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MASTER DEED

STONE MEADOW LIBER 6139 PAGE 565-622

(Act 59 of the Public Act of 1978 as amended)

This Master Deed made and executed this 7TH day of MARCH, 1996, by PARK COMMONS, L.L.C., a Michigan limited liability company, hereinafter sometimes referred to as the "Developer" whose address is 60 Haltiner St., River Rouge, Michigan 48218 and pursuant to the provisions of Act 59 of the Public Acts of 1978 as amended, and Act 538 of the Public Acts of 1982, as amended, hereinafter referred to as the "Act".

W I T N E S S E T H:

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish STONE MEADOW as a Condominium Project under the Act and declares that STONE MEADOW (hereinafter referred to as "The Condominium Project") shall after establishment be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved or in any other manner utilized subject to the provisions of the Act and to the covenants, restrictions, conditions, uses, limitation and affirmative obligations set forth in this Master Deed together with Exhibits "A" and "B" hereto, all of which shall be deemed to run with the land and shall be a burden and of benefit to the Developer, its successors and assigns, and any person acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns in furtherance of the establishment of the said "Condominium Project", it is hereby provided as follows:

STATE OF MICHIGAN
OAKLAND COUNTY
RECORDED COPY

29 MAR 96 2:24 P.M.

LYNN D. ALLEN
STONE/REMBRANDT DEEDS

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as STONE MEADOW Oakland County Condominium Subdivision Plan No. 969. The architectural plans for the Project were approved in accordance with the requirements of the Charter Township of Independence, Oakland County Michigan. The Condominium Project is established in accordance with the Act. The units contained in the Condominium, including the number, boundaries, dimensions and area of each unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each unit is capable of individual utilization on account of having its own entrance from and exit to a common element of the Condominium Project. Each co-owner in the Condominium Project shall have an exclusive right to his unit and shall have undivided and inseparable rights to share with other co-owners the common elements of the Condominium Project.

ARTICLE II

LEGAL DESCRIPTION

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

> Land in part of the southwest 1/4 of Section 25, T.4N., R.9E., Independence Township, Oakland County, Michigan, more particularly described as commencing at the south 1/4 corner of said Section 25, said corner recently monumented as part of the Oakland County Land Corner Remonumentation Program; thence proceeding along the south line of Section 25 and Centerline of Maybee Road, south 88°13'36" west 1994.13 feet, to the southwest corner of the east 3/4 of the SW 1/4 of said Section 25; thence along the west line of the east 3/4 of the SW 1/4 of Section 25, north 01°59'13" west 43.00 feet, to a point on the newly described ROW line of Maybee Road, and the point of beginning of STONE MEADOW; thence continuing along the west line of the east 3/4 of the SW 1/4 of Section 25, north 01°59'13" west 1064.60 feet, to a point on the south line of the north 1550 feet of the SW 1/4 of Section 25; thence along the south line of the north 1550 feet of the SW 1/4 of Section 25, north 88°03'20" east 1944.79 feet, to a point on the newly described ROW line of Maybee Road; thence along the newly described ROW line of Maybee Road, 43 feet westerly of and parallel to the north and south 1/4 line of Section 25, south 02°18'44" east 558.66 feet, to a point of curvature; thence continuing along the newly described ROW line of Maybee Road, southwesterly 801.16 feet along the arc of a 507 ft. radius curve to the right (concave to the Northwest), central angle of 90°32'20" with chord bearing and distance of south 42°57'26" west 720.37 feet, to a point of tangency on the newly described ROW line of Maybee Road; thence along the newly described ROW line of Maybee Road, 43 feet northerly of and parallel to the south line of Section 25, south 88°13'36" west 1439.09 feet, back to the point of beginning. Containing 46.4405 acres of land, together with the rights of ingress and egress, and access to connect to utilities and drainage facilities in the newly described Maybee Road ROW. Also subject to and together with any easements, restrictions or reservations affecting title to this described parcel.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as by way of example and not by way of limitation, the Articles of Incorporation and Corporation Bylaws and Rules and Regulations of the STONE MEADOW ASSOCIATION, a Michigan non-profit corporation, deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of or transfer of interest in STONE MEADOW as a condominium.

Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

1. The "Act" means Act 59 of the Public Acts of 1978, as amended and Act 538 of the Public Acts of 1982, as amended.

2. "Association of Co-Owners" shall mean the non-profit corporation organized under the Michigan Law of which all co-owners shall be members, which corporation shall administer, operate, manage and maintain the condominium. Any actions 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.

   The Association is the person designated in the Condominium Documents to administer the Condominium Project.

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

4. "Unit" or "Condominium Unit" each mean a single unit in STONE MEADOW as the same is described in Article V, Section 1 hereof and on Exhibit "B" hereto and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium documents, constitute common elements. The Developer does not intend to and is not obligated to install any structures whatsoever within the Units or their appurtenant limited common elements.

5. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Corporation Bylaws and Rules and Regulations, if any, of the Association.

6. "Condominium", "Condominium Project" or "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenant belonging to STONE MEADOW as described above.

7. "Condominium Subdivision Plan" means Exhibit "B" hereto.

8. "Consolidating Master Deed" means the final Amended Master Deed which shall describe STONE MEADOW as a completed condominium project and shall reflect the entire land area in the Condominium Project resulting from parcels that may have been withdrawn from and/or added to the Condominium from time to time under Article VII hereof. Such Consolidating Master Deed, if and when recorded in the Office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit "B" to this Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a Certificate in the Office of the Oakland County Register of Deeds

confirming that the Units and Common Elements "As Built" are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded.

9. **"Construction and Sales Period".** For purposes of the condominium documents and the rights reserved to the Developer thereunder means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit in the Condominium Project which it offers for sale or as long as there remains any residence to be constructed in the Condominium Project, whichever last occurs.

10. **"Developer"** means PARK COMMONS, L.L.C., a Michigan limited liability company, which has made and executed this Master Deed and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however, and wherever such terms are used in the condominium documents.

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

12. **"First Annual Meeting"** means the initial meeting at which non-developer co-owners are permitted to vote for the election of all directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after fifty (50%) percent of the units which may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first unit conveyance, or (ii) 120 days after seventy-five (75%) percent of all units which may be created are sold, whichever first occurs.

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

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

ARTICLE IV

COMMON ELEMENTS

The common elements of the project described in Exhibit "B" attached hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

1. The General Common Elements are:

   A. **Land.** The land described in Article II hereof, other than portions thereof identified as Units.

   B. **Electrical.** The electrical transmission mains throughout the Project up to the point of lateral connection for unit service, together with common lighting for the Project, if any is installed.

C. **Telephone.** The telephone system throughout the Project up to the ancillary connection for unit service.

D. **Gas.** The gas distribution mains throughout the project up to the point of lateral connection for unit service.

E. **Water.** The water distribution system throughout the project up to the point of lateral connection for unit service, including sprinkling system fixtures, connections and controls, if any, in the General Common Element areas, specifically including the community well which shall be utilized as the source of water for the water distribution system.

F. **Sanitary Sewer.** The sanitary sewer system throughout the project up to the point of lateral connection for unit service.

G. **Storm Sewer System.** The storm sewer mains, leads and catch basins throughout the Project as depicted on the Condominium Subdivision Plan together with the detention area depicted as such on the Condominium Subdivision Plans.

H. **Telecommunications.** The telecommunications system, if and when it may be installed, including any security system up to the point of the ancillary connection for unit service.

I. **Roadways.** The collector roadways which provide access to the units and cul-de-sacs within the Condominium. Following dedication of the roadways by the Developer to the Oakland County Road Commission, the roadways shall become public roadways and will cease to be General Common Elements.

J. **Safety Paths.** Those areas designated on Exhibit B as Safety Paths.

K. **Sidewalks.** All sidewalks located within the right of way.

L. **Wetlands.** The wetlands and open areas designated as Park Commons designated as General Common Elements in Exhibit B to this Master Deed.

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

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

2. There are no Limited Common Elements.

3. <u>Responsibilities</u>. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

A. Co-Owner Responsibility for Units. It is anticipated that separate residential dwellings will be constructed within the units depicted on Exhibit "B" hereto. Except as otherwise expressly provided, the responsibility for and the costs of maintenance, decoration, repair and replacement of any dwelling and appurtenance of each dwelling shall be borne by the co-owner of the unit which is served thereby. Likewise, it shall be the responsibility of each co-owner to be responsible for installation and maintenance of lawn and other landscaping materials which he installs within his extended yard area lying within the road right of way designated as such on the Condominium Subdivision Plan.

B. Association Responsibility for Units Under Certain Circumstances. The Association shall not be responsible for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the Condominium Units. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association acting through its Board of Directors may undertake such other regularly occurring reasonably uniform periodic exterior maintenance functions with respect to unit improvements, including dwellings constructed within any unit boundaries as it may deem appropriate (including without limitation, lawn mowing, snow removal, tree trimming and exterior painting). Nothing herein contained however shall compel the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer in the initial maintenance budget for the Association shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

C. General Common Elements. The cost of maintenance, repair and replacement of all general common elements shall be borne by the Association subject to any provision of the Condominium documents expressly to the contrary.

The Developer, throughout the Construction and Sales Period, and the Association, thereafter, shall have the authority and responsibility, at its expense, to operate, maintain, repair, manage and improve the common areas on the Condominium Premises, including but not limited to, all landscaping within such areas, and to preserve and maintain all drainage, detention and retention facilities so as to ensure that the same continue to function as intended, and to preserve and maintain all wetlands and water courses on the property. The Developer/Association shall establish a regular and systematic program of maintenance for the common areas, drainage, detention and retention facilities to ensure that the physical condition and intended function of such areas and facilities shall be perpetually preserved and maintained. The Developer/Association shall also establish a regular program and/or plan to ensure the maintenance of all wetlands and water courses on the Condominium Premises.

In the event that the Developer/Association shall at any time fail to carry out the responsibilities specified in the foregoing paragraph, and/or in the event of a failure to preserve or maintain such areas or facilities in reasonable order and condition, the Charter Township of Independence may serve written notice upon the Developer/Association setting forth the deficiencies in main-

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

4. Use of Units and Common Elements. No co-owner shall use his unit or the common elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other co-owner in the use and enjoyment of his unit or the common elements.

5. Landscape Buffer. A landscape buffer has been established around the perimeter of the Condominium Premises. Maintenance of the landscape buffer shall be the responsibility of the Association. No Condominium Co-Owner shall interfere in any way with the preservation or integrity of the landscape buffer. Maintenance of the landscape buffer shall be the sole responsibility of the Association. The landscape buffer may be supplemented but may not be diminished. The provisions of paragraph 3(C) applicable to General Common Elements and concerning the maintenance obligations of the Association and the rights of the Township as therein set forth shall apply to the landscape buffer.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

1. Description of Units. Each unit in the condominium project is described in this paragraph with reference to the Condomin-

ium Subdivision Plan of STONE MEADOW as surveyed by RAYMOND J. DONNELLY & ASSOCIATES, INC. and attached hereto as Exhibit "B". Each unit shall consist of the area contained within the unit boundaries as shown in Exhibit "B" hereto and delineated with heavy outlines, together with all appurtenances thereto.

2. Percentage of Value. The percentage of value assigned to each unit in STONE MEADOW shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each unit in the Project and concluding that there are not material differences among the units insofar as the allocation of percentages of value is concerned. The percentage of value, assigned to each unit shall be determinative of each co-owner's respective share of the common elements of the Condominium Project, the proportionate share of each respective co-owner in the proceeds and the, expenses of administration and the value of such co-owner's votes at meetings of the Association. The total value of the Project is 100%.

ARTICLE VI

SUBDIVISION CONSOLIDATION AND OTHER MODIFICATION OF UNITS

There shall be no modification of the Site Condominium Units, and all other Condominium Units shall at all times comply with the Morgan Lake Planned Residential Development requirements as set forth in the Supplemental Concept Development Plan Map and Text, Supplemental Permit Conditions, Supplemental Development Agreement and Supplemental Conservation Easements for the Morgan Lake PRD, as the same may be amended or supplemented from time to time, as well as the requirements set forth in the Independence Township Zoning Ordinance, as amended.

1. BY THE DEVELOPER

The Developer reserves the sole right during the Construction and Sales Period and without the consent of any other co-owner or any mortgagee of any unit to take the following action:

A. Consolidate Units; Relocate Units. To consolidate under single ownership two or more units which are located adjacent to one another and relocate any boundaries between adjoining units. Such consolidation of units and relocation of boundaries of units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns and subject to prior approval of the Charter Township of Independence.

B. Amend to Effectuate Modifications. Any amendments or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the unit or units resulting from such consolidation or relocation of boundaries shall be separately identified by number when appropriate, and the percentage of value as set forth in Article V hereof for the unit or units consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new condominium units in order to preserve a total value of 100% for the entire project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the project. Such

amendment or amendments to the Master Deed shall also contain such further definitions of common elements as may be necessary to adequately describe the buildings and units in the condominium project as so modified. All of the co-owners and mortgagees of units and other persons interested or to become interested in the project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney 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 an entire Master Deed or the exhibits hereto.

2. BY CO-OWNERS

One or more co-owners may undertake consolidation of units or relocation of boundaries. Co-owners of adjoining units may, subject to the prior approval by the Charter Township of Independence, relocate boundaries between their units or eliminate boundaries between two or more units upon written request to the Association in accordance with Section 48 of the Act.

Upon receipt of such request, the President of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries identifying the units involved, reallocating percentages of value and providing for conveyancing between or among the co-owners involved in relocation of the boundaries. The co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Oakland County Register of Deeds.

ARTICLE VII

WETLANDS

Wetlands and Natural Feature Setback Areas within the Condominium Property shall at all times be preserved and maintained in full compliance with the Condominium Documents, the Independence Township Wetlands Ordinance, the Natural Feature Setback Ordinance, the Zoning Ordinance, as amended, the Supplemental Conservation Easement and all applicable state and federal laws.

Sites 12, 14, 15, 32 and 42 contain Natural Feature Setback Areas. Sites 1 through 4, inclusive, 6 through 8, inclusive, 13, 30, 31, 33, 34, 40, 41, 43 through 45, inclusive, 75 and 76 contain both Wetlands and Natural Feature Setback Areas. Use of, and construction of single family residences on, those sites is subject to the provisions of the Supplemental Conservation Easement - Wetlands (which has been recorded with the Oakland County Register of Deeds), together with the separate provisions in Article VIII of the Bylaws to this Master Deed.

ARTICLE VIII

ASSIGNMENT OF LIMITED COMMON ELEMENTS

The Developer shall have the right to create limited common lements within the Master Deed and to reassign those common

elements from time to time in accordance with Section 39 of the Act. The limited common elements may be reassigned upon the written application of the co-owners concerned to the principal officer of the Association of Co-Owners. The officer or persons to whom the application is duly made shall promptly prepare and execute an amendment to the Master Deed reassigning all rights and obligations with respect to the limited common element involved. The amendment shall be delivered to the co-owners of the condominium units concerned upon payment by them of all reasonable costs for the preparation and recording of the amendment to the Master Deed.

A common element not previously assigned as a limited common element shall be so assigned only in pursuance of the provisions of the condominium documents and of the Act.

ARTICLE IX

EASEMENTS

1. EASEMENT FOR MAINTENANCE OF ENCROACHMENTS AND UTILITIES

There shall be easements to, through and over the land in the Condominium (including all units and limited common element extended yard areas) for the continuing maintenance, repair, replacement and enlargement of any general common element utilities in the Condominium as depicted on the Condominium Subdivision Plan as the same may be amended from time to time. In the event any portion of a structure located within a unit encroaches upon a common element due to shifting, settling or moving of a building, or due to survey errors or construction deviations or changes in ground elevations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists and for maintenance thereof after rebuilding in the event of destruction. Some of the purposes of this section is to clarify the right of the co-owners to maintain structural elements and fixtures which project into the common elements surrounding each unit notwithstanding their projection beyond the unit perimeters.

2. RESERVATION OF EASEMENT BY DEVELOPER FOR SALES FACILITIES

The Developer reserves for the benefit of itself, its successors and assigns such easements as may be necessary for access to a sales office on the premises and for the continued use of such sales office until all of the Condominium Units have been sold. Accordingly, the Developer and its duly authorized agents, representatives and employees may maintain offices, model units and other facilities on the subject premises and may make such uses of said facilities as are reasonably necessary or desirable to facilitate the sale of the units in the project. The Developer shall pay all costs related to the Condominium Units or Common Elements while owned by the Developer and shall restore the facility to habitable status upon termination of use in accordance with Section 45 of the Act. The Developer shall first obtain such approvals from Independence Township as may be required by the Morgan Lake PRD Development Agreement as supplemented and applicable to Stone Meadow, the portion therein designated as Phase I(A) and/or applicable Ordinances or Codes.

3. RESERVATION OF EASEMENT BY DEVELOPER FOR USE OF ROADS AND WALKWAYS

The Developer reserves for the benefit of itself, its successors and assigns perpetual easements for the unrestricted use of all roads and walkways in the condominium project for purposes of ingress and egress to or from all or any portion of the parcel described in Article II or any portion or portions thereof and any other land contiguous to the condominium premises which may be now owned or hereafter acquired by the Developer or its successors. Following the dedication of roads to the Oakland County Road

Commission, any easement rights of the Developer over the roads so dedicated shall thereupon be extinguished upon recording of the Deed of Dedication.

4. RESERVATION OF EASEMENT BY DEVELOPER FOR USE OF UTILITY LINES

The Developer also hereby reserves for the benefit of itself, its successors and assigns and all future owners of the land described in Article II or any portion or portions thereof perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the condominium premises including but not limited to, water, gas, telephone, electrical, cable television, storm and sanitary sewer mains. In the event that the Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the condominium premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the condominium premises to their state immediately prior to such utilization, tapping, tying in, extensions or enlargements. All expenses of maintenance, upkeep, repair and replacement of the utility mains described in this Article shall be shared by this condominium and any developed portions of the land described in Article II who may benefit from such utility mains.

The co-owners of this condominium shall be responsible from time to time for payment of its proportionate share of said expenses, which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling units in this condominium, and the denominator of which is comprised of the number of such units plus all other dwelling units in the land described in Article II who benefit from such utility mains, provided, however, that the foregoing expenses are to be so paid and shared only if such expenses are not borne by a governmental agency or public utility; provided, further, however, that the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the extent such leads are located on the condominium and by the owner or owners of the land described in Article II or a portion thereof upon which are located the dwelling units which such lead or leads service.

5. RESERVATION OF RIGHTS BY DEVELOPER TO DEDICATE UTILITY LINES TO APPROPRIATE GOVERNMENTAL AGENCIES

Developer reserves the right at any time during the construction and sales period to grant easements for utilities over, under and across the condominium to appropriate governmental agencies or public utility companies and to transfer title of the utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto as recorded in the Oakland County Records. All of the co-owners and mortgagees of units and other persons interested or to become interested in the project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments or this Master Deed as may be required to effectuate the foregoing grant of easements or transfer of title.

6. RESERVATION OF RIGHT BY DEVELOPER TO DEDICATE PRIVATE ROADS

Developer reserves the right at any time during the Construction and Sales Period to grant, convey or dedicate the private roadways designated as General Common Elements to the public for purposes of creating public roads. The Developer intends to dedicate the roads to the public pursuant to the provisions of the Supplemental Permit Conditions, the Supplemental Concept Development Plan Map and Text, the Supplemental Development Agreement and

the Planned Residential Development Provisions of the Zoning Ordinance of Independence Township, as amended.

7. **AUTHORITY DESIGNATED TO ASSOCIATION TO GRANT EASEMENTS**

The Association acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights of way over and rights of entry, under and across the condominium premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the condominium, or for any land described in Article II hereof, subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

8. **ESTABLISHMENT OF EASEMENTS FOR DEVELOPER, ASSOCIATION AND THE UTILITIES FOR MAINTENANCE AND REPAIR**

The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the condominium premises including all units and common elements, as may be necessary to fulfill any responsibilities and maintenance, repair, decoration or replacement, which they or any of them are required or permitted to perform under the condominium documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler control valves, sump pumps and other common elements located within any individual condominium unit or its appurtenant limited common elements.

Additionally, Independence Township shall have access to the Condominium Premises for purposes of providing emergency services, including but not limited to, police and fire protection and, where applicable or necessary, to provide maintenance and/or repair to public utilities. Additionally, the Township is hereby granted the necessary easement for access to the General Common Elements pursuant to the provisions of Article IV 3 C. hereof and for maintaining the drainage detention and retention facilities and the General Common Elements as therein referenced upon the failure or refusal of the Association to fulfill its obligations in that respect.

9. **AUTHORITY OF ASSOCIATION TO GRANT MISCELLANEOUS EASEMENTS AND RIGHTS OF WAY AS MAY BE REQUIRED FOR CONSTRUCTION AND COMPLETION OF PROJECT**

The Association, acting through its duly constituted Board of Directors (including but not limited to any Board of Directors acting prior to, the Transitional Control Date) and subject to the Developer's approval during the Construction Sales Period shall have the power to grant such easements, licenses and other rights of way and rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, rights of way agreements, access agreements, and multi-unit agreements, and to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, video text, broad band cable, satellite dish, earth antenna and similar services (collectively "telecommunications") to the project or any unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the condominium project within the mean-

ing of the Act and shall be paid over to and shall be the property of the Association.

ARTICLE X

IMPROVEMENTS OR ALTERATIONS TO CONDOMINIUM UNITS

There shall be no construction of any Condominium Unit nor any modification which would change the exterior appearance of a Dwelling Unit or any other portion of the Condominium Project except pursuant to the following procedure:

A. The foregoing to the contrary notwithstanding, during the Construction and Sales Period, the Developer shall have the sole authority to appoint or designate the members of the Architectural Control Committee. The Developer may, at its option, designate its employees, agents or professional advisors as members of the Architectural Control Committee, and it shall not be a requirement that any such member be a Co-owner of the Condominium.

B. Application for such alterations or changes shall be made to the Board of Directors of the Association together with sufficient plans, drawings, or renderings as may be necessary to enable the Association to understand and evaluate the proposed changes.

C. The Board of Directors shall then appoint an Architectural Control Committee for purposes of reviewing the proposal. The members of said committee need not be members of the Board of Directors but a Director shall not be disqualified from serving on such committee.

D. The Committee may seek opinions from the Co-Owners of the Development and shall, within a reasonable time, prescribed by the Directors render a recommendation and report to the Board of Directors.

E. The Board of Directors shall thereupon adopt a resolution either granting the permission for such alteration or denying same.

F. In the event that such application for changes are approved by the Board of Directors it shall be subject to a written undertaking by the Co-Owner acknowledging that all, of the improvements are to be at the Co-Owner's sole expense. That injury, if any, to the Common Elements will be repaired promptly by the Co-Owner at his sole expense and that the improvements will be completed by a date to be determined and established by the Board of Directors.

G. Through and including the time that the Developer conveys the last of the maximum number of dwelling units which may be built pursuant to the provisions of this Master Deed, all actions of the Architectural Control Committee pursuant to this Article shall require the specific approval of the Developer.

H. The Developer specifically reserves to itself the right to approve all new construction or alterations, changes, modifications, redesigns or improvements of any existing Condominium Unit through and including the date on which the last of the maximum number of Dwelling Units which may be built pursuant to the provisions of this Master Deed have been completed and conveyed to a Co-Owner. The provisions of this paragraph shall specifically include but not be limited to the proposed development of the Convertible Area.

The Developer is specifically excluded from the provisions of this paragraph. The Developer specifically reserves to itself the right to alter, change, modify, redesign, or improve any Condominium Unit through and including such time as a Deed has been executed and delivered from the Developer to an individual purchaser.

All proceedings under this Article shall be specifically in accordance with Section 47 of the Act.

All new construction and improvements or alterations to existing Condominium Units shall, at all times, comply with the Supplemental Permit Conditions, the Concept Development Plan Map and Text, the Supplemental Development Agreement for Morgan Lake Planned Residential Development, the Supplemental Conservation Easements and the Zoning Ordinance of Independence Township, as amended, and the specific provisions of Article VI and Article VII of the Condominium Bylaws, and this Master Deed.

ARTICLE XI

CONDEMNATION

Except as may otherwise be provided by statute, in the case of condemnation or substantial loss to the units and/or common elements of the Condominium Project and at least 2/3 of the first mortgagees (based upon one vote for each mortgage owned) or owners (other than the Sponsor, Developer or Builder) of the individual condominium units have given their prior written approval, the Condominium Owners Association shall not be entitled to:

A. By act or omission to seek to abandon or terminate the Condominium Project;

B. Change the pro-rata interest or obligations of any condominium unit for purposes of levying assessments or charges, for allocating distributions of hazard insurance proceeds or condemnation awards, or determining the pro-rata share of ownership of each unit in the common elements;

C. Partition or subdivide any condominium unit;

D. By act or omission to seek to abandon, partition, subdivide and encumber, sell or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium Project shall not be deemed a transfer within the meaning of this clause.

E. Use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements.

ARTICLE XII

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the condominium documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing may be assigned by it to any other entity or to the Association. Any such assignment shall be by appropriate instrument in writing and duly recorded in the office of the Oakland County Register of Deeds.

ARTICLE XIII

THE MORGAN LAKE PLANNED RESIDENTIAL DEVELOPMENT

STONE MEADOW is a part of the MORGAN LAKE Planned Residential Development as supplemented and amended, which has been established pursuant to Article XXVI of the Independence Township Zoning Ordinances, as amended. Pursuant to that certain Agreement dated June 9, 1994 between RAYMOND PORTNEY and SEMAAN-KASSAB, L.C. (the "Agreement"), which is subject to revisions approved by the Township Board of the Charter Township of Independence, STONE MEADOW shall in its entirety be developed by SEMAAN-KASSAB, L.C. and wherein SEMAAN-KASSAB, L.C. agreed to accept single ownership and/or control of the STONE MEADOW property for purposes of satisfying the Township Zoning Ordinance requirements of Section 26.01.10 and developing the STONE MEADOW Condominium Project in accordance with the Supplemental Development Agreement, the Supplement Concept Development Plan Map and Text, the Supplemental Permit Conditions and the Independence Township Zoning Ordinance, as amended. The Agreement and any assignment or revision thereof may be relied upon and enforced by the Charter Township of Independence and all subsequent owners of the property in the MORGAN LAKE Planned Residential Development, inclusive of STONE MEADOW.

The MORGAN LAKE Planned Residential Development is approved to contain no more than Three Hundred Thirty One (331) Units including STONE MEADOW which shall contain a maximum of Seventy Nine (79) site Condominium Units.

The MORGAN LAKE Planned Residential Development includes MORGAN LAKE. The Unit Owners in STONE MEADOW CONDOMINIUM do not have access to MORGAN LAKE.

ARTICLE XIV

AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of two-thirds (2/3) of the co-owners except as hereinafter set forth.

1. Modification of Units or Common Elements. No unit dimension may be modified in any material way without the consent of the co-owner and mortgagee of such unit, nor may the nature or extent of limited common elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the co-owner and mortgagee of any unit to which the same are appurtenant except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary.

2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendment shall require the approval of two-thirds (2/3) of all first mortgagees of record allocating one vote for each mortgage held.

3. By Developer. Prior to one year after the expiration of the Construction and Sales Period, the Developer may without the consent of any co-owner or any other person amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit "A" as to not materially

affect any rights of any co-owners or mortgagees in the Project or to make such other amendments as may have been reserved to the Developer in other sections of this Master Deed.

4. Change in Percentage of Value. The value of the vote of any co-owner and the corresponding proportion of common expenses assessed against such co-owner will not be modified without the written consent of such co-owner and his mortgagee, nor shall the percentage of value assigned to any unit be modified without like consent except as provided in this Master Deed or Bylaws.

5. Termination, Vacation, Revocation of Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 85% of all co-owners and 85% of the first mortgagees.

6. Developer Approval. During the Construction and Sales Period, this Master Deed shall not be amended without the written consent of the Developer so long as the Developer continues to offer any unit in the Condominium for sale or for so long as there remains under such provisions any further possibility of construction of residential units on the land described in Article II hereof. No easements created under the condominium documents may be modified or obligations with respect thereto varied without the consent of each owner benefitted thereby.

7. Amendment of Exhibit "A". Administration of the condominium project shall be governed by Bylaws recorded as part of this Master Deed and designated as Exhibit "A" to this Master Deed. An amendment to the Bylaws shall be governed by the provisions of those Bylaws, Exhibit "A" to this Master Deed and by Section 54 of the Act. Any amendment shall be inoperative until recorded.

8. Procedure for Amendment. A change in the condominium project shall be reflected by an amendment to the appropriate condominium documents. If a change involves a change in the boundaries of a condominium unit or the addition or elimination of condominium units, a replat of the Condominium Subdivision Plan shall be prepared and recorded assigning a condominium unit number to each condominium unit in the amended project. The foregoing shall conform to the requirements of Section 67 of the Act.

(a) Notification. Co-owners and mortgagees of record shall be notified of proposed amendments under this Section, not less than ten (10) days before the amendment is recorded.

(b) Responsibility for Payment of Costs of Amendment. The person causing or requesting an amendment to the condominium documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of two-thirds (2/3) of co-owners and, mortgagees or based upon the advisory committee's decision, the costs of which are expenses of administration.

(c) Any person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of, Co-owners or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

(d) An amendment to the Master Deed or other recorded condominium documents shall not be effective until the amendment is recorded.

(e) A copy of the recorded amendment shall be delivered to each co-owner of the project.

9. Any other provisions of this Article XIV to the contrary notwithstanding, there shall be no amendment of Article IV, Section 3C, Article VII, Article VIII and Article XIII without the prior written approval of such amendments by Independence Township.

WITNESSES:

Karel J Van Akin
KAREL J. VAN AKIN
Denise A. Derderian
Denise A. Derderian

Karel J Van Akin
KAREL J. VAN AKIN
Denise A. Derderian
Denise A. Derderian

Karel J Van Akin
KAREL J. VAN AKIN
Denise A. Derderian
Denise A. Derderian

PARK COMMONS, L.L.C., a Michigan limited liability company

By: Ronald Silberman
Its: Manager

CONSENT BY MORTGAGEE:

By: Raymond Portney by Ronald Silberman Attorney In Fact
RAYMOND PORTNEY, by Ronald Silberman, attorney-in-fact

And: Gloria Portney by Ronald Silberman Attorney In Fact
GLORIA PORTNEY by Ronald Silberman, attorney-in-fact

State of Michigan)
)ss
County of Oakland)

On this 7TH day of MARCH, 1996, before me a Notary Public in and for said County, personally appeared Ronald Silberman, to me personally known, who being by me duly sworn, did say that he is the person named in and who executed the within instrument, and that said instrument was signed by himself as his free act and deed on behalf of PARK COMMONS, L.L.C., a Michigan limited liability company.

Karel J Van Akin
Notary Public
Oakland County, Michigan
My Commission Expires:
11/13/97

KAREL J VAN AKIN
Notary Public, Oakland County MI
My Commission Expires November 13, 1997

~~State of Michigan)~~
~~)ss~~
~~County of Oakland)~~

~~On this day of , 1996, before me a Notary Public in and for said County, personally appeared RAYMOND PORTNEY, to me personally known, who being by me duly sworn, did say that he is~~

State of Michigan)
)ss
County of Oakland)

On this 7TH day of MARCH, 1996, before me a Notary Public in and for said County, personally appeared Ronald Silberman, who being by me duly sworn, did say that he is the attorney-in-fact for Raymond Portney, pursuant to a Power of Attorney, and who executed the within instrument, and that said instrument was signed by himself, as attorney-in-fact for Raymond Portney and on behalf of Raymond Portney.

Karel J. Van Akin
Notary Public
Oakland County, Michigan
My Commission Expires:
11/13/97

KAREL J VAN AKIN
Notary Public, Oakland County MI
My Commission Expires November 13, 1997

State of Michigan)
)ss
County of Oakland)

On this 7th day of MARCH, 1996, before me a Notary Public in and for said County, personally appeared Ronald Silberman, who being by me duly sworn, did say that he is the attorney-in-fact for Gloria Portney, pursuant to a Power of Attorney, and who executed the within instrument, and that said instrument was signed by himself, as attorney-in-fact for Gloria Portney and on behalf of Gloria Portney.

Karel J Van Akin
Notary Public
Oakland County, Michigan
My Commission Expires:
11/13/97

KAREL J VAN AKIN
Notary Public, Oakland County MI
My Commission Expires November 13, 1997

DRAFTED BY AND WHEN RECORDED
RETURN TO:
David S. Snyder, Esq.
SULLIVAN, WARD, BONE, TYLER & ASHER, P.C.
25800 Northwestern Highway
P.O. Box 222
Southfield, Michigan 48037-0222
(Rev. 03/14/96)

STONE MEADOW

EXHIBIT A

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Stone Meadow, a residential Condominium Project located in the Charter Township of Independence, Oakland County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Condominium Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Association Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

The Stone Meadow Condominium is part of the Morgan Lake Planned Residential Development and shall be developed pursuant to the Supplemental Development Agreement for Morgan Lake Planned Residential Development, an Agreement between the Developer and Independence Township and in accordance with the Zoning Ordinance Amendment granting Morgan Lake Planned Residential Development, as amended. When completed, the Morgan Lake Planned Residential Development will contain more than one Homeowners Association. This Association, together with such other associations created within the Planned Residential Development shall, upon their respective creation, establish a governing committee. Upon its creation, this Association and such other associations upon their respective creation shall individually and/or through the governing committee assume and succeed to all of the obligations and responsibilities of the Developer in the Development Agreement for Morgan Lake Planned Residential Development dated November 1, 1994, the Supplemental Development Agreement dated October 17, 1995, the Concept Development Plan Text dated November 1, 1994, the Supplemental Concept Development Plan Text dated October 17, 1995, the Permit Conditions for Morgan Lake Planned Residential Development dated November 1, 1994, the Supplemental Permit Conditions dated October 17, 1995, the Conservation Easements and Supplemental Conservation Easements and the Amended Zoning Ordinance establishing the property as a Planned Residential Development, together with those responsibilities designated to it in this Master Deed and these Bylaws which are a part of the Master Deed.

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 Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below rather than by special assessments. At a minimum,, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding $1,500.00 annually for the entire Condominium Project, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as

hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding $1,500.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, (3) assessments to purchase a Unit for use as a resident manager's Unit, or (4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60% of all Co-owners in number and in value. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the 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 V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in 12 equal monthly installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge of $25 per installment per month may be added to each installment in default for 5 or more days until each installment together with the applicable rate charges is paid in full. Each Co-owner (whether 1 or more persons) including a land contract vendee, shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessment levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection, and enforcement of payment, including reasonable attorneys fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 4. Penalties for Default. Payment of an assessment shall be in default if any installment thereof is not paid to the Association in full on or before the due date for such installment. A late charge not to exceed Twenty Five ($25.00) Dollars per installment may be assessed automatically by the Association upon each installment in default for ten (10) or more days until paid in full. The Association may levy fines for late payment of assessments in addition to such late charge. Each co-owner (whether one or more persons) shall be and remain personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his unit which may be levied while such co-owner is the owner thereof except that a land contract purchaser from any co-owner including Developer shall be so personally liable, and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract purchaser actually takes possession of the unit following extinguishment of all rights of possession of the land contract seller.

Payments on account of installments of assessments in default shall be applied as follows: First, to the cost of collection and enforcement of payment, including reasonable attorneys fees. Second, to any interest charges and fines for late payment on such installments, and Third, to installments in default in order of their due dates.

Section 5. Liens for Unpaid Assessments. Sums assessed by the Association which remain unpaid, including but not limited to, regular assessments, special assessments, fines and late charges shall constitute a lien upon the unit or units in the Project owned by the co-owner at the time of the assessment and upon the proceeds of sale thereof. Any unpaid sums constitute a lien against the unit as of the first day of the fiscal year to which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges which the Association may levy against any co-owner shall be deemed to be assessments for purposes of this section and Section 108 of the Act.

Section 6. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 7. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities, or other services to a Co-owner in default upon 7 days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may assess an automatic late charge, not to exceed $25 for each month that a maintenance assessment remains delinquent. Maintenance assessments shall be deemed to be delinquent if not paid within 30 days after they become due. Additionally, the Association may assess additional fines for chronic late payment or non-payment of assessments in accordance with the provisions of Article XX, Section 4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every

other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit a law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that 1 or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien (iii) the amount, outstanding (exclusive of interest, costs, attorney's fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10 day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) Expenses of Collection. The expenses incurred in collecting unpaid, assessments, including interest, costs, actual attorneys fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit.

Section 8. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgagee or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

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

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

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

Section 12. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment, of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing 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.

ARTICLE III

ARBITRATION

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

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

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

ARTICLE IV

INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the general common elements of the Project, carry all-risk insurance coverage and liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion but in no event less than One Million Dollars per occurrence), officers and directors liability insurance, and workman's compensation insurance, if applicable, together with any other insurance the Association may deem applicable, desirable or necessary and pertinent to the ownership, use and maintenance of the general common elements, and such insurance shall be carried and administered in accordance with the following provisions:

(a) Responsibilities of Co-Owners and Association. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and pro vision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner shall obtain insurance coverage at his own, expense upon his own Unit.

(b) Insurance of Common Elements. All Common Elements of the Condominium 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.

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

(d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear; provided, how ever, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

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

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

Section 3. Responsibility of Co-Owners. Each Co-owner shall be responsible for obtaining all-risk insurance coverage with respect to the building and all other improvements constructed or to be constructed within the perimeter of a Co-owner's condominium unit and for personal property located therein or thereon or elsewhere on the condominium project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. Each Co-owner also shall, be obligated to obtain insurance coverage for a Co-owner's personal liability for occurrences within the perimeter of the Co-Owner,s unit (naming the Association and the Developer as additional insureds) and also for any other personal insurance coverage that the Co-owner wishes to carry.

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, 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 Association (or the Developer during the construction and sales period). This section shall not be construed to give any insurer any subrogation rights or other right or claim against any individual co-owner.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to a general common element, the Association shall obtain reliable and detailed estimates of the cost to 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 cost of reconstruction or repair required to be performed by the Association or if at any time during such reconstruction or repair or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessments shall be made against all co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay for the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation within the equivalent trees or vegetation.

Section 2. Timely Construction and Repair. If the damage to the general common elements adversely affects the appearance of the project, the Association shall proceed with replacement of the damaged project without delay.

Section 3. Co-owner Responsibility for Repair. Each co-owner shall be responsible for all maintenance, repair and replacement required with such co-owner's unit. If damage to the residence or other improvements constructed on a co-owner's unit adversely affects the appearance of the project, the co-owner shall proceed with removal or replacement of the damaged property without delay. This Section shall also be applicable in the event of

destruction during the course of construction of improvements on a unit.

Section 4. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) Taking of 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 his mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.

(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 50% 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 Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner. Costs incurred to accomplish matters required by this subsection shall be borne by the Association.

(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.

Section 5. Notification of FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds $10,000.00 in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds $1,000.

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

ARTICLE VI

RESTRICTIONS

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

Section 1. **Residential Use.** The Condominium Units shall be used exclusively for single-family residences and for no other purpose.

Section 2. **Activities.** No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 3. **Aesthetics.** The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. No unsightly condition shall be maintained on any patio, porch or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 4. **Vehicles.** No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the premises of the Condominium, unless parked in the garage with the door closed. No inoperable vehicles of any type may be brought or stored upon the condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Each Co-owner shall park his car in the garage space provided there for and shall park any additional car which he owns in the Limited Common Element space assigned to him immediately adjoining his garage space. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises. Use of motorized vehicles and commercial vehicles is

provided in this Section 4, is absolutely prohibited. Overnight parking on any street in the Condominium is prohibited except as the Association may make reasonable exceptions thereto from time to time. The Association shall have the right to place or cause to be placed adhesive windshield stickers on cars improperly parked and to tow vehicles to off-premises locations, all without any liability on the part of the Association to the owners or users of any such improperly parked vehicles.

Section 5. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, excluding "For Sale" signs no larger than two square feet in size without written permission from the Association and, during the Construction and Sales Period, from the Developer.

Section 6. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master. Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners.

Section 7. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, shall not be obstructed nor shall they be used for purposes other than 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.

Section 8. Co-owner Maintenance. 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 elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, 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 excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 9. Reserved Rights of Developer.

(a) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction 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 shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer; and may continue to do so during the

entire Construction and Sales Period, or for so long as Developer continues to construct or proposes to construct additional residential units or owns or holds an option or other enforceable interest in land for residential development within one mile of the Condominium Premises. Developer shall restore the areas so utilized to habitable status upon termination of use.

(b) Enforcement of Bylaws. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

ARTICLE VII

BUILDING AND USE RESTRICTIONS

Section 1. Architectural Control. Subject to the provisions of Article X of the Master Deed, the Developer will retain aesthetic architectural control over any and all builders working within the Condominium. Typical architectural styles, based upon current market demand, will be ranch, tudor, tri-level, quad-level, colonial and similar architecture compatible with surrounding developments and other recent subdivisions currently being developed in Independence Township.

Section 2. Land and Building Use Restrictions. Every Unit shall be restricted for use only as one-family residential dwelling unit or model home for such purpose and all dwelling units erected, altered, placed or permitted shall be limited to thirty-five (35) feet in height or not in excess of two (2) stories whichever is greater.

Section 3. Dwelling Unit Size. The main structure of any dwelling unit erected, altered, placed or permitted on any Unit shall contain a total floor area of not less than Fifteen Hundred (1,500) square feet for a single story home, Eighteen Hundred (1,800) square feet for a two-story home. Garages, steps, open and/or closed porches, breezeways, arcades or similar facilities shall not be considered in computing such floor area whether the same is an integral part of or connected to any dwelling. Each single-family condominium unit (building site or lot) shall contain not less than Thirteen Thousand (13,000) square feet and shall be not less than Ninety (90) feet wide measured at the front setback line of proposed construction.

Section 4. Garages. Any dwelling unit erected, altered, placed or permitted on any Unit shall include an attached garage of not less capacity than two cars.

Section 5. Area, Setback and Height. The following minimum requirements shall apply to single-family Site-Condominium Units:

Lot Area:	13,000 square feet
Lot Width:	90 feet measured at the front setback line of proposed construction
Setbacks:	
Front	35 feet
Side	10 feet (minimum)
Side	20 feet (total)
Rear	50 feet
Wetlands	25 feet

Section 6. Site Organization. Elements of the Concept Development Plan and Supplemental Concept Development Plan for the Morgan Lake Golf Classic Planned Residential Development (inclusive of the Condominium Project), including buildings, circulation system and open space areas, are designed and arranged to produce an efficient, functionally organized and cohesive development with a dominant open space feature. The Planned Residential Development is designed to reserve and preserve large areas of open space, conserve natural resources, and incorporate active and passive recreational use as part of the Planned Residential Development. The Condominium Project will be designed around a neighborhood focus or theme while re-enforcing the overall identity and character of Morgan Lake Golf Classic. Units will be clustered, as needed and approved, in order to preserve and create open space areas; shorten vehicular trips; reduce hard surface areas for drainage, cost and aesthetic consideration; retain existing natural features; and provide visual interest to the community. Clustering, however, will not require attachment. Building placement, size, height, mass and scale will be compatible with the surrounding area and provide a reasonable transition from adjacent streets and properties. The use of unifying elements, including but not limited to building materials, colors, landscaping and signage, will be required. Natural features of the property will be identified and incorporated into the planning process. The plan will utilize these features to their best advantage and will further enhance these elements to create a quality environment in which to live.

Section 7. Fencing. Fencing will not be permitted except as may be otherwise required by local ordinance.

Section 8. Lighting. Up-lighting will only be provided at the entrance areas on Maybee Road.

Section 9. Building Materials. Typical building materials will be masonry block basement walls or poured concrete walls, typical frame construction, wood, brick, stone exteriors and asphalt shingles, tile or slate roofs. Typically 15% of the exterior will be brick.

Section 10. Signage. Signage will consist of entrance signs and road signs, and all signage within the Condominium will be consistent in design, character, size and appearance with that of the balance of the Morgan Lake Planned Residential Development and the comprehensive Sign Plan submitted to and approved by the Charter Township of Independence. PRD. The exact location of the entrance signs will depend on the layout of these areas as determined by the Township and the Oakland County Road Commission, however they are to be installed and maintained in accordance with any applicable state or local laws. All of the foregoing will be subject to a comprehensive sign plan for the entire Morgan Lake PRD, as amended, and as same may be approved by the Township.

Section 11. Easements. Easements for construction, installation, modification and maintenance of public utilities, surface drainage facilities, and sanitary sewer, storm sewer and

water main facilities are reserved as shown on Sheet 2 and 2(A) of Exhibit B to the Master Deed and/or as may otherwise appear of record as set forth herein.

Section 12. Antennae. Only television antennae shall be constructed or erected upon the exterior of any dwelling unit or structure on any Unit.

Section 13. Temporary Structures and Vehicles. No house trailer, commercial vehicle, bus or truck, boat trailer, boat, camping vehicle or trailer or motorcycle may be parked on or stored in any Unit in the subdivision unless stored fully enclosed within an attached garage or similar structure and further any commercial vehicles, buses and trucks shall not be parked in the subdivision or on any Unit therein, except to make normal deliveries or pickups in the normal course of business. No structure of a temporary character or trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Unit at any time as a residence either temporarily or permanently. (The foregoing restrictions shall not be applicable to any activities by any builders or Developer during any sales and construction periods.)

Section 14. Nuisances. No noxious or offensive activity shall be carried on upon or in any dwelling, Unit or structure nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; provided, however, any builders or Developer model homes shall not be so restricted until sold.

Section 15. Livestock and Poultry. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept on any Unit, except dogs, cats or other common household pets for domestic purposes; only and such permitted household pets shall not be bred, kept or maintained for any commercial purposes whatsoever.

Section 16. Garbage and Refuse. No Unit shall be used or maintained as a dumping ground for rubbish or trash whether occupied or not. Trash, garbage or other waste shall be kept only in closed sanitary containers and all incinerators (if permitted by law only) or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 17. Intersection Sight Distance. No fence, wall, structure, planting or obstruction shall be erected, established or maintained on any corner Unit within a triangular area formed by the street lines and a connection line which is a point of twenty-five (25) feet from the intersection of such street lines which shall have a height that is more than two (2) feet; provided, however, shade trees with wide branches which are at least eight (8) feet above ground shall be permitted within such area.

ARTICLE VIII

NATURAL RESOURCES AND FEATURES

Section 1. The site on which the Morgan Lake Development will be developed contains a substantial amount of wetlands areas, interspersed throughout the property. These wetland areas will be retained in their natural state and held as common community open space. To insure the long-term preservation of the wetlands on the property, all open space designated on the Concept Development Plan Map, including all wetlands and the golf course, have been restricted by conservation easement. Such conservation easements provide for the perpetual preservation and maintenance of the open space.

Any structure on any lot which abuts a wetland will be subject to a 25' foot minimum setback from the identified wetland.

Overall, there will only be an absolute minimal amount of encroachment into wetland areas during the development of the Morgan Lake Project, and in any case only so much encroachment as

has been approved in advance by the Township and Michigan Department of Natural Resources.

At all times, the wetlands on the Morgan Lake Development property will be preserved, maintained and protected in accordance with the Michigan Environmental Protection Act and all Township wetlands and natural feature setback provisions.

Section 2. There shall be no placement of any construction materials within the Wetlands or Natural Feature Setback, except as permitted by ordinance, and no vehicles shall be permitted within the Wetland and/or Natural Feature Setback.

Section 3. All Wetlands and Natural Feature Setback areas located on Lots within the Planned Residential Development on the Property are subject to and must be preserved, protected and left undisturbed in their natural condition in accordance with the terms, covenants and restrictions of the Supplemental Conservation Easement.

Section 4. In the event any persons or entity shall fail to maintain protective measures and/or preserve the Wetlands and/or Natural Feature Setback areas as required in the Supplemental Conservation Easement, the Township shall be authorized to send a written notice to the Owner(s) of the Property as disclosed on the most recent records in the office of the Township Treasurer specifying the corrective action required on the Property in the Township's reasonable discretion in order to preserve and protect the Wetlands and/or Natural Feature Setback areas, and specifying a reasonable time within which such corrective action must be completed. If the corrective action specified in the notice has not been completed on a timely basis, following notice and an opportunity for the Owner(s) to be heard, the Township, or an agent of the Township, may enter upon the Property and undertake the appropriate maintenance and preservation action. The cost of any such corrective action taken by the Township, or caused to be taken by the Township, plus an administrative fee equal to 25% of such cost, shall be paid by the Owner(s) of the Property, and if not paid within 30 days following a billing to the Owner(s), such amount shall become a lien on the Property, to be collected by placing such amount on the next annual delinquent real property tax roll, to accrue interest and penalties, and to be collected in the manner provided by law for the collection of delinquent real property taxes. Alternatively, the Township shall be entitled to commence a civil action for all amounts owing, and if all or a part of the relief sought in the civil action is granted, the judgment shall include the reasonable attorneys' fees incurred by the Township in the action.

ARTICLE IX

PERMIT CONDITIONS
CHARTER TOWNSHIP OF INDEPENDENCE

Section 1. Applicable Provisions. On October 17, 1995, The Charter Township of Independence adopted an Amendment to the Ordinance granting Morgan Lake Planned Residential Development, which, in part, established the Supplemental Permit Conditions applicable to the Morgan Lake Planned Residential Development, inclusive of the Condominium Project. The Supplemental Permit Conditions shall apply to all Building Sites (Condominium Units), and the Condominium shall be developed and built in strict accordance with the Supplemental Permit Conditions.

ARTICLE X

TREE PRESERVATION

Section 1. Woodlands on the Condominium Premises have been an area of particular concern with respect to the Morgan Lake Planned Residential Development. In an effort to address these concerns, the Developer compiled a Tree Preservation and Clearing Plan, which was made part of the Planned Residential Permit Conditions and Concept Development Plan governing the Condominium Premises. A subsequent and more detailed review of existing trees, and their preservation and replacement on the Condominium Premises, has been submitted to and approved by the Township. Both the Tree Preservation and Clearing Plan and the subsequent plan are on file with the Developer and the Township. Accordingly, no co-owner shall cut down any tree located on the Condominium Premises which has a diameter of six (6") inches or more measured at ground level ("Protected Trees"). This provision shall apply to any and all Protected Trees located within the Condominium Premises, whether within any Unit or upon the Common Elements, PROVIDED HOWEVER, that, so long as the Tree Preservation and Clearing Plan and any subsequent plan submitted to and approved by the Township is not thereby subverted, with the prior written approval of the Association and, during the Development and Sales Period, the Developer, a Co-owner:

(a) May remove Protected Trees on a residential Condominium Unit that have been properly determined to be diseased or dead;

(b) May remove Protected Trees that, by nature, have become a safety hazard on the residential Condominium Unit;

(c) May remove all Protected Trees located within ten (10') feet of the single-family residential structure on a residential Condominium Unit for purposes of providing solar access to said structure; and

(d) Of a Unit which fronts on and abuts a portion of the golf course may selectively remove up to fifty (50%) percent of the Protected Trees to provide a view of the golf course.

There shall be no regulation of trees less than six (6") inches in diameter located within the confines of a Condominium Unit, however, in no event shall a Co-owner be permitted to remove more than fifty (50%) percent of the remaining trees larger than six (6") inches in diameter on a Condominium Unit, nor shall any Co-owner contravene the Tree Preservation and Clearing Plan or any subsequent plan submitted to and approved by the Township without the prior written approval of the Architectural Control Committee.

Each tree removed in violation of this provision shall constitute a separate violation and shall subject the offending Co-owner to fines which may be levied by the Association. The Developer shall, at all times, comply with the Tree Preservation and Clearing Plan and any subsequent and more detailed plan approved by the Township or any enhancement, refinements, modifications or amendments to either such plan as may be approved by the Township and the Developer.

Tree clearing on individual lots will not be undertaken by the Developer, but reserved to the individual Lot Owner. Any deviation from these standards shall receive prior approval of the Architectural Control Committee.

ARTICLE XI

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 "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

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

Section 3. Notification of Meetings. Upon 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 XII

VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Unit owned by such Co-owner as set forth in Article V 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 value and in number. The Developer, or in the event that the Developer sell Condominium Units to a builder for construction of dwelling units, the Developer or the builder shall have four (4) votes for each unit for which it retains title.

Section 2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XV, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article XIII. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article XII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. The Developer shall be entitled to one vote for each Unit which it owns and for which it is paying Association maintenance expenses.

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

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

Section 4. Quorum. The presence in person or by proxy of 35% of the Co-owners in number and in value qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

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

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than 50% in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE XIII

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 Developer and may be called at any time after more than 50% in number of the Units in Stone Meadow determined with reference to the recorded Consolidating Master Deed have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% in number of all Units that may be created or 54 months after the first conveyance of legal or equitable title 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 10 days written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted, under the

Condominium Documents as may be amended, to include in the Condominium.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on the Second Tuesday of April each succeeding year after the year in which the First Annual Meeting is held at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than 8 months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XIV of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may property come before them.

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

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

Section 6. Adjournment. If any meeting of 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 48 hours from the time the original meeting was called.

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

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

number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 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 XIV

ADVISORY COMMITTEE

Within 1 year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least 3 non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that, if more than 50% in number and in value 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 non-developer Co-owners and to aid the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XV

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of 3 members, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors shall be composed of 3 persons and such first Board of Directors or its successors as selected by the Developer shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below. The Directors

shall hold office until their successors are elected and hold their first meeting.

(b) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% in number of the Units that may be created, 1 of the 3 Directors shall be selected by non-developer Co-owners. When the required percentage level of conveyance have been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director. Upon certification by the Co-owners to the Developer of the Director so elected, the Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

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

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

(ii) Regardless of the percentage of Units which have been conveyed, upon the elapse of 54 months after the first conveyance of legal or equitable title to a non-developer co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which maintenance expenses are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentage of members of the Board of Directors that the non developer Co-owners have the right to elect under subsection (ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate 1 member as provided in subsection (i).

(iv) At the First Annual Meeting 2 Directors shall be elected for a term of 2 years and 1 Director shall be elected for a term of 1 year. At such meeting all

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

(v) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article XII, Section 3 hereof.

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

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

(a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.

(b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purpose of the Association.

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

(d) To rebuild improvements after casualty.

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

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

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the business 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 75% of all of the members of the Association in number and in value.

(h) To make rules and regulations in accordance with Article VI, Section 9 of these Bylaws.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsi-

bilities which are not by law or the Condominium Documents required to be performed by the Board.

(j) To enforce the provisions of the Condominium Documents.

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

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

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

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

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

Section 10. Special Meetings. Special meetings of the, Board of Directors may be called by the President on 3 days notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

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

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

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

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

ARTICLE XVI

OFFICERS

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

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

(b) Vice President. The Vice President shall take the place of the President and perform his duties whenever the

President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

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

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

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

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

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

ARTICLE XVII

SEAL

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

ARTICLE XVIII

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. 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 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

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

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

ARTICLE XIX

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all rights to which such Director or officer may be entitled. At least 10 days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers and directors liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XX

AMENDMENTS

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

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

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

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

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

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

ARTICLE XXI

COMPLIANCE

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

ARTICLE XXII

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 XXIII

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall there upon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of

certain rights and powers granted or reserved to the Developer is intended to, apply, insofar as the Developer is concerned, only to 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 and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXIV

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 effect, alter, modify or impair in any manner whatsoever any of the other terms, pro visions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

ATTENTION: COUNTY REGISTER OF DEEDS

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECU SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT IT MUST BE PROPERLY SHOWN IN THE TITLE SHEET 1 AND THE SURVEYOR'S CERTIFICATE, SHEET 2 OF 4.

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 969

EXHIBIT "B" TO THE MASTER DEED OF

STONE MEADOW

INDEPENDENCE TWP., OAKLAND COUNTY, MICHIGAN

DEVELOPER: PARK COMMONS, L.L.C.
C/O 60 HALTINER STREET
P.O. BOX. 18500
RIVER ROUGE, MICHIGAN 48218
(313) 843-3500

SURVEYOR: RAYMOND J. DONNELLY & ASSOCIATES, INC.
6915 ROCHESTER ROAD SUITE 100
TROY, MICHIGAN 48098
(810) 879-8510 FAX (810) 879-9129

PROPERTY DESCRIPTION

LEGAL DESCRIPTION OF STONE MEADOW, A SITE CONDOMINIUM, AT MORGAN LAKE GOLF CLASSIC ON MAYBEE ROAD IN INDEPENDENCE TWP

LAND IN PART OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 4 NORTH, RANGE 9 EAST, INDEPENDENCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AND AS SURVEYED BY RAYMOND J. DONNELLY, RLS #21563 IN NOVEMBER, 1995 AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 25, SAID CORNER RECENTLY MONUMENTED AS PART OF THE OAKLAND COUNTY LAND CORNER REMONUMENTATION PROGRAM; THENCE PROCEEDING ALONG THE SOUTH LINE OF SECTION 25 AND CENTERLINE OF MAYBEE ROAD, SOUTH 88° 13' 38" WEST 1994.13 FEET, TO THE SOUTHWEST CORNER OF THE EAST 3/4 OF THE SW 1/4 OF SAID SECTION 25; THENCE ALONG THE WEST LINE OF THE EAST 3/4 OF THE SW 1/4 OF SECTION 25, NORTH 01° 59' 13" WEST 43.00 FEET, TO A POINT ON THE NEWLY DESCRIBED ROW LINE OF MAYBEE ROAD, AND THE POINT OF BEGINNING OF STONE MEADOW; THENCE CONTINUING ALONG THE WEST LINE OF THE EAST 3/4 OF THE SW 1/4 OF SECTION 25, NORTH 01° 59' 13" WEST 1064.60 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH 1550 FEET OF THE SW 1/4 OF SECTION 25; THENCE ALONG THE SOUTH LINE OF THE NORTH 1550 FEET OF THE SW 1/4 OF SECTION 25, NORTH 88° 03' 20" EAST 1944.79 FEET, TO A POINT ON THE NEWLY DESCRIBED ROW LINE OF MAYBEE ROAD; THENCE ALONG THE NEWLY DESCRIBED ROW LINE OF MAYBEE ROAD, 43 FEET WESTERLY OF AND PARALLEL TO THE NORTH AND SOUTH 1/4 LINE OF SECTION 25, SOUTH 02° 18' 44" EAST 558.66 FEET, TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE NEWLY DESCRIBED ROW LINE OF MAYBEE ROAD, SOUTHWESTERLY 801.16 FEET ALONG THE ARC OF A 507 FT. RADIUS CURVE TO THE RIGHT (CONCAVE TO THE NORTHWEST), CENTRAL ANGLE OF 90° 32' 20" WITH CHORD BEARING AND DISTANCE OF SOUTH 42° 57' 26" WEST 720.37 FEET, TO A POINT OF TANGENCY ON THE NEWLY DESCRIBED ROW LINE OF MAYBEE ROAD; THENCE ALONG THE NEWLY DESCRIBED ROW LINE OF MAYBEE ROAD, 43 FEET NORTHERLY OF AND PARALLEL TO THE SOUTH LINE OF SECTION 25, SOUTH 88° 13' 38" WEST 1439.09 FEET, BACK TO THE POINT OF BEGINNING. CONTAINING 46.4405 ACRES OF LAND, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS, AND ACCESS TO CONNECT TO UTILITIES AND DRAINAGE FACILITIES IN THE NEWLY DESCRIBED MAYBEE ROAD ROW. ALSO SUBJECT TO AND TOGETHER WITH ANY EASEMENTS, RESTRICTIONS OR RESERVATIONS AFFECTING TITLE TO THIS DESCRIBED PARCEL.

ISSUED FOR RECORDING FEBRUARY 20, 1996
PROPOSED JANUARY 19, 1996

SHEET INDEX

1. TITLE & DESCRIPTION
2. SURVEY PLAN
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3A. SITE PLAN
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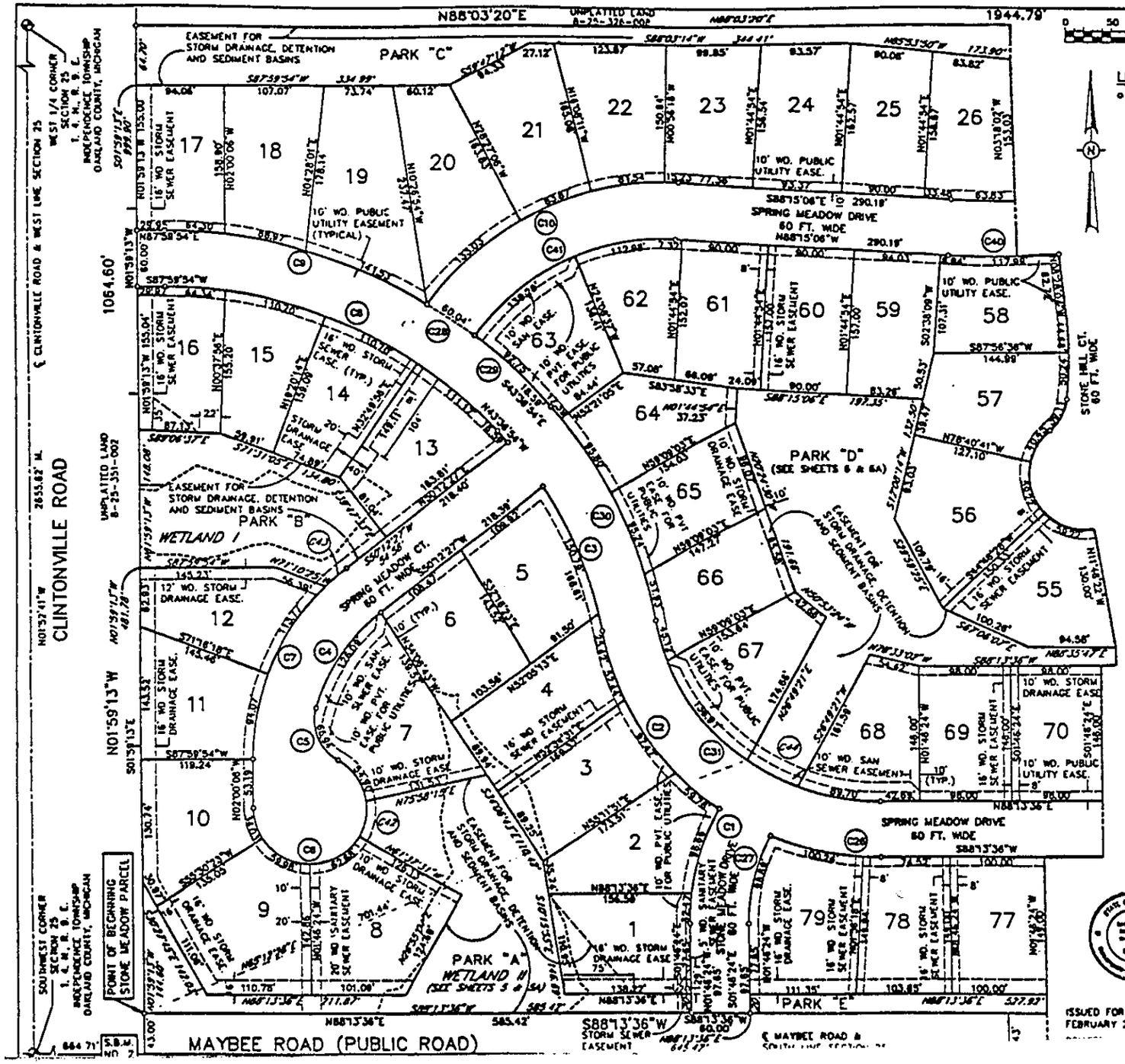
5A. WETLAND DESCRIPTIONS
6. PARK AREAS
6A. PARK DESCRIPTIONS
7. INTERIOR ROAD AREAS
7A. INTERIOR ROAD DESCRIPTIONS



CURVE	ARC LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	128.83'	260.00'	28°23'24"	N12°25'18"E	127.52'
C2	235.10'	300.00'	44°54'07"	N34°59'16"W	229.13'
C3	189.76'	420.00'	23°09'30"	N24°07'02"W	188.61'
C4	126.09'	200.00'	36°07'17"	S32°08'48"W	124.01'
C5	85.94'	50.00'	75°33'38"	S23°41'39"E	81.28'
C6	250.78'	60.00'	239°28'22"	S58°15'43"W	104.70'
C7	236.92'	260.00'	52°12'33"	N24°08'10"E	228.81'
C8	366.82'	470.00'	46°23'12"	N67°48'30"W	356.23'
C9	294.80'	530.00'	31°52'09"	S76°04'01"E	291.01'
C10	313.67'	310.00'	57°58'24"	N62°45'42"E	300.46'
C11	208.28'	770.00'	15°29'52"	N83°59'56"E	207.64'
C12	291.05'	290.00'	57°30'10"	S74°58'53"E	278.99'
C13	245.84'	280.00'	50°15'51"	N72°23'08"E	237.84'
C14	31.69'	50.00'	36°18'50"	N79°21'37"E	31.16'
C15	277.74'	60.00'	265°13'32"	S13°48'58"W	84.31'
C16	47.97'	50.00'	54°54'35"	N61°01'34"W	46.10'
C17	172.53'	220.00'	44°56'01"	S69°03'06"W	168.15'
C18	349.12'	290.00'	68°58'38"	S00°07'52"W	328.42'
C19	97.55'	430.00'	12°59'52"	S48°52'53"E	97.34'
C20	110.56'	200.00'	31°40'20"	S56°13'07"E	109.15'
C21	180.26'	300.00'	30°36'26"	S58°45'04"E	178.16'
C22	110.34'	200.00'	31°36'33"	N51°26'34"W	108.94'
C23	112.83'	260.00'	24°51'53"	N54°48'54"W	111.95'
C24	83.94'	370.00'	12°59'52"	N46°52'53"W	83.78'
C25	243.26'	260.00'	53°36'25"	S61°23'24"W	234.48'
C26	119.88'	300.00'	22°51'23"	N80°20'43"W	118.88'
C27	98.89'	200.00'	28°19'43"	S12°23'27"W	97.88'
C28	60.04'	530.00'	06°29'25"	S56°53'08"E	60.00'
C29	92.75'	530.00'	10°01'37"	S48°37'43"E	92.63'
C30	280.35'	480.00'	31°04'37"	S28°04'36"E	277.17'
C31	331.90'	240.00'	79°14'07"	S52°09'20"E	306.08'
C32	187.12'	200.00'	53°36'25"	N61°23'24"E	180.37'
C33	555.45'	230.00'	138°22'09"	N34°33'53"W	429.98'
C34	46.50'	830.00'	03°12'37"	S77°31'20"W	46.50'
C35	112.92'	460.00'	14°03'53"	S01°28'08"E	112.63'
C36	36.92'	50.00'	42°18'12"	S15°33'16"E	36.08'
C37	279.24'	80.00'	268°39'19"	N83°22'44"W	87.29'
C38	39.11'	50.00'	44°49'13"	N27°32'19"E	38.12'
C39	94.92'	400.00'	13°35'47"	N01°40'11"W	94.70'
C40	117.99'	830.00'	08°08'41"	S87°40'33"W	117.89'
C41	252.26'	350.00'	57°46'53"	S82°50'25"W	241.70'
C42	39.19'	60.00'	37°23'30"	N09°39'45"E	38.50'
C43	28.08'	260.00'	06°24'35"	S47°00'10"W	28.07'
C44	60.16'	240.00'	14°21'41"	N67°10'39"W	60.00'
C45	20.01'	230.00'	04°59'06"	S71°17'14"E	20.00'
C46	126.11'	260.00'	27°54'57"	N56°42'17"W	125.12'
C47	19.11'	200.00'	05°28'32"	N71°19'02"W	19.10'
C48	160.26'	300.00'	30°36'26"	N58°45'04"W	158.36'
C49	435.83'	302.00'	49°15'09"	S77°18'50"W	422.53'
C50	41.34'	760.00'	09°33'07"	S67°38'17"E	41.34'
C51	110.34'	200.00'	31°36'33"	S51°26'34"E	108.94'
C52	261.93'	507.00'	30°16'37"	S73°05'16"W	264.81'
C53	52.51'	260.00'	11°34'16"	N65°19'47"E	52.42'

STONE MEADOW CONDOMINIUMS

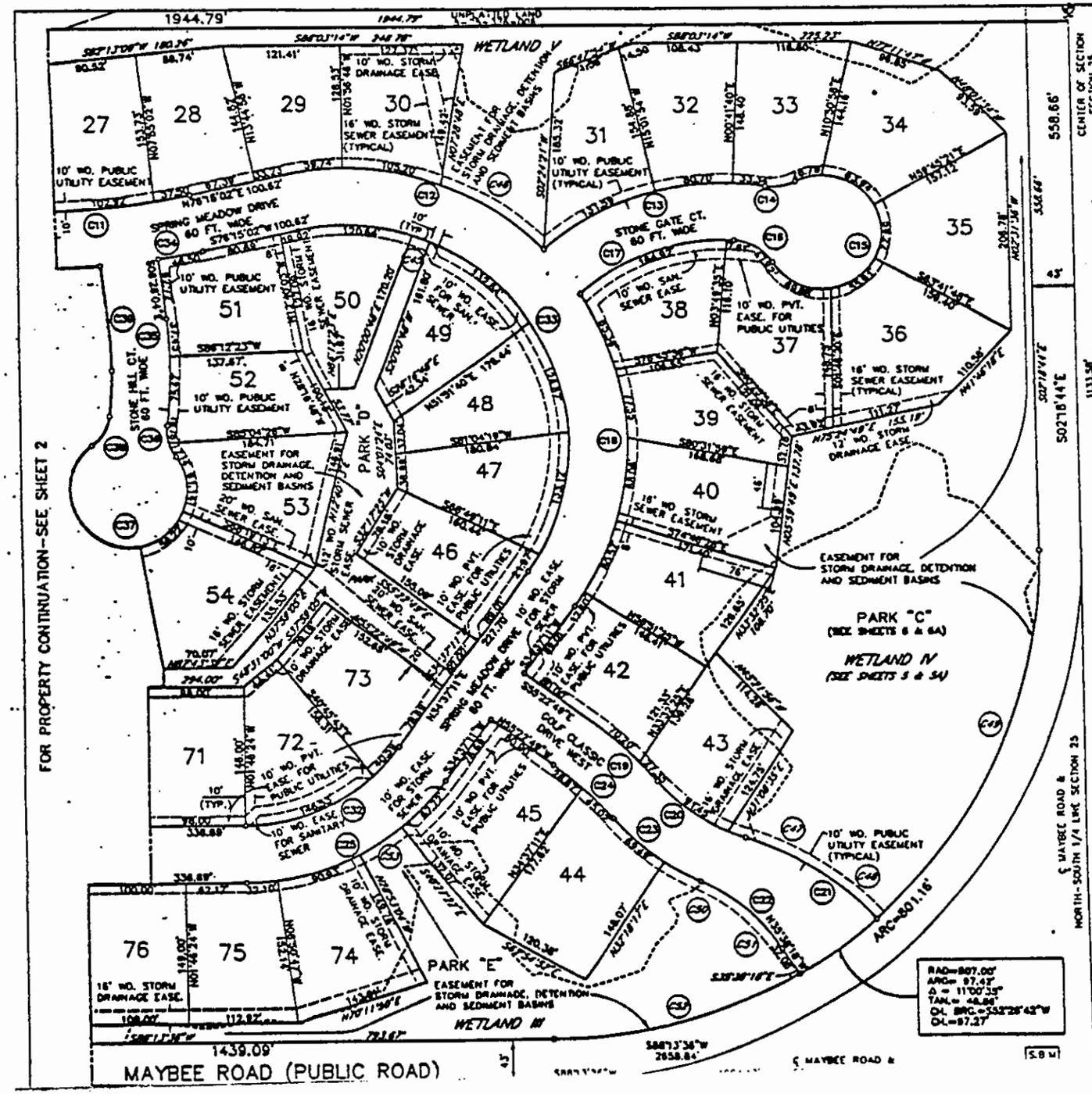
SURVEY PLAN

DEVELOPER: PARK COMMONS, L.L.C.
C/O 80 HALTINER STREET
P.O. BOX 18500
RIVER ROUGE, MICHIGAN 48218

SURVEYOR: RAYMOND J. DONNELLY & ASSOCIATES, INC.
6915 ROCHESTER ROAD SUITE 100
TROY, MICHIGAN 48098

DATE: FEB., 1996

JOB NO. 94058C



NOTES:

1. BEARINGS ARE RELATED TO TRUE NORTH AS DETERMINED BY SOLAR OBSERVATION NOVEMBER 15, 1995.
2. STONE MEADOW PROPERTY DOES NOT LIE IN FLOOD HAZARD AREA DETERMINED BY NATIONAL FLOOD INSURANCE PROGRAM FOR INDEPENDENCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN COMMUNITY PANEL NUMBER 260475 0009 B, DATED MAY 16, 1983.
3. ERROR OF CLOSURE OF UNADJUSTED FIELD OBSERVATIONS WAS 1/35,000.

BENCH MARK DATA

SITE BENCH MARK NO. 1
RAILROAD SPIKE IN NORTH FACE OF TWIN 10" ASH.
LOCATED 7± SOUTHWEST OF THE SOUTH 1/4 CORNER OF SECTION 25.
ELEVATION = 996.51

SITE BENCH MARK NO. 2
RIM OF EXISTING SANITARY MANHOLE NO. 7.
LOCATED NEAR SOUTHWEST PROPERTY CORNER.
ELEVATION = 990.22

LEGEND

o SET CONCRETE MONUMENT

SURVEYOR'S CERTIFICATION

I, RAYMOND J. DONNELLY, PROFESSIONAL LAND SURVEYOR NO. 21563 OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 569 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, AND THAT THERE ARE NO EXISTING ENCROACHMENTS 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 NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

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

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

SIGNED: Raymond J. Donnelly DATE: 2-20-96

ISSUED FOR RECORDING FEBRUARY 20, 1996
REVISED JANUARY 29, 1996
PROPOSED JANUARY 18, 1996

0 50 100 200

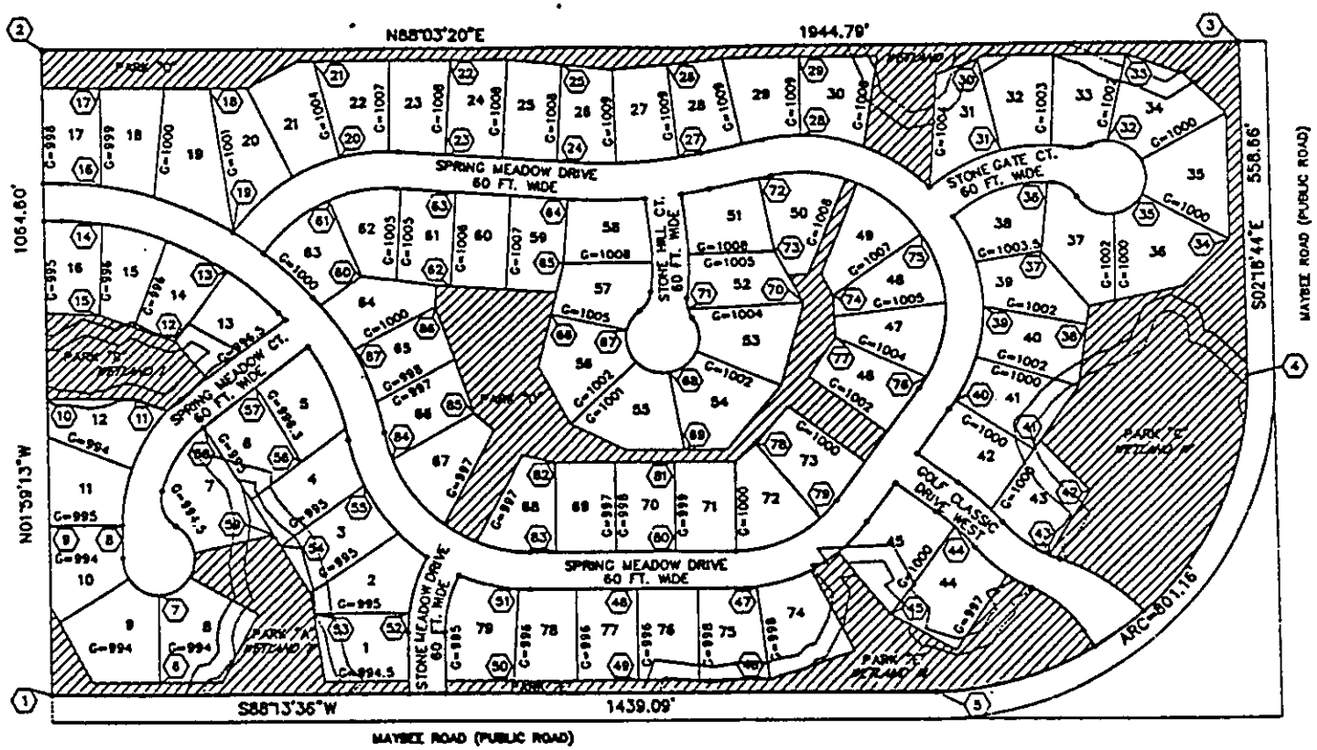
STONE MEADOW CONDOMINIUMS

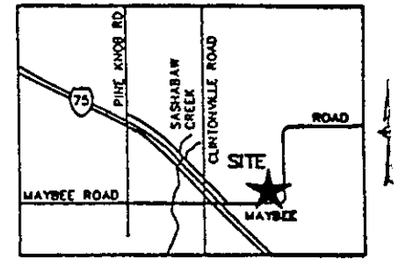
SURVEY PLAN

DEVELOPER: PARK COMMONS, L.L.C.
C/O 60 MALTINER STREET
P.O. BOX 18800
RIVER ROUGE, MICHIGAN 48218

SURVEYOR: RAYMOND J. DONNELLY & ASSOCIATES, INC.
6815 ROCHESTER ROAD SUITE 100
TROY, MICHIGAN

DATE: FEB., 1996
JOB NO.





LOCATION MAP
(N.T.S.)

SITE DATA

PARCEL SIZE = 46.44 ACRES
PROPOSED 79 UNITS
ZONED R-1-R RURAL RESIDENTIAL

LEGEND

- = SET CONCRETE MONUMENT
- (1) = COORDINATE POINT
- 7 = UNIT NUMBER
- G = LOT GRADE ELEVATION (U.S.C.S. DATUM)
- = GENERAL COMMON ELEMENT
- = UNITS OF OWNERSHIP
- = BUFFER LIMITS
- = LIMITS OF WETLANDS

0 100 200 400

UNIT NO.	UNIT (SQ. FT.)	UNIT NO.	UNIT (SQ. FT.)	UNIT NO.	UNIT (SQ. FT.)	UNIT NO.	UNIT (SQ. FT.)
1	18,087 S.F.	21	16,997 S.F.	41	18,058 S.F.	61	13,968 S.F.
2	15,299 S.F.	22	15,836 S.F.	42	16,661 S.F.	62	12,791 S.F.
3	15,704 S.F.	23	14,751 S.F.	43	15,658 S.F.	63	14,965 S.F.
4	16,290 S.F.	24	14,898 S.F.	44	18,743 S.F.	64	14,278 S.F.
5	15,195 S.F.	25	14,465 S.F.	45	19,648 S.F.	65	14,084 S.F.
6	14,927 S.F.	26	14,161 S.F.	46	14,926 S.F.	66	14,197 S.F.
7	20,407 S.F.	27	14,928 S.F.	47	14,524 S.F.	67	14,770 S.F.
8	19,873 S.F.	28	14,512 S.F.	48	14,556 S.F.	68	14,355 S.F.
9	20,242 S.F.	29	14,327 S.F.	49	14,605 S.F.	69	14,308 S.F.
10	15,285 SF	30	15,669 S.F.	50	15,296 S.F.	70	14,308 S.F.
11	14,985 SF	31	15,095 S.F.	51	14,521 S.F.	71	14,308 S.F.
12	15,228 SF	32	15,325 S.F.	52	15,034 S.F.	72	14,557 S.F.
13	16,403 S.F.	33	15,312 S.F.	53	17,054 S.F.	73	15,420 S.F.
14	14,374 S.F.	34	18,342 S.F.	54	18,241 S.F.	74	17,111 S.F.
15	13,380 SF	35	18,095 S.F.	55	16,848 S.F.	75	15,468 S.F.
16	14,170 SF	36	20,750 S.F.	56	18,066 S.F.	76	14,900 S.F.
17	14,665 SF	37	17,439 S.F.	57	18,159 S.F.	77	14,900 S.F.
18	16,277 S.F.	38	14,279 S.F.	58	14,421 S.F.	78	14,728 S.F.
19	20,187 S.F.	39	14,758 S.F.	59	14,365 S.F.	79	16,033 S.F.
20	16,856 S.F.	40	16,074 S.F.	60	14,130 S.F.		

ISSUED FOR RECORDING
FEBRUARY 20, 1996

STONE MEADOW CONDOMINIUMS

SITE PLAN

DEVELOPER: PARK COMMONS, L.L.C.
C/O 60 HALTINER STREET
P.O. BOX 18500
RIVER ROUGE, MICHIGAN 48218

SURVEYOR: RAYMOND J. DONNELLY & ASSOCIATES, INC.
6915 ROCHESTER ROAD SUITE 100
TROY, MICHIGAN 48098
(810) 879-8510 FAX (810) 879-9129

DATE: FEB., 1996
JOB NO. 94058C

COORD. NO.	NORTH	EAST
1	5838.4257	3004.7949
2	6102.3875	2967.8850
3	6168.3769	4911.5554
4	5610.1703	4934.0942
5	5082.9585	4443.1962
6	5063.9377	3182.5196
7	5206.7271	3178.0908
8	5317.7566	3114.4210
9	5313.5915	2995.2492
10	5319.9136	2988.0916
11	5524.9861	3133.2285
12	5623.8174	3197.9299
13	5749.1098	3278.7752
14	5821.7457	3071.7912
15	5666.5508	3070.0790
16	5882.2105	3069.6779
17	6041.0094	3064.1279
18	6047.3248	3244.8242
19	5813.7915	3287.8887
20	5939.2387	3459.4119
21	6097.8154	3413.5318
22	6105.4129	3637.1267
23	5948.9474	3632.3508
24	5943.3528	3815.6375
25	6102.1457	3820.4844
26	6108.4037	3993.7795
27	5956.1382	4014.9549
28	5996.2178	4208.3939
29	6124.6755	4204.0291
30	6129.2137	4492.3483
31	5979.6344	4532.5165
32	6000.9909	4703.6400
33	6142.5737	4730.7746
34	5843.7865	4901.6862
35	5914.4191	4758.7928
36	5930.2321	4607.0684
37	5814.3859	4599.3201
38	5689.6311	4674.4121
39	5717.3745	4508.0338
40	5556.4834	4466.4466
41	5479.6502	4593.4654
42	5414.3211	4684.7012
43	5387.5506	4620.1834
44	5349.8052	4468.8788
45	5203.6332	4367.9672
46	5094.7252	4176.9501
47	5245.0518	4153.5533
48	5237.0451	3959.5255
49	5088.1365	3964.1363
50	5081.8345	3768.8851

COORD. NO.	NORTH	EAST
51	5231.6925	3765.6567
52	5186.2753	3587.9864
53	5181.4297	3431.3931
54	5290.4867	3374.9743
55	5393.4175	3509.4816
56	5428.5861	3406.2340
57	5549.9312	3329.6828
58	5480.5115	3246.2605
59	5308.0201	3063.0980
60	5745.1813	3499.1094
61	5869.5825	3443.3122
62	5731.4295	3645.6814
63	5888.3664	3650.4714
64	5882.7517	3834.4169
65	5775.5540	3829.4819
66	5687.5658	3810.5592
67	5662.6133	3935.1853
68	5592.0962	4006.2596
69	5464.8308	4032.7838
70	5717.7672	4218.4354
71	5781.9074	4034.4876
72	5925.0588	4144.2236
73	5805.9445	4170.9963
74	5731.3708	4266.4341
75	5840.3372	4405.2096
76	5594.3677	4419.1285
77	5657.5224	4271.6285
78	5477.4022	4148.5095
79	5357.4902	4251.8754
80	5299.0228	4021.8044
81	5444.9521	4017.2965
82	5438.8868	3821.3883
83	5292.9368	3825.8983
84	5436.5491	3555.3941
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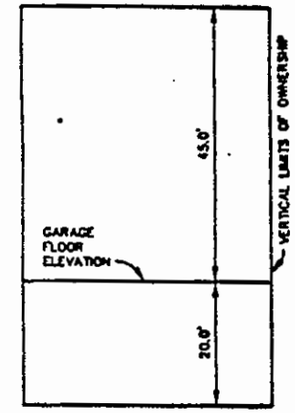
86	5694.9607	3620.4637
87	5615.9766	3488.2270



TYPICAL CROSS SECTION OF UNIT
(NOT TO SCALE)

ISSUED FOR RECORDING
FEBRUARY 20, 1996

PROPOSED JANUARY 18, 1996

STONE MEADOW CONDOMINIU

SITE PLAN

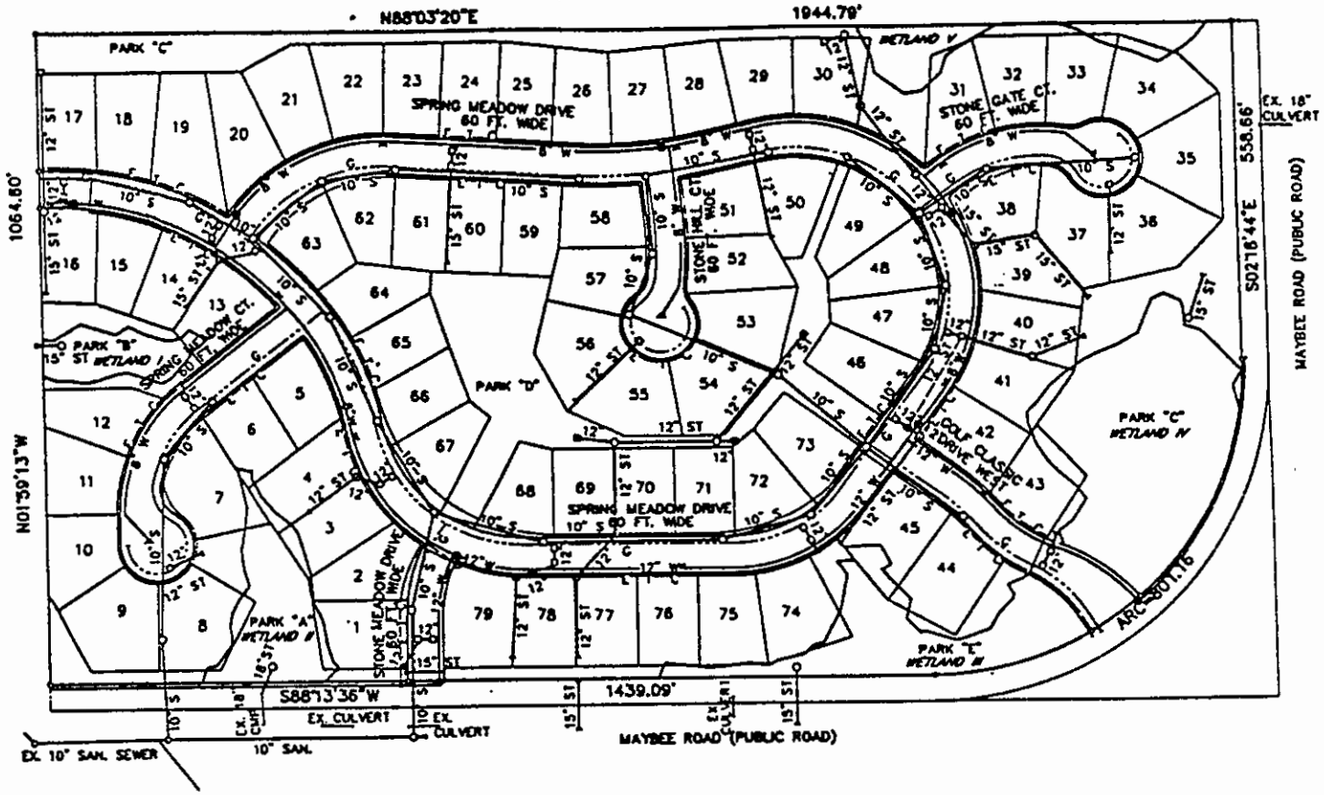
DEVELOPER: PARK COMMONS, L.L.C.
C/O 60 HALTINER STREET
P.O. BOX 18500
RIVER ROUGE, MICHIGAN 48218

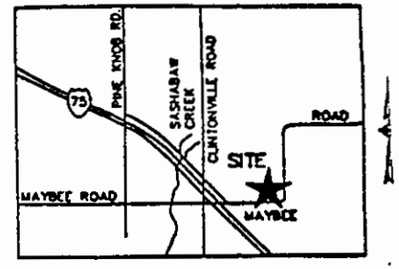
SURVEYOR: RAYMOND J. DONNELLY & ASSOCIATES, INC.
6915 ROCHESTER ROAD SUITE 100
TROY, MICHIGAN 48098
(810) 879-8510 FAX (810) 879-9129

DATE: FEB., 1

JOB NO. 9405

SHEET OF





LOCATION MAP
(N.T.S.)

UTILITY LEGEND

▲	HYDRANT
●	GATE VALVE & WELL
▫	CATCH BASIN
○	SANITARY & STORM MANHOLE
⊠	STORM OUTLET DEVICE
—W—	WATER MAIN
—S—	SANITARY SEWER
—ST—	STORM SEWER
—G—	GAS MAIN
—E—T—C—	ELECTRIC, TELEPHONE & CABLE T.V.
OH	OVERHEAD
UG	UNDERGROUND

GENERAL NOTES

ALL UNITS TO BE SERVICED WITH SANITARY SEWER AND WATER BY INDEPENDENCE TOWNSHIP. SANITARY SEWER AND WATER INFORMATION AS SHOWN OBTAINED FROM INDEPENDENCE TOWNSHIP RECORDS.

STORM SEWER, AS SHOWN, INFORMATION OBTAINED FROM INDEPENDENCE TOWNSHIP RECORDS.

ALL UNITS TO BE SERVICED WITH GAS BY CONSUMERS POWER COMPANY, ELECTRIC BY DETROIT EDISON COMPANY, TELEPHONE BY AMERITECH TELEPHONE COMPANY AND CABLE T.V. BY TCI CABLEVISION COMPANY.

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

GAS, ELECTRIC AND TELEPHONE LINES NOT SHOWN ON DRAWING PLANS AS OF THIS DATE HAVE NOT BEEN COMPLETED. GAS, ELECTRIC AND TELEPHONE LINES WILL BE SHOWN ON AS-BUILT PLANS.

0 100 200 400

STONE MEADOW CONDOMINIUMS

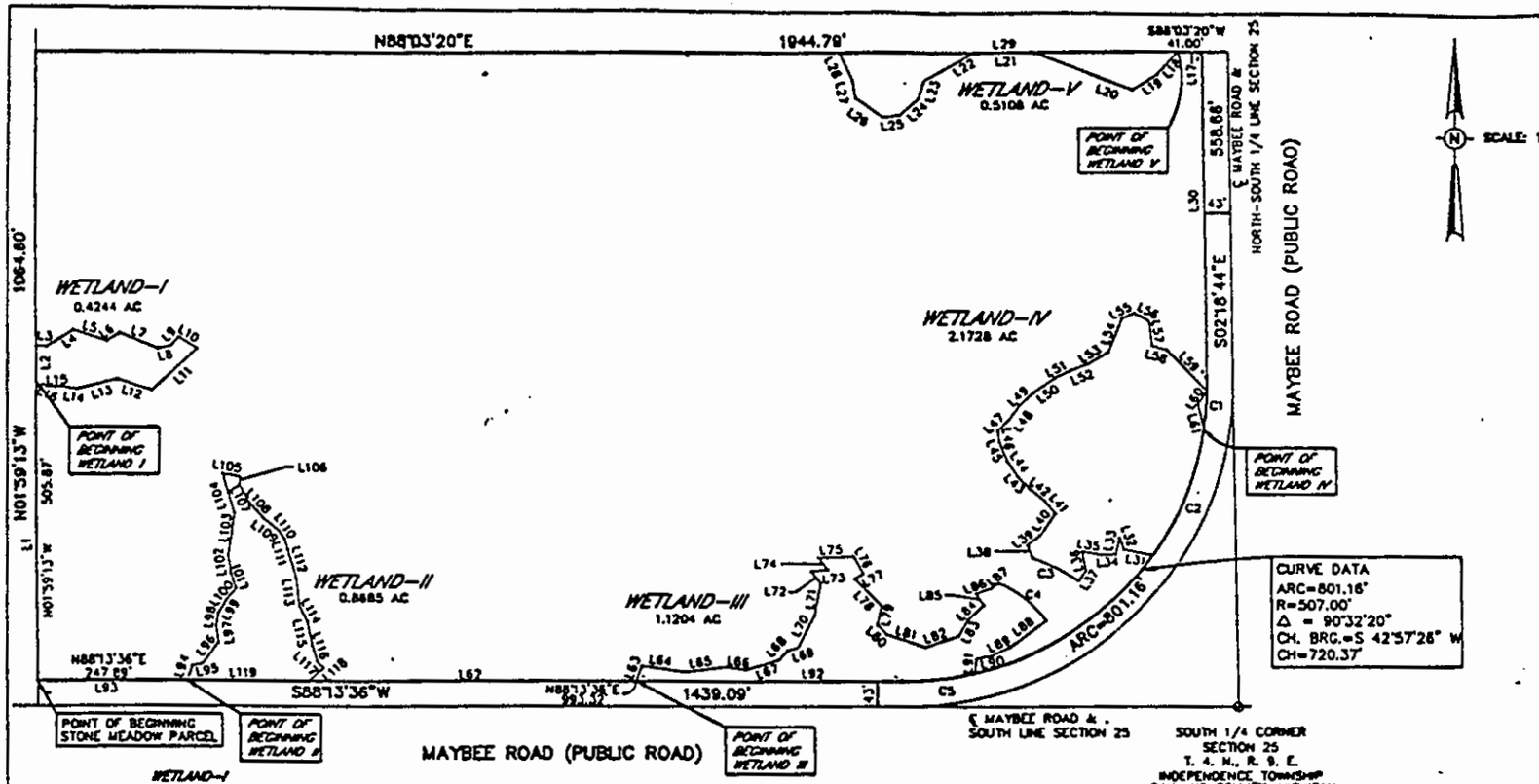
UTILITY PLAN

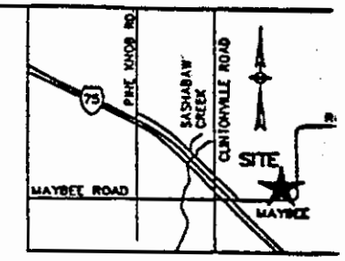
DEVELOPER: PARK COMMONS, L.L.C.
C/O 60 MALTINER STREET
P.O. BOX 18500
RIVER ROUGE, MICHIGAN 48218

SURVEYOR: RAYMOND J. DONNELLY & ASSOCIATES, INC.
6815 ROCHESTER ROAD SUITE 100
TROY, MICHIGAN 48098
(810) 879-8510 FAX (810) 879-8179

DATE: FEB., 1996
JOB NO. 94058C

ISSUED FOR RECORDING
FEBRUARY 20, 1996
REVISED FEBRUARY 20, 1996





LOCATION MAP
(N.T.S.)

WETLAND-I

LINE	DIRECTION	DISTANCE
L1	N01°39'13"W	505.87'
L2	N01°39'13"W	60.20'
L3	S85°46'20"E	17.82'
L4	N56°13'40"E	52.00'
L5	S72°46'20"E	60.00'
L6	N55°13'40"E	25.70'
L7	S69°57'20"E	69.09'
L8	N76°13'40"E	21.60'
L9	N42°13'40"E	20.00'
L10	S59°46'20"E	35.00'
L11	S44°34'40"W	103.63'
L12	N73°23'07"W	60.14'
L13	S74°30'26"W	70.99'
L14	N81°46'20"W	25.76'
L15	S88°13'40"W	22.60'
L16	N69°06'00"W	22.09'

WETLAND-II

LINE	DIRECTION	DISTANCE
L93	N88°13'36"E	247.89'
L94	N18°21'29"E	25.97'
L95	N76°57'01"E	17.00'
L96	N36°13'52"E	43.93'
L97	N08°49'39"W	28.19'
L98	N07°51'25"E	20.50'
L99	N27°42'19"E	26.44'
L100	N37°24'19"E	26.47'
L101	N20°05'13"W	27.81'
L102	N06°14'13"W	33.02'
L103	N06°18'32"E	71.39'
L104	N17°30'23"W	89.58'
L105	S81°44'52"E	29.00'
L106	S04°58'34"W	12.80'
L107	S28°47'46"E	35.10'
L108	S42°39'41"E	36.07'
L109	S53°19'29"E	31.07'
L110	S36°24'39"E	17.82'
L111	S17°46'34"E	18.80'
L112	S17°17'58"E	51.18'
L113	S06°17'28"E	49.71'
L114	S28°49'15"E	28.81'
L115	S12°11'25"E	37.94'
L116	S19°11'59"E	30.83'
L117	S47°06'27"E	14.28'
L118	S47°33'50"W	33.53'
L119	S88°13'36"W	201.19'

WETLAND-III

LINE	DIRECTION	DISTANCE
L62	N88°13'36"E	99.32'
L63	N20°48'41"E	27.05'
L64	S84°15'46"E	74.23'
L65	N80°52'56"E	66.03'
L66	S83°45'41"E	34.03'
L67	N71°24'30"E	57.59'
L68	N42°33'35"E	20.89'
L69	N71°44'24"E	17.89'
L70	N26°40'09"E	59.80'
L71	N09°25'22"E	57.59'
L72	N39°15'21"W	25.77'
L73	N83°11'39"E	28.09'
L74	N36°20'46"W	26.16'
L75	N85°47'24"E	58.28'
L76	S29°15'10"E	34.48'
L77	S58°30'21"W	16.70'
L78	S44°42'40"E	64.72'
L79	S10°49'11"W	33.17'
L80	S44°45'18"E	22.80'
L81	S74°14'21"E	66.78'
L82	N83°21'32"E	57.31'
L83	N28°07'25"E	30.60'
L84	N43°57'45"E	36.45'
L85	N34°08'53"W	23.04'
L86	N67°39'22"E	27.04'
L87	N50°03'28"E	15.00'

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C4	200.00'	102.19'	101.08'	S51°45'46"E	29°16'33"

LINE	DIRECTION	DISTANCE
L88	S52°50'28"W	74.29'
L89	S63°34'52"W	33.98'
L90	S76°53'31"W	23.78'
L91	S05°53'38"W	24.82'

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C5	507.00'	117.77'	117.51'	S81°34'19"W	13°18'34"

LINE	DIRECTION	DISTANCE
L92	S88°13'36"W	445.77'

WETLAND-IV

LINE	DIRECTION	DISTANCE
L30	S02°18'44"E	558.66'

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	507.00'	83.43'	83.33'	S02°24'07"W	09°25'42"
C2	507.00'	234.68'	232.78'	S20°23'16"W	26°32'36"

LINE	DIRECTION	DISTANCE
L31	N80°43'28"W	49.98'
L32	N21°03'56"W	22.97'
L33	S10°19'45"W	30.79'
L34	S86°40'48"W	24.51'
L35	N80°57'04"W	31.92'
L36	S11°40'54"E	33.31'
L37	S30°48'19"W	21.88'

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C3	300.00'	84.21'	83.92'	N63°41'44"W	16°27'57"

LINE	DIRECTION	DISTANCE
L38	N20°44'08"W	24.09'
L39	N30°40'58"E	27.77'
L40	N31°18'32"E	44.44'
L41	N39°20'50"W	28.54'
L42	N51°34'49"W	30.77'
L43	N45°55'24"W	29.16'
L44	N35°13'53"W	32.48'
L45	N23°18'37"W	34.86'
L46	N07°10'11"W	18.60'
L47	N43°09'21"E	24.23'
L48	N35°08'41"E	30.90'
L49	N46°06'07"E	31.46'
L50	N54°13'38"E	42.50'
L51	N62°22'40"E	27.27'
L52	N67°14'30"E	44.44'
L53	N57°48'57"E	30.79'
L54	N20°21'37"E	40.30'
L55	N63°19'59"E	61.18'
L56	S64°47'19"E	22.75'
L57	S09°49'07"E	28.43'
L58	S74°05'57"E	41.77'
L59	S46°09'39"E	26.78'
L60	S28°32'21"W	94.67'
L61	S13°57'57"E	27.33'

WETLAND-V

LINE	DIRECTION	DISTANCE
L17	S88°03'20"W	41.00'
L18	S40°58'28"W	33.61'
L19	S55°53'51"W	50.42'
L20	N70°05'07"W	177.52'
L21	S88°03'20"W	93.05'
L22	S57°20'29"W	96.39'
L23	S15°35'20"W	32.15'
L24	S45°29'02"W	42.06'
L25	S79°18'26"W	27.65'
L26	N55°14'17"W	57.51'
L27	N11°01'48"W	29.40'
L28	N26°18'39"W	53.95'
L29	N88°03'20"E	562.86'

0 100 200 400

NOTE: SEE SHEET 5A OF 7 FOR LEGAL DESCRIPTION

STONE MEADOW CONDOMINIUM

WETLAND AREAS

DEVELOPER: PARK COMMONS, L.L.C.
C/O 80 HALTINER STREET
P.O. BOX 18500
RIVER ROUGE, MICHIGAN 48218

SURVEYOR: RAYMOND J. DONNELLY & ASSOCIATES, INC.
5815 ROCHESTER ROAD SUITE 100
TROY, MICHIGAN 48098
(810) 879-8510 FAX (810) 879-9129

DATE: FEB., 199
JOB NO. 94058C
SHEET 5 OF

ISSUED FOR RECORDING
FEBRUARY 20, 1996

PROPOSED JANUARY 18, 1996

LEGAL DESCRIPTION OF WETLAND I OF STONE MEADOW

LAND IN PART OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 4 NORTH, RANGE 9 EAST, INDEPENDENCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AND AS SURVEYED BY RAYMOND J. DONNELLY, RLS #21563 IN NOVEMBER, 1995 AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF STONE MEADOW, AND PROCEEDING THENCE NORTH 01° 59' 13" WEST 505.67 FEET ALONG THE WEST LINE OF STONE MEADOW, TO THE POINT OF BEGINNING OF WETLAND I;

THENCE CONTINUING ALONG THE WEST LINE OF STONE MEADOW, NORTH 01° 59' 13" WEST 60.20 FEET;
THENCE SOUTH 85° 46' 20" EAST 17.82 FEET;
THENCE NORTH 56° 13' 40" EAST 52.00 FEET;
THENCE SOUTH 72° 46' 20" EAST 60.00 FEET;
THENCE NORTH 55° 13' 40" EAST 25.70 FEET;
THENCE SOUTH 69° 57' 20" EAST 69.09 FEET;
THENCE NORTH 76° 13' 40" EAST 21.60 FEET;
THENCE NORTH 42° 13' 40" EAST 20.00 FEET;
THENCE SOUTH 59° 46' 20" EAST 35.00 FEET;
THENCE SOUTH 44° 34' 40" WEST 103.63 FEET;
THENCE NORTH 73° 23' 07" WEST 60.14 FEET;
THENCE SOUTH 74° 30' 26" WEST 70.99 FEET;
THENCE NORTH 81° 46' 20" WEST 25.76 FEET;
THENCE SOUTH 88° 13' 40" WEST 22.60 FEET;
THENCE NORTH 65° 06' 00" WEST 22.09 FEET BACK TO THE POINT OF BEGINNING. CONTAINING 0.4244 ACRES OF LAND.

LEGAL DESCRIPTION OF WETLAND II OF STONE MEADOW

LAND IN PART OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 4 NORTH, RANGE 9 EAST, INDEPENDENCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AND AS SURVEYED BY RAYMOND J. DONNELLY, RLS #21563 IN NOVEMBER, 1995 AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF STONE MEADOW, AND PROCEEDING THENCE NORTH 88° 13' 36" EAST 247.89 FEET ALONG THE SOUTH LINE OF STONE MEADOW TO THE POINT OF BEGINNING OF WETLAND II;

THENCE NORTH 18° 21' 29" EAST 23.97 FEET;
THENCE NORTH 76° 57' 01" EAST 17.00 FEET;
THENCE NORTH 36° 13' 52" EAST 43.93 FEET;
THENCE NORTH 08° 49' 39" WEST 28.19 FEET;
THENCE NORTH 07° 51' 25" EAST 20.50 FEET;
THENCE NORTH 27° 42' 19" EAST 26.44 FEET;
THENCE NORTH 37° 24' 19" EAST 26.47 FEET;
THENCE NORTH 20° 05' 13" WEST 27.61 FEET;
THENCE NORTH 08° 14' 13" WEST 33.02 FEET;
THENCE NORTH 06° 16' 32" EAST 71.39 FEET;
THENCE NORTH 17° 30' 53" WEST 69.58 FEET;
THENCE SOUTH 81° 44' 52" EAST 29.00 FEET;
THENCE SOUTH 04° 58' 54" WEST 12.60 FEET;
THENCE SOUTH 29° 47' 46" EAST 33.10 FEET;
THENCE SOUTH 42° 39' 41" EAST 36.07 FEET;
THENCE SOUTH 53° 18' 29" EAST 31.07 FEET;
THENCE SOUTH 36° 24' 39" EAST 17.92 FEET;
THENCE SOUTH 17° 46' 34" EAST 18.80 FEET;
THENCE SOUTH 17° 17' 56" EAST 51.18 FEET;
THENCE SOUTH 06° 17' 28" EAST 49.71 FEET;
THENCE SOUTH 28° 49' 15" EAST 28.81 FEET;
THENCE SOUTH 12° 11' 25" EAST 37.94 FEET;
THENCE SOUTH 19° 11' 59" EAST 30.83 FEET;
THENCE SOUTH 47° 06' 27" EAST 14.28 FEET;
THENCE SOUTH 47° 35' 50" WEST 33.33 FEET;
THENCE SOUTH 88° 13' 36" WEST 201.19 FEET;
ALONG THE SOUTH LINE OF STONE MEADOW, BACK TO THE POINT OF BEGINNING. CONTAINING 0.8685 ACRES OF LAND.

LEGAL DESCRIPTION OF WETLAND III OF STONE MEADOW

LAND IN PART OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 4 NORTH, RANGE 9 EAST, INDEPENDENCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AND AS SURVEYED BY RAYMOND J. DONNELLY, RLS #21563 IN NOVEMBER, 1995 AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF STONE MEADOW, AND PROCEEDING THENCE NORTH 88° 13' 36" EAST 993.32 FEET ALONG THE SOUTH LINE OF STONE MEADOW TO THE POINT OF BEGINNING OF WETLAND III;

THENCE NORTH 20° 48' 41" EAST 27.05 FEET;
THENCE SOUTH 64° 15' 46" EAST 74.23 FEET;
THENCE NORTH 80° 52' 56" EAST 66.03 FEET;
THENCE SOUTH 83° 45' 41" EAST 34.03 FEET;
THENCE NORTH 71° 24' 30" EAST 57.59 FEET;
THENCE NORTH 42° 33' 35" EAST 20.99 FEET;
THENCE NORTH 71° 44' 24" EAST 17.89 FEET;
THENCE NORTH 28° 40' 09" EAST 59.80 FEET;
THENCE NORTH 09° 25' 22" EAST 57.59 FEET;
THENCE NORTH 39° 15' 21" WEST 25.77 FEET;
THENCE NORTH 83° 11' 39" EAST 28.09 FEET;
THENCE NORTH 38° 20' 46" WEST 26.16 FEET;
THENCE NORTH 85° 47' 24" EAST 58.28 FEET;
THENCE SOUTH 29° 15' 10" EAST 34.48 FEET;
THENCE SOUTH 58° 30' 21" WEST 16.70 FEET;
THENCE SOUTH 44° 47' 40" EAST 84.72 FEET;
THENCE SOUTH 10° 49' 11" WEST 33.17 FEET;
THENCE SOUTH 46° 45' 18" EAST 22.80 FEET;
THENCE SOUTH 74° 14' 21" EAST 66.79 FEET;
THENCE NORTH 89° 23' 32" EAST 57.31 FEET;
THENCE NORTH 28° 07' 25" EAST 30.60 FEET;
THENCE NORTH 43° 57' 45" EAST 36.45 FEET;
THENCE NORTH 34° 06' 52" WEST 23.04 FEET;
THENCE NORTH 87° 39' 22" EAST 27.04 FEET;
THENCE NORTH 50° 03' 28" EAST 15.00 FEET TO THE WEST ROW LINE OF GOLF CLASSIC DRIVE WEST; THENCE SOUTHEASTERLY 102.19 FEET ALONG THE ARC OF A 200 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 29° 18' 33" AND CHORD BEARING AND DISTANCE OF SOUTH 51° 43' 48" EAST 101.08 FEET;

THENCE SOUTH 52° 50' 28" WEST 74.29 FEET;
THENCE SOUTH 63° 34' 52" WEST 33.98 FEET;
THENCE SOUTH 76° 55' 31" WEST 23.78 FEET;
THENCE SOUTH 05° 53' 36" WEST 24.82 FEET TO THE SOUTH LINE OF STONE MEADOW; THENCE SOUTHWESTERLY 117.77 FEET ALONG THE ARC OF A 507 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 13° 18' 34" AND CHORD BEARING AND DISTANCE OF SOUTH 81° 34' 19" WEST 117.51 FEET; THENCE SOUTH 88° 13' 36" WEST 445.77 FEET BACK TO THE POINT OF BEGINNING. CONTAINING 1.1204 ACRES OF LAND.

LEGAL DESCRIPTION OF WETLAND IV OF STONE MEADOW

LAND IN PART OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 4 NORTH, RANGE 9 EAST, INDEPENDENCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AND AS SURVEYED BY RAYMOND J. DONNELLY, RLS #21563 IN NOVEMBER, 1995 AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF STONE MEADOW, AND PROCEEDING THENCE SOUTH 02° 18' 44" EAST 558.66 FEET AND SOUTHWESTERLY 83.43 FT ALONG THE ARC OF A 507 FT RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 09° 25' 42" AND CHORD BEARING AND DISTANCE OF SOUTH 02° 24' 07" WEST 83.33 FEET ALONG THE EAST LINE OF STONE MEADOW TO THE POINT OF BEGINNING OF WETLAND IV;

THENCE CONTINUING SOUTHWESTERLY 234.88 FEET ALONG THE ARC OF A 507 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 28° 32' 36" AND CHORD BEARING AND DISTANCE OF SOUTH 20° 23' 16" WEST 232.78 FEET;

THENCE NORTH 80° 43' 28" WEST 49.98 FEET;
THENCE NORTH 21° 03' 56" WEST 22.87 FEET;
THENCE SOUTH 10° 19' 45" WEST 30.79 FEET;
THENCE SOUTH 86° 40' 46" WEST 24.51 FEET;
THENCE NORTH 80° 57' 04" WEST 31.92 FEET;
THENCE SOUTH 11° 40' 54" EAST 33.31 FEET;
THENCE SOUTH 30° 46' 19" WEST 21.88 FEET TO THE EAST ROW LINE OF GOLF CLASSIC DRIVE WEST; THENCE NORTHWESTERLY 86.21 FT ALONG THE ARC OF A 300 FT. RADIUS CURVE TO THE LEFT, CENTRAL ANGLE OF 16° 27' 57" AND CHORD BEARING AND DISTANCE OF NORTH 63° 41' 44" WEST 85.92 FEET;

THENCE NORTH 20° 44' 08" WEST 24.08 FEET;
THENCE NORTH 50° 40' 58" EAST 27.77 FEET;
THENCE NORTH 31° 16' 52" EAST 44.44 FEET;
THENCE NORTH 39° 20' 50" WEST 28.54 FEET;
THENCE NORTH 51° 36' 49" WEST 30.77 FEET;
THENCE NORTH 45° 55' 24" WEST 29.16 FEET;
THENCE NORTH 35° 13' 53" WEST 32.48 FEET;
THENCE NORTH 23° 16' 37" WEST 34.86 FEET;
THENCE NORTH 07° 10' 11" WEST 18.60 FEET;
THENCE NORTH 43° 09' 21" EAST 24.23 FEET;
THENCE NORTH 35° 08' 41" EAST 30.90 FEET;
THENCE NORTH 44° 06' 07" EAST 31.46 FEET;
THENCE NORTH 54° 13' 38" EAST 42.50 FEET;
THENCE NORTH 62° 22' 40" EAST 27.27 FEET;
THENCE NORTH 67° 14' 30" EAST 30.79 FEET;
THENCE NORTH 57° 48' 57" EAST 40.30 FEET;
THENCE NORTH 20° 21' 37" EAST 61.18 FEET;
THENCE NORTH 63° 19' 59" EAST 22.75 FEET;
THENCE SOUTH 64° 47' 19" EAST 28.45 FEET;
THENCE SOUTH 09° 49' 07" EAST 41.77 FEET;
THENCE SOUTH 74° 05' 57" EAST 26.78 FEET;
THENCE SOUTH 46° 09' 36" EAST 94.67 FEET;
THENCE SOUTH 28° 32' 21" WEST 27.55 FEET;
THENCE SOUTH 13° 57' 57" EAST 41.89 FEET BACK TO THE POINT OF BEGINNING. CONTAINING 2.1728 ACRES OF LAND.

LEGAL DESCRIPTION OF WETLAND V OF STONE MEADOW

LAND IN PART OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 4 NORTH, RANGE 9 EAST, INDEPENDENCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AND AS SURVEYED BY RAYMOND J. DONNELLY, RLS #21563 IN NOVEMBER, 1995 AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF STONE MEADOW AND PROCEEDING THENCE SOUTH 88° 03' 20" WEST 41.00 FEET ALONG THE NORTH LINE OF STONE MEADOW, TO THE POINT OF BEGINNING OF WETLAND V;

THENCE SOUTH 40° 58' 28" WEST 53.81 FEET;
THENCE SOUTH 55° 53' 51" WEST 50.42 FEET
THENCE NORTH 70° 05' 07" WEST 177.52 FEET;
THENCE SOUTH 88° 03' 20" WEST 95.05 FEET;
THENCE SOUTH 57° 20' 29" WEST 96.39 FEET;
THENCE SOUTH 15° 35' 20" WEST 32.15 FEET;
THENCE SOUTH 45° 29' 02" WEST 42.06 FEET;
THENCE SOUTH 79° 18' 26" WEST 27.65 FEET;
THENCE NORTH 85° 14' 17" WEST 57.51 FEET;
THENCE NORTH 11° 01' 48" WEST 29.40 FEET;
THENCE NORTH 26° 18' 39" WEST 83.95 FEET;
THENCE NORTH 88° 03' 20" EAST 362.88 FEET ALONG THE NORTH LINE OF STONE MEADOW, BACK TO THE POINT OF BEGINNING. CONTAINING 0.5108 ACRES OF LAND.

LEGAL DESCRIPTION OF WETLAND BUFFER AREAS OF STONE MEADOW

A 25 FT. WIDE BUFFER AREA ADJACENT TO EACH OF WETLANDS I THROUGH V, BOTH INCLUSIVE, BEING PARALLEL AND PERPENDICULAR TO THE PERIMETER OUTLINE OF SAID WETLANDS I THROUGH V, MEASURING 25 FEET FROM THE PERIMETER OUTLINE OF EACH OF WETLANDS I THROUGH V. THE 25 FT. WIDE BUFFER AREAS SHALL EXTEND OUTWARDLY FROM THE WETLANDS INTO THE PROPOSED SITE CONDOMINIUM UNITS AND OPEN SPACES, PARKS A, B, C AND E, BUT THEIR OUTWARD EXTENSIONS SHALL TERMINATE WITH THEIR INTERSECTION WITH THE EXTERIOR BOUNDARY OF STONE MEADOW AND WITH THEIR INTERSECTION WITH THE INTERIOR ROADS TO BE DEDICATED AS PUBLIC ROADS BY THE PROPERTY OWNER AND DEVELOPER, PARK COMMONS, L.L.C.

ISSUED FOR RECORDING
FEBRUARY 20, 1996

PROPOSED JANUARY 18, 1996

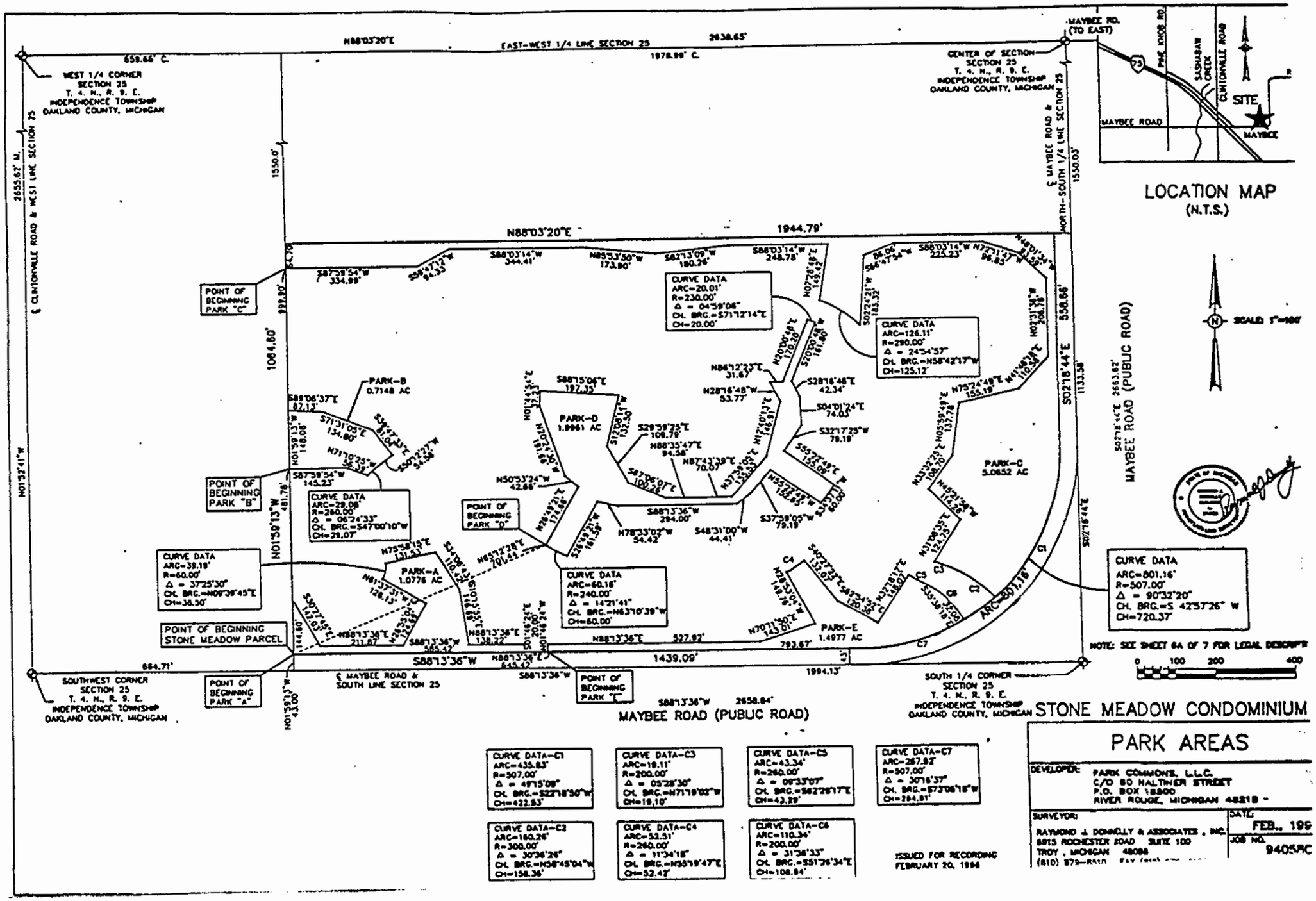
STONE MEADOW CONDOMINIUMS

WETLAND AREAS

DEVELOPER: PARK COMMONS, L.L.C.
C/O 60 HALTINER STREET
P.O. BOX 18500
RIVER ROUGE, MICHIGAN 48218

SURVEYOR: RAYMOND J. DONNELLY & ASSOCIATES, INC.
6815 ROCHESTER ROAD SUITE 100
TROY, MICHIGAN 48098
(810) 879-8510 FAX (810) 879-8129

DATE: FEB., 1996
JOB NO. 94058C
SHEET OF


EAST-WEST 1/4 LINE SECTION 25
WEST 1/4 CORNER SECTION 25 T. 4. N., R. 9. E. INDEPENDENCE TOWNSHIP OAKLAND COUNTY, MICHIGAN
CENTER OF SECTION SECTION 25 T. 4. N., R. 9. E. INDEPENDENCE TOWNSHIP OAKLAND COUNTY, MICHIGAN
SOUTHWEST CORNER SECTION 25 T. 4. N., R. 9. E. INDEPENDENCE TOWNSHIP OAKLAND COUNTY, MICHIGAN
SOUTH 1/4 CORNER SECTION 25 T. 4. N., R. 9. E. INDEPENDENCE TOWNSHIP OAKLAND COUNTY, MICHIGAN
℄ CLINTONVILLE ROAD & WEST LINE SECTION 25
℄ MAYBEE ROAD & SOUTH LINE SECTION 25
℄ MAYBEE ROAD & NORTH-SOUTH 1/4 LINE SECTION 25
MAYBEE ROAD (PUBLIC ROAD)
MAYBEE ROAD (TO EAST)
LOCATION MAP (N.T.S.)
SITE
MAYBEE
SCALED 1"=100'
POINT OF BEGINNING PARK "A"
POINT OF BEGINNING PARK "B"
POINT OF BEGINNING PARK "C"
POINT OF BEGINNING PARK "D"
POINT OF BEGINNING PARK "E"
POINT OF BEGINNING STONE MEADOW PARCEL
PARK-A 1.0776 AC
PARK-B 0.7148 AC
PARK-C 5.0652 AC
PARK-D 1.9961 AC
PARK-E 1.4977 AC
CURVE DATA ARC=20.01' R=230.00' Δ = 04°59'06" CH. BRG.=S71°12'14"E CH=20.00'
CURVE DATA ARC=126.11' R=290.00' Δ = 24°54'57" CH. BRG.=N58°42'17"W CH=125.12'
CURVE DATA ARC=29.08' R=260.00' Δ = 06°24'33" CH. BRG.=S47°00'10"W CH=29.07'
CURVE DATA ARC=38.18' R=60.00' Δ = 37°25'30" CH. BRG.=N09°38'45"E CH=38.50'
CURVE DATA ARC=60.18' R=240.00' Δ = 14°21'41" CH. BRG.=N63°10'39"W CH=60.00'
CURVE DATA ARC=801.16' R=507.00' Δ = 90°32'20" CH. BRG.=S 42°57'26" W CH=720.37'
NOTE: SEE SHEET 6A OF 7 FOR LEGAL DESCRIPTION
CURVE DATA-C1 ARC=435.83' R=507.00' Δ = 49°15'09" CH. BRG.=S22°18'30"W CH=422.93'
CURVE DATA-C2 ARC=160.26' R=300.00' Δ = 30°36'26" CH. BRG.=N58°45'04"W CH=158.36'
CURVE DATA-C3 ARC=19.11' R=200.00' Δ = 05°28'30" CH. BRG.=N71°19'02"W CH=19.10'
CURVE DATA-C4 ARC=52.51' R=260.00' Δ = 11°34'18" CH. BRG.=N35°19'47"E CH=52.42'
CURVE DATA-C5 ARC=43.34' R=260.00' Δ = 09°33'07" CH. BRG.=S62°28'17"E CH=43.29'
CURVE DATA-C6 ARC=110.34' R=200.00' Δ = 31°36'33" CH. BRG.=S51°26'34"E CH=108.94'
CURVE DATA-C7 ARC=267.92' R=507.00' Δ = 30°16'37" CH. BRG.=S73°08'18"W CH=264.81'
ISSUED FOR RECORDING FEBRUARY 20, 1996
STONE MEADOW CONDOMINIUM
PARK AREAS
DEVELOPER: PARK COMMONS, L.L.C. C/O 80 HALTNER STREET P.O. BOX 18800 RIVER ROUGE, MICHIGAN 48218
SURVEYOR: RAYMOND J. DONNELLY & ASSOCIATES, INC. 6915 ROCHESTER ROAD SUITE 100 TROY, MICHIGAN 48098 (810) 879-8510
DATE: FEB., 199
JOB NO. 9405RC

LEGAL DESCRIPTION OF PARK "A" OF STONE MEADOW

LAND IN PART OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 4 NORTH, RANGE 9 EAST, INDEPENDENCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AND AS SURVEYED BY RAYMOND J. DONNELLY, RLS #21563 IN NOVEMBER, 1995 AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF STONE MEADOW AND PROCEEDING THENCE NORTH 01° 59' 13" WEST 144.60 FEET ALONG THE WEST LINE OF STONE MEADOW;

THENCE SOUTH 30° 27' 45" EAST 142.03 FEET;
THENCE NORTH 88° 13' 36" EAST 211.87 FEET;
THENCE NORTH 26° 55' 04" EAST 124.69 FEET;
THENCE NORTH 61° 37' 31" WEST 126.13 FEET TO THE SOUTHEAST ROW LINE OF SPRING MEADOW COURT;
THENCE NORTHEASTERLY 39.19 FEET ALONG THE ARC OF A 60 FT RADIUS CURVE TO THE LEFT, CENTRAL ANGLE OF 37° 25' 30" AND CHORD BEARING AND DISTANCE OF NORTH 09° 39' 45" EAST 38.50 FEET;
THENCE NORTH 75° 58' 15" EAST 131.53 FEET;
THENCE SOUTH 34° 06' 43" EAST 110.42 FEET;
THENCE SOUTH 10° 15' 55" EAST 146.69 FEET;
THENCE NORTH 88° 13' 36" EAST 136.22 FEET TO THE WEST ROW LINE OF STONE MEADOW DRIVE;
THENCE ALONG SAID ROW LINE, SOUTH 01° 46' 24" EAST 20.00 FEET TO THE SOUTH LINE OF STONE MEADOW, THENCE ALONG THE SOUTH LINE OF STONE MEADOW, SOUTH 88° 13' 36" WEST 585.42 FEET, BACK TO THE POINT OF BEGINNING. CONTAINING 1.0776 ACRES OF LAND.

LEGAL DESCRIPTION OF PARK "B" OF STONE MEADOW

LAND IN PART OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 4 NORTH, RANGE 9 EAST, INDEPENDENCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AND AS SURVEYED BY RAYMOND J. DONNELLY, RLS #21563 IN NOVEMBER, 1995 AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF STONE MEADOW AND PROCEEDING THENCE NORTH 01° 59' 13" WEST 481.78 FEET ALONG THE WEST LINE OF STONE MEADOW TO THE POINT OF BEGINNING OF PARK "B";
THENCE CONTINUING ALONG THE WEST LINE OF STONE MEADOW, NORTH 01° 59' 13" WEST 148.08 FEET;
THENCE SOUTH 89° 06' 37" EAST 87.13 FEET;
THENCE SOUTH 71° 31' 09" EAST 134.80 FEET;
THENCE SOUTH 39° 47' 33" EAST 81.04 FEET TO THE NORTHWESTERLY ROW LINE OF SPRING MEADOW COURT;
THENCE ALONG SAID ROW LINE, SOUTH 50° 12' 27" WEST 54.58 FEET, AND SOUTHWESTERLY 29.08 FEET ALONG THE ARC OF A 260 FT. RADIUS CURVE TO THE LEFT, CENTRAL ANGLE OF 06° 24' 33" AND CHORD BEARING AND DISTANCE OF SOUTH 47° 00' 10" WEST 29.07 FEET;
THENCE NORTH 71° 10' 25" WEST 56.39 FEET;
THENCE SOUTH 87° 59' 54" WEST 145.23 FEET, BACK TO THE POINT OF BEGINNING. CONTAINING 0.7148 ACRES OF LAND.

LEGAL DESCRIPTION OF PARK "E" OF STONE MEADOW

LAND IN PART OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 4 NORTH, RANGE 9 EAST, INDEPENDENCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AND AS SURVEYED BY RAYMOND J. DONNELLY, RLS #21563 IN NOVEMBER, 1995 AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF STONE MEADOW AND PROCEEDING THENCE NORTH 88° 13' 36" EAST 645.42 FEET ALONG THE SOUTH LINE OF STONE MEADOW, TO THE EAST ROW LINE OF SPRING MEADOW DRIVE AND POINT OF BEGINNING OF PARK "E";
THENCE ALONG THE EAST ROW LINE OF SPRING MEADOW DRIVE, NORTH 01° 46' 24" WEST 20.00 FEET;
THENCE NORTH 88° 13' 36" EAST 527.92 FEET;
THENCE NORTH 70° 11' 50" EAST 143.01 FEET;
THENCE NORTH 28° 53' 04" WEST 149.76 FEET TO THE SOUTHERLY ROW OF SPRING MEADOW DRIVE;
THENCE ALONG THE SOUTHERLY ROW OF SPRING MEADOW DRIVE NORTHEASTERLY 52.51 FEET ALONG THE ARC OF A 260.00 FT. RADIUS CURVE TO THE LEFT, CENTRAL ANGLE OF 11° 34' 18" AND CHORD BEARING AND DISTANCE OF NORTH 55° 18' 47" EAST 52.42 FEET;
THENCE SOUTH 40° 27' 22" EAST 132.07 FEET;
THENCE SOUTH 62° 54' 52" EAST 120.38 FEET;
THENCE NORTH 32° 18' 17" EAST 148.07 FEET TO THE WESTERLY ROW LINE OF GOLF CLASSIC DRIVE WEST;
THENCE ALONG THE WESTERLY ROW LINE OF GOLF CLASSIC DRIVE WEST, SOUTHEASTERLY 43.34 FEET ALONG THE ARC OF A 260.00 FT. RADIUS CURVE TO THE LEFT, CENTRAL ANGLE OF 08° 33' 07" AND CHORD BEARING AND DISTANCE OF SOUTH 62° 28' 17" EAST 43.29 FEET TO A POINT OF REVERSE CURVATURE;
THENCE SOUTHEASTERLY 110.34 FEET ALONG THE ARC OF A 200.00 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 31° 36' 33" AND CHORD BEARING AND DISTANCE OF SOUTH 51° 26' 34" EAST 108.94 FEET;
THENCE SOUTH 35° 38' 18" EAST 32.08 FEET TO THE SOUTH LINE OF STONE MEADOW;
THENCE ALONG THE SOUTH LINE OF STONE MEADOW, SOUTHWESTERLY 267.92 FEET ALONG THE ARC OF A 507.00 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 30° 16' 37" AND CHORD BEARING AND DISTANCE OF SOUTH 73° 05' 18" WEST 264.81 FEET, AND SOUTH 88° 13' 36" WEST 793.67 FEET, BACK TO THE POINT OF BEGINNING. CONTAINING 1.4977 ACRES OF LAND.

LEGAL DESCRIPTION OF PARK "C" OF STONE MEADOW

LAND IN PART OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 4 NORTH, RANGE 9 EAST, INDEPENDENCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AND AS SURVEYED BY RAYMOND J. DONNELLY, RLS #21563 IN NOVEMBER, 1995 AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF STONE MEADOW AND PROCEEDING THENCE NORTH 01° 59' 13" WEST 999.90 FEET ALONG THE WEST LINE OF STONE MEADOW TO THE POINT OF BEGINNING OF PARK "C";
THENCE CONTINUING ALONG THE WEST LINE OF STONE MEADOW, NORTH 01° 59' 13" WEST 64.70 FEET TO THE NORTHWEST CORNER OF STONE MEADOW;
THENCE ALONG THE NORTH LINE OF STONE MEADOW, NORTH 88° 03' 20" EAST 1944.79 FEET TO THE NORTHEAST CORNER OF STONE MEADOW;
THENCE ALONG THE EAST LINE OF STONE MEADOW, SOUTH 02° 18' 44" EAST 558.66 FEET AND SOUTHWESTERLY 435.83 FEET ALONG THE ARC OF A 507 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 49° 15' 09" AND CHORD BEARING AND DISTANCE OF SOUTH 22° 18' 50" WEST 422.53 FEET, TO THE EAST ROW LINE OF GOLF CLASSIC DRIVE WEST;
THENCE ALONG SAID ROW LINE, NORTHWESTERLY 160.26 FEET ALONG THE ARC OF 300 FT. RADIUS CURVE TO THE LEFT, CENTRAL ANGLE OF 30° 36' 26" AND CHORD BEARING AND DISTANCE OF NORTH 58° 45' 04"..NEST 158.36 FEET TO A POINT OF REVERSE CURVATURE;
THENCE NORTHWESTERLY 19.11 FEET ALONG THE ARC OF A 200 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 05° 28' 30" AND CHORD BEARING AND DISTANCE OF NORTH 71° 18' 02" WEST 19.10 FEET;
THENCE NORTH 31° 08' 35" EAST 124.75 FEET;
THENCE NORTH 45° 21' 56" WEST 114.28 FEET;
THENCE NORTH 33° 32' 25" EAST 108.70 FEET;
THENCE NORTH 05° 59' 49" EAST 137.78 FEET;
THENCE NORTH 75° 24' 49" EAST 155.19 FEET;
THENCE NORTH 41° 46' 18" EAST 110.58 FEET;
THENCE NORTH 02° 31' 36" WEST 206.78 FEET;
THENCE NORTH 48° 01' 34" WEST 93.59 FEET;
THENCE NORTH 72° 11' 47" WEST 96.85 FEET;
THENCE SOUTH 88° 03' 14" WEST 225.23 FEET;
THENCE SOUTH 66° 47' 54" WEST 86.06 FEET;
THENCE SOUTH 02° 24' 21" WEST 185.32 FEET TO THE NORTHERLY ROW LINE OF SPRING MEADOW DRIVE;
THENCE ALONG THE NORTHERLY ROW OF SPRING MEADOW DRIVE NORTHWESTERLY 126.11 FEET ALONG THE ARC OF A 290.00 FT. RADIUS CURVE TO THE LEFT, CENTRAL ANGLE OF 24° 54' 57" AND CHORD BEARING AND DISTANCE OF NORTH 58° 42' 17" WEST 125.12 FEET;
THENCE NORTH 07° 28' 48" EAST 149.42 FEET;
THENCE SOUTH 88° 03' 14" WEST 248.78 FEET;
THENCE SOUTH 82° 13' 09" WEST 180.26 FEET;
THENCE NORTH 85° 53' 50" WEST 173.90 FEET;
THENCE SOUTH 88° 03' 14" WEST 344.41 FEET;
THENCE SOUTH 56° 47' 12" WEST 94.33 FEET;
THENCE SOUTH 87° 59' 54" WEST 334.99 FEET BACK TO THE POINT OF BEGINNING. CONTAINING 5.0652 ACRES OF LAND.

LEGAL DESCRIPTION OF PARK "D" OF STONE MEADOW.

LAND IN PART OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 4 NORTH, RANGE 9 EAST, INDEPENDENCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AND AS SURVEYED BY RAYMOND J. DONNELLY, RLS #21563 IN NOVEMBER, 1995 AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF STONE MEADOW AND PROCEEDING THENCE NORTH 85° 12' 28" EAST 701.44 FEET TO THE POINT OF BEGINNING OF PARK "D";
THENCE NORTH 26° 49' 21" EAST 174.66 FEET;
THENCE NORTH 50° 53' 24" WEST 42.66 FEET;
THENCE NORTH 20° 24' 30" WEST 191.66 FEET;
THENCE NORTH 01° 44' 54" EAST 37.23 FEET;
THENCE SOUTH 88° 15' 06" EAST 187.35 FEET;
THENCE SOUTH 12° 08' 14" WEST 132.50 FEET;
THENCE SOUTH 29° 59' 25" EAST 109.79 FEET;
THENCE SOUTH 67° 06' 07" EAST 100.26 FEET;
THENCE NORTH 88° 35' 47" EAST 94.58 FEET;
THENCE NORTH 87° 43' 39" EAST 70.07 FEET;
THENCE NORTH 37° 59' 05" EAST 135.53 FEET;
THENCE NORTH 12° 40' 13" EAST 146.91 FEET;
THENCE NORTH 28° 16' 48" WEST 53.77 FEET;
THENCE NORTH 86° 12' 23" EAST 31.67 FEET;
THENCE NORTH 20° 00' 48" EAST 170.20 FEET TO THE SOUTHERLY ROW LINE OF SPRING MEADOW DRIVE;
THENCE ALONG THE SOUTHERLY ROW OF SPRING MEADOW DRIVE SOUTHEASTERLY 20.01 FEET ALONG THE ARC OF A 230.00 FT RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 04° 59' 08" AND CHORD BEARING AND DISTANCE OF SOUTH 71° 12' 14" EAST 20.00 FEET;
THENCE SOUTH 20° 00' 48" WEST 161.80 FEET;
THENCE SOUTH 28° 16' 48" EAST 42.34 FEET;
THENCE SOUTH 04° 01' 24" EAST 74.03 FEET;
THENCE SOUTH 32° 17' 25" WEST 79.19 FEET;
THENCE SOUTH 55° 22' 49" EAST 155.08 FEET TO THE NORTHERLY ROW LINE OF SPRING MEADOW DRIVE;
THENCE ALONG THE NORTHERLY ROW OF SPRING MEADOW DRIVE SOUTH 34° 37' 11" WEST 60.00 FEET;
THENCE NORTH 55° 22' 49" WEST 152.65 FEET;
THENCE SOUTH 37° 59' 05" WEST 79.19 FEET;
THENCE SOUTH 46° 31' 00" WEST 44.41 FEET;
THENCE SOUTH 88° 13' 36" WEST 294.00 FEET;
THENCE NORTH 78° 33' 02" WEST 54.42 FEET;
THENCE SOUTH 26° 49' 21" WEST 161.59 FEET TO THE NORTHERLY ROW LINE OF SPRING MEADOW DRIVE;
THENCE ALONG THE NORTHERLY ROW OF SPRING MEADOW DRIVE NORTHWESTERLY 60.16 FEET ALONG THE ARC OF A 240.00 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 14° 21' 41" AND CHORD BEARING AND DISTANCE OF NORTH 63° 10' 39" WEST 60.00 FEET BACK TO THE POINT OF BEGINNING. CONTAINING 1.9961 ACRES OF LAND.

SPECIAL NOTE

THE ENTIRE AREAS WITHIN THE LIMITS OF EACH OF THE ABOVE DESCRIBED PARKS A, B, C, D, AND E SHALL BE DEDICATED AS EASEMENTS FOR STORM DRAINAGE, DETENTION, AND SEDIMENT BASINS. SEE PLAN SHEETS 2 AND 2A OF THESE EXHIBIT "B" DOCUMENTS FOR GRAPHIC NOTATION.

ISSUED FOR RECORDING
FEBRUARY 20, 1996

STONE MEADOW CONDOMINIUMS

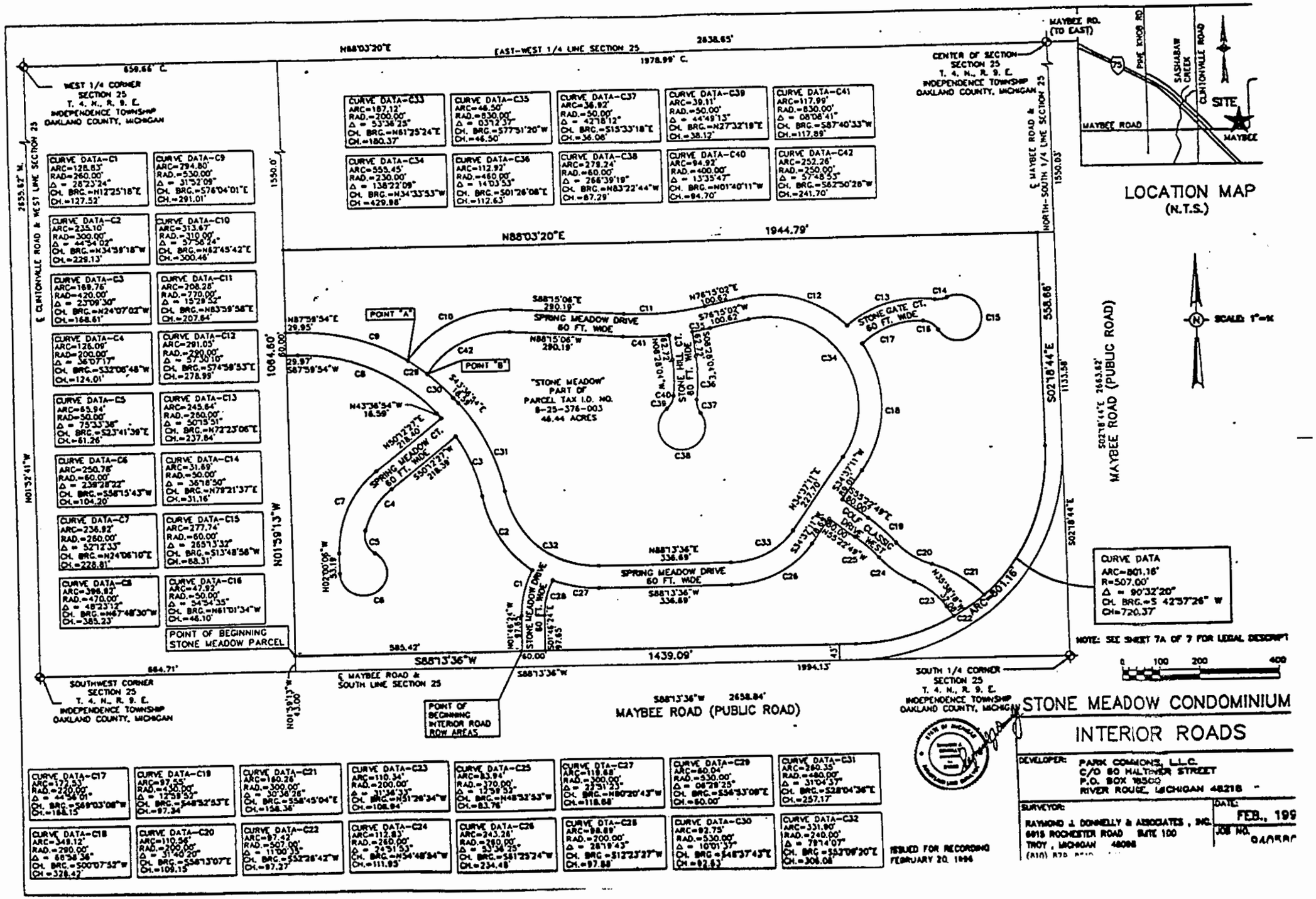
PARK AREAS

DEVELOPER: PARK COMMONS, L.L.C.
C/O 60 HALTINER STREET
P.O. BOX 18500
RIVER ROUGE, MICHIGAN 48218

SURVEYOR: RAYMOND J. DONNELLY & ASSOCIATES, INC.
6915 ROCHESTER ROAD SUITE 100
TROY, MICHIGAN 48086
(810) 879-8510 FAX (810) 879-9139

DATE: FEB., 199

JOB NO. 94058C


WEST 1/4 CORNER
SECTION 25
T. 4. N., R. 9. E.
INDEPENDENCE TOWNSHIP
OAKLAND COUNTY, MICHIGAN
EAST-WEST 1/4 LINE SECTION 25
N88°03'20"E
2638.65'
1978.99' C.
659.66' C.
CENTER OF SECTION
SECTION 25
T. 4. N., R. 9. E.
INDEPENDENCE TOWNSHIP
OAKLAND COUNTY, MICHIGAN
MAYBEE RD. (TO EAST)
PINE KNOB RD
SASHABAW CREEK
CLINTONVILLE ROAD
SITE
MAYBEE ROAD
MAYBEE
LOCATION MAP
(N.T.S.)
SCALE: 1"=K
N88°03'20"E
1944.79'
SPRING MEADOW DRIVE
60 FT. WIDE
STONE GATE CT.
60 FT. WIDE
STONE HILL CT.
60 FT. WIDE
SPRING MEADOW CT.
60 FT. WIDE
STONE MEADOW DRIVE
60 FT. WIDE
"STONE MEADOW"
PART OF
PARCEL TAX I.D. NO.
8-25-376-003
46.44 ACRES
POINT "A"
POINT "B"
POINT OF BEGINNING
STONE MEADOW PARCEL
POINT OF BEGINNING
INTERIOR ROAD
ROW AREAS
SOUTHWEST CORNER
SECTION 25
T. 4. N., R. 9. E.
INDEPENDENCE TOWNSHIP
OAKLAND COUNTY, MICHIGAN
SOUTH 1/4 CORNER
SECTION 25
T. 4. N., R. 9. E.
INDEPENDENCE TOWNSHIP
OAKLAND COUNTY, MICHIGAN
E CLINTONVILLE ROAD & WEST LINE SECTION 25
E MAYBEE ROAD & SOUTH LINE SECTION 25
E MAYBEE ROAD & NORTH-SOUTH 1/4 LINE SECTION 25
MAYBEE ROAD (PUBLIC ROAD)
S88°13'36"W
1439.09'
1994.13'
884.71'
585.42'
2658.84'
S02°18'44"E
558.86'
1133.58'
1064.60'
1550.03'
2663.82'
N01°32'41"W
N01°38'13"W
CURVE DATA
ARC=801.16'
R=507.00'
Δ = 90°32'20"
CH. BRG.=S 42°57'26" W
CH=720.37'
NOTE: SEE SHEET 7A OF 7 FOR LEGAL DESCRIPT
0 100 200 400
STONE MEADOW CONDOMINIUM
INTERIOR ROADS
DEVELOPER: PARK COMMONS, L.L.C.
C/O 80 HALTNER STREET
P.O. BOX 18500
RIVER ROUGE, MICHIGAN 48218
SURVEYOR: RAYMOND J. DONNELLY & ASSOCIATES, INC.
6815 ROCHESTER ROAD SUITE 100
TROY, MICHIGAN 48098
DATE: FEB., 199
JOB NO. 94088
ISSUED FOR RECORDING
FEBRUARY 20, 1996

NEW LEGAL DESCRIPTION OF INTERIOR ROADS WITHIN STONE MEADOW, A SITE CONDOMINIUM, AT MORGAN LAKE GOLF CLASSIC ON MAYBEE ROAD IN INDEPENDENCE TWP FOR DEDICATION TO THE BOARD OF COUNTY ROAD COMMISSIONS OF OAKLAND COUNTY FOR PUBLIC ROADS

LAND IN PART OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 4 NORTH, RANGE 9 EAST, INDEPENDENCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AND AS SURVEYED BY RAYMOND J. DONNELLY, RLS #21563 IN NOVEMBER, 1995 AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 25, SAID CORNER RECENTLY MONUMENTED AS PART OF THE OAKLAND COUNTY LAND CORNER REMONUMENTATION PROGRAM; THENCE PROCEEDING ALONG THE SOUTH LINE OF SECTION 25 AND CENTERLINE OF MAYBEE ROAD, SOUTH 88° 13' 36" WEST 1994.13 FEET, TO THE SOUTHWEST CORNER OF THE EAST 3/4 OF THE SW 1/4 OF SAID SECTION 25; THENCE ALONG THE WEST LINE OF THE EAST 3/4 OF THE SW 1/4 OF SECTION 25, NORTH 01° 59' 13" WEST 43.00 FEET, TO A POINT ON THE NEWLY DESCRIBED ROW LINE OF MAYBEE ROAD, AND THE POINT OF BEGINNING OF STONE MEADOW; THENCE ALONG THE NEWLY DESCRIBED ROW LINE OF MAYBEE ROAD, 43 FEET NORTHERLY OF AND PARALLEL TO THE SOUTH LINE OF SECTION 25, NORTH 88° 13' 36" EAST 585.42 FEET, TO ITS INTERSECTION WITH THE WEST ROW LINE OF STONE MEADOW DRIVE AND POINT OF BEGINNING OF THE INTERIOR ROAD ROW AREAS;

THENCE ALONG THE WEST ROW LINE OF STONE MEADOW DRIVE, NORTH 01° 46' 24" WEST 97.65 FEET TO A POINT OF CURVATURE, AND THENCE NORTHEASTERLY 128.83 FEET ALONG THE ARC OF A 260 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 28° 23' 24" AND CHORD BEARING AND DISTANCE OF NORTH 12° 25' 18" EAST 127.52 FEET, TO THE SOUTHERLY ROW LINE OF SPRING MEADOW DRIVE;

THENCE ALONG THE SOUTHERLY ROW LINE OF SPRING MEADOW DRIVE, NORTHWESTERLY 235.10 FEET ALONG THE ARC OF A 300 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 44° 54' 02" AND CHORD BEARING AND DISTANCE OF NORTH 34° 39' 18" WEST 229.13 FEET TO A POINT OF REVERSE CURVATURE, AND THENCE NORTHWESTERLY 169.76 FEET ALONG THE ARC OF A 420 FT. RADIUS CURVE TO THE LEFT, CENTRAL ANGLE OF 23° 09' 30" AND CHORD BEARING AND DISTANCE OF NORTH 24° 07' 02" WEST 168.61 FEET TO THE SOUTHEASTERLY ROW LINE OF SPRING MEADOW COURT;

THENCE ALONG THE SOUTHEASTERLY ROW LINE OF SPRING MEADOW COURT, SOUTH 50° 12' 27" WEST 218.39 FEET TO A POINT OF CURVATURE, AND THENCE SOUTHWESTERLY 126.09 FEET ALONG THE ARC OF A 200 FT. RADIUS CURVE TO THE LEFT, CENTRAL ANGLE OF 36° 07' 17" AND CHORD BEARING AND DISTANCE OF SOUTH 32° 08' 48" WEST 124.01 FEET TO A POINT OF COMPOUND CURVATURE, AND THENCE SOUTHEASTERLY 65.94 FEET ALONG THE ARC OF A 50 FT. RADIUS CURVE TO THE LEFT, CENTRAL ANGLE OF 75° 33' 38" AND CHORD BEARING AND DISTANCE OF SOUTH 23° 41' 39" EAST 61.26 FEET TO A POINT OF REVERSE CURVATURE, AND THENCE SOUTHEASTERLY, SOUTHWESTERLY AND NORTHWESTERLY 250.78 FEET ALONG THE ARC OF A 60 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 239° 28' 22" AND CHORD BEARING AND DISTANCE OF SOUTH 58° 13' 43" WEST 104.20 FEET TO A POINT OF TANGENCY;

THENCE ALONG THE WESTERLY ROW LINE OF SPRING MEADOW COURT, NORTH 02° 00' 06" WEST 53.19 FEET TO A POINT OF CURVATURE, AND THENCE NORTHEASTERLY 236.92 FEET ALONG THE ARC OF A 260 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 52° 12' 33" AND CHORD BEARING AND DISTANCE OF NORTH 24° 06' 10" EAST 228.81 FEET TO A POINT OF TANGENCY, AND NORTH 50° 12' 27" EAST 218.40 FEET TO THE SOUTHWESTERLY ROW OF SPRING MEADOW DRIVE;

THENCE ALONG THE SOUTHWESTERLY ROW LINE OF SPRING MEADOW DRIVE, NORTH 43° 38' 54" WEST 18.59 FEET TO A POINT OF CURVATURE, AND THENCE NORTHWESTERLY 396.92 FEET ALONG THE ARC OF A 470 FT. RADIUS CURVE TO THE LEFT, CENTRAL ANGLE OF 48° 23' 12" AND CHORD BEARING AND DISTANCE OF NORTH 67° 48' 30" WEST 385.23 FEET TO A POINT OF TANGENCY, AND THENCE SOUTH 87° 59' 54" WEST 29.97 FEET TO THE WEST LINE OF STONE MEADOW;

THENCE ALONG THE WEST LINE OF STONE MEADOW, AND WEST END OF SPRING MEADOW DRIVE, NORTH 01° 59' 13" WEST 60.00 FEET TO THE NORTHERLY ROW LINE OF SPRING MEADOW DRIVE; THENCE ALONG THE NORTHERLY ROW LINE OF SPRING MEADOW DRIVE, NORTH 87° 59' 54" EAST 29.95 FEET TO A POINT OF CURVATURE, AND THENCE SOUTHEASTERLY 294.80 FEET ALONG THE ARC OF A 530 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 31° 52' 09" AND CHORD BEARING AND DISTANCE OF SOUTH 76° 04' 01" EAST 291.01 FEET TO A POINT "A" AT ITS INTERSECTION WITH THE NORTHWESTERLY ROW LINE OF SPRING MEADOW DRIVE; THENCE CONTINUING SOUTHEASTERLY 60.04 FEET ALONG THE ARC OF THE SAME 530 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 06° 28' 25" AND CHORD BEARING AND DISTANCE OF SOUTH 56° 53' 09" EAST 60.00 FEET TO A POINT "B" AT ITS INTERSECTION WITH THE SOUTHEASTERLY ROW LINE OF SPRING MEADOW DRIVE;

THENCE CONTINUING FROM POINT "B" ALONG THE NORTHEASTERLY ROW LINE OF SPRING MEADOW DRIVE, SOUTHEASTERLY 92.75 FEET ALONG THE ARC OF THE SAME 530.00 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 10° 01' 37" AND CHORD BEARING AND DISTANCE OF SOUTH 48° 37' 43" EAST 92.63 FEET TO A POINT OF TANGENCY; THENCE SOUTH 43° 38' 54" EAST 18.59 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 260.36 FEET ALONG THE ARC OF A 480 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 31° 04' 37" AND CHORD BEARING AND DISTANCE OF SOUTH 28° 04' 36" EAST 257.17 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY 331.90 FEET ALONG THE ARC OF A 240 FT. RADIUS CURVE TO THE LEFT, CENTRAL ANGLE OF 78° 14' 07" AND CHORD BEARING AND DISTANCE OF SOUTH 52° 09' 20" EAST 306.08 FEET TO A POINT OF TANGENCY; THENCE NORTH 88° 13' 36" EAST 336.69 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 187.12 FEET ALONG THE ARC OF A 200 FT. RADIUS CURVE TO THE LEFT, CENTRAL ANGLE OF 53° 36' 25" AND CHORD BEARING AND DISTANCE OF NORTH 61° 25' 24" EAST 180.37 FEET TO A POINT OF TANGENCY; THENCE NORTH 34° 37' 11" EAST 227.70 FEET TO A POINT OF CURVATURE ON THE WESTERLY ROW LINE OF SPRING MEADOW DRIVE;

THENCE ALONG THE WESTERLY AND SOUTHERLY ROW LINE OF SPRING MEADOW DRIVE, NORTHWESTERLY 555.45 FEET ALONG THE ARC OF A 230 FT. RADIUS CURVE TO THE LEFT, CENTRAL ANGLE OF 138° 22' 09" AND CHORD BEARING AND DISTANCE OF NORTH 34° 33' 53" WEST 429.98 FEET TO A POINT OF TANGENCY; THENCE SOUTH 76° 15' 02" WEST 100.62 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 46.50 FEET ALONG THE ARC OF A 830 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 03° 12' 37" AND CHORD BEARING AND DISTANCE OF SOUTH 77° 51' 20" WEST 46.50 FEET TO THE EASTERLY ROW LINE OF STONE HILL COURT;

THENCE ALONG THE EASTERLY ROW LINE OF STONE HILL COURT, SOUTH 08° 28' 04" EAST 62.72 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 112.92 FEET ALONG THE ARC OF A 460 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 14° 03' 53" AND CHORD BEARING AND DISTANCE OF SOUTH 01° 26' 08" EAST 112.63 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY 38.92 FEET ALONG THE ARC OF A 50 FT. RADIUS CURVE TO THE LEFT, CENTRAL ANGLE OF 42° 18' 12" AND CHORD BEARING AND DISTANCE OF SOUTH 15° 33' 18" EAST 38.08 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, WESTERLY, AND NORTHERLY 279.24 FEET ALONG THE ARC OF A 60 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 266° 39' 19" AND CHORD BEARING AND DISTANCE OF NORTH 83° 22' 44" WEST 87.29 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY 38.11 FEET ALONG THE ARC OF A 50 FT. RADIUS CURVE TO THE LEFT, CENTRAL ANGLE OF 44° 49' 13" AND CHORD BEARING AND DISTANCE OF NORTH 27° 32' 18" EAST 38.12 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY 94.92 FEET ALONG THE ARC OF A 400 FT. RADIUS CURVE TO THE LEFT, CENTRAL ANGLE OF 13° 35' 47" AND CHORD BEARING AND DISTANCE OF NORTH 01° 40' 11" WEST 94.70 FEET TO A POINT OF TANGENCY; THENCE NORTH 08° 28' 04" WEST 62.72 FEET TO THE SOUTHERLY ROW LINE OF SPRING MEADOW DRIVE;

THENCE ALONG THE SOUTHERLY ROW LINE OF SPRING MEADOW DRIVE, SOUTHWESTERLY 117.98 FEET ALONG THE ARC OF A 830 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 08° 08' 41" AND CHORD BEARING AND DISTANCE OF SOUTH 87° 40' 33" WEST 117.89 FEET TO A POINT OF TANGENCY; THENCE NORTH 88° 15' 08" WEST 290.19 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 252.28 FEET ALONG THE ARC OF A 250 FT. RADIUS CURVE TO THE LEFT, CENTRAL ANGLE OF 57° 48' 53" AND CHORD BEARING AND DISTANCE OF SOUTH 62° 50' 28" WEST 241.70 FEET TO POINT "B" AT ITS INTERSECTION WITH THE NORTHEASTERLY ROW LINE OF SPRING MEADOW DRIVE;

THENCE ALONG THE NORTHEASTERLY ROW LINE OF SPRING MEADOW DRIVE, NORTHWESTERLY 60.04 FEET ALONG THE ARC OF A 530 FT. RADIUS CURVE TO THE LEFT, CENTRAL ANGLE OF 06° 28' 25" AND CHORD BEARING AND DISTANCE OF NORTH 56° 53' 09" WEST 60.00 FEET TO POINT "A" AT ITS INTERSECTION WITH THE NORTHWESTERLY ROW LINE OF SPRING MEADOW DRIVE;

THENCE CONTINUING FROM POINT "A" ALONG THE NORTHWESTERLY ROW LINE OF SPRING MEADOW DRIVE, NORTHEASTERLY 313.67 FEET ALONG THE ARC OF A 310.00 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 57° 58' 24" AND CHORD BEARING AND DISTANCE OF NORTH 62° 45' 42" EAST 300.46 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88° 15' 06" EAST 290.19 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 208.28 FEET ALONG THE ARC OF A 770.00 FT. RADIUS CURVE TO THE LEFT, CENTRAL ANGLE OF 15° 28' 52" AND CHORD BEARING AND DISTANCE OF NORTH 83° 59' 58" EAST 207.64 FEET TO A POINT OF TANGENCY; THENCE NORTH 76° 15' 02" EAST 100.62 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 291.05 FEET ALONG THE ARC OF A 290.00 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 57° 30' 10" AND CHORD BEARING AND DISTANCE OF SOUTH 74° 59' 53" EAST 278.99 FEET TO THE NORTHERLY ROW LINE OF STONE GATE COURT;

THENCE ALONG THE NORTHERLY ROW LINE OF STONE GATE COURT, NORTHEASTERLY 245.64 FEET ALONG THE ARC OF A 280.00 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 50° 15' 51" AND CHORD BEARING AND DISTANCE OF NORTH 72° 23' 06" EAST 237.84 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY 31.69 FEET ALONG THE ARC OF A 50.00 FT. RADIUS CURVE TO THE LEFT, CENTRAL ANGLE OF 36° 19' 50" AND CHORD BEARING AND DISTANCE OF NORTH 79° 21' 37" EAST 31.16 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, SOUTHERLY, AND WESTERLY 277.74 FEET ALONG THE ARC OF A 60.00 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 265° 13' 32" AND CHORD BEARING AND DISTANCE OF SOUTH 13° 46' 58" WEST 88.31 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY [illegible] FEET ALONG THE ARC OF A 50 FT. RADIUS CURVE TO THE LEFT, CENTRAL ANGLE OF 54° 54' 35" AND CHORD BEARING AND DISTANCE OF NORTH 61° 01' 34" WEST 46.10 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY 172.53 FEET ALONG THE ARC OF A 220.00 FT. RADIUS CURVE TO THE LEFT, CENTRAL ANGLE OF 44° 56' 01" AND CHORD BEARING AND DISTANCE OF SOUTH 89° 03' 08" WEST 168.15 FEET TO THE EASTERLY ROW LINE OF SPRING MEADOW DRIVE;

THENCE ALONG THE EASTERLY ROW LINE OF SPRING MEADOW DRIVE, SOUTHWESTERLY 349.12 FEET ALONG THE ARC OF A 290.00 FT. RADIUS CURVE TO THE LEFT, CENTRAL ANGLE OF 68° 58' 38" AND CHORD BEARING AND DISTANCE OF SOUTH 00° 07' 52" WEST 328.42 FEET TO A POINT OF TANGENCY;

THENCE ALONG THE SOUTHEASTERLY ROW LINE OF SPRING MEADOW DRIVE, SOUTH 34° 37' 11" WEST 89.01 FEET TO THE NORTHEASTERLY ROW LINE OF GOLF CLASSIC DRIVE WEST;

THENCE ALONG THE NORTHEASTERLY ROW LINE OF GOLF CLASSIC DRIVE WEST, SOUTH 55° 22' 49" EAST 80.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 97.55 FEET ALONG THE ARC OF A 430.00 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 12° 59' 52" AND CHORD BEARING AND DISTANCE OF SOUTH 48° 52' 53" EAST 97.34 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY 110.56 FEET ALONG THE ARC OF A 200.00 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 31° 40' 20" AND CHORD BEARING AND DISTANCE OF SOUTH 58° 13' 07" EAST 109.15 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY 160.28 FEET ALONG THE ARC OF A 300.00 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 30° 38' 26" AND CHORD BEARING AND DISTANCE OF SOUTH 58° 43' 04" EAST 158.36 FEET TO A POINT ON THE NEWLY DESCRIBED ROW LINE OF MAYBEE ROAD;

THENCE ALONG THE NEWLY DESCRIBED ROW LINE OF MAYBEE ROAD, SOUTHWESTERLY 97.42 FEET ALONG THE ARC OF A 507.00 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 11° 00' 35" AND CHORD BEARING AND DISTANCE OF SOUTH 52° 26' 42" WEST 97.27 FEET TO THE SOUTHWESTERLY ROW LINE OF GOLF CLASSIC DRIVE WEST;

THENCE ALONG THE SOUTHWESTERLY ROW LINE OF GOLF CLASSIC DRIVE WEST, NORTH 35° 38' 18" WEST 32.08 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 110.34 FEET ALONG THE ARC OF A 200.00 FT. RADIUS CURVE TO THE LEFT, CENTRAL ANGLE OF 31° 36' 33" AND CHORD BEARING AND DISTANCE OF NORTH 51° 28' 34" WEST 108.94 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY 112.83 FEET ALONG THE ARC OF A 260.00 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 24° 51' 53" AND CHORD BEARING AND DISTANCE OF NORTH 54° 48' 54" WEST 111.93 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY 83.94 FEET ALONG THE ARC OF A 370.00 FT. RADIUS CURVE TO THE LEFT, CENTRAL ANGLE OF 12° 59' 52" AND CHORD BEARING AND DISTANCE OF NORTH 48° 52' 53" WEST 83.76 FEET TO A POINT OF TANGENCY; THENCE NORTH 55° 22' 49" WEST 80.00 FEET TO THE SOUTHEASTERLY ROW LINE OF SPRING MEADOW DRIVE;

THENCE ALONG THE SOUTHEASTERLY ROW LINE OF SPRING MEADOW DRIVE, SOUTH 34° 37' 11" WEST 78.69 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 243.28 FEET ALONG THE ARC OF A 280.00 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 53° 36' 25" AND CHORD BEARING AND DISTANCE OF SOUTH 61° 25' 24" WEST 234.48 FEET TO A POINT OF TANGENCY ON THE SOUTHERLY ROW LINE OF SPRING MEADOW DRIVE;

THENCE CONTINUING ALONG THE SOUTHERLY ROW LINE OF SPRING MEADOW DRIVE, SOUTH 88° 13' 36" WEST 336.69 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 118.68 FEET ALONG THE ARC OF A 300.00 FT. RADIUS CURVE TO THE RIGHT, CENTRAL ANGLE OF 22° 59' 23" AND CHORD BEARING AND DISTANCE OF NORTH 80° 20' 43" WEST 118.88 FEET TO THE EASTERLY ROW LINE OF STONE MEADOW DRIVE;

THENCE ALONG THE EASTERLY ROW LINE OF STONE MEADOW DRIVE, SOUTHWESTERLY 98.89 FEET ALONG THE ARC OF A 200.00 FT. RADIUS CURVE TO THE LEFT, CENTRAL ANGLE OF 28° 19' 43" AND CHORD BEARING AND DISTANCE OF SOUTH 12° 23' 27" WEST 97.88 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01° 46' 24" EAST 97.65 FEET TO A POINT ON THE NEWLY DESCRIBED ROW LINE OF MAYBEE ROAD;

THENCE ALONG THE NEWLY DESCRIBED ROW LINE OF MAYBEE ROAD, SOUTH 88° 13' 36" WEST 60.00 FEET TO THE WESTERLY ROW LINE OF STONE MEADOW DRIVE AND POINT OF BEGINNING OF THE INTERIOR ROAD ROW AREAS.

CONTAINING 7.573 ACRES OF LAND, SUBJECT TO AND TOGETHER WITH ANY EASEMENTS, RESTRICTIONS, OR RESERVATIONS APPURTENANT TO THESE DESIGNATED INTERIOR ROAD ROW AREAS.

ISSUED FOR RECORDING

ONE MEADOW CONDOMINIUMS

INTERIOR ROADS

PARK COMMONS, L.L.C.
C/O 60 HALTINER STREET
P.O. BOX 18500
RIVER ROUGE, MICHIGAN 48218

SURVEYOR:
RAYMOND J. DONNELLY & ASSOCIATES, INC.
8815 ROCHESTER ROAD SUITE 100
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DATE FEB., 1996
JOB NO. 94058C
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