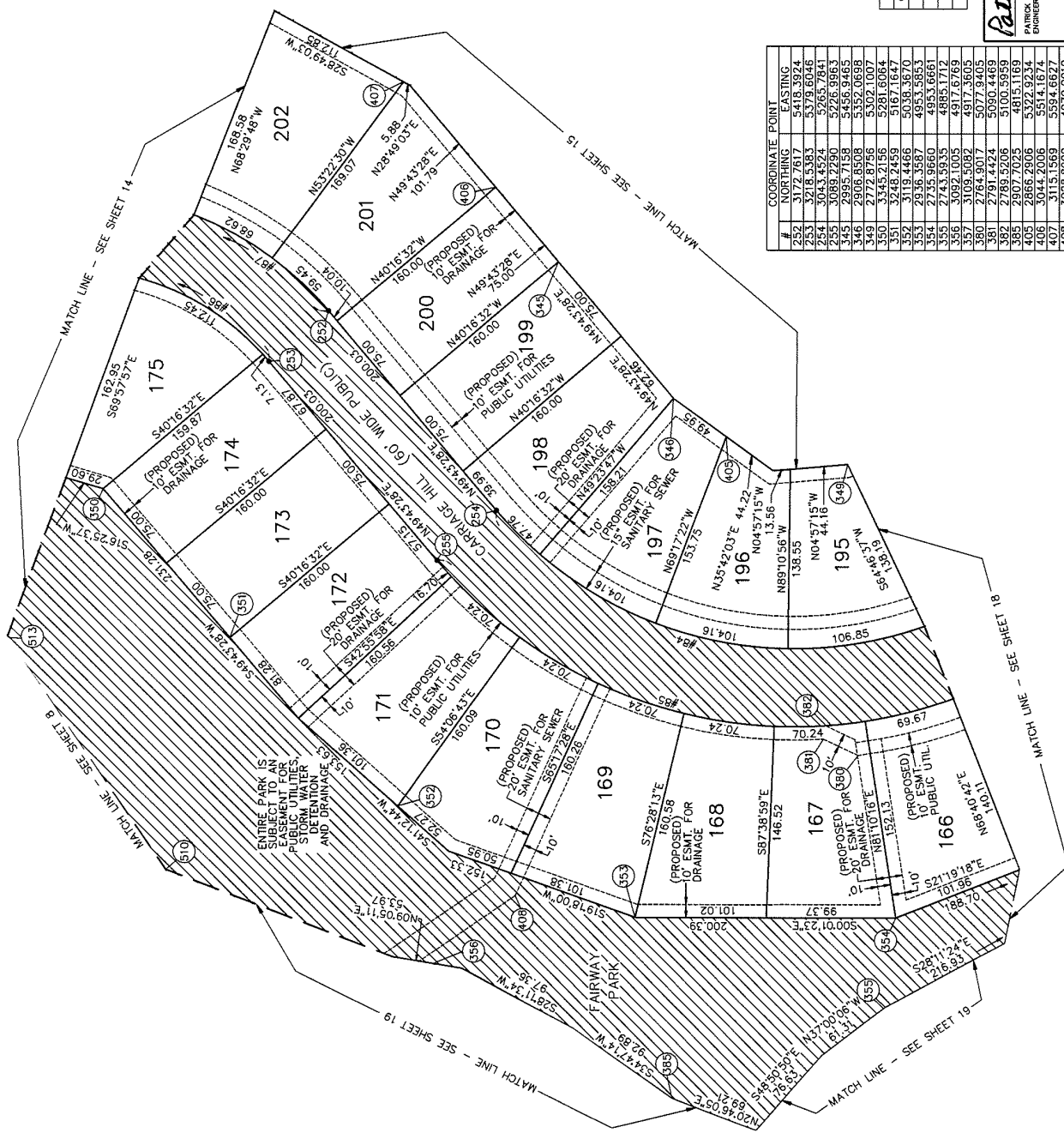
THE HILLS OF BOGIE LAKE

SITE PLAN - UNITS 166-175, 195-202



SEIBBER, KEAST
ENGINEERING L.L.C.
CONSULTING ENGINEERS
7123 ORCHARD LAKE ROAD, SUITE 304, WEST BLOOMFIELD, MI 48322
PHONE: 248.861.7357

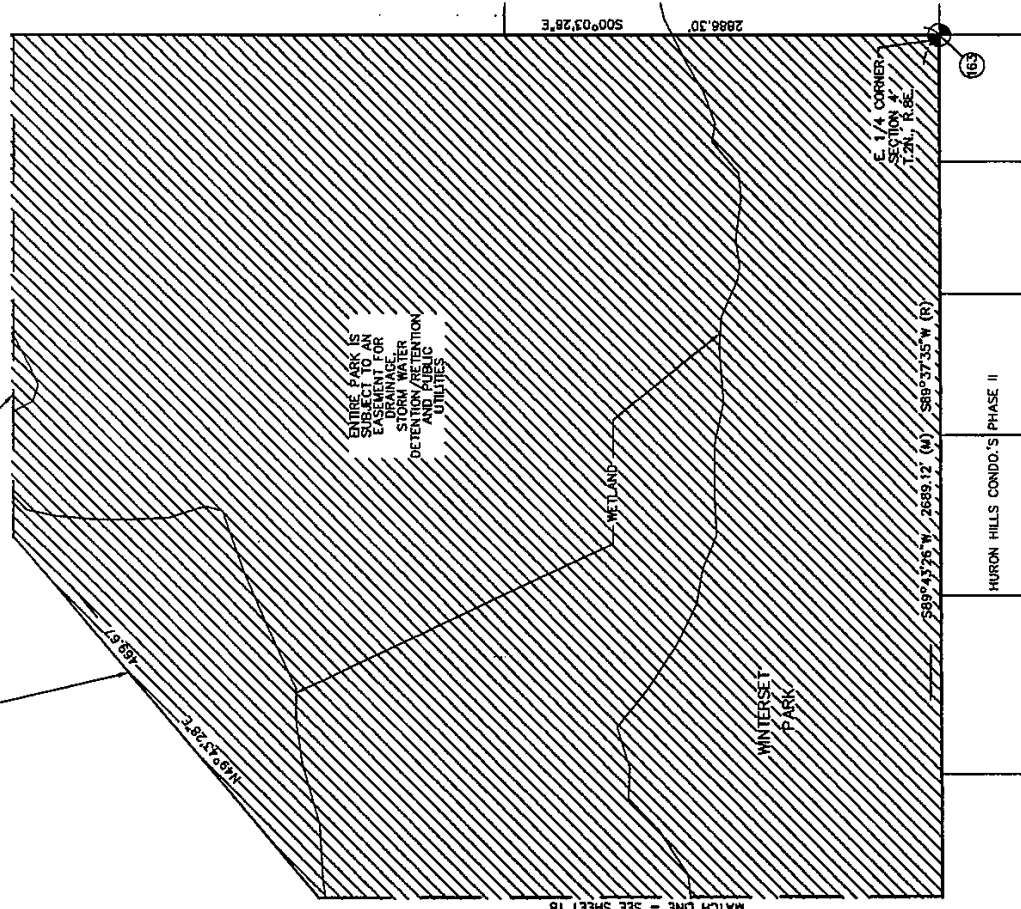
SHEET 16 OF 42



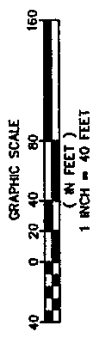
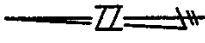
COORDINATE POINT

#	NORTHING	EASTING
252	3172.7617	5418.3924
253	3218.3353	5374.6046
254	3273.9089	5330.8168
255	3089.2760	5276.9963
345	2995.7158	5456.9465
346	2906.8508	5352.0698
349	2772.8756	5302.1007
350	3345.2156	5281.6064
351	3248.2459	5167.1647
352	3119.4466	5036.3670
353	2936.8567	4931.5653
354	2743.8935	4885.1712
356	3092.1005	4917.6769
357	3109.5082	4917.3605
380	2764.9017	5077.9405
381	2791.4424	5090.4469
382	2789.5206	5100.5959
385	2907.7025	4815.1169
403	2866.2006	5272.9274
407	3115.1569	5594.6627
408	3028.8939	4970.0010
510	3297.3658	4988.1975
513	3418.6223	5166.5321

MATCH LINE - SEE SHEET 15



MATCH LINE - SEE SHEET 18



NOTE:

- UNIT 1 AND UNIT 54 MUST BE BUILT. UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 276 NEED NOT BE BUILT.
- THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.
- ALL ROADS MUST BE BUILT.
- ① DENOTES COORDINATE POINT NUMBER.
- INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.
- GENERAL COMMON ELEMENT.
- 1 INDICATES A UNIT NUMBER.
- ALL UNITS ARE PROPOSED.
- ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS", SUBJECT TO CONVERSION PURSUANT TO ARTICLE IX OF THE MASTER DEED.

City Splan

STATE OF MICHIGAN
DEPARTMENT OF STATE
DIVISION OF LAND & WATER

RECORDED
NOV 11 2004
12:21 PM

PROPOSED DATE
NOVEMBER 8, 2004

THE HILLS OF BOGIE LAKE
SITE PLAN - PART OF WINTERSET PARK

SEIBER, KEAST &
ASSOCIATES, INC.
CONSULTING ENGINEERS

4500 GRAND BLVD. AVE. SUITE 112
ANN ARBOR, MI 48106-3523

SHEET
17
OF
42

COORDINATE POINT	
NORTHING	EASTING
163	6061.9688



NOTE:

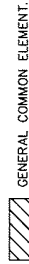
UNIT 1 AND UNIT 54 MUST BE BUILT. UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 276 NEED NOT BE BUILT.

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ALL ROADS MUST BE BUILT.

① DENOTES COORDINATE POINT NUMBER.

• INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.



GENERAL COMMON ELEMENT.

1 INDICATES A UNIT NUMBER.

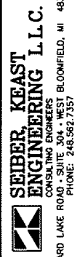
ALL UNITS ARE PROPOSED.

ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS", SUBJECT TO CONVERSION PURSUANT TO ARTICLE IX OF THE MASTER DEED.

PROPOSED DATE
DECEMBER 10, 2013

THE HILLS OF BOGIE LAKE

SITE PLAN - UNITS 159-165, 194, 208-210, 261, 262



SHEET 18 OF 42

Patrick D. Keast
 PATRICK G. KEAST
 ENGINEER NO. 27580

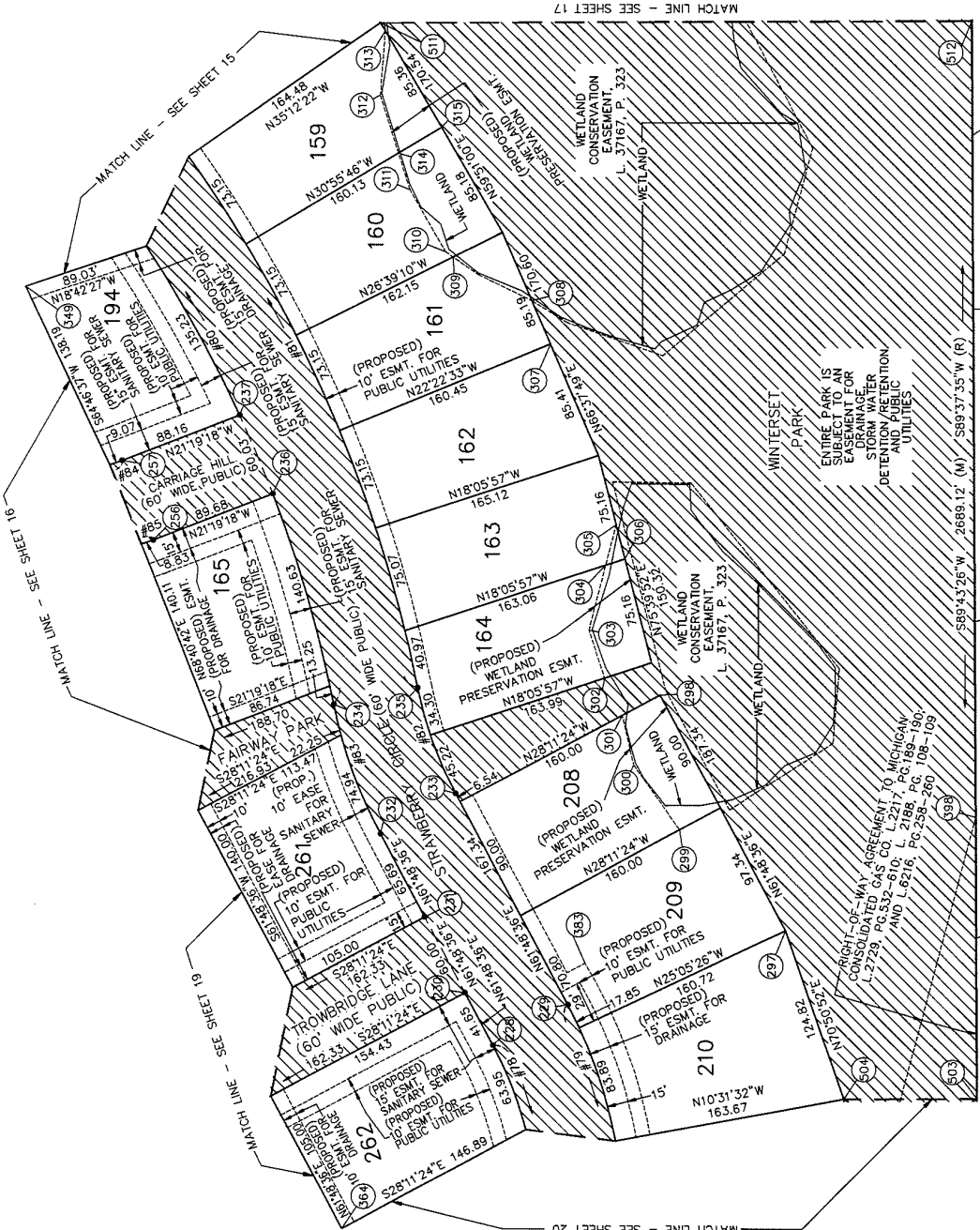
 SEIBER, KEAST ENGINEERING L.L.C.
 CONSULTING ENGINEERS
 7125 ORCHARD LAKE ROAD, BLOOMFIELD, MI 48302
 PHONE: 313.962.7357

CURVE #	ARC	RADIUS	DELTA	CHD. BRG.	CHD. DIST.
#78	279.22	270.00	48°38'30"	N66°07'51"E	222.40
#79	280.16	330.00	48°38'30"	N66°07'51"E	271.82
#80	465.02	920.00	28°57'39"	N64°12'18"E	460.09
#81	495.35	980.00	28°57'39"	N64°12'18"E	490.10
#82	79.52	270.00	16°52'31"	S70°14'52"W	79.24
#83	97.19	330.00	16°52'31"	S70°14'52"W	96.84
#84	372.00	300.00	71°02'46"	S14°12'05"W	348.62
#85	446.40	380.00	71°02'46"	S14°12'05"W	418.34

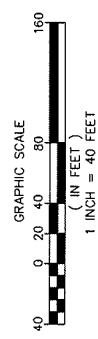
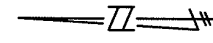
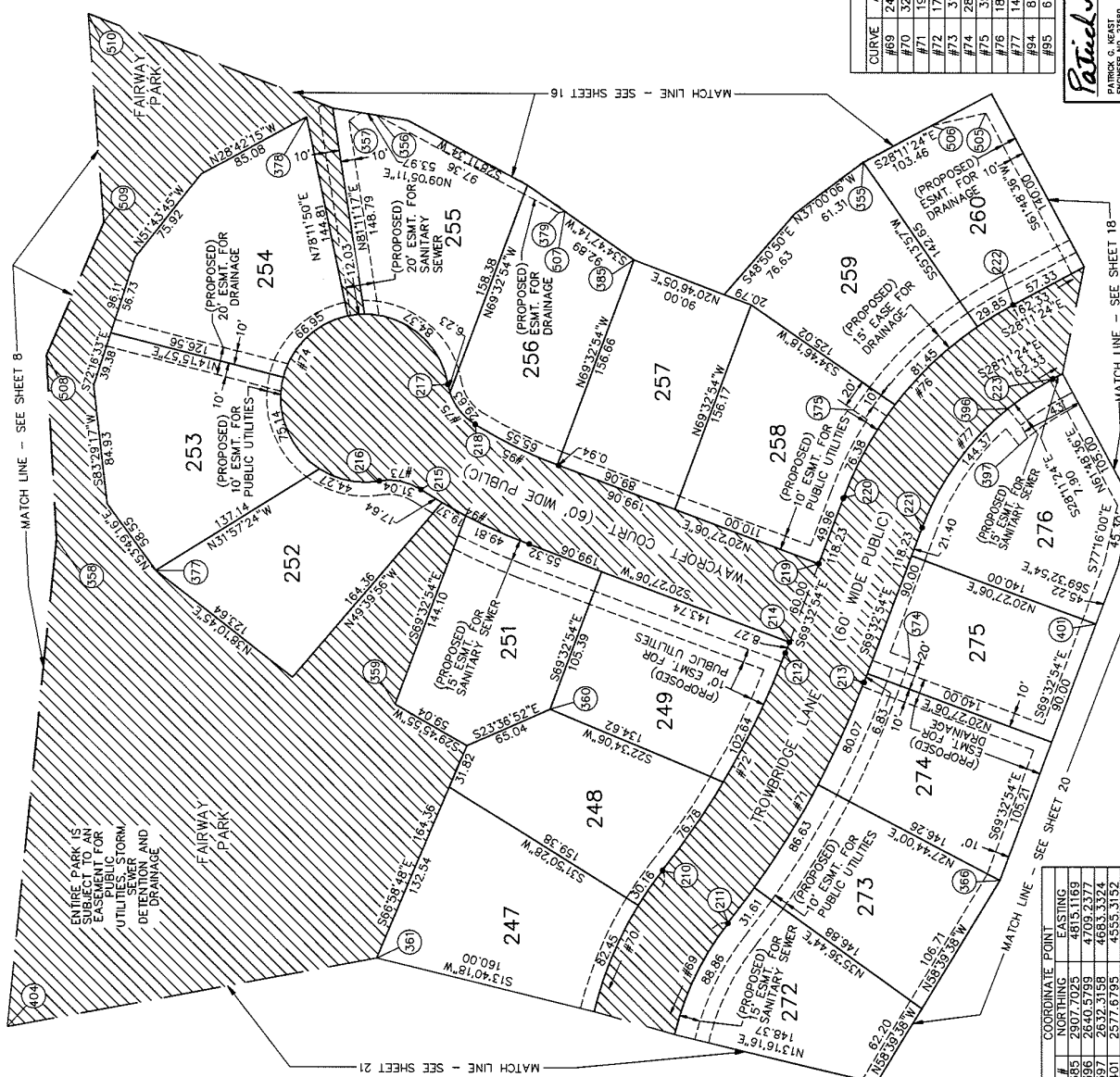
#	COORDINATE POINT	
	NORTHING	EASTING
172	2521.2098	5482.9375
313	2521.2098	5482.9375
314	2512.0331	5366.5750
315	2481.6060	5414.8004
349	2772.8756	5302.1007
364	2551.8934	4641.8709
383	2360.7357	4928.1759
398	2105.7231	4930.6645
503	2104.7741	4733.7654
504	2524.4280	5482.6136
512	2108.4217	5490.6190


#	COORDINATE POINT	
	NORTHING	EASTING
300	2354.3868	5002.0505
302	2366.3929	5028.0959
303	2377.9372	5061.6126
304	2366.1646	5107.2674
305	2358.7507	5136.0188
306	2352.5409	5111.7201
307	2405.0301	5262.9450
308	2418.1063	5293.2109
309	2428.7684	5374.4113
310	2428.9715	5374.4113
311	2503.3978	5370.8238

HURON HILLS CONDO'S PHASE II



#	COORDINATE POINT	
	NORTHING	EASTING
228	2445.7086	4770.6608
229	2382.8255	4795.0046
230	2453.7269	4860.2919
232	2524.7613	4918.1552
234	2471.8781	4948.4390
235	2498.6562	5021.0727
236	2600.1312	5156.9715
237	2623.3581	5212.3141
238	2685.1671	5246.3639
239	2738.7684	4851.2029
298	2327.7667	5016.3180
299	2314.1371	4921.5112



NOTE:
 UNIT 1 AND UNIT 54 MUST BE BUILT. UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 276 NEED NOT BE BUILT.
 THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.
 ALL ROADS MUST BE BUILT.
 ① DENOTES COORDINATE POINT NUMBER.
 * INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.
 GENERAL COMMON ELEMENT.
 1 INDICATES A UNIT NUMBER.
 ALL UNITS ARE PROPOSED.
 ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS", SUBJECT TO CONVERSION PURSUANT TO ARTICLE IX OF THE MASTER DEED.
NOTE:
 UNIT #250 IS ELIMINATED.

CURVE	ARC	RADIUS	DELTA	CHD. BRC.	CHD. DIST.
#69	249.94	200.00	71.3614°	N87°18'53"W	303.99
#70	324.93	260.00	71.3614°	N87°18'53"W	304.19
#71	198.31	630.00	18.0207°	S60°31'50"E	197.49
#72	179.42	570.00	18.0207°	S60°31'50"E	178.68
#73	31.04	42.00	42.2039°	N11°24'41"E	30.34
#74	282.76	60.00	270°01'00"	N54°45'09"W	84.84
#75	35.86	42.00	48°55'11"	S55°47'46"W	34.78
#76	187.68	260.00	41°21'30"	N48°52'09"W	183.63
#77	144.37	200.00	41°21'30"	N48°52'09"W	141.25
#94	86.81	410.00	12°07'54"	S26°31'03"W	86.65
#95	66.49	350.00	10°53'04"	S25°53'38"W	66.39

PROPOSED DATE
 DECEMBER 10, 2013

Patricia A. Keast
 ENGINEER NO. 22580

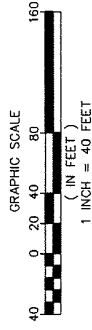
**SEIBER, KEAST
 ENGINEERING L.L.C.**
 CONSULTING ENGINEERS
 7125 ORCHARD LAKE ROAD, SUITE 200, BLOOMFIELD, MI 48302
 PHONE: 248-942-7337

THE HILLS OF BOGIE LAKE
 SITE PLAN - UNITS 247-260, 272-276

NO. 247-260-276-276
 SHEET
 19
 OF
 42

#	NORTHING	EASTING
210	2866.5098	4378.8123
211	2839.8449	4341.5720
212	2795.9051	4334.4772
213	2746.9040	4313.5122
214	2698.0634	4285.4692
215	2650.8020	4256.4716
216	3040.8397	4725.7550
218	3021.2861	4598.9930
219	2775.0500	4598.4448
220	2757.5939	4545.2538
221	2701.3758	4524.2889
222	2639.8035	4470.6875
223	2600.0035	4430.6875
224	2556.8035	4385.6875
225	2513.8035	4340.6875
226	2471.8035	4295.6875
227	2430.8035	4250.6875
228	2390.8035	4205.6875
229	2350.8035	4160.6875
230	2310.8035	4115.6875
231	2270.8035	4070.6875
232	2230.8035	4025.6875
233	2190.8035	3980.6875
234	2150.8035	3935.6875
235	2110.8035	3890.6875
236	2070.8035	3845.6875
237	2030.8035	3800.6875
238	1990.8035	3755.6875
239	1950.8035	3710.6875
240	1910.8035	3665.6875
241	1870.8035	3620.6875
242	1830.8035	3575.6875
243	1790.8035	3530.6875
244	1750.8035	3485.6875
245	1710.8035	3440.6875
246	1670.8035	3395.6875
247	1630.8035	3350.6875
248	1590.8035	3305.6875
249	1550.8035	3260.6875
250	1510.8035	3215.6875
251	1470.8035	3170.6875
252	1430.8035	3125.6875
253	1390.8035	3080.6875
254	1350.8035	3035.6875
255	1310.8035	2990.6875
256	1270.8035	2945.6875
257	1230.8035	2900.6875
258	1190.8035	2855.6875
259	1150.8035	2810.6875
260	1110.8035	2765.6875
261	1070.8035	2720.6875
262	1030.8035	2675.6875
263	990.8035	2630.6875
264	950.8035	2585.6875
265	910.8035	2540.6875
266	870.8035	2495.6875
267	830.8035	2450.6875
268	790.8035	2405.6875
269	750.8035	2360.6875
270	710.8035	2315.6875
271	670.8035	2270.6875
272	630.8035	2225.6875
273	590.8035	2180.6875
274	550.8035	2135.6875
275	510.8035	2090.6875
276	470.8035	2045.6875
277	430.8035	2000.6875
278	390.8035	1955.6875
279	350.8035	1910.6875

#	NORTHING	EASTING
385	2907.7025	4815.1169
386	2840.5793	4709.2377
387	2639.3158	4683.3324
401	2577.6795	4555.3152
404	3554.0542	4285.6797
406	3607.8404	4311.2476
507	2957.2382	4849.5266
508	3248.5790	4592.4265
509	3285.8736	4840.5918
510	3297.3658	4989.1975



NOTE:

UNIT 1 AND UNIT 54 MUST BE BUILT. UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 276 NEED NOT BE BUILT.

THE CLUB HOUSE, POOL, HOCKEY RINK, AND PLAYGROUND AREAS NEED NOT BE BUILT. ALL ROADS MUST BE BUILT.

① DENOTES COORDINATE POINT NUMBER.

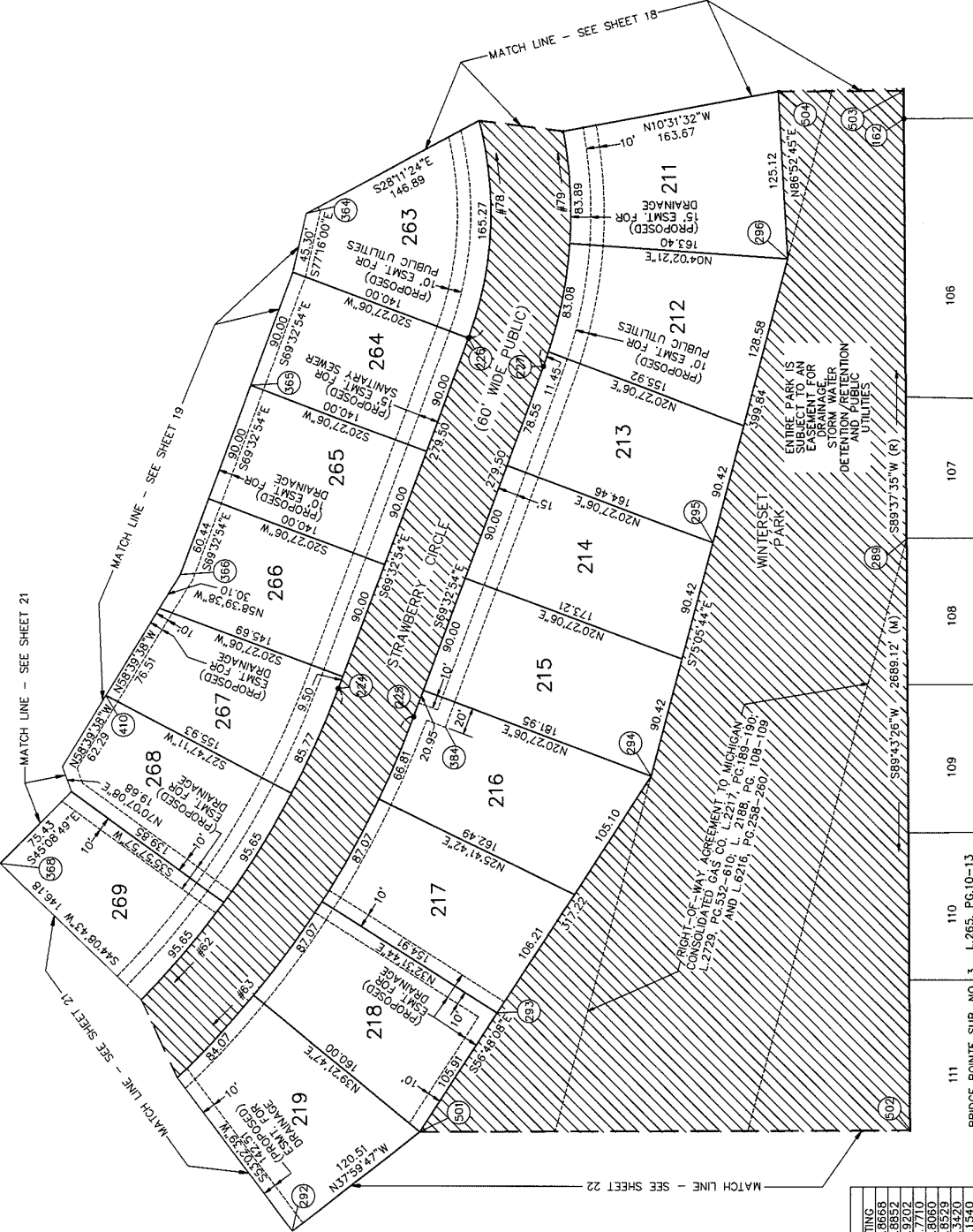
• INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

▨ GENERAL COMMON ELEMENT.

1 INDICATES A UNIT NUMBER.

ALL UNITS ARE PROPOSED.

ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS", SUBJECT TO CONVERSION PURSUANT TO ARTICLE IX OF THE MASTER DEED.



#	NORTHING	EASTING
162	2104.6735	4712.8668
163	2104.6735	4712.8668
225	2436.3451	4265.9202
226	2436.3451	4265.9202
227	2436.3451	4265.9202
228	2436.3451	4265.9202
229	2436.3451	4265.9202
230	2436.3451	4265.9202
231	2436.3451	4265.9202
232	2436.3451	4265.9202
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269	2436.3451	4265.9202
270	2436.3451	4265.9202
271	2436.3451	4265.9202
272	2436.3451	4265.9202
273	2436.3451	4265.9202
274	2436.3451	4265.9202
275	2436.3451	4265.9202
276	2436.3451	4265.9202

CURVE	ARC	RADIUS	DELTA	CHD. BRG.	CHD. DIST.
#62	722.28	670.00	61°45'59"	S38°39'54"E	687.81
#63	786.96	730.00	61°45'59"	S38°39'54"E	749.40
#78	239.22	230.00	48°38'30"	N86°07'51"E	222.40
#79	280.16	330.00	48°38'30"	N86°07'51"E	271.82

Patricia L. Keast
 PATRICIA L. KEAST
 ENGINEER
 PROFESSIONAL REG. NO. 25540



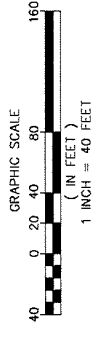
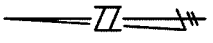
THE HILLS OF BOGIE LAKE
 SITE PLAN - UNITS 211-219, 263-269


PROPOSED DATE
 DECEMBER 10, 2013

**SEIBER, KEAST
 ENGINEERING L.L.C.**
 CONSULTING ENGINEERS
 7125 ORCHARD LAKE ROAD, SUITE 304, WEST BLOOMFIELD, MI 48322
 PHONE: 248-867-7387

SHEET
 20
 OF
 42

BRIDGE POINTE SUB. NO. 3 L.265, PG.10-13



NOTE:
 UNIT 1 AND UNIT 54 MUST BE BUILT. UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 276 NEED NOT BE BUILT.
 THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.
 ALL ROADS MUST BE BUILT.
 ① DENOTES COORDINATE POINT NUMBER.
 • INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.
 GENERAL COMMON ELEMENT.
 1 INDICATES A UNIT NUMBER.
 ALL UNITS ARE PROPOSED.
 ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS", SUBJECT TO CONVERSION PURSUANT TO ARTICLE IX OF THE MASTER DEED.

NOTE:
 UNITS #226 THROUGH #229, ARE ELIMINATED.

CURVE	ARC	RADIUS	DELTA	CHD. BRG.	CHD. DIST.
#64	39.75	260.00	08:45:36"	S52:30:12"W	39.71
#65	38.74	42.00	52:10:19"	S25:32:03"W	36.94
#67	30.08	42.00	41:02:01"	N68:38:25"E	29.44
#68	282.44	60.00	269:42:33"	S45:41:51"E	85.07

PROPOSED DATE
 DECEMBER 10, 2013

Patrick J. Keast
 PROJECT NO. 13-01
 DRAWING NO. 27-500



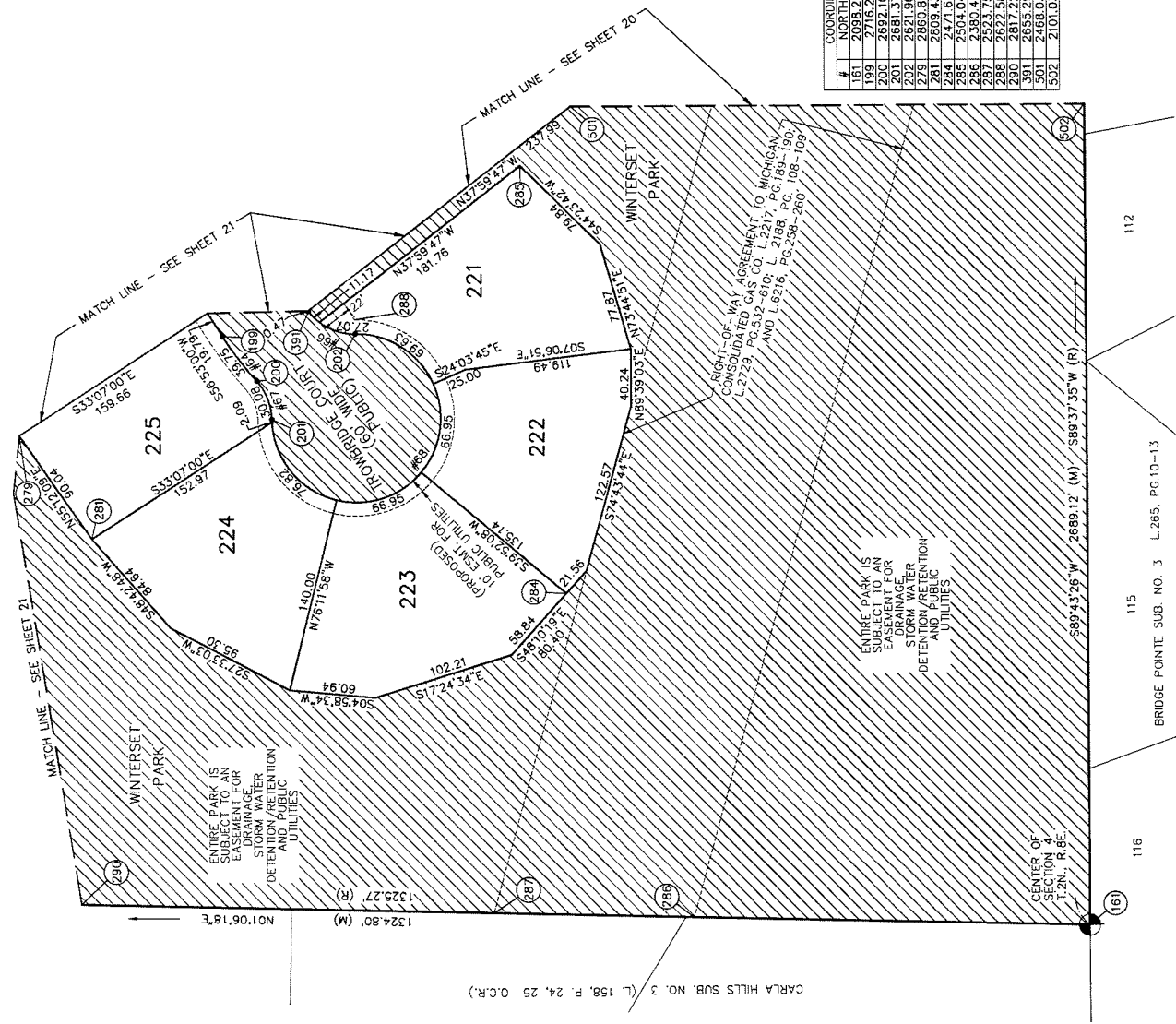
THE HILLS OF BOGIE LAKE

SITE PLAN - UNITS 221-229

KEAST ENGINEERING L.L.C.
 CONSULTING ENGINEERS
 7125 ORCHARD LAKE ROAD, SUITE 304, WEST BLOOMFIELD, MI 48322
 PHONE: 248-282-1251

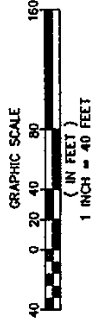
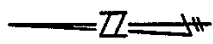
DATE PLOTTED: 03/28/2013
 SHEET 22 OF 42

#	COORDINATE POINT	
	NORTHING	EASTING
161	2098.2157	372.9924
162	2098.2157	372.9924
163	2693.1023	3760.7692
201	2681.3795	3732.8509
202	2621.9640	3793.7308
279	2860.8193	3721.1230
281	2809.4363	3647.1854
284	2471.6172	3608.6450
285	2504.0435	3913.9072
286	2390.4192	3736.2789
287	2622.5330	3803.7233
290	2617.2280	3386.7516
391	2655.2929	3909.6521
501	2468.0355	3956.5289
502	2101.0370	3958.2976



BRIDGE POINTE SUB. NO. 3 L. 265, PG. 10-13

CARLA HILLS SUB. NO. 3 (L. 158, P. 24, 25 O.C.R.)



NOTES:

UNIT 1 AND UNIT 54 MUST BE BUILT. UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 276 NEED NOT BE BUILT.

THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.

ALL ROADS MUST BE BUILT.

ALL UTILITY MARKS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT, AS DEPICTED, MUST BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.

ALL WATER MAINS ARE 8" UNLESS OTHERWISE NOTED.

ALL WATER LEADS ARE 1".

ALL SANITARY SEWER ARE 8" UNLESS OTHERWISE NOTED.

ALL SANITARY SEWER LEADS ARE 6".

ALL STORM SEWER SIZES ARE AS NOTED.

ALL STORM SEWER LEADS ARE 4".

LEGEND	UTILITY	SOURCE OF LOCATION
○	WATER MAIN LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
▽	WATER GATE VALVE	SEIBER, KEAST AND ASSOCIATES, INC.
—	SANITARY SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
—	6" SANITARY SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
—	STORM SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
—	4" STORM SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
—	STORM SEWER CATCH BASIN	SEIBER, KEAST AND ASSOCIATES, INC.
—	STORM SEWER END SECTION	SEIBER, KEAST AND ASSOCIATES, INC.
—	SAN. OR STM. SEWER MANHOLE	SEIBER, KEAST AND ASSOCIATES, INC.
—	GAS	CONSUMERS ENERGY
—	ELECTRIC	DETROIT EDISON
—	TELEPHONE	AMERITECH
—	CABLE TELEVISION*	COMCAST

*WILL BE SHOWN ON AS-BUILT DRAWINGS.

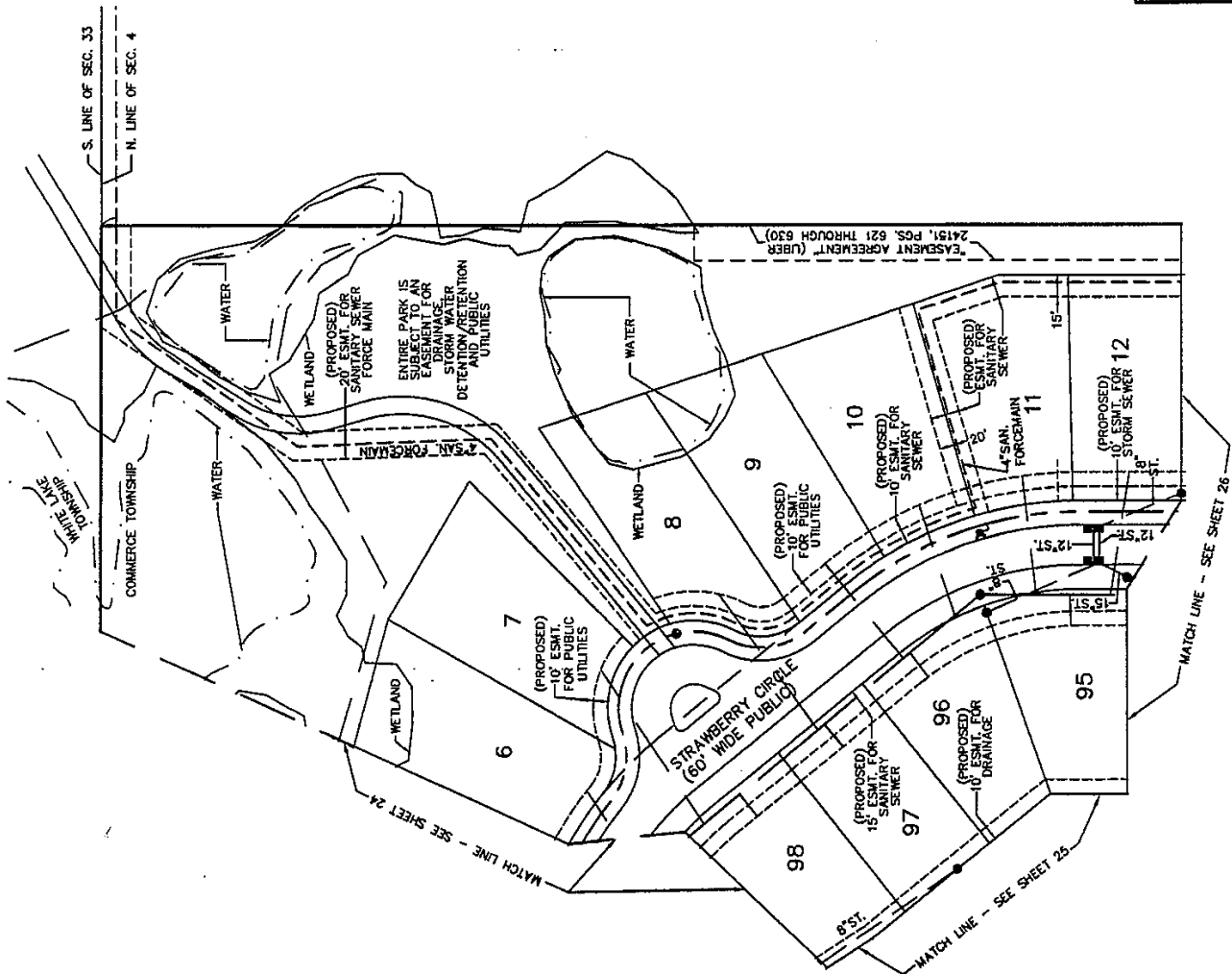
PROPOSED DATE
NOVEMBER 8, 2004

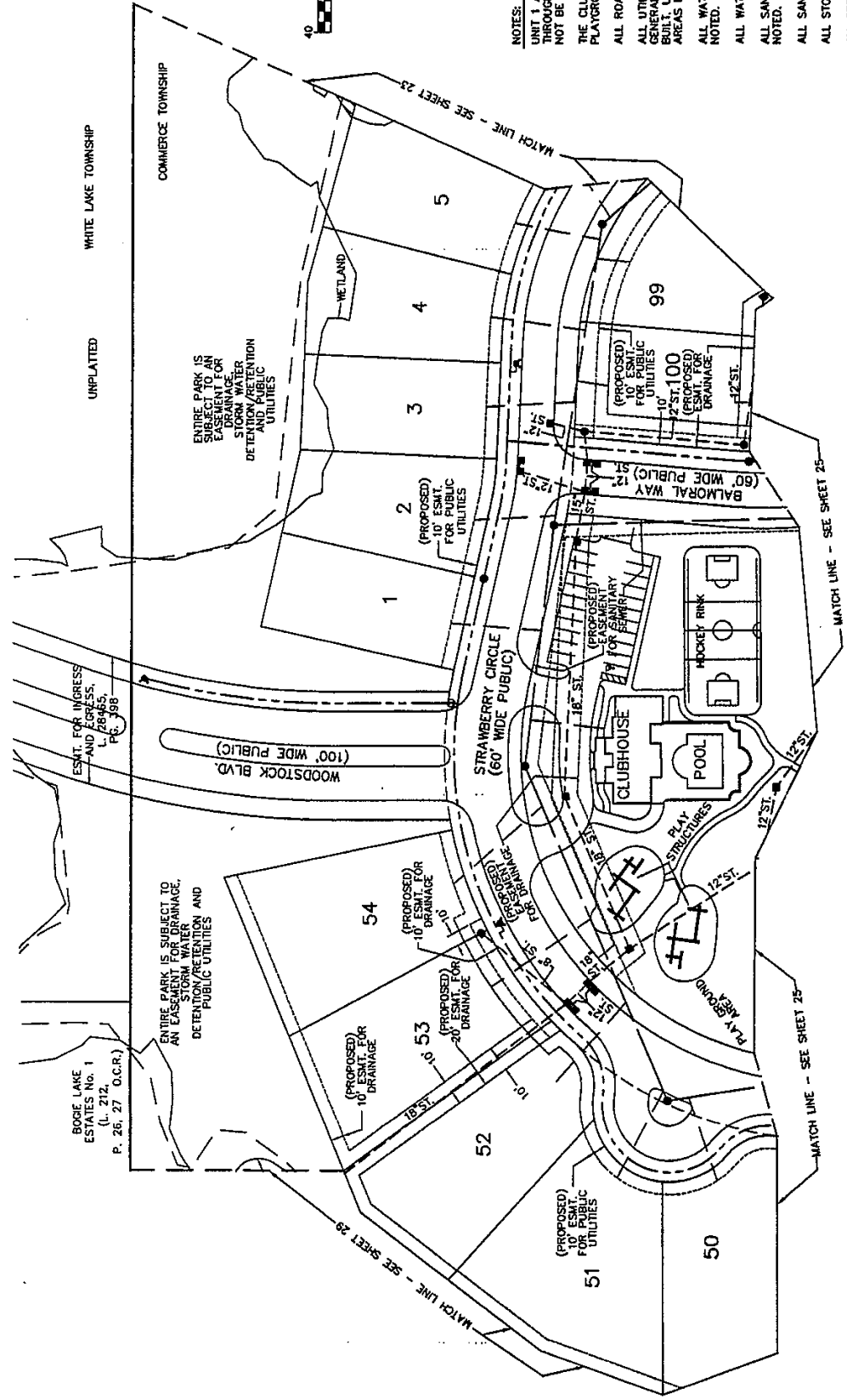
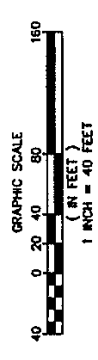
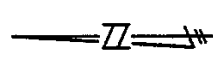


THE HILLS OF BOGIE LAKE
UTILITY PLAN - UNITS 6-12, 95-98

SEIBER, KEAST &
ASSOCIATES, INC.
CIVIL ENGINEERS

DATE PLOTTED: 11/08/04
SHEET
23
OF
42





NOTES:

UNIT 1 AND UNIT 54 MUST BE BUILT. UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 276 NEED NOT BE BUILT.

THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.

ALL ROADS MUST BE BUILT.

ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT, AS DEPICTED, MUST BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.

ALL WATER MAINS ARE 8" UNLESS OTHERWISE NOTED.

ALL WATER LEADS ARE 1".

ALL SANITARY SEWER ARE 8" UNLESS OTHERWISE NOTED.

ALL SANITARY SEWER LEADS ARE 6".

ALL STORM SEWER SIZES ARE AS NOTED.

ALL STORM SEWER LEADS ARE 4".

PROPOSED DATE
NOVEMBER 8, 2004

THE HILLS OF BOGIE LAKE
UTILITY PLAN - UNITS 1-5, 50-54, 99-100

SEBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS

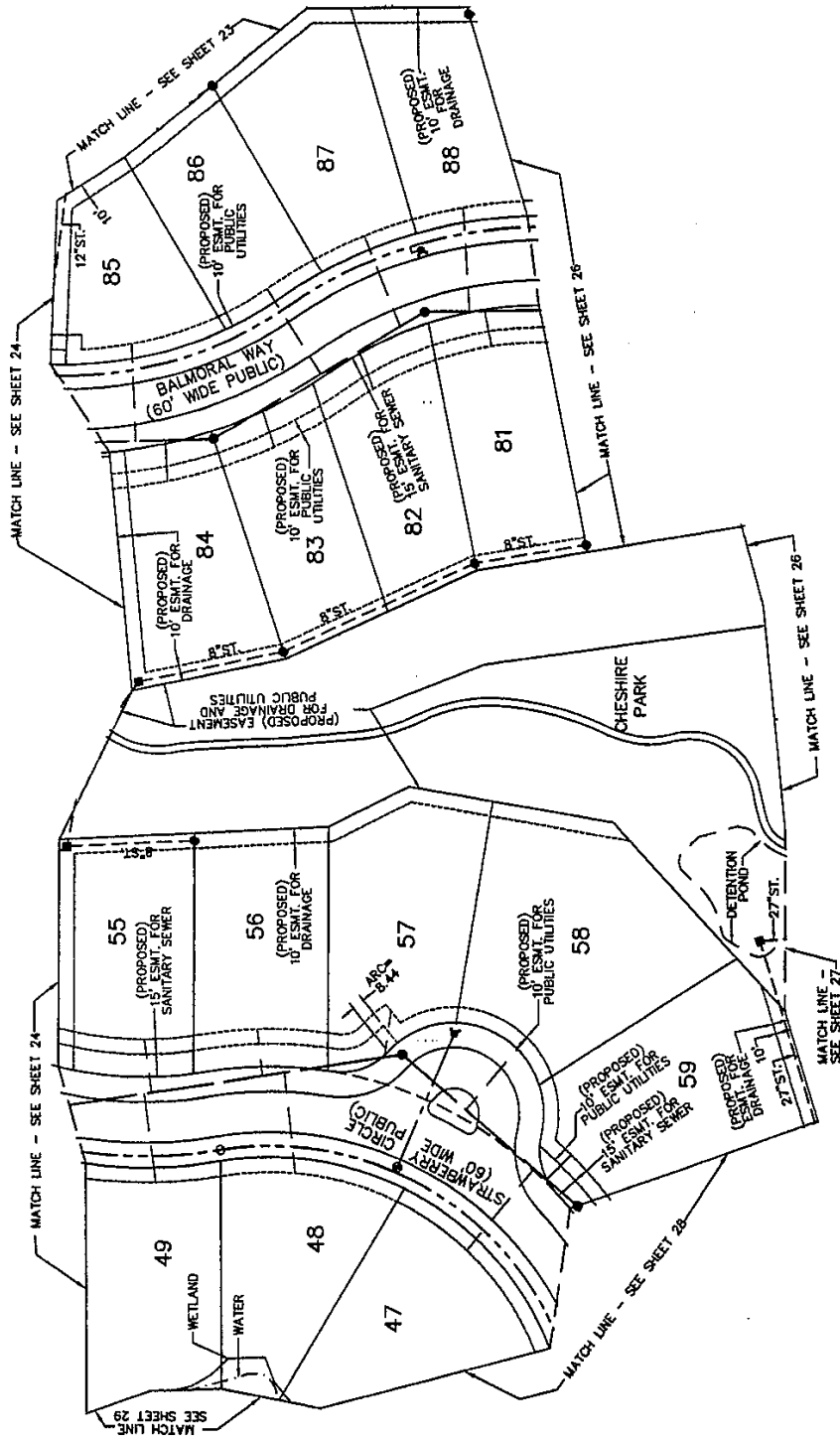
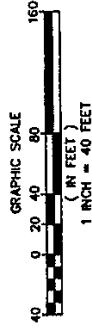
REGISTERED PROFESSIONAL ENGINEER
STATE OF MICHIGAN
NO. 24000

SHEET
24
OF
42

Cliff Johnson
REGISTERED PROFESSIONAL ENGINEER
STATE OF MICHIGAN
NO. 31872

UTILITY	SOURCE OF LOCATION
WATER MAIN LEAD	SEBER, KEAST AND ASSOCIATES, INC.
WATER MAIN LEAD	SEBER, KEAST AND ASSOCIATES, INC.
WATER GATE VALVE	SEBER, KEAST AND ASSOCIATES, INC.
SANITARY SEWER	SEBER, KEAST AND ASSOCIATES, INC.
6" SANITARY SEWER LEAD	SEBER, KEAST AND ASSOCIATES, INC.
STORM SEWER	SEBER, KEAST AND ASSOCIATES, INC.
4" STORM SEWER LEAD	SEBER, KEAST AND ASSOCIATES, INC.
STORM SEWER CATCH BASIN	SEBER, KEAST AND ASSOCIATES, INC.
STORM SEWER END SECTION	SEBER, KEAST AND ASSOCIATES, INC.
SAN. OR STM. SEWER MANHOLE	SEBER, KEAST AND ASSOCIATES, INC.
GAS*	CONSUMERS ENERGY
ELECTRIC*	DETROIT EDISON
TELEPHONE*	AMERITECH
CABLE TELEVISION*	COMCAST

*WILL BE SHOWN ON AS-BUILT DRAWINGS.



NOTES:
 UNIT 1 AND UNIT 54 MUST BE BUILT. UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 276 NEED NOT BE BUILT.
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 ALL WATER LEADS ARE 1".
 ALL SANITARY SEWER ARE 8" UNLESS OTHERWISE NOTED.
 ALL SANITARY SEWER LEADS ARE 6".
 ALL STORM SEWER SIZES ARE AS NOTED.
 ALL STORM SEWER LEADS ARE 4".

UTILITY	SOURCE OF LOCATION
WATER MAIN LEAD	SEBER, KEAST AND ASSOCIATES, INC.
WATER MAIN VALVE	SEBER, KEAST AND ASSOCIATES, INC.
WATER MAIN	SEBER, KEAST AND ASSOCIATES, INC.
SANITARY SEWER	SEBER, KEAST AND ASSOCIATES, INC.
6" SANITARY SEWER LEAD	SEBER, KEAST AND ASSOCIATES, INC.
STORM SEWER	SEBER, KEAST AND ASSOCIATES, INC.
4" STORM SEWER LEAD	SEBER, KEAST AND ASSOCIATES, INC.
STORM SEWER CATCH BASIN	SEBER, KEAST AND ASSOCIATES, INC.
STORM SEWER END SECTION	SEBER, KEAST AND ASSOCIATES, INC.
SAN. OR STM. SEWER MANHOLE	SEBER, KEAST AND ASSOCIATES, INC.
GAS*	CONSUMERS ENERGY
ELECTRIC*	DETROIT EDISON
TELEPHONE*	AMERITECH
CABLE TELEVISION*	COMCAST

PROPOSED DATE
 NOVEMBER 8, 2004

THE HILLS OF BOGIE LAKE
 UTILITY PLAN - UNITS 47-49, 55-59, 81-88

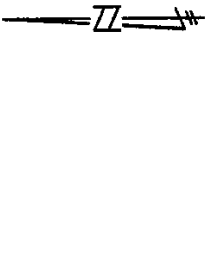
SEBER, KEAST & ASSOCIATES, INC.
 CONSULTING ENGINEERS

PROJECT NO. 25
 SHEET NO. 42



Jeffrey A. Seber
 JEFFREY A. SEBER
 LICENSE NO. 9173
 STATE OF MICHIGAN

* WILL BE SHOWN ON BUILT DRAWINGS.



GRAPHIC SCALE
 0 20 40 80 160
 (IN FEET)
 1 INCH = 40 FEET

NOTES:
 UNIT 1 AND UNIT 54 MUST BE BUILT. UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 276 NEED NOT BE BUILT.
 THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.
 ALL ROADS MUST BE BUILT.
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 ALL WATER MAINS ARE 8" UNLESS OTHERWISE NOTED.
 ALL WATER LEADS ARE 1".
 ALL SANITARY SEWER ARE 8" UNLESS OTHERWISE NOTED.
 ALL SANITARY SEWER LEADS ARE 6".
 ALL STORM SEWER SIZES ARE AS NOTED.
 ALL STORM SEWER LEADS ARE 4".

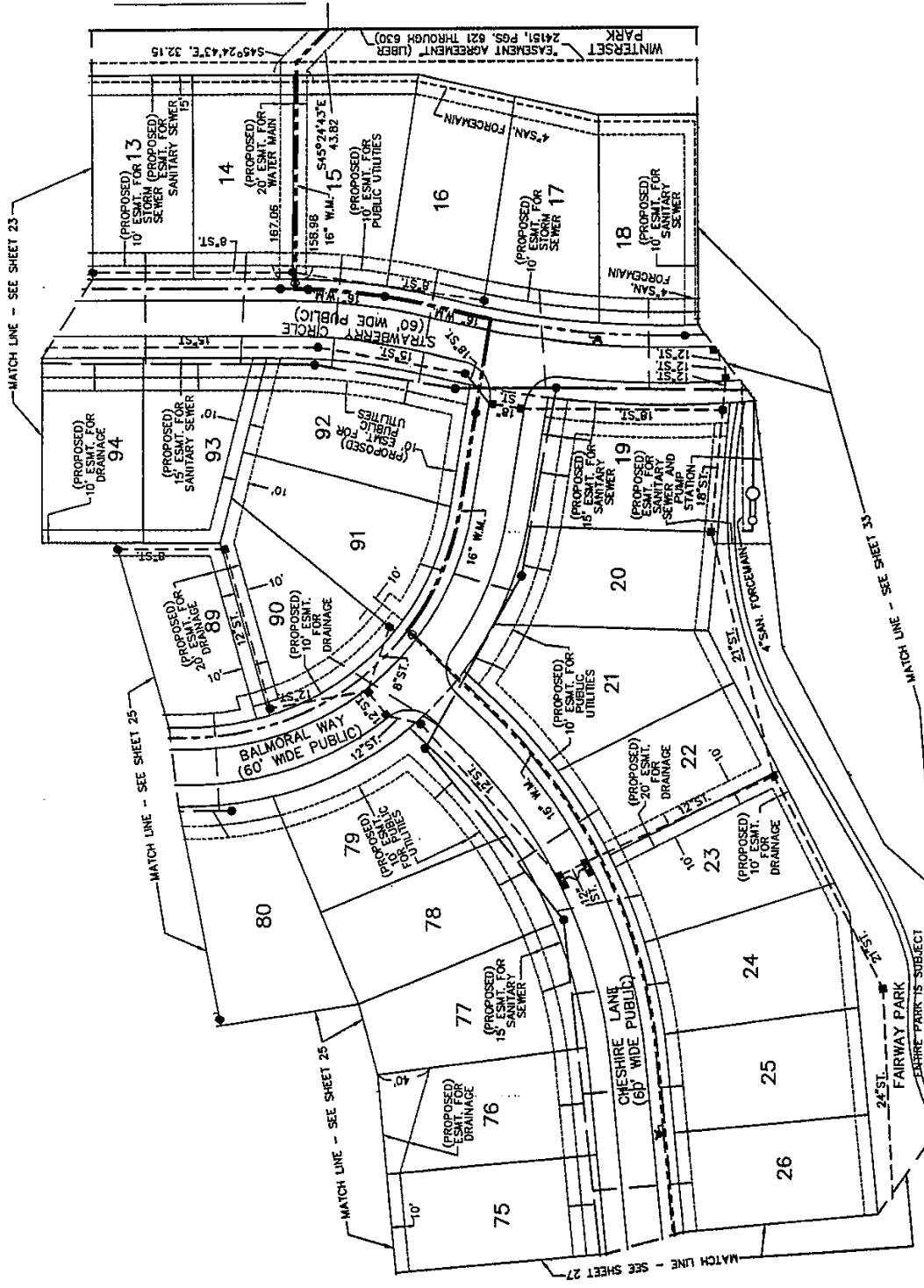
PROPOSED DATE
 NOVEMBER 8, 2004

THE HILLS OF BOGIE LAKE

UTILITY PLAN - UNITS 13-26, 75-80, 89-94

SEIBER, KEAST & ASSOCIATES, INC.
 ENGINEERS AND ARCHITECTS
 1000 WEST 10TH AVENUE, SUITE 200
 DENVER, CO 80202
 PHONE: 303.733.1100
 FAX: 303.733.1101
 PROJECT NO. 04-0001
 SHEET NO. 26 OF 42

City Signs
 1500 W. 10th Ave., Suite 200
 Denver, CO 80202
 Phone: 303.733.1100
 Fax: 303.733.1101



LEGEND	UTILITY	SOURCE OF LOCATION
---	WATER MAIN LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
---	WATER MAIN VALVE	SEIBER, KEAST AND ASSOCIATES, INC.
---	HYDRANT	SEIBER, KEAST AND ASSOCIATES, INC.
---	SANITARY SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
---	6" SANITARY SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
---	STORM SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
---	4" STORM SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
---	STORM SEWER CATCH BASIN	SEIBER, KEAST AND ASSOCIATES, INC.
---	STORM SEWER END SECTION	SEIBER, KEAST AND ASSOCIATES, INC.
---	SAN. OR STM. SEWER MANHOLE	SEIBER, KEAST AND ASSOCIATES, INC.
---	GAS	CONSUMERS ENERGY
---	ELECTRIC	UNITED ILLINOIS
---	TELEPHONE*	WARRIATCH
---	CABLE TELEVISION*	COMCAST

*WILL BE SHOWN ON AS-BUILT DRAWINGS.

MATCH LINE - SEE SHEET 23

MATCH LINE - SEE SHEET 25

MATCH LINE - SEE SHEET 25

MATCH LINE - SEE SHEET 27

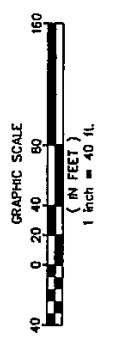
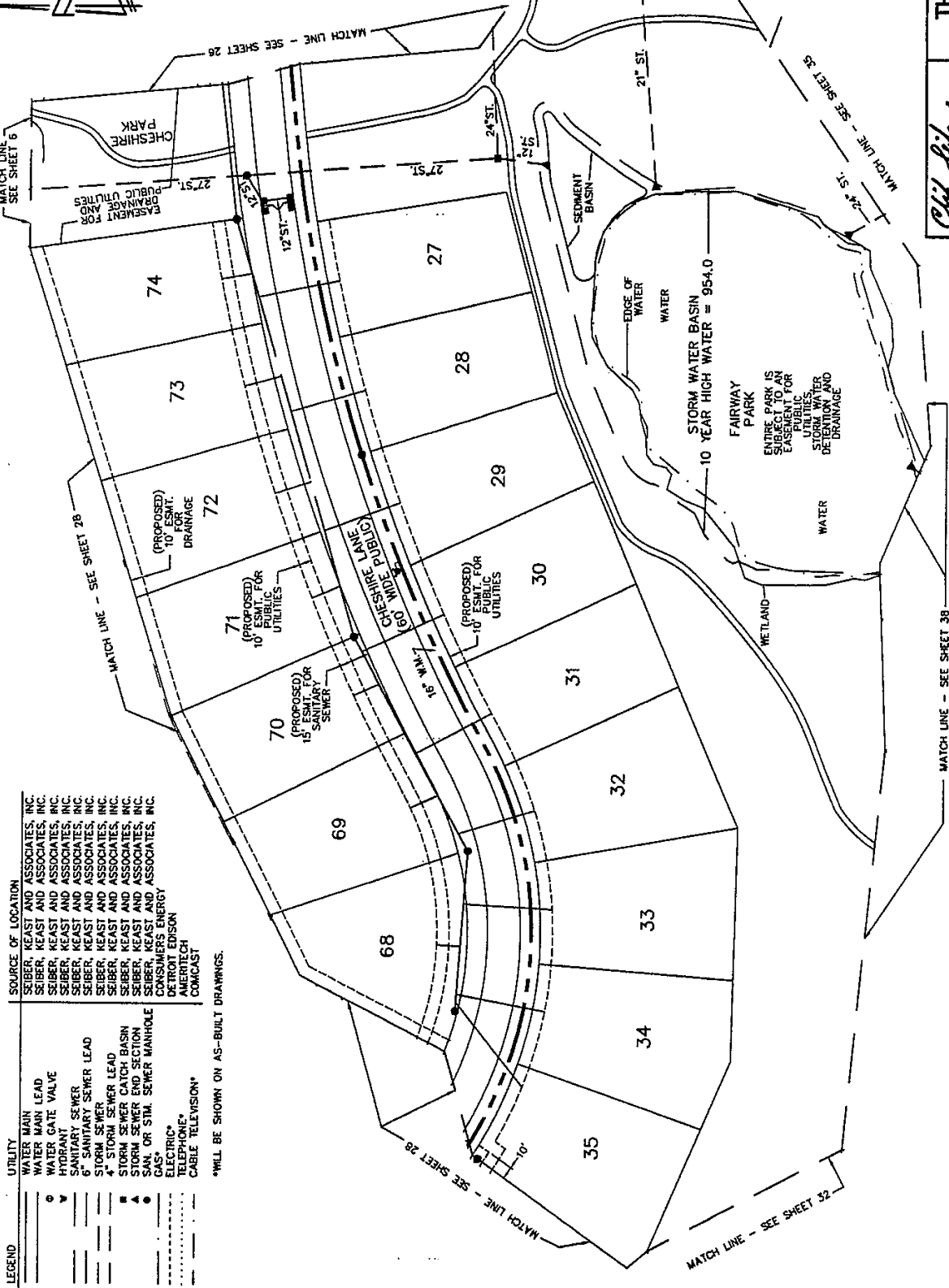
MATCH LINE - SEE SHEET 33

RESERVED FOR SUBJECT TO AN EASEMENT FOR PUBLIC UTILITIES, STORM SEWER DETENTION AND DRAINAGE

LEGEND	UTILITY	SOURCE OF LOCATION
○	WATER MAIN LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
▽	WATER GATE VALVE	SEIBER, KEAST AND ASSOCIATES, INC.
—	HYDRANT SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
—	6" SANITARY SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
—	STORM SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
—	STORM SEWER CATCH BASIN	SEIBER, KEAST AND ASSOCIATES, INC.
—	STORM SEWER AND SECTION	SEIBER, KEAST AND ASSOCIATES, INC.
—	SAN. OR STIM. SEWER MANHOLE	SEIBER, KEAST AND ASSOCIATES, INC.
—	GAS	CONSOLIDATED ENERGY
—	ELECTRIC	DETROIT EDISON
—	TELEPHONE*	AMERITECH
—	CABLE TELEVISION*	COMCAST

*WILL BE SHOWN ON AS-BUILT DRAWINGS.

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- NOTES:
- UNIT 1 AND UNIT 54 MUST BE BUILT. UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 276 NEED NOT BE BUILT.
 - THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.
 - ALL ROADS MUST BE BUILT.
 - ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE GENERAL COMMUNITY ARE TO BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.
 - ALL WATER MAINS ARE 8" UNLESS OTHERWISE NOTED.
 - ALL WATER LEADS ARE 1".
 - ALL SANITARY SEWER ARE 6" UNLESS OTHERWISE NOTED.
 - ALL SANITARY SEWER LEADS ARE 6".
 - ALL STORM SEWER SIZES ARE AS NOTED.
 - ALL STORM SEWER LEADS ARE 4".

PROPOSED DATE
NOVEMBER 8, 2004

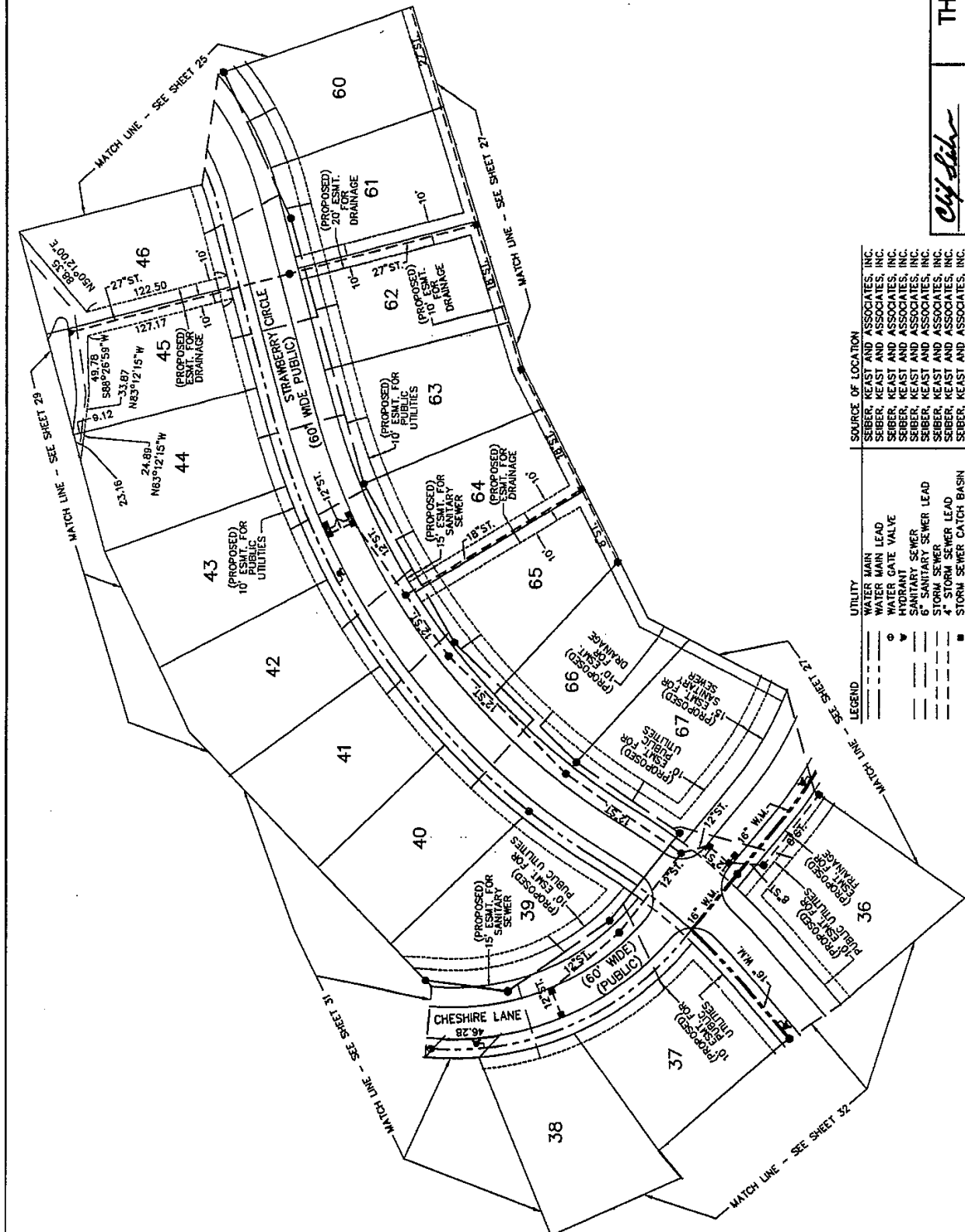
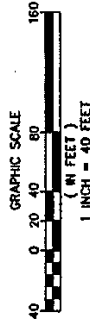
THE HILLS OF BOGIE LAKE

UTILITY PLAN - UNITS 27-35, 68-74

Seiber, Keast & Associates, Inc.
 REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 31872
 DECEMBER 1997

SEIBER, KEAST & ASSOCIATES, INC.
 CONSULTING ENGINEERS

27
OF
42



NOTES:

UNIT 1 AND UNIT 54 MUST BE BUILT. UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 276 NEED NOT BE BUILT.

THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.

ALL ROADS MUST BE BUILT.

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ALL WATER MAINS ARE 8" UNLESS OTHERWISE NOTED.

ALL WATER LEADS ARE 1".

ALL SANITARY SEWER ARE 8" UNLESS OTHERWISE NOTED.

ALL SANITARY SEWER LEADS ARE 6".

ALL STORM SEWER SIZES ARE AS NOTED.

ALL STORM SEWER LEADS ARE 4".

PROPOSED DATE
NOVEMBER 8, 2004

THE HILLS OF BOGIE LAKE

UTILITY PLAN - UNITS 36-46, 60-67



SEIBER, KEAST &
ASSOCIATES, INC.
CONSULTING ENGINEERS



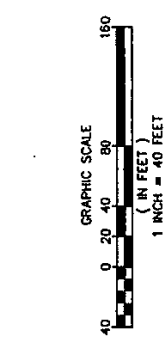
Clyde
ENGINEER NO. 31672

28
OF
42

UTILITY	SOURCE OF LOCATION
WATER MAIN	SEIBER, KEAST AND ASSOCIATES, INC.
WATER MAIN LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
WATER GATE VALVE	SEIBER, KEAST AND ASSOCIATES, INC.
HYDRANT	SEIBER, KEAST AND ASSOCIATES, INC.
SANITARY SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
6" SANITARY SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
STORM SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
4" STORM SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
STORM SEWER CATCH BASIN	SEIBER, KEAST AND ASSOCIATES, INC.
STORM SEWER END SECTION	SEIBER, KEAST AND ASSOCIATES, INC.
SAN. OR STIM. SEWER MANHOLE	SEIBER, KEAST AND ASSOCIATES, INC.
ELECTRIC*	GENERAL ENERGY
TELEPHONE*	DETROIT EDISON
CABLE TELEVISION*	AMERITECH
	COMCAST

LEGEND	LEGEND
(Symbol)	(PROPOSED) 15" SANITARY SEWER
(Symbol)	(PROPOSED) 10" SANITARY SEWER
(Symbol)	(PROPOSED) 10" PUBLIC UTILITIES
(Symbol)	(PROPOSED) 15" SANITARY SEWER
(Symbol)	(PROPOSED) 10" SANITARY SEWER
(Symbol)	(PROPOSED) 10" PUBLIC UTILITIES
(Symbol)	(PROPOSED) 15" SANITARY SEWER
(Symbol)	(PROPOSED) 10" SANITARY SEWER
(Symbol)	(PROPOSED) 10" PUBLIC UTILITIES
(Symbol)	(PROPOSED) 15" SANITARY SEWER
(Symbol)	(PROPOSED) 10" SANITARY SEWER
(Symbol)	(PROPOSED) 10" PUBLIC UTILITIES
(Symbol)	(PROPOSED) 15" SANITARY SEWER
(Symbol)	(PROPOSED) 10" SANITARY SEWER
(Symbol)	(PROPOSED) 10" PUBLIC UTILITIES
(Symbol)	(PROPOSED) 15" SANITARY SEWER
(Symbol)	(PROPOSED) 10" SANITARY SEWER
(Symbol)	(PROPOSED) 10" PUBLIC UTILITIES
(Symbol)	(PROPOSED) 15" SANITARY SEWER
(Symbol)	(PROPOSED) 10" SANITARY SEWER
(Symbol)	(PROPOSED) 10" PUBLIC UTILITIES

*WILL BE SHOWN ON AS-BUILT DRAWINGS.



NOTES:

UNIT 1 AND UNIT 54 MUST BE BUILT, UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 278 NEED NOT BE BUILT.

THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.

ALL ROADS MUST BE BUILT.

ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT, AS DEPICTED, MUST BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.

ALL WATER MAINS ARE 8" UNLESS OTHERWISE NOTED.

ALL WATER LEADS ARE 1".

ALL SANITARY SEWER ARE 8" UNLESS OTHERWISE NOTED.

ALL SANITARY SEWER LEADS ARE 6".

ALL STORM SEWER SIZES ARE AS NOTED.

ALL STORM SEWER LEADS ARE 4".

LEGEND	UTILITY	SOURCE OF LOCATION
---	WATER MAIN	SEBER, KEAST AND ASSOCIATES, INC.
---	WATER MAIN LEAD	SEBER, KEAST AND ASSOCIATES, INC.
---	WATER GATE VALVE	SEBER, KEAST AND ASSOCIATES, INC.
---	HYDRANT	SEBER, KEAST AND ASSOCIATES, INC.
---	SANITARY SEWER	SEBER, KEAST AND ASSOCIATES, INC.
---	6" SANITARY SEWER LEAD	SEBER, KEAST AND ASSOCIATES, INC.
---	STORM SEWER	SEBER, KEAST AND ASSOCIATES, INC.
---	4" STORM SEWER LEAD	SEBER, KEAST AND ASSOCIATES, INC.
---	STORM SEWER CATCH BASIN	SEBER, KEAST AND ASSOCIATES, INC.
---	STORM SEWER END SECTION	SEBER, KEAST AND ASSOCIATES, INC.
---	MAN, OR STA. SEWER MANHOLE	SEBER, KEAST AND ASSOCIATES, INC.
---	GAS*	CONSUMERS ENERGY
---	ELECTRIC*	DETROIT EDISON
---	TELEPHONE*	AMERITECH
---	CABLE TELEVISION*	AMERITECH
---	WETLAND	STATE OF MICHIGAN

*WILL BE SHOWN ON AS-BUILT DRAWINGS.

PROPOSED DATE
NOVEMBER 8, 2004

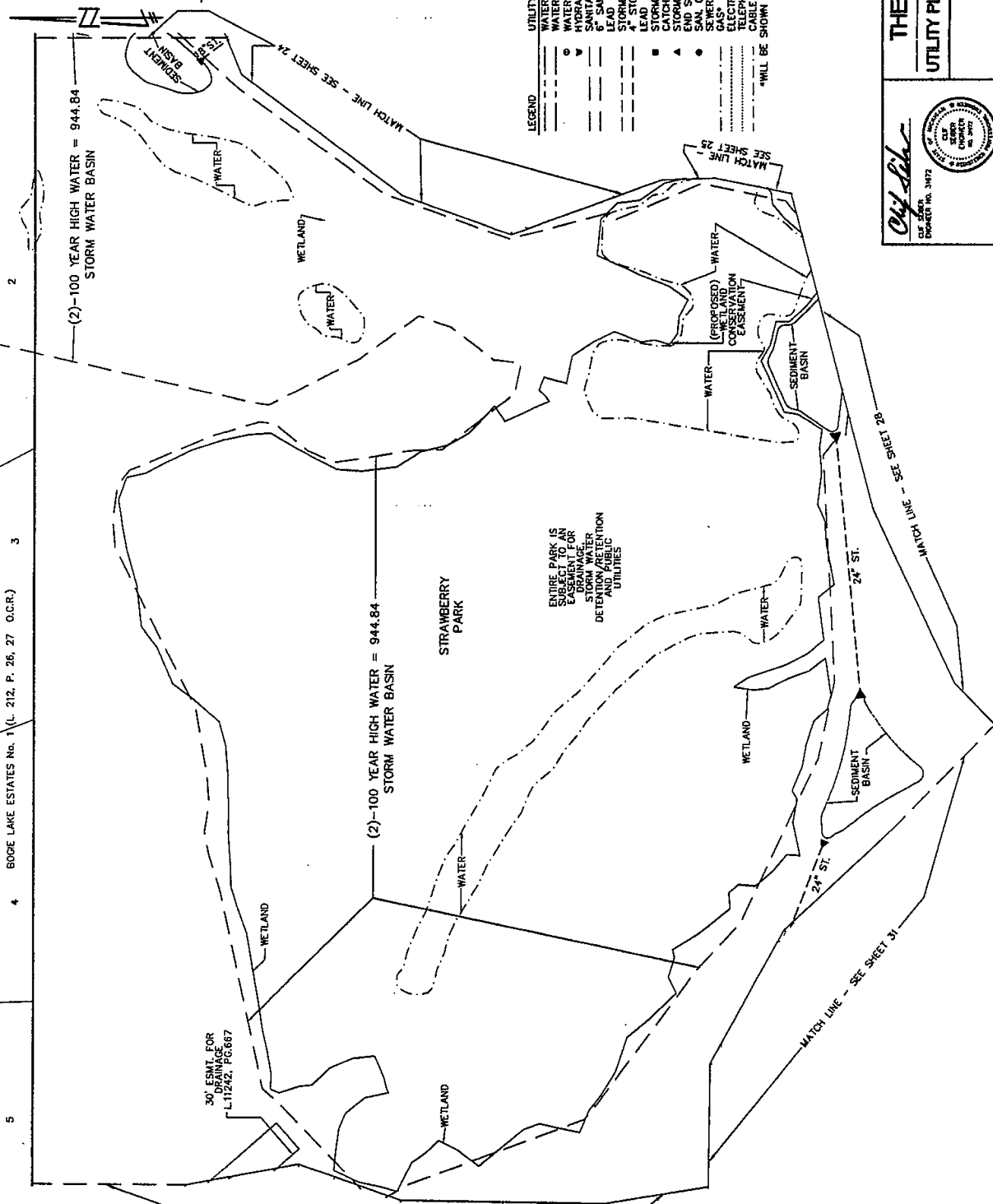
THE HILLS OF BOGIE LAKE

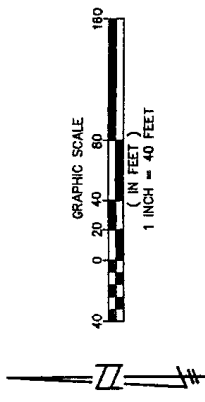
UTILITY PLAN - PART OF STRAWBERRY PARK

CLAY L. LICK
STATE OF MICHIGAN
LICENSE NO. 3472
PROFESSIONAL ENGINEER

SEBER, KEAST & ASSOCIATES, INC.
ENGINEERING CONSULTANTS
3000 BOGIE LAKE DRIVE, SUITE 100
ANN ARBOR, MI 48106

SHEET
29
OF
42





NOTES:

UNIT 1 AND UNIT 54 MUST BE BUILT. UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 278 NEED NOT BE BUILT.

THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.

ALL ROADS MUST BE BUILT.

ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT, AS DEPICTED, MUST BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.

ALL WATER MAINS ARE 8" UNLESS OTHERWISE NOTED.

ALL WATER LEADS ARE 1".

ALL SANITARY SEWER ARE 8" UNLESS OTHERWISE NOTED.

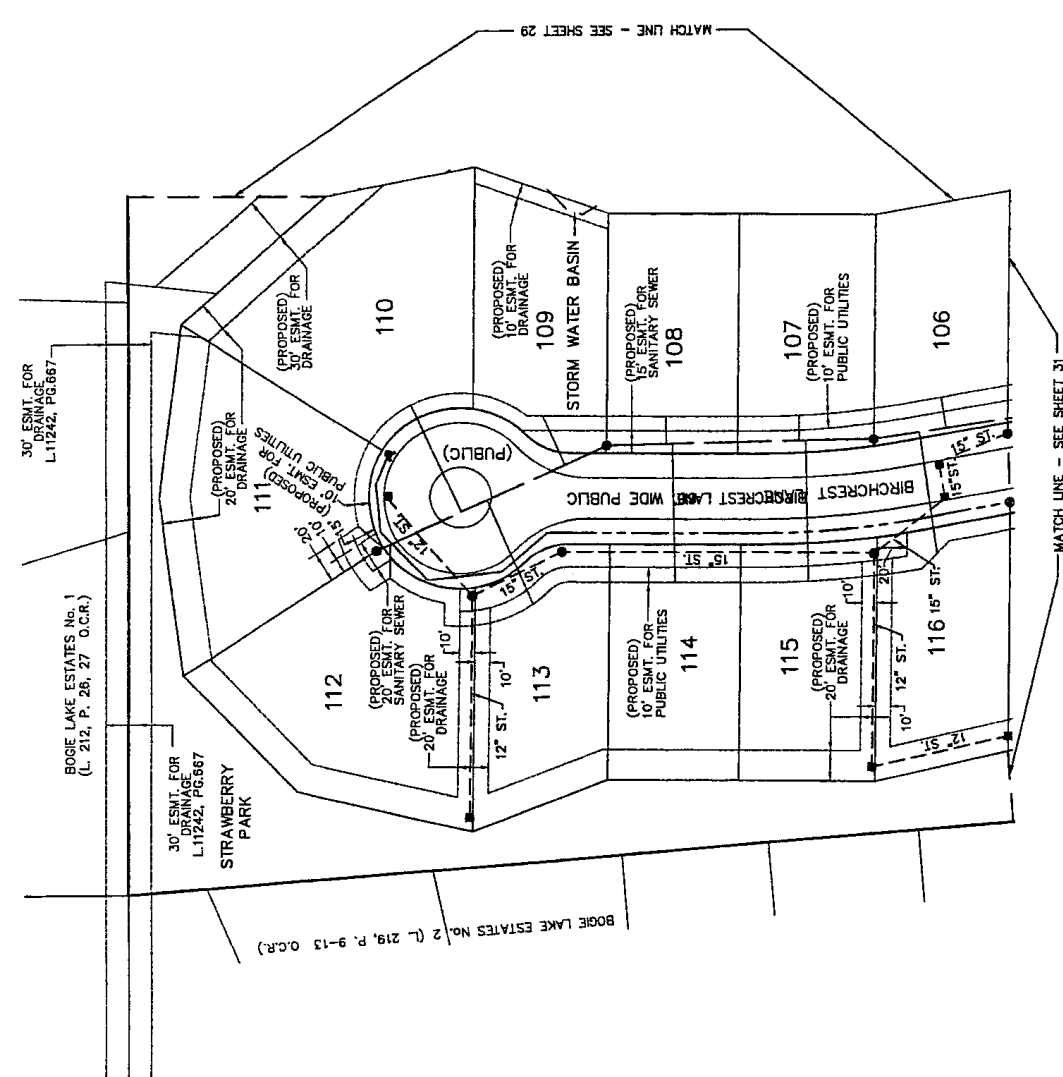
ALL SANITARY SEWER LEADS ARE 6".

ALL STORM SEWER SIZES ARE AS NOTED.

ALL STORM SEWER LEADS ARE 4".

LEGEND	UTILITY	SOURCE OF LOCATION
---	WATER MAIN LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
---	WATER GATE VALVE	SEIBER, KEAST AND ASSOCIATES, INC.
○	HYDRANT	SEIBER, KEAST AND ASSOCIATES, INC.
---	8" SANITARY SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
---	8" SANITARY SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
---	4" STORM SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
---	STORM SEWER CATCH BASIN	SEIBER, KEAST AND ASSOCIATES, INC.
---	STORM SEWER END SECTION	SEIBER, KEAST AND ASSOCIATES, INC.
---	SAN. OR STM. SEWER MANHOLE	SEIBER, KEAST AND ASSOCIATES, INC.
---	ELECTRIC	CONSUMERS ENERGY
---	TELEPHONE	DETROIT EDISON
---	CABLE TELEVISION	DETROIT EDISON COMCAST

• WILL BE SHOWN ON AS-BUILT DRAWINGS.



PROPOSED DATE
AUGUST 9, 2005

THE HILLS OF BOGIE LAKE

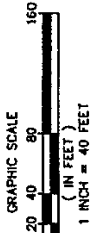
UTILITY PLAN - UNITS 106-116

CHRISTOPHER J. SEIBER
ENGINEER
No. 3872
STATE OF MICHIGAN

SEIBER, KEAST &
ASSOCIATES, INC.
CONSULTING ENGINEERS

STATE BOARD OF PROFESSIONAL ENGINEERS
1915 W. WISCONSIN ST., SUITE 100
ANN ARBOR, MI 48106-1000

SHEET
30
OF
42



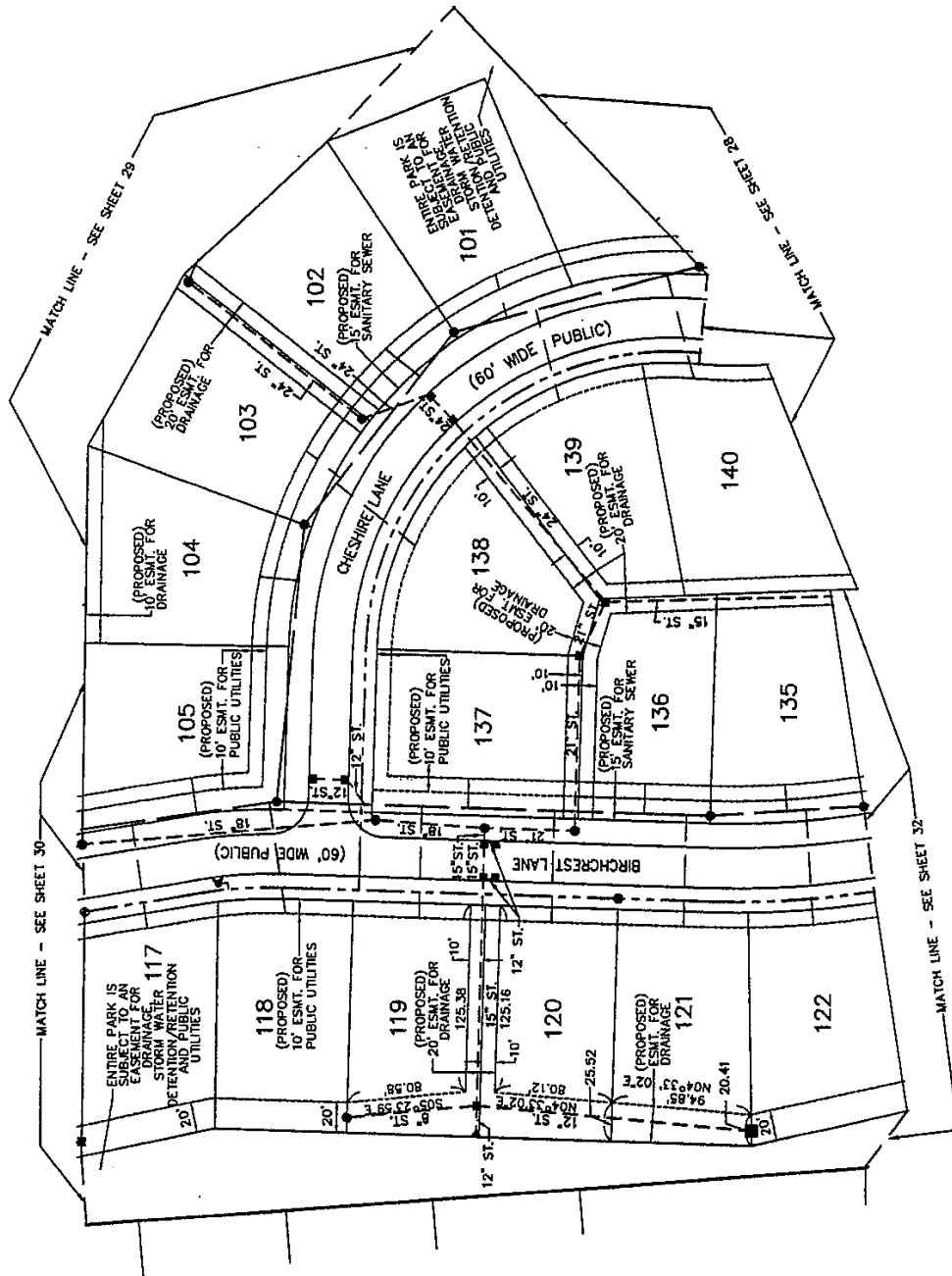
NOTES:

- UNIT 1 AND UNIT 54 MUST BE BUILT. UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 276 NEED NOT BE BUILT.
- THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.
- ALL ROADS MUST BE BUILT.
- ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT, AS DEPICTED, MUST BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.
- ALL WATER MAINS ARE 8" UNLESS OTHERWISE NOTED.
- ALL WATER LEADS ARE 1".
- ALL SANITARY SEWER ARE 8" UNLESS OTHERWISE NOTED.
- ALL SANITARY SEWER LEADS ARE 6".
- ALL STORM SEWER SIZES ARE AS NOTED.
- ALL STORM SEWER LEADS ARE 4".

LEGEND

UTILITY	SOURCE OF LOCATION
WATER MAIN LEAD	SEBER, KEAST AND ASSOCIATES, INC.
WATER GATE VALVE	SEBER, KEAST AND ASSOCIATES, INC.
HYDRANT	SEBER, KEAST AND ASSOCIATES, INC.
SANITARY SEWER	SEBER, KEAST AND ASSOCIATES, INC.
6" SANITARY SEWER LEAD	SEBER, KEAST AND ASSOCIATES, INC.
STORM SEWER	SEBER, KEAST AND ASSOCIATES, INC.
4" STORM SEWER LEAD	SEBER, KEAST AND ASSOCIATES, INC.
STORM SEWER CATCH BASIN	SEBER, KEAST AND ASSOCIATES, INC.
STORM SEWER END SECTION	SEBER, KEAST AND ASSOCIATES, INC.
SAN. OR STM. SEWER MANHOLE	SEBER, KEAST AND ASSOCIATES, INC.
ELECTRIC*	CONQUEST ENERGY
TELEPHONE*	AMERITECH
CABLE TELEVISION*	COMCAST

*WILL BE SHOWN ON AS-BUILT DRAWINGS.



PROPOSED DATE
NOVEMBER 8, 2004

City of
3187
ENGINEER No. 31872

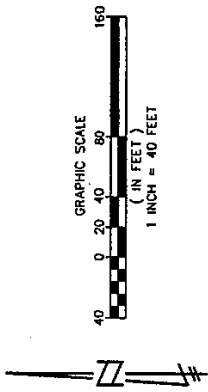


THE HILLS OF BOGIE LAKE

UTILITY PLAN - UNITS 101-105, 117-122, 135-140

SEBER, KEAST &
ASSOCIATES, INC.
CONSULTING ENGINEERS

SHEET
31
OF
42



NOTES:

UNIT 1 AND UNIT 54 MUST BE BUILT, UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 276 NEED NOT BE BUILT.

THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.

ALL ROADS MUST BE BUILT.

ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT, AS DEPICTED, MUST BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.

ALL WATER MAINS ARE 8" UNLESS OTHERWISE NOTED.

ALL WATER LEADS ARE 1".

ALL SANITARY SEWER ARE 8" UNLESS OTHERWISE NOTED.

ALL SANITARY SEWER LEADS ARE 6".

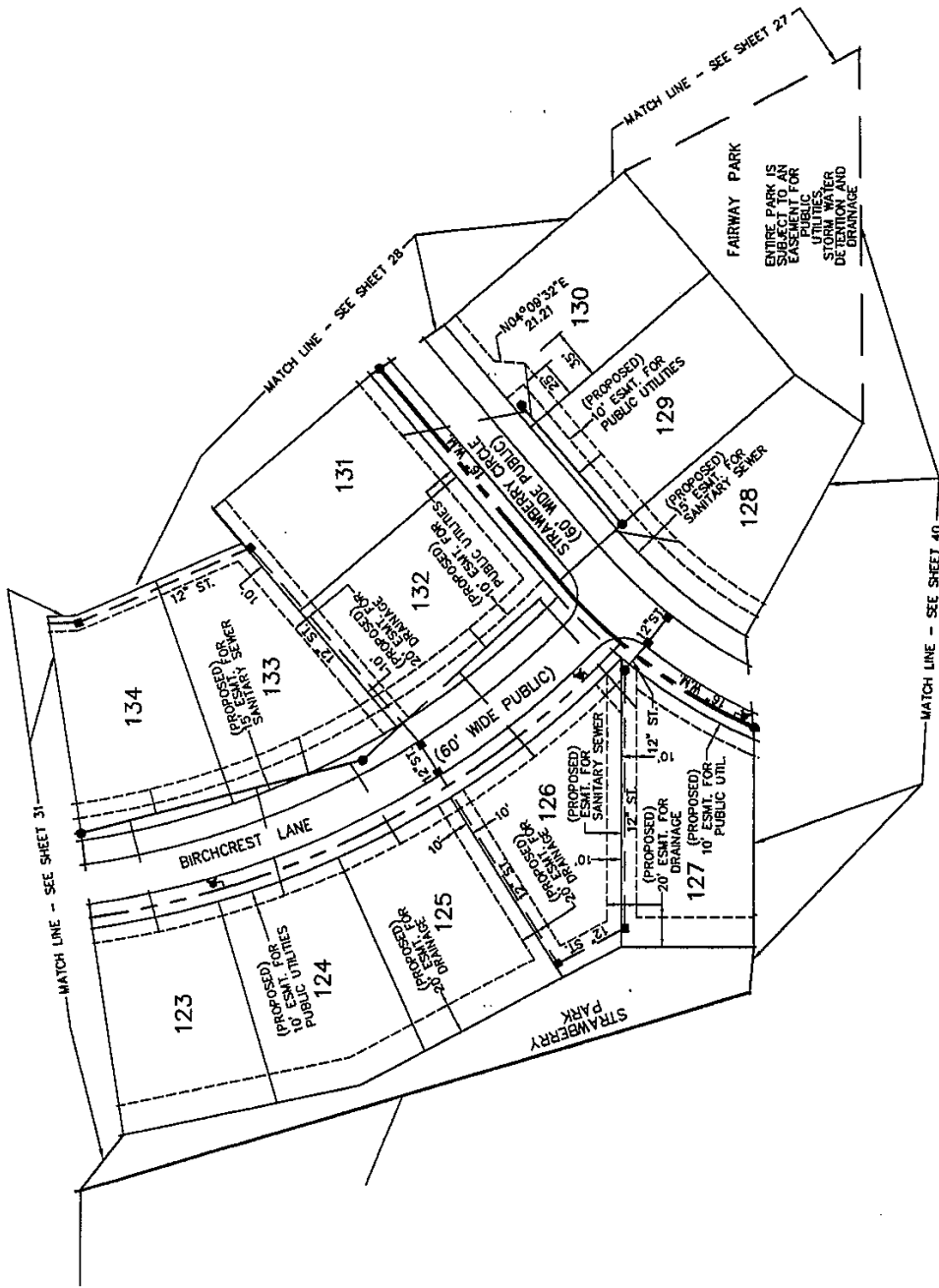
ALL STORM SEWER SIZES ARE AS NOTED.

ALL STORM SEWER LEADS ARE 4".

LEGEND

○	UTILITY	SOURCE OF LOCATION
□	WATER MAIN LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
▽	WATER GATE VALVE	SEIBER, KEAST AND ASSOCIATES, INC.
○	HYDRANT	SEIBER, KEAST AND ASSOCIATES, INC.
○	SANITARY SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
○	6" SANITARY SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
○	STORM SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
○	4" STORM SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
○	STORM SEWER CATCH BASIN	SEIBER, KEAST AND ASSOCIATES, INC.
○	STORM SEWER AND SECTION	SEIBER, KEAST AND ASSOCIATES, INC.
○	SAN. OR STIM. SEWER MANHOLE	SEIBER, KEAST AND ASSOCIATES, INC.
○	GAS	CONSUMERS ENERGY
○	ELECTRIC	DETROIT EDISON
○	TELEPHONE*	AMERITECH
○	CABLE TELEVISION*	COMCAST

*WILL BE SHOWN ON AS-BUILT DRAWINGS.



PROPOSED DATE
NOVEMBER 8, 2004

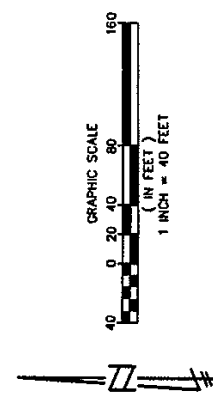
THE HILLS OF BOGIE LAKE
UTILITY PLAN - UNITS 123-134

SEIBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS
4500 CRAWFORD DRIVE, SUITE 200, WESTLAND, MI 48090-1500
PH: 313-751-7111

City Station
CLP 2600
PROJECT NO. 3172

SEIBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS
4500 CRAWFORD DRIVE, SUITE 200, WESTLAND, MI 48090-1500
PH: 313-751-7111

SHEET
32
OF
42



NOTES:

UNIT 1 AND UNIT 54 MUST BE BUILT UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 276 NEED NOT BE BUILT.

THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.

ALL ROADS MUST BE BUILT.

ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT, AS DEPICTED, MUST BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.

ALL WATER MAINS ARE 8" UNLESS OTHERWISE NOTED.

ALL WATER LEADS ARE 1".

ALL SANITARY SEWER ARE 8" UNLESS OTHERWISE NOTED.

ALL SANITARY SEWER LEADS ARE 6".

ALL STORM SEWER SIZES ARE AS NOTED.

ALL STORM SEWER LEADS ARE 4".

PROPOSED DATE
NOVEMBER 8, 2004

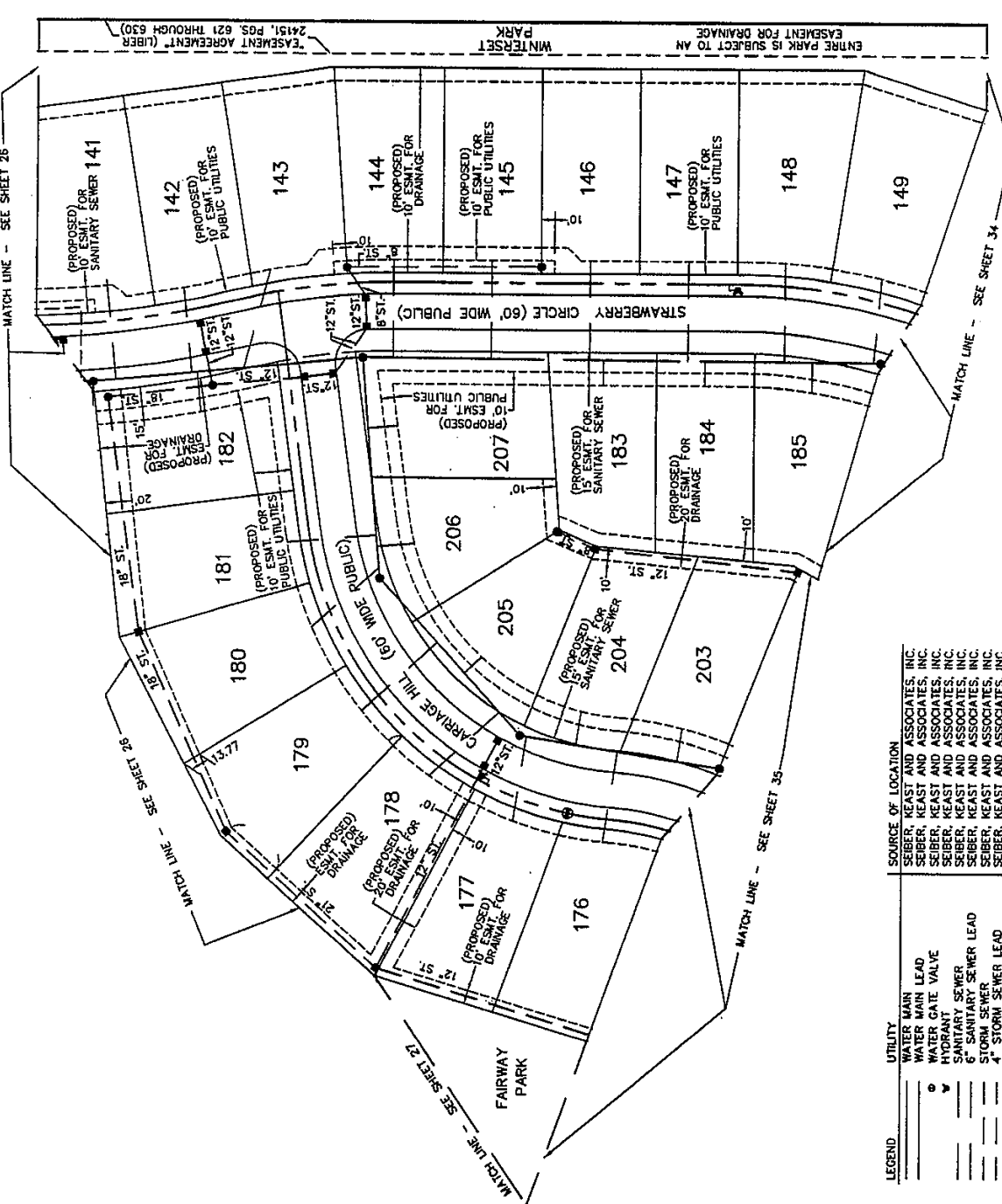
THE HILLS OF BOGIE LAKE

UTILITY PLAN - UNITS 141-149, 176-185, 203-207

SEIBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS

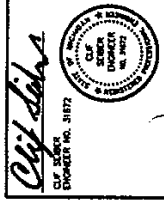
REGISTERED PROFESSIONAL ENGINEER
STATE OF MICHIGAN
NO. 251-1000

PROJECT NO. 04-0000000000
SHEET 33 OF 42



LEGEND	UTILITY	SOURCE OF LOCATION
○	WATER MAIN LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
○	WATER GATE VALVE	SEIBER, KEAST AND ASSOCIATES, INC.
○	HYDRANT	SEIBER, KEAST AND ASSOCIATES, INC.
○	SANITARY SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
○	6" SANITARY SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
○	STORM SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
○	4" STORM SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
○	STORM SEWER CATCH BASIN	SEIBER, KEAST AND ASSOCIATES, INC.
○	STORM SEWER END SECTION	SEIBER, KEAST AND ASSOCIATES, INC.
○	STORM SEWER MANHOLE	SEIBER, KEAST AND ASSOCIATES, INC.
○	GAS	DETROIT EDISON ENERGY
○	ELECTRIC*	DETROIT EDISON
○	TELEPHONE*	AMERITECH
○	CABLE TELEVISION*	COMCAST

*WILL BE SHOWN ON AS-BUILT DRAWINGS.



David J. Keast
ENGINEER NO. 251-1000

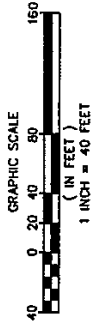
MATCH LINE - SEE SHEET 26

MATCH LINE - SEE SHEET 34

MATCH LINE - SEE SHEET 21

MATCH LINE - SEE SHEET 35

EASEMENT FOR DRAINAGE
ENTIRE PARK IS SUBJECT TO AN
EASEMENT FOR DRAINAGE
WINTERSSET PARK
24511, PGS. 621 THROUGH 630



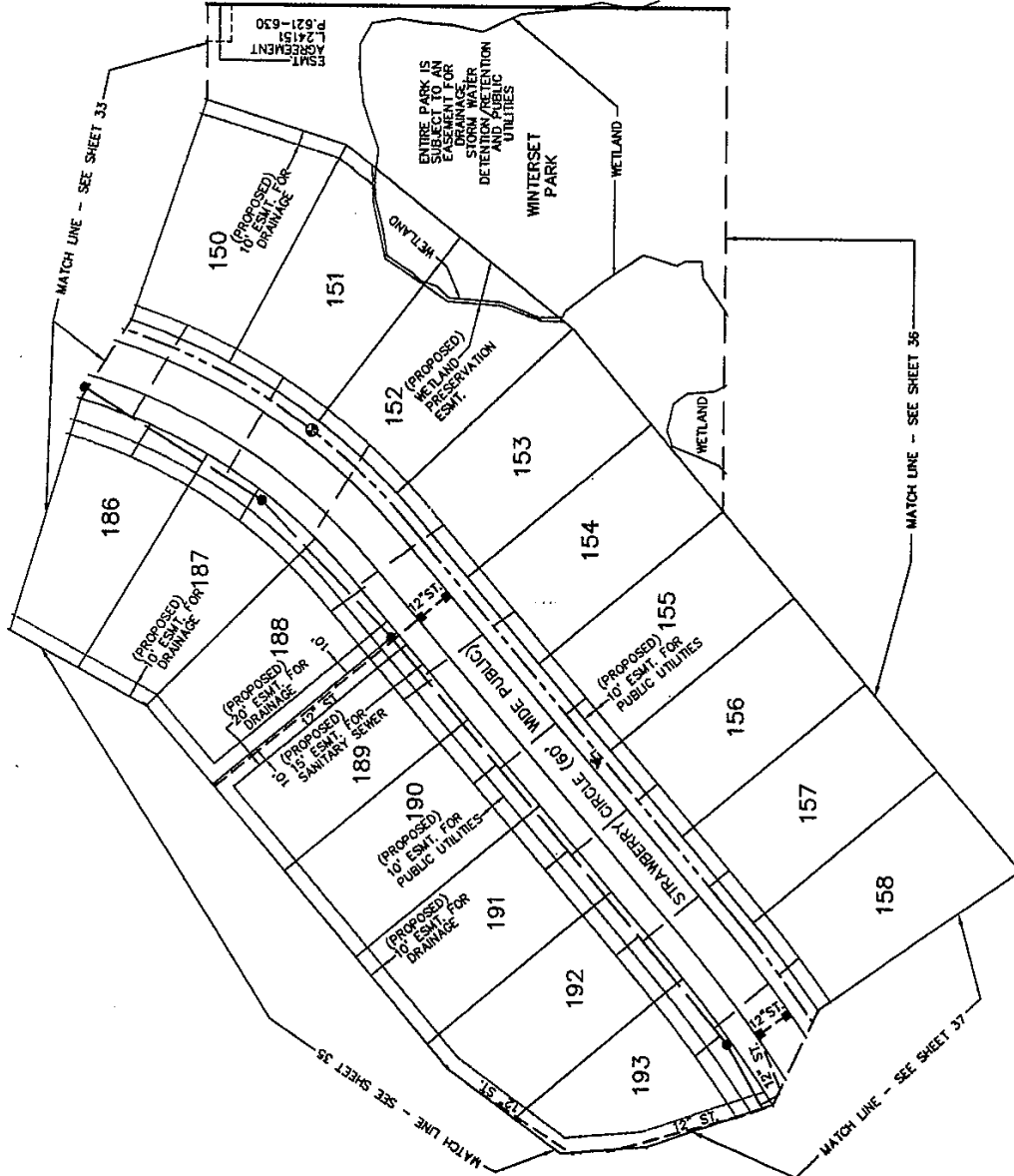
NOTES:

- UNIT 1 AND UNIT 54 MUST BE BUILT. UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 276 NEED NOT BE BUILT.
- THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.
- ALL ROADS MUST BE BUILT.
- ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT, AS DEPICTED, MUST BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.
- ALL WATER MAINS ARE 8" UNLESS OTHERWISE NOTED.
- ALL WATER LEADS ARE 1".
- ALL SANITARY SEWER ARE 8" UNLESS OTHERWISE NOTED.
- ALL SANITARY SEWER LEADS ARE 6".
- ALL STORM SEWER SIZES ARE AS NOTED.
- ALL STORM SEWER LEADS ARE 4".

LEGEND

UTILITY	SOURCE OF LOCATION
WATER MAIN LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
WATER GATE VALVE	SEIBER, KEAST AND ASSOCIATES, INC.
WATER MAIN	SEIBER, KEAST AND ASSOCIATES, INC.
SANITARY SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
6" SANITARY SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
STORM SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
4" STORM SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
STORM SEWER CATCH BASIN	SEIBER, KEAST AND ASSOCIATES, INC.
STORM SEWER END SECTION	SEIBER, KEAST AND ASSOCIATES, INC.
MAN, OR STM. SEWER MANHOLE	SEIBER, KEAST AND ASSOCIATES, INC.
GAS	CONSUMERS ENERGY
ELECTRICAL	DETROIT EDISON
TELEPHONE	AMERITECH
CABLE TELEVISION*	COMCAST

*WILL BE SHOWN ON AS-BUILT DRAWINGS.



PROPOSED DATE
NOVEMBER 8, 2004

THE HILLS OF BOGIE LAKE

UTILITY PLAN - UNITS 150-158, 186-193

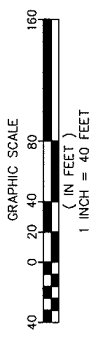
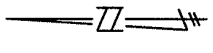


SEIBER, KEAST &
ASSOCIATES, INC.
CONSULTING ENGINEERS



Cliff John
REGISTERED PROFESSIONAL ENGINEER
NO. 31673
EXPIRES 12/31/04

SHEET
34
OF
42

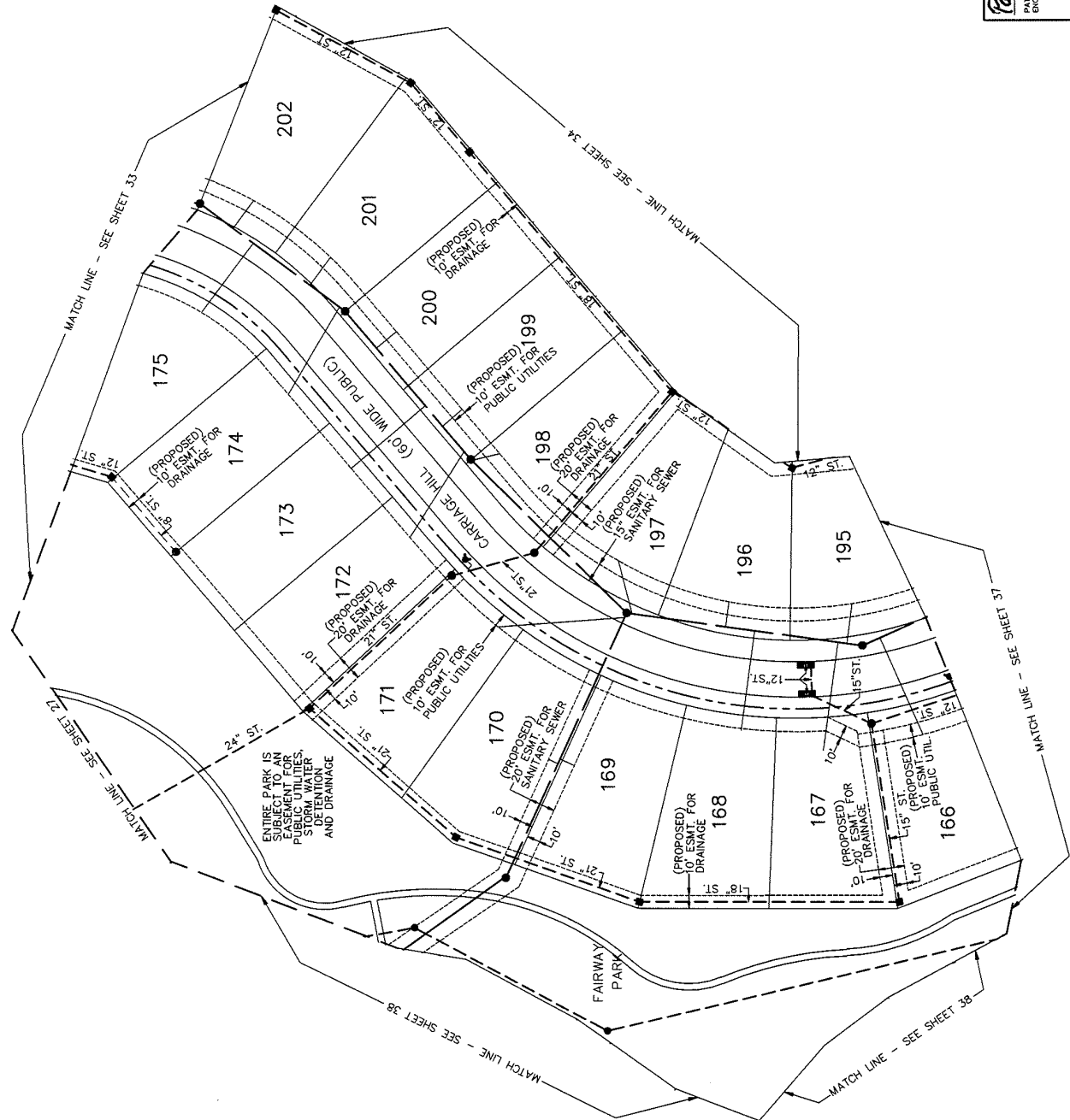


NOTES:

- UNIT 1 AND UNIT 54 MUST BE BUILT. UNITS 2 THROUGH 35 AND UNITS 35 THROUGH 276 NEED NOT BE BUILT.
- THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.
- ALL ROADS MUST BE BUILT.
- ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE CENTER CORNER OF EACH LOT MUST BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.
- ALL WATER MAINS ARE 8" UNLESS OTHERWISE NOTED.
- ALL WATER LEADS ARE 1".
- ALL SANITARY SEWER ARE 8" UNLESS OTHERWISE NOTED.
- ALL SANITARY SEWER LEADS ARE 6".
- ALL SANITARY SEWER SIZES ARE AS NOTED.
- ALL STORM SEWER SIZES ARE AS NOTED.
- ALL STORM SEWER LEADS ARE 4".

LEGEND	UTILITY	SOURCE OF LOCATION
---	WATER MAIN LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
---	WATER GATE VALVE	SEIBER, KEAST AND ASSOCIATES, INC.
●	HYDRANT	SEIBER, KEAST AND ASSOCIATES, INC.
---	SANITARY SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
---	6" SANITARY SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
---	STORM SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
---	4" STORM SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
---	STORM SEWER CATCH BASIN	SEIBER, KEAST AND ASSOCIATES, INC.
---	STORM SEWER END SECTION	SEIBER, KEAST AND ASSOCIATES, INC.
---	CAS* OR STM. SEWER MANHOLE	SEIBER, KEAST AND ASSOCIATES, INC.
---	ELECTRIC*	CONSUMERS ENERGY
---	TELEPHONE*	DETROIT EDISON
---	CABLE TELEVISION*	AMERITECH
---		COMCAST

*WILL BE SHOWN ON AS-BUILT DRAWINGS.



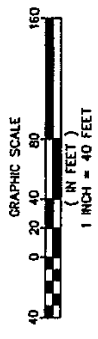
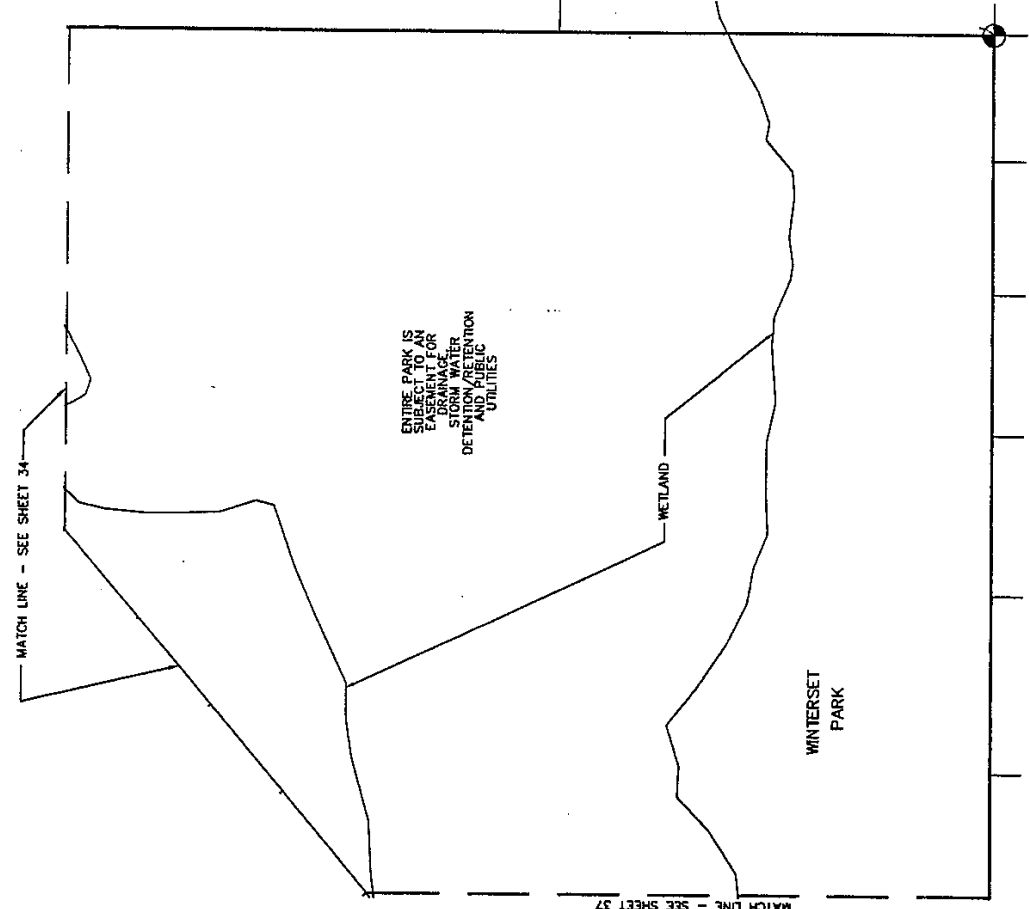
PROPOSED DATE
DECEMBER 10, 2013

THE HILLS OF BOGIE LAKE
UTILITY PLAN - UNITS 166-175, 195-202

FOR C.E. NO. 000000000
SHEET **35** OF **42**
SEIBER, KEAST ENGINEERING L.L.C.
CONSULTING ENGINEERS
7125 ORCHARD LAKE ROAD, SUITE 304, WEST BLOOMFIELD, MI 48322
PHONE: 248.621.7337

Patrick J. Keast
PATRICK J. KEAST
REGISTERED PROFESSIONAL ENGINEER
ENGINEER NO. 27580





NOTES:

UNIT 1 AND UNIT 54 MUST BE BUILT. UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 275 NEED NOT BE BUILT.

THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.

ALL ROADS MUST BE BUILT.

ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT, AS DEPICTED, MUST BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.

ALL WATER MAINS ARE 8" UNLESS OTHERWISE NOTED.

ALL WATER LEADS ARE 1".

ALL SANITARY SEWER ARE 8" UNLESS OTHERWISE NOTED.

ALL SANITARY SEWER LEADS ARE 6".

ALL STORM SEWER SIZES ARE AS NOTED.

ALL STORM SEWER LEADS ARE 4".

LEGEND	UTILITY	SOURCE OF LOCATION
—	UTILITY MAIN	SEIBER, KEAST AND ASSOCIATES, INC.
—	WATER MAIN	SEIBER, KEAST AND ASSOCIATES, INC.
—	WATER MAIN LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
—	HYDRANT	SEIBER, KEAST AND ASSOCIATES, INC.
—	WATER GATE VALVE	SEIBER, KEAST AND ASSOCIATES, INC.
—	SANITARY SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
—	6" SANITARY SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
—	STORM SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
—	4" STORM SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
—	STORM SEWER CATCH BASIN	SEIBER, KEAST AND ASSOCIATES, INC.
—	STORM SEWER END SECTION	SEIBER, KEAST AND ASSOCIATES, INC.
—	SAN. OR STIM. SEWER MANHOLE	SEIBER, KEAST AND ASSOCIATES, INC.
—	TELEPHONE	CONSUMERS ENERGY
—	TELEPHONE*	EDISON
—	CABLE TELEVISION*	AMERITECH
—		COMCAST

*WILL BE SHOWN ON AS-BUILT DRAWINGS.

PROPOSED DATE
NOVEMBER 8, 2004

THE HILLS OF BOGIE LAKE

UTILITY PLAN - PART OF WINTERSET PARK

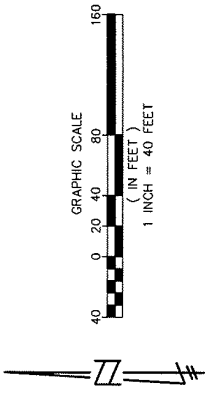
SEIBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS

REGISTERED PROFESSIONAL ENGINEER
STATE OF MINNESOTA
NO. 31872

PROJECT NO. 31872

SHEET 36 OF 42

4000 GRAND POND AVENUE, SUITE 100, WYOMING, MN 55092
PHONE: (763) 477-1800

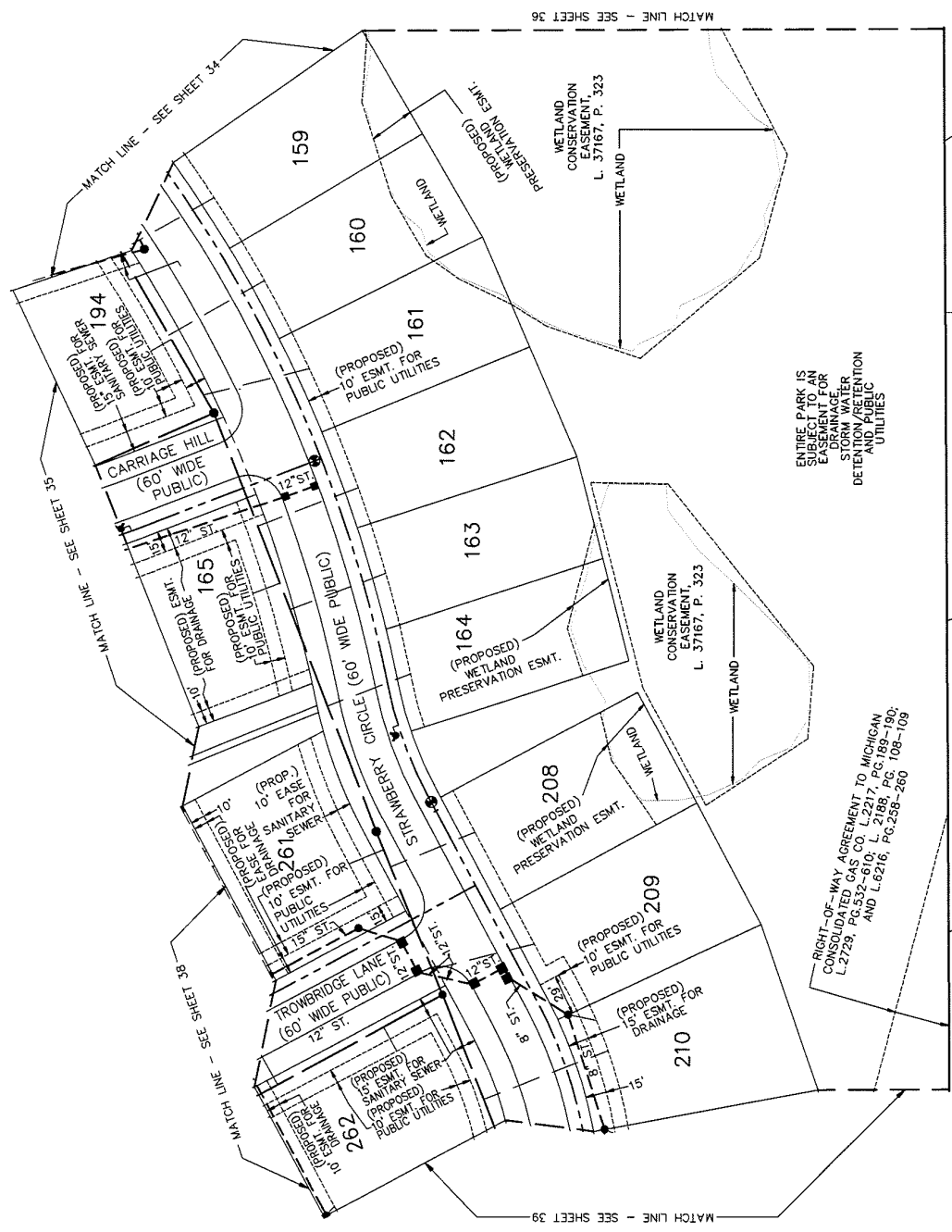


NOTES:

- UNIT 1 AND UNIT 54 MUST BE BUILT. UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 276 NEED NOT BE BUILT.
- THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.
- ALL ROADS MUST BE BUILT.
- ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT AS DEPICTED, MUST BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.
- ALL WATER MAINS ARE 8" UNLESS OTHERWISE NOTED.
- ALL WATER LEADS ARE 1".
- ALL SANITARY SEWER ARE 8" UNLESS OTHERWISE NOTED.
- ALL SANITARY SEWER LEADS ARE 6".
- ALL STORM SEWER SIZES ARE AS NOTED.
- ALL STORM SEWER LEADS ARE 4".

LEGEND	UTILITY	SOURCE OF LOCATION
---	WATER MAIN	SEIBER, KEAST AND ASSOCIATES, INC.
---	WATER MAIN LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
---	WATER GATE VALVE	SEIBER, KEAST AND ASSOCIATES, INC.
---	HYDRANT	SEIBER, KEAST AND ASSOCIATES, INC.
---	SANITARY SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
---	6" SANITARY SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
---	STORM SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
---	4" STORM SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
---	STORM SEWER END SECTION	SEIBER, KEAST AND ASSOCIATES, INC.
---	SAN. OR STM. SEWER MANHOLE	SEIBER, KEAST AND ASSOCIATES, INC.
---	GAS*	CONSUMERS ENERGY
---	ELECTRIC*	DETROIT EDISON
---	TELEPHONE*	AMERITECH
---	CABLE TELEVISION*	COMCAST

*WILL BE SHOWN ON AS-BUILT DRAWINGS.



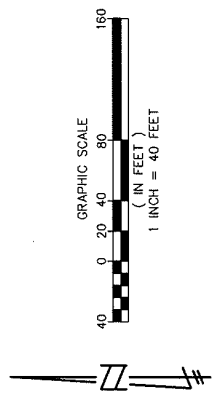
Patrick C. Keast
 PATRICK C. KEAST
 ENGINEER NO. 27580

PROPOSED DATE
 DECEMBER 10, 2013

THE HILLS OF BOGIE LAKE
 UTILITY PLAN - UNITS 159-165, 194, 208-210,
 261, 262

SEIBER, KEAST ENGINEERING L.L.C.
 CONSULTING ENGINEERS
 7125 ORCHARD LAKE ROAD, SUITE 100, BLOOMFIELD, MI 48302
 PHONE: 248.952.7337

DATE: 12-10-2013
 SHEET 37 OF 42

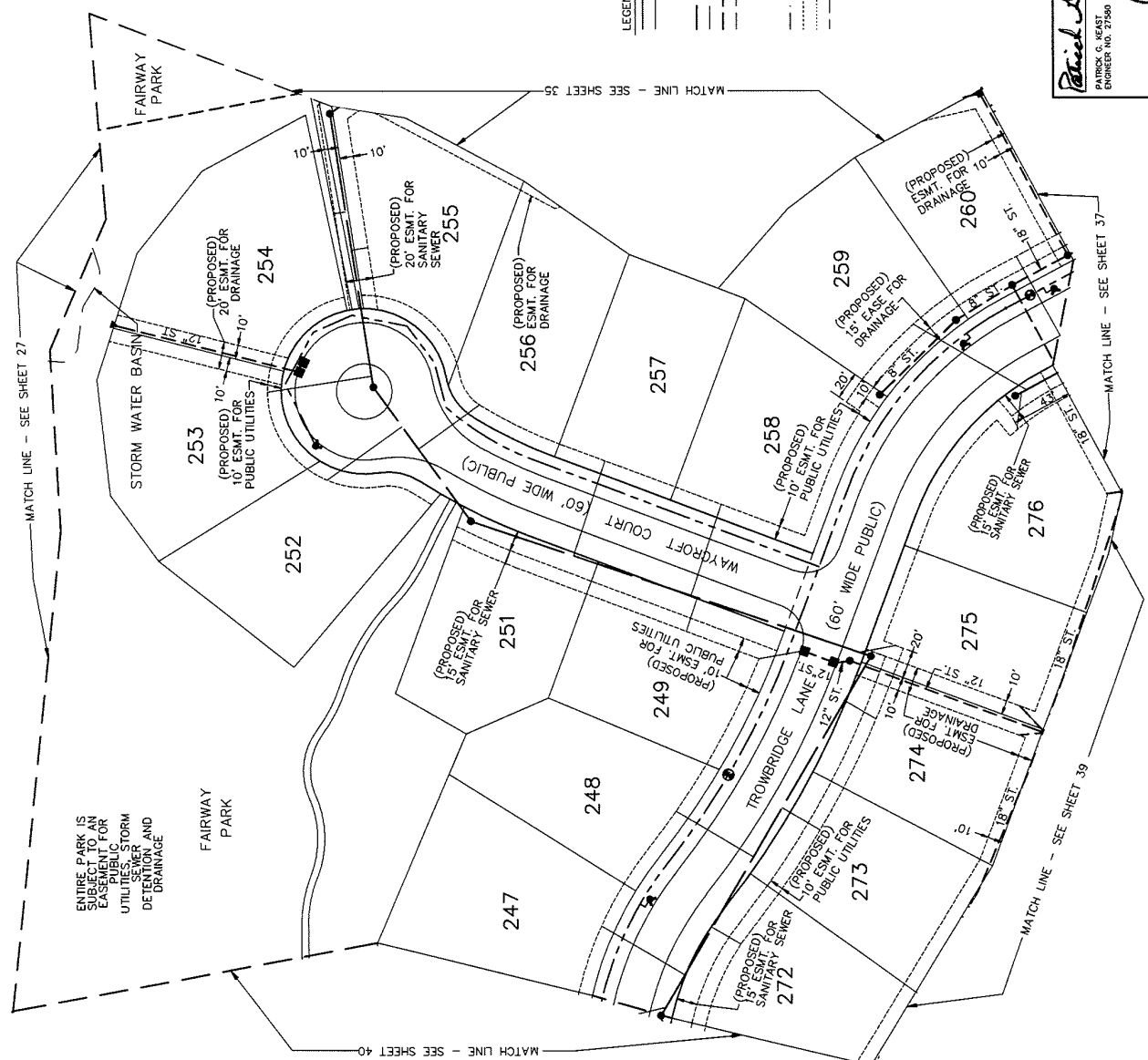


NOTES:

- UNIT 1 AND UNIT 54 MUST BE BUILT. UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 276 NEED NOT BE BUILT.
- THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.
- ALL ROADS MUST BE BUILT.
- ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT, AS DEPICTED, MUST BE BUILT; UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.
- ALL WATER MAINS ARE 8" UNLESS OTHERWISE NOTED.
- ALL WATER LEADS ARE 1".
- ALL SANITARY SEWER ARE 8" UNLESS OTHERWISE NOTED.
- ALL SANITARY SEWER LEADS ARE 6".
- ALL STORM SEWER SIZES ARE AS NOTED.
- ALL STORM SEWER LEADS ARE 4".

UTILITY	SOURCE OF LOCATION
WATER MAIN	SEIBER, KEAST AND ASSOCIATES, INC.
WATER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
WATER GATE VALVE	SEIBER, KEAST AND ASSOCIATES, INC.
HYDRANT	SEIBER, KEAST AND ASSOCIATES, INC.
SANITARY SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
6" SANITARY SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
STORM SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
4" STORM SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
STORM SEWER CATCH BASIN	SEIBER, KEAST AND ASSOCIATES, INC.
STORM SEWER END SECTION	SEIBER, KEAST AND ASSOCIATES, INC.
SAN. OR STM. SEWER MANHOLE	SEIBER, KEAST AND ASSOCIATES, INC.
GAS*	CONSUMERS ENERGY
ELECTRIC**	DETROIT EDISON
TELEPHONE**	DETROIT EDISON
CABLE TELEVISION*	COMCAST

*WILL BE SHOWN ON AS-BUILT DRAWINGS



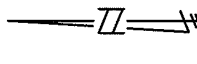
Patrick A. Keast
 PATRICK G. KEAST
 ENGINEER No. 27560

SEIBER, KEAST ENGINEERING L.L.C.
 7125 ORCHARD LAKE ROAD • SUITE 304 • WEST BLOOMFIELD, MI 48322
 PHONE: 248.862.7357

THE HILLS OF BOGIE LAKE
 UTILITY PLAN - UNITS 247-260, 272-276

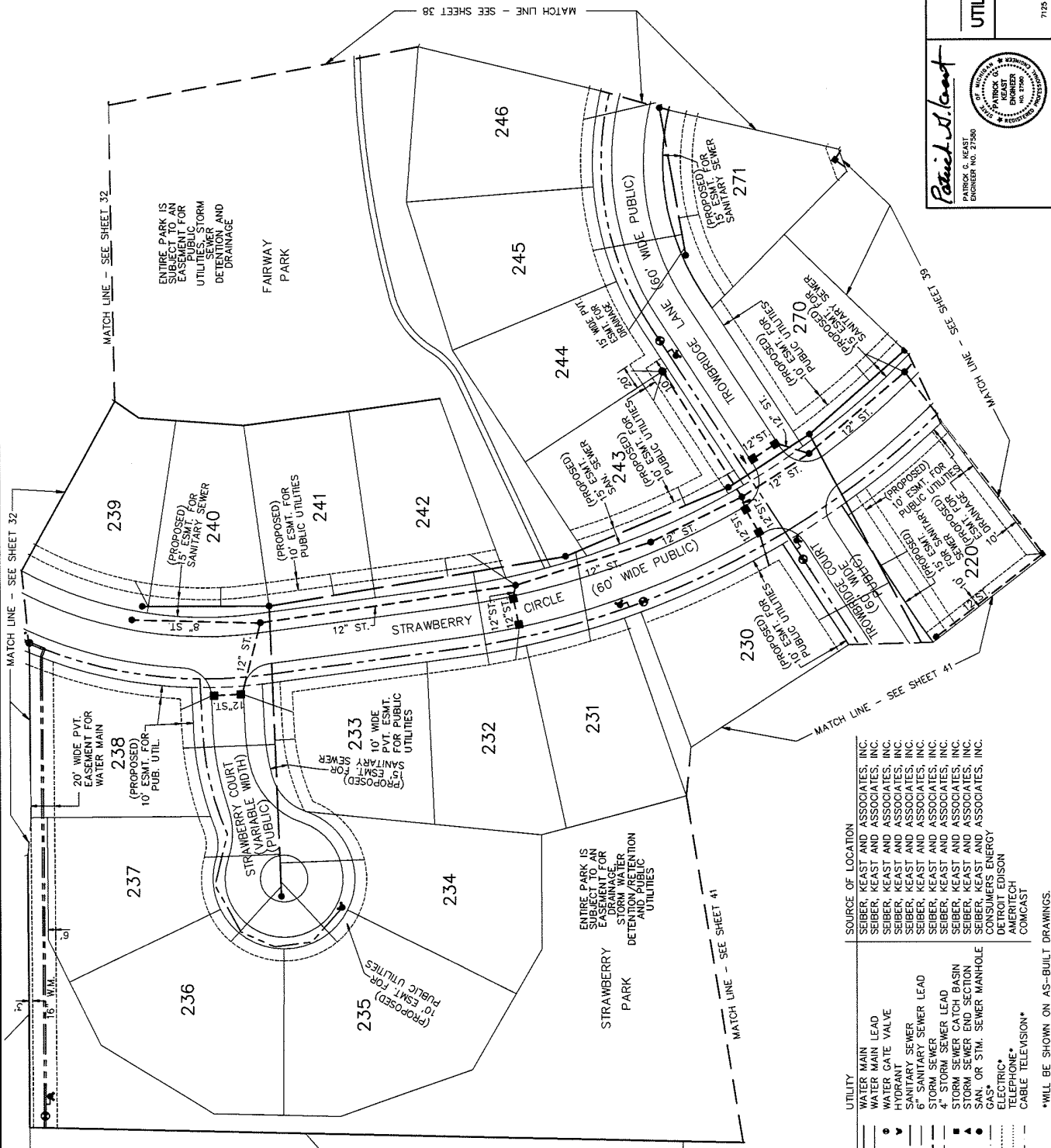
PROPOSED DATE
 DECEMBER 10, 2013

DATE REVISION SHEET
 38 OF 42



NOTES:

- UNIT 1 AND UNIT 54 MUST BE BUILT. UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 276 NEED NOT BE BUILT.
- THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.
- ALL ROADS MUST BE BUILT.
- ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENTS, AS DEPICTED, MUST BE BUILT. UTILITY MAINS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.
- ALL WATER MAINS ARE 8" UNLESS OTHERWISE NOTED.
- ALL WATER LEADS ARE 1".
- ALL SANITARY SEWER ARE 8" UNLESS OTHERWISE NOTED.
- ALL SANITARY SEWER LEADS ARE 6".
- ALL STORM SEWER SIZES ARE AS NOTED.
- ALL STORM SEWER LEADS ARE 4".



LEGEND	UTILITY	SOURCE OF LOCATION
—	WATER MAIN LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
—	WATER MAIN	SEIBER, KEAST AND ASSOCIATES, INC.
—	WATER GATE VALVE	SEIBER, KEAST AND ASSOCIATES, INC.
—	SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
—	SANITARY SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
—	6" SANITARY SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
—	STORM SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
—	4" STORM SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
—	STORM SEWER CATCH BASIN	SEIBER, KEAST AND ASSOCIATES, INC.
—	STORM SEWER END SECTION	SEIBER, KEAST AND ASSOCIATES, INC.
—	SAN. OR STM. SEWER MANHOLE	SEIBER, KEAST AND ASSOCIATES, INC.
—	GAS*	CONSUMERS ENERGY
—	ELECTRIC*	DETROIT EDISON
—	TELEPHONE*	AMERITECH
—	CABLE TELEVISION*	COMCAST

*WILL BE SHOWN ON AS-BUILT DRAWINGS.

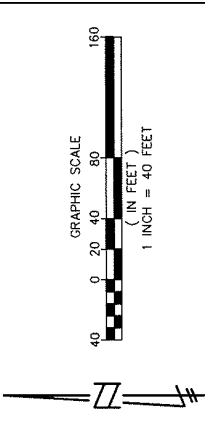
Patrick J. Keast
 PARRICK & KEAST
 ENGINEER NO. 27386

THE HILLS OF BOGIE LAKE
 UTILITY PLAN - UNITS 230-246, 220, 270, 271

PROPOSED DATE
 DECEMBER 10, 2013

SEIBER, KEAST
 ENGINEERING L.L.C.
 7125 ORCHARD LAKE ROAD, SUITE 304, WEST BLOOMFIELD, MI 48322
 PHONE: 248.862.7357

40 OF 42 SHEETS



NOTES:

UNIT 1 AND UNIT 54 MUST BE BUILT. UNITS 2 THROUGH 53 AND UNITS 55 THROUGH 276 NEED NOT BE BUILT.

THE CLUB HOUSE, POOL, HOCKEY RINK AND PLAYGROUND AREAS NEED NOT BE BUILT.

ALL ROADS MUST BE BUILT.

ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT, AS DEPICTED, MUST BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT.

ALL WATER MAINS ARE 8" UNLESS OTHERWISE NOTED.

ALL WATER LEADS ARE 1".

ALL SANITARY SEWER ARE 8" UNLESS OTHERWISE NOTED.

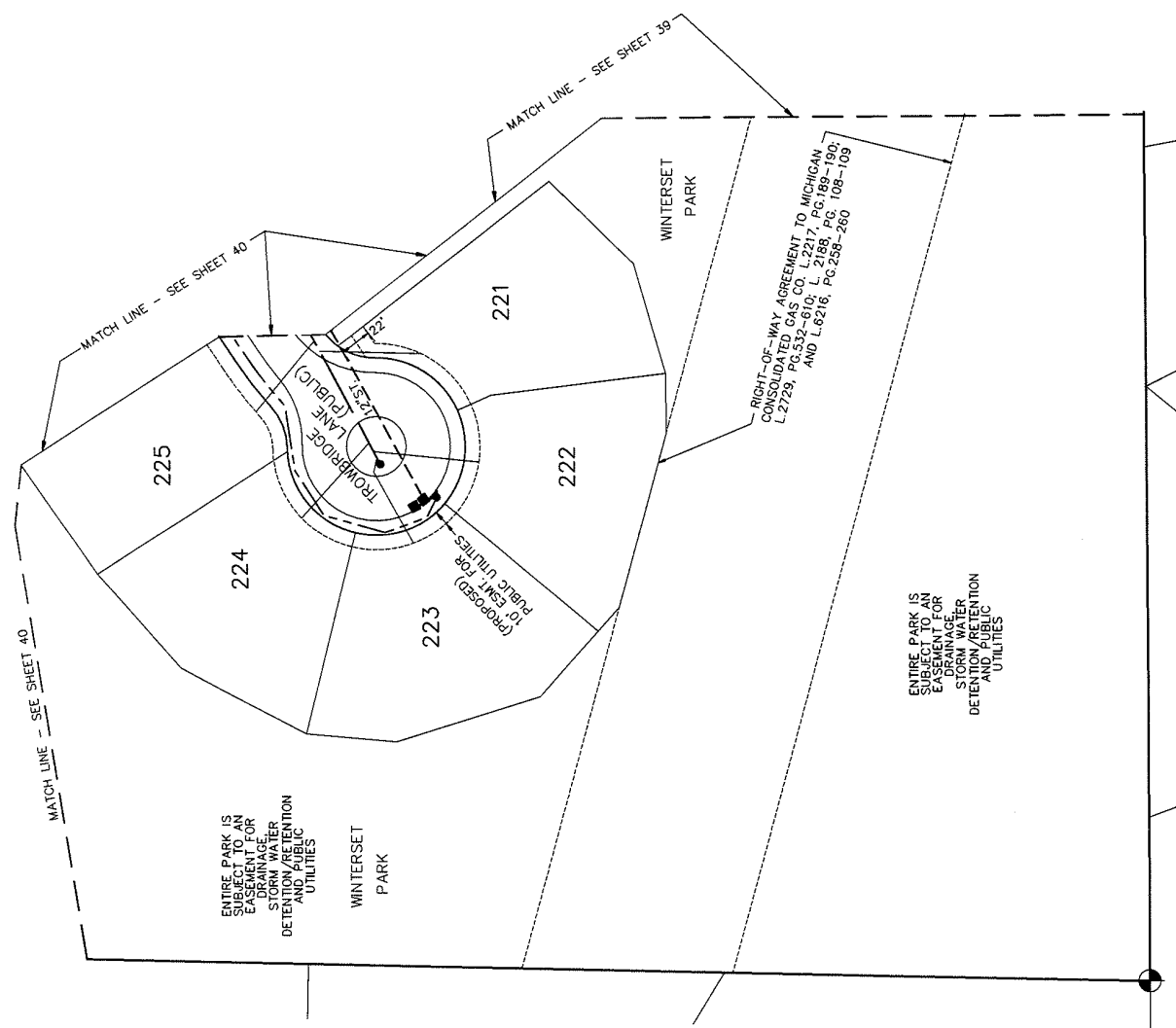
ALL SANITARY SEWER LEADS ARE 6".

ALL STORM SEWER SIZES ARE AS NOTED.

ALL STORM SEWER LEADS ARE 4".

LEGEND	UTILITY	SOURCE OF LOCATION
---	WATER MAIN	SEBER, KEAST AND ASSOCIATES, INC.
---	WATER MAIN LEAD	SEBER, KEAST AND ASSOCIATES, INC.
---	WATER GATE VALVE	SEBER, KEAST AND ASSOCIATES, INC.
●	HYDRANT	SEBER, KEAST AND ASSOCIATES, INC.
---	SANITARY SEWER	SEBER, KEAST AND ASSOCIATES, INC.
---	6" SANITARY SEWER LEAD	SEBER, KEAST AND ASSOCIATES, INC.
---	STORM SEWER	SEBER, KEAST AND ASSOCIATES, INC.
---	4" STORM SEWER LEAD	SEBER, KEAST AND ASSOCIATES, INC.
---	STORM SEWER CATCH BASIN	SEBER, KEAST AND ASSOCIATES, INC.
---	STORM SEWER END SECTION	SEBER, KEAST AND ASSOCIATES, INC.
---	STORM OR STM. SEWER MANHOLE	SEBER, KEAST AND ASSOCIATES, INC.
---	CABLE TELEVISION*	DETROIT EDISON
---	TELEPHONE*	AMERITECH
---	CABLE TELEVISION*	COMCAST

*WILL BE SHOWN ON AS-BUILT DRAWINGS.



PROPOSED DATE
DECEMBER 10, 2013

THE HILLS OF BOGIE LAKE

UTILITY PLAN - UNITS 221-229

SEBER, KEAST ENGINEERING L.L.C.
CONSULTING ENGINEERS

7125 ORCHARD LAKE ROAD, SUITE 304, WEST BLOOMFIELD, MI 48322
PHONE: 248-547-1351

PROJECT NO. 2013-001

SHEET 41 OF 42

Patrick J. Keast
REGISTERED PROFESSIONAL ENGINEER NO. 27540

STATE OF MICHIGAN
PATRICK J. KEAST
REGISTERED PROFESSIONAL ENGINEER
NO. 27540

UNIT NO.	AREA (SQ. FT.)
1.	11,625
2.	12,444
3.	11,572
4.	13,253
5.	13,175
6.	14,062
7.	14,060
8.	13,499
9.	13,660
10.	13,807
11.	13,848
12.	11,791
13.	11,625
14.	11,717
15.	13,064
16.	12,130
17.	12,216
18.	11,897
19.	13,456
20.	11,377
21.	14,116
22.	10,907
23.	12,112
24.	12,685
25.	11,398
26.	11,100
27.	14,574
28.	14,712
29.	14,425
30.	14,864
31.	14,430
32.	16,745
33.	16,949
34.	17,087
35.	16,819
36.	17,263
37.	15,378
38.	15,610
39.	16,937
40.	13,687
41.	14,837
42.	15,938
43.	15,761
44.	15,331
45.	14,400
46.	14,391
47.	13,730
48.	13,286
49.	13,681
50.	14,894

UNIT NO.	AREA (SQ. FT.)
51.	20,740
52.	19,583
53.	18,417
54.	19,050
55.	14,357
56.	14,351
57.	16,061
58.	21,098
59.	18,125
60.	14,787
61.	14,931
62.	14,584
63.	15,274
64.	15,468
65.	14,374
66.	13,140
67.	16,363
68.	15,812
69.	16,258
70.	15,505
71.	15,331
72.	14,829
73.	14,980
74.	15,789
75.	12,000
76.	12,488
77.	12,209
78.	11,824
79.	13,139
80.	14,589
81.	12,811
82.	12,532
83.	11,911
84.	13,792
85.	10,564
86.	10,522
87.	13,807
88.	11,249
89.	10,718
90.	10,582
91.	11,299
92.	13,735
93.	10,504
94.	10,500
95.	10,576
96.	10,752
97.	10,500
98.	10,445
99.	10,711
100.	12,428

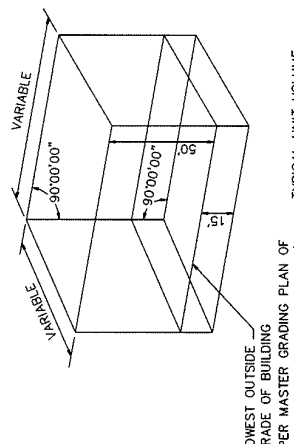
UNIT NO.	AREA (SQ. FT.)
101.	15,269
102.	16,785
103.	16,846
104.	15,562
105.	16,042
106.	14,003
107.	14,253
108.	14,400
109.	14,807
110.	22,910
111.	21,498
112.	23,027
113.	14,660
114.	13,950
115.	14,098
116.	14,192
117.	13,630
118.	13,987
119.	13,950
120.	13,950
121.	14,307
122.	14,254
123.	13,525
124.	14,023
125.	13,729
126.	14,100
127.	14,797
128.	13,907
129.	14,400
130.	14,400
131.	12,800
132.	14,937
133.	14,855
134.	13,951
135.	14,103
136.	13,374
137.	15,400
138.	14,190
139.	13,731
140.	15,699
141.	12,267
142.	11,969
143.	12,382
144.	12,246
145.	11,625
146.	11,625
147.	11,625
148.	13,101
149.	13,207
150.	13,344

UNIT NO.	AREA (SQ. FT.)
151.	13,317
152.	13,127
153.	12,494
154.	12,000
155.	12,000
156.	12,000
157.	12,000
158.	12,931
159.	12,810
160.	12,781
161.	12,725
162.	12,851
163.	12,271
164.	12,301
165.	13,219
166.	12,330
167.	12,503
168.	12,918
169.	13,612
170.	14,084
171.	13,602
172.	12,413
173.	12,000
174.	12,000
175.	11,420
176.	11,880
177.	12,733
178.	13,500
179.	13,133
180.	12,670
181.	11,937
182.	13,160
183.	11,283
184.	11,509
185.	11,529
186.	11,724
187.	11,663
188.	12,124
189.	15,249
190.	12,000
191.	12,000
192.	11,672
193.	10,354
194.	12,863
195.	10,446
196.	11,411
197.	12,096
198.	11,988
199.	12,000
200.	12,000

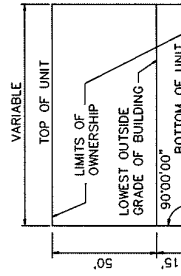
UNIT NO.	AREA (SQ. FT.)
201.	14,396
202.	15,065
203.	12,222
204.	11,678
205.	15,638
206.	10,581
207.	13,666
208.	14,400
209.	14,884
210.	16,619
211.	16,785
212.	16,548
213.	14,409
214.	15,195
215.	15,982
216.	16,375
217.	15,208
218.	15,077
219.	15,228
220.	15,836
221.	18,330
222.	16,992
223.	19,678
224.	17,663
225.	14,338
230.	16,018
231.	15,271
232.	14,805
233.	16,646
234.	18,241
235.	23,206
236.	21,133
237.	15,846
238.	16,937
239.	13,650
240.	13,262
241.	14,400
242.	15,249
243.	15,908
244.	14,498
245.	16,250
246.	16,785
247.	16,744
248.	14,594
249.	15,217

UNIT NO.	AREA (SQ. FT.)
251.	14,531
252.	14,860
253.	16,919
254.	18,835
255.	15,638
256.	14,704
257.	14,077
258.	15,927
259.	15,397
260.	13,371
261.	14,909
262.	16,057
263.	14,741
264.	12,600
265.	12,600
266.	12,684
267.	12,981
268.	13,133
269.	12,287
270.	14,850
271.	15,149
272.	13,642
273.	14,044
274.	13,614
275.	12,600
276.	16,850

NOTE: THE TOP AND BOTTOM LIMITS OF OWNERSHIP ARE PERPENDICULAR TO THE VERTICAL LIMITS.



TYPICAL UNIT CROSS SECTION



TYPICAL UNIT CROSS SECTION

PROPOSED DATE
DECEMBER 10, 2013

THE HILLS OF BOGIE LAKE
AREA AND VOLUME DATA

SEIBER, KEAST
ENGINEERING L.L.C.
CONSULTING ENGINEERS
7125 ORCHARD LAKE ROAD, SUITE 304, WEST BLOOMFIELD, MI 48322
PHONE: 248.947.5597

PATRICK G. KEAST
REGISTERED PROFESSIONAL ENGINEER
NO. 27569
STATE OF MICHIGAN

Patrick G. Keast
PATRICK G. KEAST
REGISTERED PROFESSIONAL ENGINEER
NO. 27569
STATE OF MICHIGAN

SEIBER, KEAST
ENGINEERING L.L.C.
CONSULTING ENGINEERS
7125 ORCHARD LAKE ROAD, SUITE 304, WEST BLOOMFIELD, MI 48322
PHONE: 248.947.5597

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REGISTERED PROFESSIONAL ENGINEER
NO. 27569
STATE OF MICHIGAN

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ENGINEERING L.L.C.
CONSULTING ENGINEERS
7125 ORCHARD LAKE ROAD, SUITE 304, WEST BLOOMFIELD, MI 48322
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STATE OF MICHIGAN