

**Reserves at Northville Ridge Association  
MAINTENANCE, REPAIR, AND REPLACEMENT GUIDELINES  
WITH MATRIX**

The maintenance, repair, and replacement policies at The Reserves at Northville Ridge Condominium Association can be confusing. The responsibilities belong to either the Association or the Owner. To assist in the determination of responsibility for various maintenance items, a matrix has been prepared. Some general statements about policies are as follows:

1. Responsibilities for maintenance, repair, and replacement are defined by the recorded Master Deed and By-laws for the condominium association with subsequent interpretation and policy established by the Board of Directors as appropriate.
2. Performance of the maintenance, repair and replacement of the Association is the responsibility of the Board of Directors and may be delegated to the Association's Management Agent.
3. In general, the condominium association is responsible for maintenance, repair, and replacement of the General Common Elements including land, roads, sidewalks, utility networks (electrical, gas, telephone, plumbing) up to the point of unit connection, the pool, and the clubhouse.
4. In general, the co-owners are responsible for maintenance, repair, and replacement of all items that are damaged by themselves, guests, and or invitees regardless of normal maintenance responsibility.
5. The priority, timing, method, financing, degree, and type of maintenance, repair, and replacement for the association is up to the reasonable discretion of the Board of Directors. The costs are ultimately assessed to all co-owners through the association fees.
6. Modification or alteration requires approval of the Board of Directors. Please submit all modification requests to the Board before commencing work.
7. These statements and the attached matrix serve only as guidelines, and if any items are in conflict with the recorded Master Deed and Bylaws, then the recorded documents will prevail.

**RESERVES AT NORTHLVILLE RIDGE ASSOCIATION**  
**MAINTENANCE MATRIX**

ITEMS COVERED BY ASSOCIATION	Association	Co-owner	COMMENTS
Lawn and Grounds			Not individual lot area. Only on common areas, such as islands at the Reserve site.
Common Areas	X		
Between Street & Sidewalk		X	
Mailboxes		X	
<b>Sidewalks</b>			
Repairs		X	
Snow Removal		X	Owner is responsible for sidewalk snow removal.
<b>Roads</b>	X		
Signs	X		
Carriage Way	Master Assoc.		
Entrance	Master Assoc.		
Secondary	X		
<b>Pathways</b>	X		
Pond	Master Assoc.		
Sewer Drainage			
Snow removal			Not individual lot area. Only within the roads of the Reserve site and any walkways at common areas.
<b>Clubhouse &amp; Pool</b>	Master Assoc.		

NOTE: Area from road to lot is responsibility of the homeowner including trees & lawn.

RECORDED

BERNARD J. YOUNGBLOOD, REGISTER OF DEEDS Li-38638 Pa-4  
WAYNE COUNTY, MI 203449347 8/08/2003

Bernard J. Youngblood  
Wayne Co. Register of Deeds

\$210.00 DEED

AUG 08 2003

MASTER DEED  
THE RESERVE AT NORTHLVILLE RIDGE CONDOMINIUM

This Master Deed is made and executed on this 29TH day of JULY, 2003, by Northville Ridge Development Corporation, a Michigan corporation, hereinafter referred to as "Developer", whose post office address is 28470 Thirteen Mile Road, Suite 220, Farmington Hills, Michigan 48334, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish The Reserve at Northville Ridge Condominium as a Condominium Project under the Act and does declare that The Reserve at Northville Ridge Condominium (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

This is to certify that there are no tax liens or taxes on this property and that taxes are paid for FIVE YEARS previous to date of this instrument EXCEPT

537 *Raymond W. Young* Date 8-7-2003  
WAYNE COUNTY TREASURER Clerk MR. M. J. L.

071990001702  
069970003001

EXAMINED AND APPROVED

DATE 7/31/03

BY DPL - 9100

DANIEL P. LANE  
PLAT ENGINEER

## ARTICLE I

### TITLE AND NATURE

The Condominium Project shall be known as The Reserve at Northville Ridge Condominium, Wayne County Condominium Subdivision Plan No. 112. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions, area and volume 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 or 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 as are designated by the Master Deed.

## ARTICLE II

### LEGAL DESCRIPTION

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

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4, N.W. 1/4, S.E. 1/4, S.W. 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT DISTANT N. 00°02'15" W. 1298.36 FEET ALONG THE NORTH AND SOUTH 1/4 LINE OF SECTION 18 FROM THE SOUTH 1/4 CORNER OF SAID SECTION 18; THENCE FROM SAID POINT OF BEGINNING S. 89°09'55" W. 687.91 FEET; THENCE N. 00°04'04" E. 1291.56 FEET; THENCE N. 00°03'08" E. 837.22 FEET; THENCE THE FOLLOWING TEN (10) COURSES ALONG THE SOUTHERLY LINE OF SAID "THE MEADOWS AT NORTHVILLE RIDGE CONDOMINIUM" WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 670 S. 89°56'52" E. 260.31 FEET, S. 64°12'58" E. 60.00 FEET, 56.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 200.00 FEET, CENTRAL ANGLE 16°04'02", AND A CHORD THAT BEARS S. 17°45'01" W. 55.90 FEET, N. 86°38'28" E. 277.28 FEET, AND S. 37°40'19" E. 180.28 FEET, S. 51°59'25" E. 229.92 FEET, N. 85°55'40" E. 240.21 FEET, S. 45°15'59" E. 234.26 FEET, S. 80°59'09" E. 222.05 FEET, AND N. 37°51'26" E. 10.76 FEET; THENCE THE FOLLOWING FIVE (5) COURSES ALONG "THE TERRACES AT NORTHVILLE RIDGE CONDOMINIUM" WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 672 S. 52°08'34" E. 631.07 FEET, S. 02°47'27" W. 232.27 FEET, S. 11°36'15" E. 234.31 FEET S. 47°11'15" E. 334.21 FEET, AND S. 83°45'28" E. 239.36 FEET; THENCE S. 77°30'18" W. 184.40 FEET; THENCE S. 80°15'06" W. 396.54 FEET; THENCE S. 78°18'38" W. 81.69 FEET; THENCE S. 00°50'03" E. 354.29 FEET; THENCE

S. 89°09'55" W. 1183.44 FEET; TO THE POINT OF BEGINNING, CONTAINING 81.31 ACRES MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

Subject to a certain Declaration of Easements, Covenants, Conditions, and Restrictions for the Northville Ridge Master Community as recorded in Liber 36723, Page 3, Wayne County Records and a certain Declaration of Easements, Covenants, Conditions, and Restrictions for the Northville Ridge Single-Family Community as recorded in Liber 38596, Page 27, Wayne County Records.

## ARTICLE III

### DEFINITIONS

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

Section 1. **Act.** The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. **Association.** "Association" means The Reserve at Northville Ridge Condominium Association organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

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

Section 4. **Common Elements.** "Common Elements", where used without modification, means both the General and Limited Common Elements, if any, described in Article IV hereof.

Section 5. **Condominium Documents.** "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. **Condominium Premises.** "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to The Reserve at Northville Ridge Condominium as described above.

Section 7. **Condominium Project, Condominium or Project.** "Condominium Project", "Condominium" or "Project" means The Reserve at Northville Ridge Condominium, a Condominium Project established in conformity with the provisions of the Act.

Section 8. **Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit B hereto.

Section 9. **Co-owner.** "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project and shall include a Land Contract Vendee. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 10. **Development and Sales Period.** "Development and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale.

Section 11. **Developer.** "Developer" means Northville Ridge Development Corporation, a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns; provided, however, that the Developer's assigns shall not be a "Developer", and will not be a "Successor Developer" as that term is defined in Section 135 of the Act, unless the instrument of conveyance specifically provides for that designation or the assign is a "Successor Developer" as specifically defined in Section 135 of the Act.

Section 12. **First Annual Meeting.** "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 50% of the Units which may be created are sold or (b) mandatorily after the elapse of 54 months from the date of the first Unit conveyance or (c) mandatorily after 75% of all Units which may be created are sold, whichever first occurs.

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

Section 14. **Unit or Condominium Unit.** "Unit" or "Condominium Unit" each mean a single Unit in The Reserve at Northville Ridge Condominium 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.

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

## 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:

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

(a) **Land.** The land described in Article II hereof (including, but not limited to roads, open space areas, sidewalks, pathways and the detention basin), and excluding the portion of the land described in Article V, Section 1 below and in the Condominium Subdivision Plan as constituting the Condominium 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 point of lateral connection for Unit service.

(d) **Gas.** The gas mains throughout the Project up to the point of lateral connection for Unit service.

(e) **Water.** The water mains throughout the Project up to the point of lateral connection for Unit service.

(f) **Sanitary Sewer.** The sanitary sewer mains throughout the Project up to the point of lateral connection for Unit service.

(g) **Storm Sewers.** Any storm sewer system which may ultimately be installed in the Condominium and the easements within which the same are located.

(h) **Telecommunications.** The telecommunications system, if and when it may be installed, up to the point of lateral connection for Unit service.

(i) **Roads.** All internal roads shown on Exhibit B hereto as General Common Elements.

(j) **Other.** Such other elements of the Project not herein designated as General or Limited Common Elements, if any, 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.

**Section 2. Responsibilities.** The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) **Co-owner Responsibilities.**

(i) **Units.** The responsibility for and the costs of maintenance, decoration, repair and replacement of each Unit (including the dwelling and any improvements located thereon) shall be borne by the Co-owner of such Unit; provided, however, that the exterior appearance of such Units, to the extent visible from any other Unit or Common Element on the Project, shall be subject at all times to the approval of the Association based on reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. Each Co-owner shall be responsible for the landscaping and continued maintenance of any area located between Unit and road.

(ii) **Utility Services.** All costs of water, sanitary sewer, electricity, natural gas, cable television, telephone, sanitary sewer (if any) and any other utility services shall be borne by the Co-owner of the Unit to which such services are furnished. All utility laterals and leads shall be maintained, repaired and replaced at the expense of the Co-owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority and the Association shall have no responsibility therefor.

(b) **Association Responsibilities.** The Costs of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary. The Association shall not be responsible for performing any maintenance, any repair or replacement with respect to residences and their appurtenances located within the Condominium Units.

**Section 3. Utility Systems.** Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system, if and when constructed, 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, if and when constructed, shall be General Common Elements only to the extent

of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's and Association's responsibility will be to see to it that telephone, electric, water, sanitary sewer and natural gas mains (but not cable television transmission lines) are installed within reasonable proximity to, but not within, the Units. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any structures and fixtures located within the Units.

**Section 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.

**Section 5. General Common Element Common Area Maintenance.** Maintenance of the General Common Element roads shall include, but not be limited to filling chuck holes, grading, regrading, paving, repaving, surfacing, resurfacing, cutting of weeds, maintenance of drainage ditches, and the removal of the snow and ice. Developer and upon transfer of responsibility to the Association, the Association covenants and agrees to pay the Township for all damages for injuries to real or personal property and/or bodily injury sustained by the Township growing out of any act or deed or any omission to act of the Association in connection with the performance of these maintenance duties. Developer and upon transfer of responsibility to the Association, the Association covenants and agrees to indemnify, save, and keep the Township harmless against all liability, judgments, costs, damages, and expense of and from any and all claims of any kind or nature whatsoever which may in anyway come against the Township for or on account of personal injuries or injuries to real or personal property caused, or claimed to have been caused, as a result of the performance of these maintenance duties, including court costs and reimbursement of attorney fees. The maintenance provisions contained in this Article IV, Section 5, shall not be amended in any way without the prior written consent of the Township. If the Association fails to properly maintain the General Common Element Common Areas (including, but not limited to roads, open space areas, sidewalks, pathways and the detention basin, but specifically excluding Community Areas which are the responsibility of the Northville Ridge Master Community Association) in reasonable condition and order, the Charter Township of Northville ("Township") has a right, but not the duty, to maintain the General Common Element Common Areas and to charge the owners for all costs and expenses incurred. The Township shall notify the Co-owners of its intent to cause any construction or maintenance by written notice to the owners at the address on the Township tax rolls and shall give the owners thirty (30) days to complete the work before the Township shall do so. The Township may demand payment upon written notice to the parties/owners at the address set forth on the Township tax rolls. In addition to other methods of collection, the Township shall have the right to place an assessment for the charges incurred on the Township tax roll and to collect such assessments in the same manner as any Township property tax or assessment. Such charges and assessments shall be a lien upon the Units of the Condominium.

**Section 6. Township Maintenance Agreements.** Developer has entered into a certain

Storm Drainage System Maintenance Agreement and a certain Bike Path Maintenance Agreement ("Township Maintenance Agreements") with Northville Township. The Association shall assume all responsibility for the maintenance obligations under the Township Maintenance Agreements upon the transfer of responsibility from Developer.

## ARTICLE V

### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

**Section 1. Description of Units.** Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of The Reserve at Northville Ridge Condominium and attached hereto as Exhibit B. Each Unit shall consist of the land located within Unit boundaries as shown on Exhibit B hereto and delineated with heavy outlines together with all appurtenances thereto.

**Section 2. Percentage of Value.** There are 205 Units in The Reserve at Northville Ridge Condominium. The percentage of value assigned to each Unit is equal (1/205% for each Unit). The percentages of value were computed on the basis of comparative characteristics of the Units and concluding that there are not material differences among them insofar as the allocation of the Percentages of Value is concerned. The total value of the Project is precisely 100%. 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 expenses of the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

## ARTICLE VI

### CONVERTIBLE AREAS

**Section 1. Designation of Convertible Areas.** Each Unit in the Project and all General and Limited Common Elements are Convertible Areas within which the individual Units may be expanded and/or reduced in size and within which the Limited Common Elements appurtenant to such Units may be constructed and/or relocated.

**Section 2. Developer's Rights.** Developer reserves the right, in its sole discretion, during a period ending no later than 6 years from the date of recording this Master Deed, to expand and/or reduce the size of individual Units, and to construct and/or relocate Limited Common Elements within the Convertible Areas.

**Section 3. Compatibility of Improvements.** All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on the other

portion of the Condominium Project. No improvements, other than as above indicated, may be created on the Convertible Areas.

**Section 4. Amendment of Master Deed.** Modifications within this Condominium Project shall be given effect by an appropriate amendment to the Master Deed in the manner provided by law, which amendment shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted 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 percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the method of original determination of percentages of value for the Project. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendment. In connection with such amendment, Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

**Section 5. Consent of Interested Persons.** All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing 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 for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

## ARTICLE VII

### EASEMENTS

**Section 1. Easements Retained by Developer.** The following easement reservations may be modified by Developer if such easements are covered by another recorded instrument granting such rights to Developer or the land benefitted by such easements.

(a) **Utility Easements.** Developer also hereby reserves for the benefit of itself, its successors and assigns, 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, storm retention areas, storm and sanitary sewer mains. In the event 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, extension or enlargement.

(b) **Sign Easements.** Developer reserves for the benefit of itself, its successors and assigns, a easement to construct and maintain on the Project a sign advertising the Developer's new location. Developer also reserves an easement over the Project for the purpose of maintaining a sign advertising the future development of the Project.

(c) **Model Easements.** The Developer reserves right to at all times use the model Units in the Condominium Project to market other projects developed by the Developer, its successors and assigns.

(d) **Road Dedication.** The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Development 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 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 thereto, recorded in the Wayne 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 of this Master Deed to effectuate the foregoing grant of easement or transfer of title

(e) **Utility Dedication.** The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Development and Sales Period to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in The Reserve at Northville Ridge Condominium. All such right-of-way areas shall be contractible areas which may be withdrawn from the project at the discretion of the Developer. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B thereto, recorded in the Wayne 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 of this Master Deed to effectuate the foregoing right-of-way dedication..

Section 2. **Grant of Easements by Association.** 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-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article VI hereof; subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

Section 3. **Easements for Maintenance, Repair and Replacement.** The Developer, the Association and all public or private utilities shall have such easements as may be necessary over

the Condominium Premises, including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents.

**Section 5. Telecommunications Agreements.** The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or 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 meaning of the Act and shall be paid over to and shall be the property of the Association.

## ARTICLE VIII

### SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

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

**Section 1. By Developer.** Developer reserves the sole right during the Development and Sale Period and without the consent of any other Co-owner or any mortgagee of any Unit to:

**(a) Subdivide Units; Consolidation of Units; Relocation of Boundaries.** Subdivide or re-subdivide any Unit which it owns, consolidate under single ownership two or more Units which are located adjacent to one another, and relocate any boundaries between adjoining Units. Such subdivision or re-subdivision of Units, 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 the Developer, its successors or assigns.

(b) **Amendments to Effectuate Modification.** In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision shall be separately identified by number and the percentage of value for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the new Condominium Units resulting in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed; provided, however, the percentage of value for all Units in the Project shall remain equal. Such amendment or amendments to the Master Deed shall also contain such further definitions of General Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so subdivided. 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 for the purposes of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

## ARTICLE IX

### NORTHVILLE RIDGE MASTER COMMUNITY AND NORTHVILLE RIDGE SINGLE-FAMILY COMMUNITY

Section 1. **Northville Ridge Master Community.** The Reserves at Northville Ridge Condominium is part of the Northville Ridge Master Community. When complete, the entire community may consist of a number of separate condominium projects, or other forms of approved development, all in addition to The Reserves at Northville Ridge Condominium. In order to provide a framework for the coordinated development of the entire Northville Ridge Master Community, and for the joint use, maintenance and support of designated portions thereof, the Declaration of Covenants, Conditions, Easements and Restrictions for the Northville Ridge Master Community (the "Declaration") has been established as referred to in Article II hereof. Such Declaration is incorporated herein by reference and shall be binding upon all Co-owners and the Association to the extent applicable to the Condominium Project. The Declaration confers certain benefits and imposes certain obligations upon the Co-owners and the Project, including, without limitation, the non-exclusive right to use and the obligation to share in the cost of maintenance and support of the Community Areas designated as such from time to time in accordance with the Declaration. All assessments levied against the Co-owners and their Units pursuant to such Declaration shall be equal and shall not be apportioned among the Co-owners in accordance with the percentages of value assigned to the Units owned by them.

Section 2. **Northville Ridge Single-Family Community.** The Reserves at Northville Ridge Condominium also is part of the Single-Family Community. The Northville Ridge Single-Family

Community presently consists of The Reserves at Northville Ridge Condominium and The Meadows at Northville Ridge Condominium. In order to provide a framework for the joint use of certain recreational amenities within The Meadows at Northville Ridge Condominium, maintenance and support of designated portions thereof, the Declaration of Covenants, Conditions, Easements and Restrictions for the Northville Ridge Single-Family Community (the "Declaration") has been established as referred to in Article II hereof. Such Declaration is incorporated herein by reference and shall be binding upon all Co-owners and the Association to the extent applicable to the Condominium Project. The Declaration confers certain benefits and imposes certain obligations upon the Co-owners and the Project, including, without limitation, the non-exclusive right to use and the obligation to share in the cost of maintenance and support of the Community Areas designated as such from time to time in accordance with the Declaration. All assessments levied against the Co-owners and their Units pursuant to such Declaration shall be equal and shall not be apportioned among the Co-owners in accordance with the percentages of value assigned to the Units owned by them.

**Section 3. Community Area Easements.** The Developer or the Association shall have the right to grant easements over or with respect to the General Common Elements of the Condominium as may be necessary or desirable in furtherance of development, community usage, coordinated maintenance and operation of the Northville Ridge Master Community and/or the Northville Ridge Single-Family Community and to confer responsibilities and jurisdiction for administration and maintenance of such easements upon the administrator of the Northville Ridge Master Community and/or the Northville Ridge Single-Family Community.

## ARTICLE X

### AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to said Master Deed) may be amended with the consent of 66-2/3% of the Co-owners except as hereinafter set forth:

**Section 1. Co-owner Consent.** No Unit dimension may be modified without the consent of the Co-owner of such Unit nor may the nature or extent of Limited Common Elements, if any, or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any Unit to which the same are appurtenant.

**Section 2. By Developer.** Prior to 1 year after expiration of the Development 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 do not materially affect any rights of any Co-owners or mortgagees in the Project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the

Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

**Section 3. Change in Value of Vote, Maintenance Fee and Percentages of Value.** The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article V, Section 6(c) of the Bylaws and except as provided in Article VIII hereof.

**Section 4. Mortgagee Approval.** Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-owners, to amend this Master Deed and the Condominium Documents without approval of any mortgagee unless the Amendment would materially alter or change the rights of a mortgagee, in which event 66-2/3% of the mortgagees shall approve such Amendment, giving one vote for each mortgage held.

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

**Section 6. Developer Approval.** During the Development and Sales Period, this Master Deed and Exhibits A and B hereto shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

## ARTICLE XI

### ASSIGNMENT

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

#### WITNESSES:

Paul A. Bringer  
PAUL A. BRINGER

Jill A. Demetrios  
JILL A. DEMETRIOS

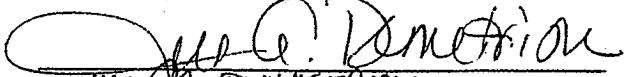
NORTHVILLE RIDGE DEVELOPMENT  
CORPORATION, a Michigan corporation

By: \_\_\_\_\_  
Gary Sakwa, President

STATE OF MICHIGAN )  
OAKLAND ) ss.  
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of JULY, 2003, by Gary Sakwa, President of Northville Ridge Development Corporation, a Michigan corporation, on behalf it.

JILL A. Demetriou  
Notary Public, Washtenaw County MI  
Acting in Oakland County  
My Commission Expires November 26, 2003

  
JILL A. DEMETRIOU Notary Public  
acting in Oakland County, Michigan  
My Commission Expires: 11-26-03

***Master Deed drafted by:***

Mark J. Abdo, Attorney at Law  
42550 Garfield Road, Suite 104A  
Clinton Township, Michigan 48038

***When recorded, return to drafter***

## EXHIBIT A

### BYLAWS

#### THE RESERVE AT NORTHLVILLE RIDGE CONDOMINIUM

### ARTICLE I

#### ASSOCIATION OF CO-OWNERS

The Reserve at Northville Ridge Condominium, a residential Condominium Project located in Northville Township, Wayne 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 Non-profit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

### ARTICLE II

#### ASSESSMENTS

**Section 1. Assessments Against Units and Co-owners.** 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 Owners thereof in accordance with the following provisions.

**Section 2. Assessments for Common Elements.** All costs incurred by the Association in satisfaction of any liability arising with, 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 receipt affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

**Section 3. 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 annual payments as set forth in Section 4 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 determine, 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 \$1,000.00 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 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 \$1,000.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 6 hereof, or (3) 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 3(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 4. Apportionment of Assessments and Penalty for Default.** Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned 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 Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable by Co-owners in one installment, which is due and payable on January 1 of each year (or any other date which the board may determine at its discretion). In the initial year, the payment shall be prorated 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 1% per month shall be assessed automatically by the Association upon any assessments in default for five or more days until installment together with the applicable late charges is paid in full. Each Co-owner (whether 1 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. 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 5. 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 6. 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 also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XIX, 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 subject Unit.

(c) **Notices of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, of 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 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 7. Liability of Mortgagee.** Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder 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 8. Developer's Responsibility for Assessments.** The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the annual Association assessment. The Developer, however, shall at all times pay all expenses of maintaining the Units that it owns, including the improvements located thereon, together within a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and of the improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units owned by it on which a completed building is located. For instance, the only expense presently contemplated that the Developer might be expected to pay is a pro rata share of snow removal and other road maintenance from time to time as well as a pro rata share of any administrative costs which the Association might incur from time to time. Any assessments levied by the Association against the Developer for other purposes shall be void without Developer's consent. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs. A "completed building" shall mean a building with respect to which a certificate of occupancy has been issued by Northville Township.

**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. Mechanic's Lien.** A mechanic's 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 liability insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the Common Elements and administration of the Condominium Project. Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the buildings and all other improvements constructed or to be constructed within the perimeter of his Condominium Unit and for his personal Property located therein or thereon or elsewhere on the Condominium Project. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Unit or the improvements located thereon, and also for any other personal insurance coverage that the Co-owner wishes to carry. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage required to be carried by a Co-owner.

**Section 2. Indemnification.** Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which such other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Co-owner's Unit and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Development and Sales Period). This Section 2 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner, however.

**Section 3. Premium Expenses.** All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

## ARTICLE V

### RECONSTRUCTION OR REPAIR

**Section 1. Association Responsibility for Repair.** Immediately after a casualty causing damage to 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 costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof

are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

**Section 2. Timely Reconstruction and Repair.** If damage to the General Common Elements adversely affects the appearance or utility of the Project, the Association shall proceed with replacement of the damaged property without delay.

**Section 3. Co-owner's Responsibility.** Each Co-owner shall be responsible for all maintenance, repair and replacement required within his Unit.

**Section 4. Eminent Domain.** The following provisions shall control upon any taking by eminent domain:

(a) **Taking of Unit or Improvements Thereon.** In the event of any taking of an entire Unit or any improvements thereon by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. After acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project.

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

(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 shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

(e) **Applicability of the Act.** To the extent not inconsistent with the foregoing

provisions, Section 133 of the Act shall control upon any taking by eminent domain.

**Section 5. 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.** No Unit in the Condominium shall be used for other than single-family residence purposes and the Common Elements shall be used only for purposes consistent with single-family residential use. No building of any kind shall be erected except private residences and structures ancillary thereto. Only one residence may be erected within any Unit.

#### Section 2. Leasing and Rental.

(a) **Right to Lease.** A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least 6 months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion without approval by the Association.

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

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

(2) Tenants or nonco-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

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

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

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

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

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

### Section 3. Architectural Control.

(a) No building, structure or other improvement shall be constructed within a Condominium Unit or elsewhere within the condominium Project, nor shall any exterior modification be made to any existing buildings, structure or improvement, unless plans and specifications therefor, containing such detail as the Developer may reasonably request, have first been approved in writing by the Developer. Construction of any building or other improvements must also receive any necessary approvals from the local public authority. Developer shall have the right to refuse to approve any such construction plans or specifications, or grading or landscaping plans, which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing

upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement, modification or landscaping, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners. Developer's rights under this Article VI, Section 3 may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements or effect any landscaping upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

(b) Dwellings shall be constructed in accordance with Article V ("Single Family Component") of a certain Consent Judgement (as the same may be amended from time to time) entered into with Novi Township, as recorded in Liber 35585, Page 1407, Wayne County Records.

(c) No above-ground swimming pools or outbuildings shall be erected or maintained on any Unit.

(d) No fence or wall of any kind shall be erected or maintained on any Unit, except fences (which shall be black or brown wrought iron, aluminum or the equivalent as approved by the Developer) surrounding swimming pools. All permitted fences shall be no larger than 4 feet in height. The Developer shall have the right to approve the size, design and location of all fences. This section shall not apply to fences installed by the Developer on the Common Elements of the Condominium.

(e) The size, color, style, location and other attributes of the mailbox for any residence shall be as specified by the Developer, in order to ensure consistency and uniformity within the Condominium. Developer may elect to supply mailboxes to the Owner which shall be paid for by the Owner.

(f) Construction Activities.

(1) In the course of constructing a dwelling the individual Owner of those Units shall be responsible for the installation of the sidewalk shown on Exhibit B attached hereto. Damage to any sidewalk in the Condominium during construction of the Units by the owner shall be replaced by the Unit owner.

(2) All landscaping must be completed within 6 months after initial occupancy of the dwelling, weather permitting, or in the case of speculative or unsold homes, within 6 months after the exterior of the dwelling has been (or with due diligence should have been) substantially completed. Each Owner shall be required to plant 3 trees on their Unit (the location of which shall be approved by the Developer) along with the landscaping required herein. Such trees shall be at least 3 inch caliper and shall be of the following types:

Botanical Name	Common Name
Acer rubrum	Red Maple
Acer saccharum	Sugar Maple
Betula nigra	River Birch
Fagus sylvatica	American Beech
Liriodendron tulipifera	Tulip Tree
Quercus sp.	Any Oak Species
Tilia sp.	Any Linden Species

(g) Standard for Developer's Approvals; Exculpation from Liability. In reviewing and passing upon the plans, drawings, specifications, submissions and other matters to be approved or waived by the Developer under this Section, the Developer intends to ensure that the dwellings and other features embodied or reflected therein meet the requirements set forth in this Section; however, the Developer reserves the right to waive or modify such restrictions or requirements pursuant to paragraph (h) of this Section. In addition to ensuring that all dwellings comply with the requirements and restrictions of this Section 3, the Developer (or the Association, to the extent approval powers are assigned to it by the Developer) shall have the right to base its approval or disapproval of any plans, designs, specifications, submissions or other matters on such other factors, including completely aesthetic considerations, as the Developer (or the Association) in its sole discretion may determine appropriate or pertinent. The Developer currently intends to take into account the preservation of trees and of the natural setting of the Condominium in passing upon plans, designs, drawings, specifications and other submissions. Except as otherwise expressly provided herein, the Developer or the Association, as the case may be, shall be deemed to have the broadest discretion in determining what dwellings or other structures will enhance the aesthetic beauty and desirability of the Condominium, or otherwise further or be consistent with the purposes for any restrictions. In no event shall either the Developer (or the agents, officers, employees or consultants thereof), or the Association have any liability whatsoever to anyone for any act or omission contemplated herein, including without limitation the approval or disapproval of plans, drawings, specifications, elevations of the dwellings or other structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example, neither the Developer nor member of the Association shall have liability to anyone for approval of plans, specifications, structures or the like which are not in conformity with the provisions of this Section 3 or any other provision contained in the Condominium Documents, or for disapproving plans, specifications, structures or the like which arguably are in conformity with the provisions hereof. In no event shall any party have the right to impose liability on, or otherwise

contest judicially, the Developer or any other person for any decision of the Developer (or alleged failure of the Developer to make a decision) relative to the approval or disapproval of a structure or any aspect or other matter as to which the Developer reserves the right to approve or waive under this Master Deed. The approval of the Developer (or the Association, as the case may be) of a building, structure, improvement or other matter shall not be construed as a representative or warranty that the structure or matter is properly designed or that it is conformity with the ordinances or other requirements of Northville Township or any other governmental authority. Any obligation or duty to ascertain any such non-conformities, or to advise the Owner or any other person of the same (even if known), is hereby disclaimed.

(h) **Developer's Right to Waive or Amend Restrictions.** Notwithstanding anything herein to the contrary, the Developer reserves the right to approve any structure or activities otherwise prescribed or prohibited hereunder, or to waive any restriction or requirement provided for in this Section 3, if in the Developer's sole discretion such is appropriate in order to maintain the atmosphere, architectural harmony, appearance and value of the Condominium and the Units therein, or to relieve the Owner of a Unit or a contractor from any undue hardship or expense. In no event, however, shall the Developer be deemed to have waived or be estopped from asserting its right to require strict and full compliance with all the restrictions sent forth herein, unless the Developer indicates its intent and agreement to do so in writing and, in the case of an approval of nonconforming structures, the requirements of paragraph (a) of this Section are met.

**Section 4. Pets.** No animals, including household pets, except 2 dogs or 2 cats or any combination of 2 such animals, shall be maintained by any Co-owner unless specifically approved in writing by the Association which consent, if given, shall be revocable at any time for infraction of the rules with respect to animals. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. No dog kennels or dog runs shall be allowed.

**Section 6. Aesthetics.** The Common Elements 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. No exterior radio, television aerial, antenna, satellite dish or other reception or transmission device shall be constructed, altered or maintained on any Unit without the prior written consent of Developer, which the Developer may withhold in its sole discretion. Satellite dishes shall be 18 inches in diameter or less and attached to the sides or rear of the dwelling.

**Section 6. 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 in garages or approved outbuildings. Passenger vehicles shall be parked in garages to the maximum extent possible. Garage doors shall be kept closed when not in use. 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.

**Section 7. 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, including "For Sale" signs, without written permission from the Association and, during the Development and Sales Period, from the Developer.

**Section 8. 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. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than 50% of the Co-owners in number and value, except that the Co-owners may not revoke any regulation or amendment prior to the First Annual Meeting of the entire Association.

**Section 9. Common Element Maintenance.** Sidewalks, if any, yards, landscaped areas, driveways and roads 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 10. Co-owner Maintenance.** Each Co-owner shall maintain his Unit 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 11. 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 Development and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in the Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary 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 Development and Sales Period. Developer shall restore the areas so utilized to habitable status upon termination of use.

**(b) Enforcement of Bylaws.** The Developer shall have the right to enforce these Bylaws throughout the Development 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.

**(c) Prior approval by Developer.** During the Development and Sales Period, no buildings, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height materials, color scheme, location and approximate cost of such structure or improvements and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, a copy of said plans and specifications, as finally approved, lodged permanently with the Developer. The Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

## ARTICLE VII

### 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 VIII

### VOTING

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

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

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

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

**Section 4. Quorum.** The presence in person or by proxy of 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 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 IX

### MEETINGS

**Section 1. Place of Meeting.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some 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 the Project (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 nondeveloper 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 to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting 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. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

**Section 4. Special Meetings.** It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by 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 VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

**Section 6. Adjournment.** If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than 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. Meeting of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

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

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

### 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 2 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 XI

### BOARD OF DIRECTORS

**Section 1. Number and Qualification of Directors.** The Board of Directors shall initially be comprised of 3 members and shall continue to be so comprised until enlarged to 5 members in accordance with the provisions of Section 2 hereof. Thereafter, the affairs of the Association shall be governed by a Board of 5 Directors all of whom must be members of the Association, except for the first Board of Directors, or its successors as selected by the Developer. Directors' compensation, if any, shall be set by the affirmative vote of 60% of all Co-owners. Directors of the Association who serve prior to the Transitional Control Date shall receive no compensation.

#### Section 2. Election of Directors.

(a) **First Board of Directors.** The first Board of Directors or its successors as selected by the Developer, shall 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. Immediately prior to the appointment of the first non-developer Co-owners to be Board, the Board shall be increased in size from 3 persons to 5 persons. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below.

(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 5 Directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% in number of the Units that may be created, 2 of the 5 Directors shall be elected by non-developer Co-owners. When the required percentage levels 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 or Directors, as the case may be. Upon certification by the Co-owners to the Developer of the Director or Directors so elected, the Developer shall then immediately appoint such Director or Directors to the Board to serve until the First Annual Meeting

of members unless 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 all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (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 3 Directors shall be elected for a term of 2 years and 2 Directors shall be elected for a term of 1 year. At such meeting all nominees shall stand for election as 1 slate and the 3 persons receiving the highest number of votes shall be elected for a term of 2 years and the 2 persons receiving the next highest number of votes shall be elected for a term of 1 year. At each annual meeting held thereafter, either 2 or 3 Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for 2 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 IX, Section 3 hereof.

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

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

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

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

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

(d) To rebuild improvements after casualty.

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

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

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of 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 of these Bylaws.

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

and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(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.

**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 VIII, Section 4. Any Director whose removal has been proposed by the Co-owner 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. Adjournment.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

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

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

## ARTICLE XII

### OFFICERS

**Section 1. Officers.** The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors

may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two 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 XIII

### SEAL

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

## ARTICLE XIV

### FINANCE

**Section 1. Records.** The Association shall keep detailed books of account showing all expenditures and receipts of administration 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 XV

### INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including 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 other 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 XVI

### AMENDMENTS

**Section 1. Proposal.** Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by 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 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 County Register of Deeds.

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

## ARTICLE XVII

### COMPLIANCE

The Association 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 XVIII

### DEFINITIONS

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

## ARTICLE XIX

### REMEDIES FOR DEFAULT

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

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

Section 2. **Recovery of Costs.** In any proceeding arising because of an alleged default by

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

**Section 3. Removal and Abatement.** The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

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

**Section 5. Non-waiver of Right.** The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

**Section 6. Cumulative Rights, Remedies and Privileges.** All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

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

## ARTICLE XX

### ASSESSMENT OF FINES

**Section 1. General.** The violation by any Co-owner, occupant or guest of any of the provisions of the Condominium Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors,

of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

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

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

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

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

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

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

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

(b) **Second Violation.** Twenty Five Dollar (\$25.00) fine.

(c) **Third Violation.** Fifty Dollar (\$50.00) fine.

(d) **Fourth Violation and Subsequent Violations.** One Hundred Dollar (\$100.00) fine.

**Section 4. Collection.** The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first of the following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Document including, without limitations, those described in Article II and Article XIX of the Bylaws.

## ARTICLE XXI

### RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee thereupon 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 XXII

### SEVERABILITY

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

## ARTICLE XXIII

### LITIGATION

**Section 1. General.** The requirements of this Article XXIII shall govern the Association's commencement and conduct of any civil action except for actions to enforce the Bylaws of the Association or collect delinquent assessments. The requirements of this Article XXIII will ensure

that the members of the Association are fully informed regarding the prospects to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each member of the Association shall have standing to sue to enforce the requirements of this Article XXIII. The following procedures and requirements apply to the Association's commencement of any civil action other than in action to enforce the Bylaws of the Association or collect delinquent assessments:

(a) The Association's Board of Directors ("Board") shall be responsible in the first instance for recommending to the members that a civil action be filed, and supervising and directing any civil actions that are filed.

(b) Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board shall call a special meeting of the members of the Association ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the members of the date, time and place of the litigation evaluation meeting shall be sent to all members not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8 1/2" x 11" paper:

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

(i) It is in the best interest of the Association to file a lawsuit;

(ii) That at least one Board member has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association without success;

(iii) Litigation is the only prudent, feasible and reasonable alternative; and

(iv) The Board's proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

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

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

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

county and court in which each civil action was filed.

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

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

(5) The litigation attorney's proposed written fee agreement.

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

(c) If the lawsuit relates to the condition of any of the Common Elements, the Board shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the members of the Association have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to the replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all members with the written notice of the litigation evaluation meeting.

(d) The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee agreement unless the existence of the agreement is disclosed to the members in the text of the Association's written notice to the members of the litigation evaluation meeting.

(e) At the litigation evaluation meeting the members shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce the Association Bylaws or collect delinquent assessments) shall require the approval of two-thirds majority in number and in value. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

(f) All legal fees incurred in pursuit of any civil action that is subject to this Article XXIII shall be paid by special assessment of the members of the Association ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all members of the Association in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board is not retained, the litigation special assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the members in accordance with their respective percentage of the value interests in the Condominium and shall be collected from the members on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

(g) During the course of any civil action authorized by the members pursuant to this Article XXIII, the retained attorney shall submit a written report ("attorney's written report") to the Board every thirty (30) days setting forth:

(1) The attorney's fee, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) days period immediately preceding the date of the attorney's written report ("reporting period").

(2) Actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.

(3) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including but not limited to, settlement discussions.

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

(5) Whether the originally estimated total cost of the civil action remains accurate.

(h) The Board shall meet monthly during the course of any civil action to discuss and review:

(1) The status of the litigation.

(2) The status of settlement efforts, if any.

(3) The attorney's written report.

(i) If at any time during the course of a civil action, the Board determines that the originally estimated total cost of the civil action or any revisions thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the members, the Board shall call a special meeting of the members to review the status of the litigation, and to allow the members to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

(j) The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action subject to this Article XXIII ("litigation expenses") shall be fully disclosed to members in the Association's annual budget. The litigation expenses for each civil action subject to this Article XXIII shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

(k) This Article XXIII may be amended, altered or repealed by a vote of not less than 66-2/3% of all members of the Association.

**WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN No. 10**  
**EXHIBIT "B" TO THE MASTER DEED FOR:**

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

# THE RESERVE AT NORTHLAKE CONDOMINIUM

## **NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN**

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4, N.W. 1/4, S.E. 1/4, S.W. 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT DISTANT N. 00°02'15" W. 1298.38 FEET ALONG THE NORTH AND SOUTH 1/4 LINE OF SECTION 18 FROM THE SOUTH 1/4 CORNER OF SAID SECTION 18; THENCE FROM SAID POINT OF BEGINNING S. 69°09'55" W. 687.91 FEET; THENCE N. 00°04'04" E. 1291.58 FEET; THENCE N. 00°03'08" E. 837.22 FEET; THENCE THE FOLLOWING TEN (10) COURSES ALONG THE SOUTHERLY LINE OF SAID "THE MEADOWS AT NORTHVILLE RIDGE CONDOMINIUM" WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 670 S. 69°56'52" E. 280.31 FEET, S. 64°12'58" E. 60.00 FEET, 58.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 200.00 FEET, CENTRAL ANGLE 18°4'02", AND A CHORD THAT BEARS S. 17°45'01" W. 58.50 FEET, N. 88°38'28" E. 277.28 FEET, AND S. 37°40'15" E. 180.28 FEET, S. 51°50'25" E. 228.82 FEET, N. 88°55'40" E. 240.21 FEET, S. 43°15'59" E. 234.26 FEET, S. 80°59'09" E. 222.05 FEET, AND N. 37°51'26" E. 10.76 FEET; THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE TERRACES AT THE NORTHVILLE RIDGE CONDOMINIUM" WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 672 S. 52°08'34" E. 621.07 FEET, S. 02°47'27" W. 232.27 FEET, S. 11°36'15" E. 224.31 FEET S. 47°11'15" E. 334.21 FEET, AND S. 83°49'28" E. 239.38 FEET; THENCE S. 77°30'18" W. 184.40 FEET; THENCE S. 80°15'06" W. 398.54 FEET; THENCE S. 78°18'38" W. 81.69 FEET; THENCE S. 00°50'03" E. 354.29 FEET; THENCE S. 89°09'55" W. 1183.44 FEET; TO THE POINT OF BEGINNING, CONTAINING 81.31 ACRES MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS ON RECORD.

**SURVEYOR & PREPARER:**

ZEIMET/WOZNIAK &  
ASSOCIATES, INC.  
28450 FRANKLIN ROAD  
SOUTHFIELD, MI 48034

**DEVELOPER:**

**NORTHVILLE RIDGE  
DEVELOPMENT CORPORATION  
28470 13 MILE ROAD SUITE 220  
FARMINGTON HILLS, MI 48334**

#### **INDEX OF DRAWINGS:**

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17	COMMUNITY AREA PLAN
18	COMMUNITY AREA PLAN FOR NORTHLIVRE RIDGE SINGLE- FAMILY ASSOCIATION

EXAMINED AND APPROVED  
DATE JUL 3 1 2003  
BY DPL / YCA  
DANIEL P. LANE  
PLAT. ENGINEER



RICHARD A. HOFSESS  
PROFESSIONAL SURVEYOR NO. 47855  
ZEILETT-WOZNIAK & ASSOCIATES  
28450 FRANKLIN ROAD  
SOUTHFIELD, MICHIGAN 48034

SOL "P" INDICATES A CONCRETE MONUMENT SET  
IN THE GROUND. THE NUMBER DESIGNATES THE  
NUMBER OF THE MONUMENT.

1. THE SYMBOL "P" INDICATES A CONCRETE MONUMENT SET CONSISTING OF A 1/2" DIAMETER STEEL ROD, 3 FEET LONG ENCASED IN A 4" DIAMETER CONCRETE CYLINDER. (CURRENTLY NOT SET BUT WILL BE NOT LATER THAN 1 YEAR FROM DATE OF INITIAL RECORDING OF THE MASTER DEED.)
  2. THE SYMBOL "O" INDICATES A 18" PON ROD.
  3. ALL ROADS IN THE CONDOMINIUM PROJECT ARE PRIVATE UNLESS OTHERWISE NOTED.
  4. BEARINGS ARE IN RELATION TO THE EAST LINE OF SECTION 18 AS RECITED IN WARRANTY DEED RECORDED IN LIBER 35896, PAGE 1 W.C.R.
  5. SEE UTILITY PLAN FOR SANITARY, WATER, AND STORM SEWER EASEMENTS.
  6. BECHKUHAR ARROW ON FIRE MOUNTAIN 40 FEET SOUTH-WEST OF THE INTERSECTION OF CARRIAGE WAY AND SOUTH GLACIER ALONG THE SOUTHERLY LINE OF SOUTH GLACIER. ELEVATION: 553.20 FEET D.S.G.S. DATUM

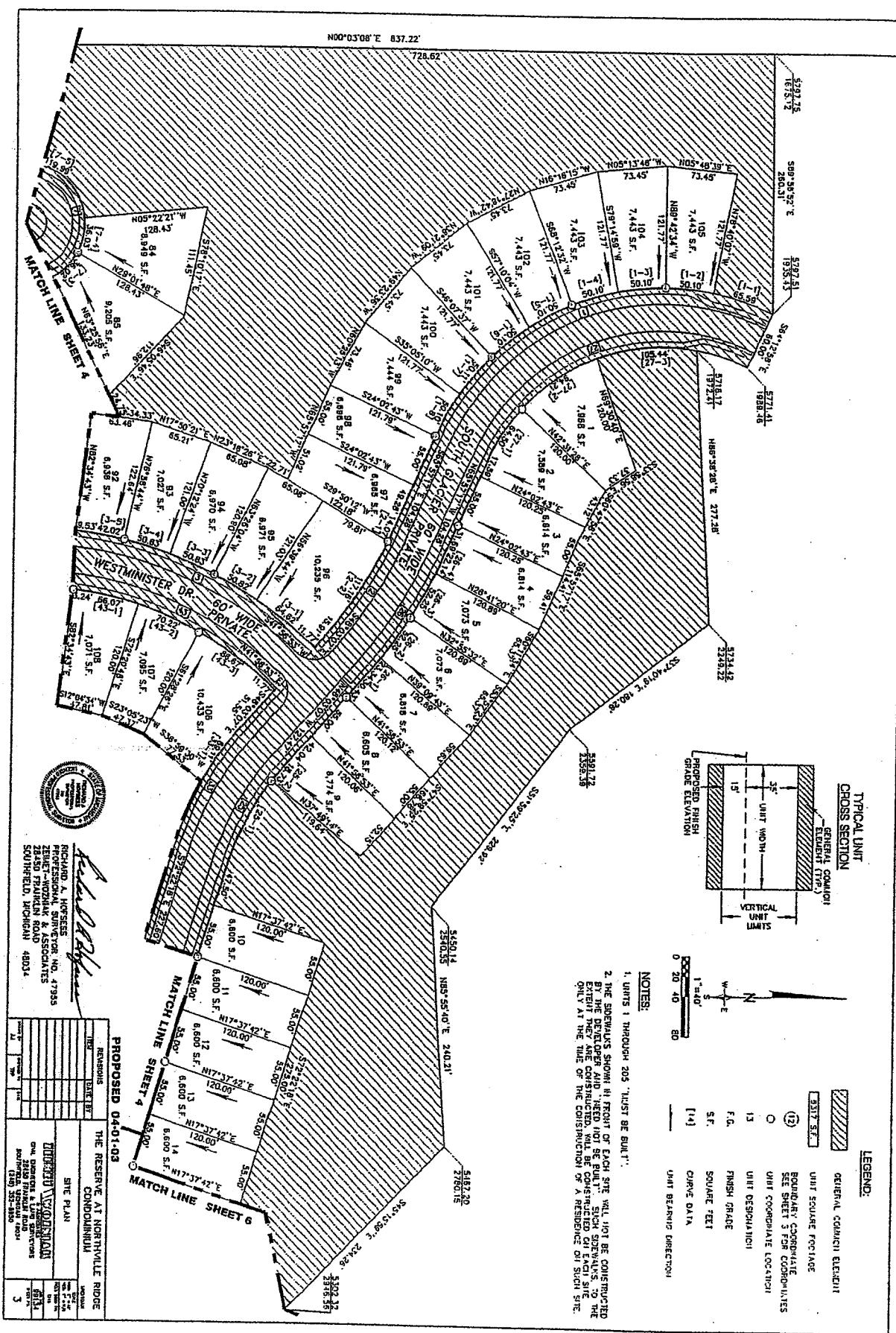
**SURVEYOR'S CERTIFICATE:**

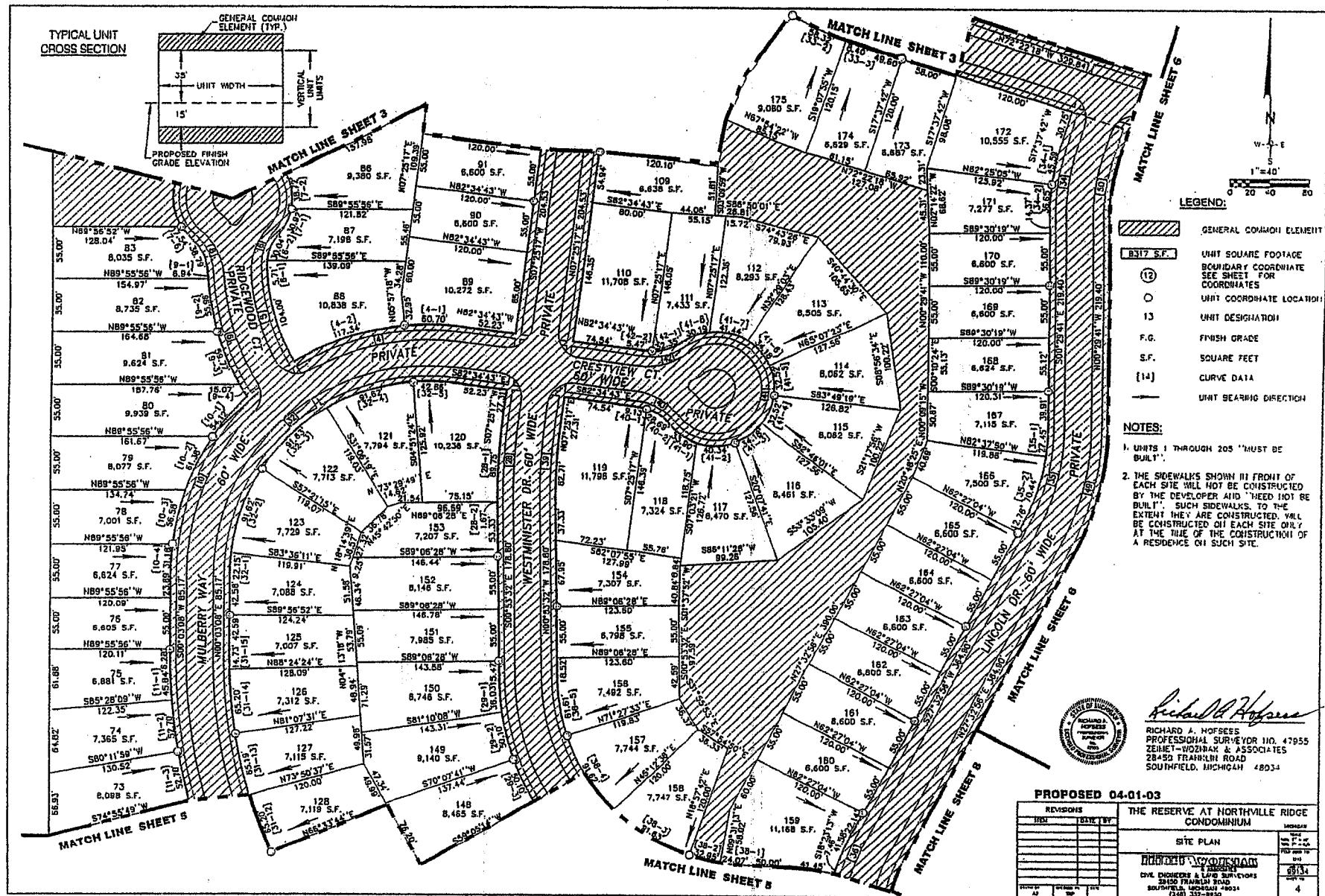
I, RICHARD A. HORSESS, REGISTERED LAND SURVEYOR OF THE  
STATE OF MICHIGAN, HEREBY CERTIFY:

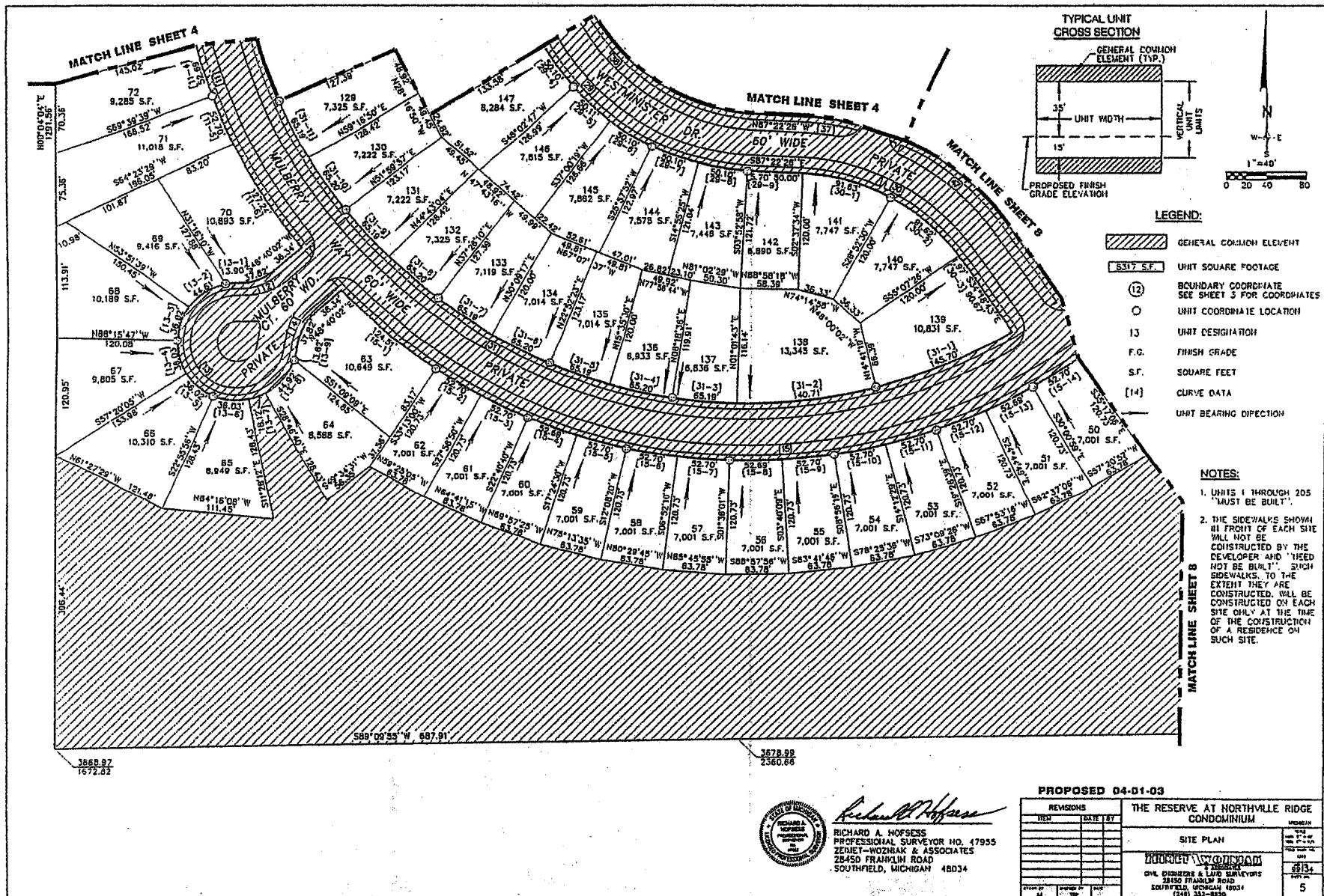
THAT THE SUBDIVISION PLAN MADE AS WAYNE COUNTY  
CONDOMINIUM SUBDIVISION PLAN NO. \_\_\_\_\_ AS SHOWN IN  
THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON  
THE GROUND MADE UNDER MY DIRECTION THAT THERE ARE  
NO EXISTING ENCROACHMENTS UPON THE LANDS AND  
PROPERTY HEREIN DESCRIBED, THAT THE REQUIRED  
MONUMENTS AND IRON MARKERS HAVE NOT BEEN LOCATED IN  
THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER  
SECTION 142 OF ACT 59 OF THE PUBLIC ACTS OF 1978,  
BUT SHALL BE MADE ONE YEAR OF THE DATE ON WHICH  
THE PLATTER DEED IS RECORDED, THE ACCURACY OF  
THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES  
PROMULGATED UNDER SECTION 142 OF ACT 59 OF THE  
PUBLIC ACTS OF 1978, THAT THE BEARINGS, AS SHOWN, ARE  
NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES  
PROMULGATED UNDER SECTION 142 OF ACT 59 OF THE  
PUBLIC ACTS OF 1978. \*

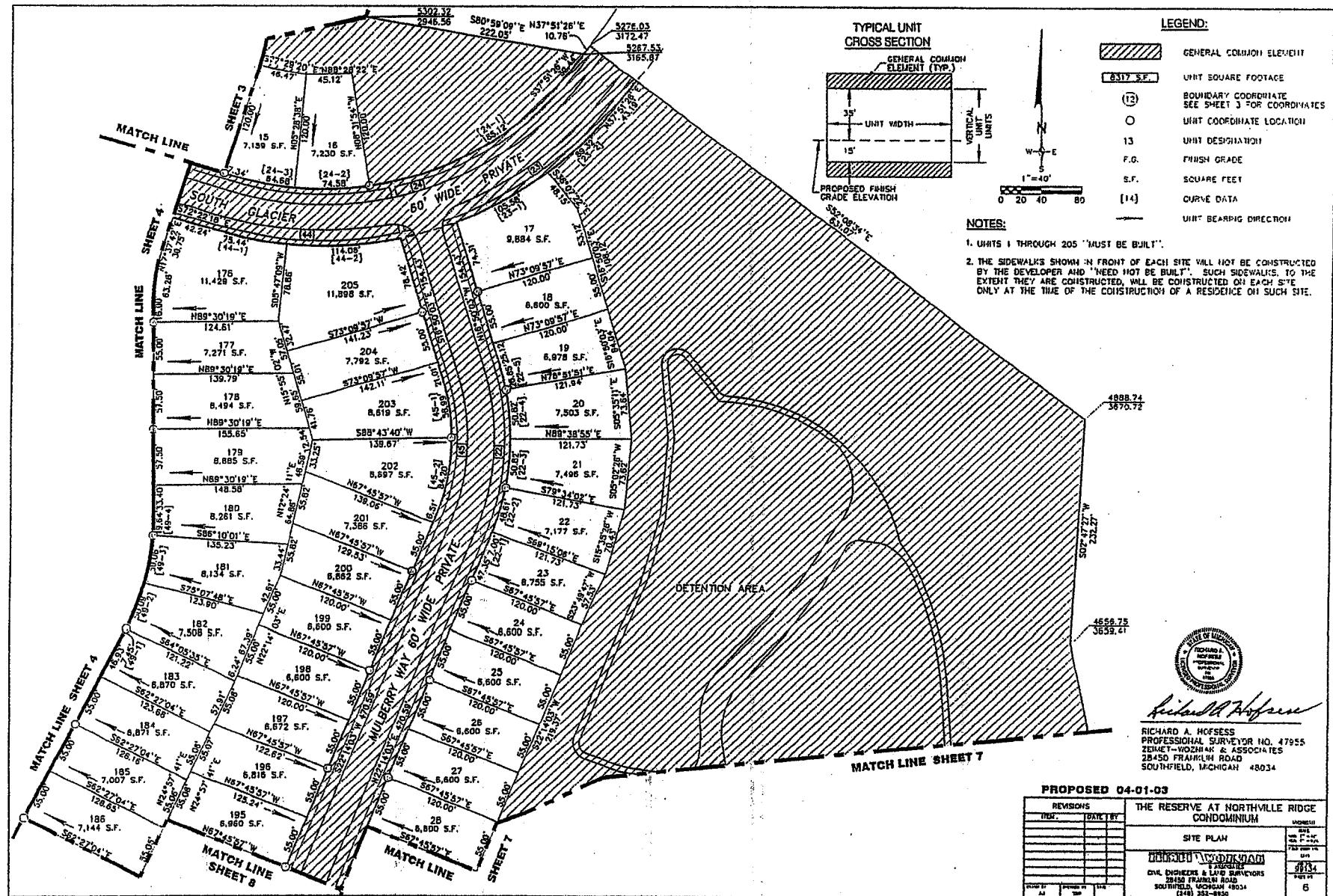
DATE: 04-01-03

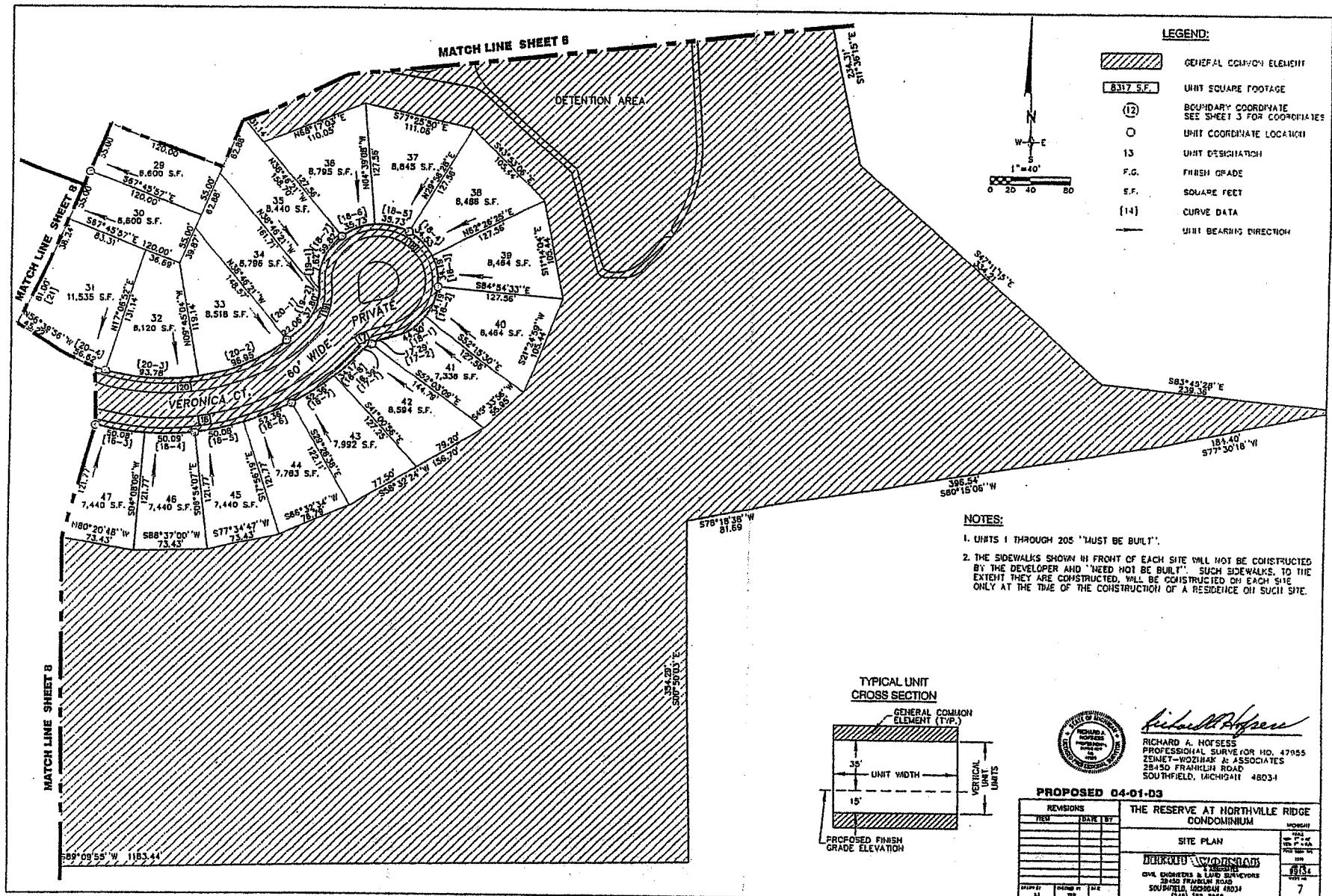
PROPOSED 04-01-03

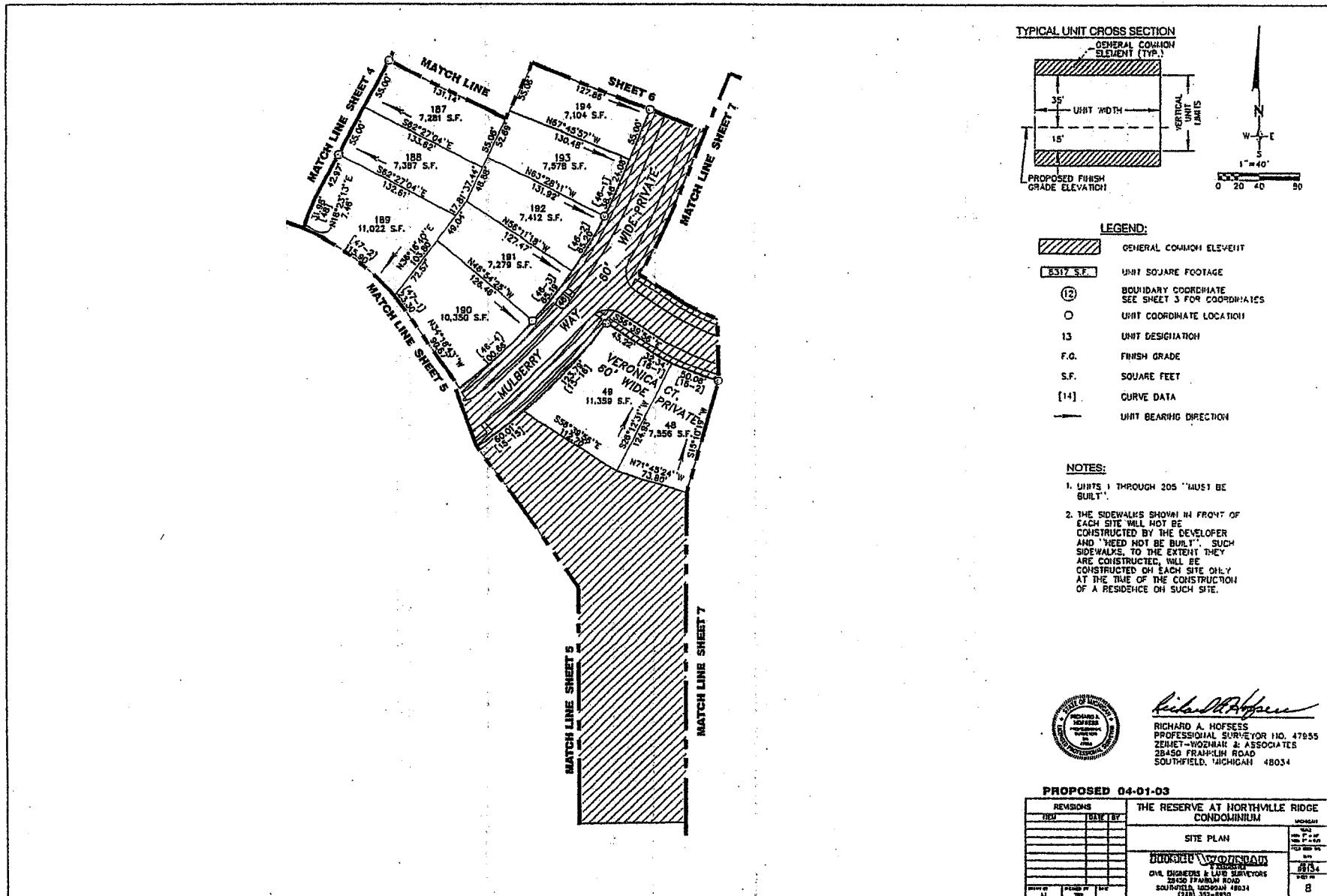






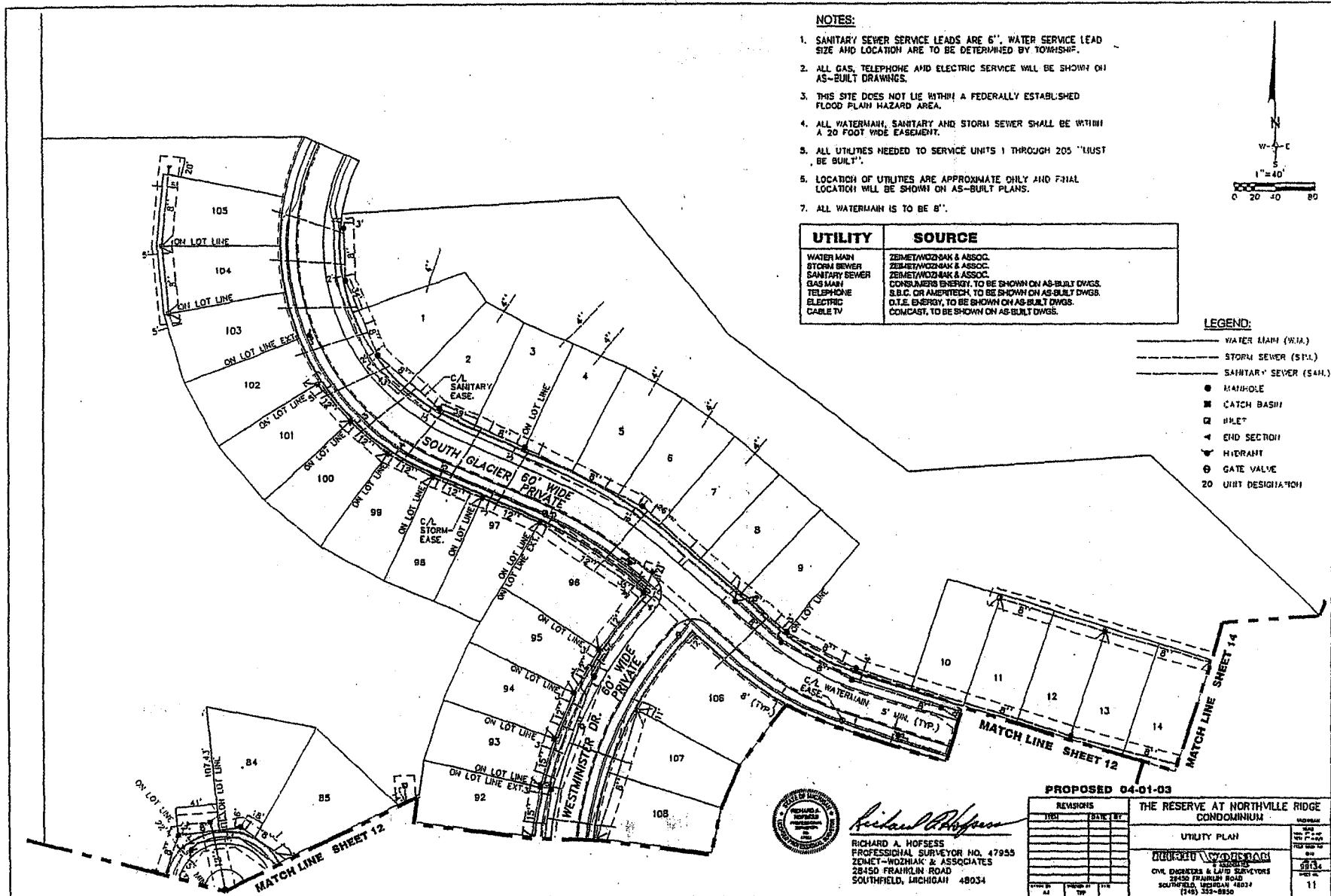




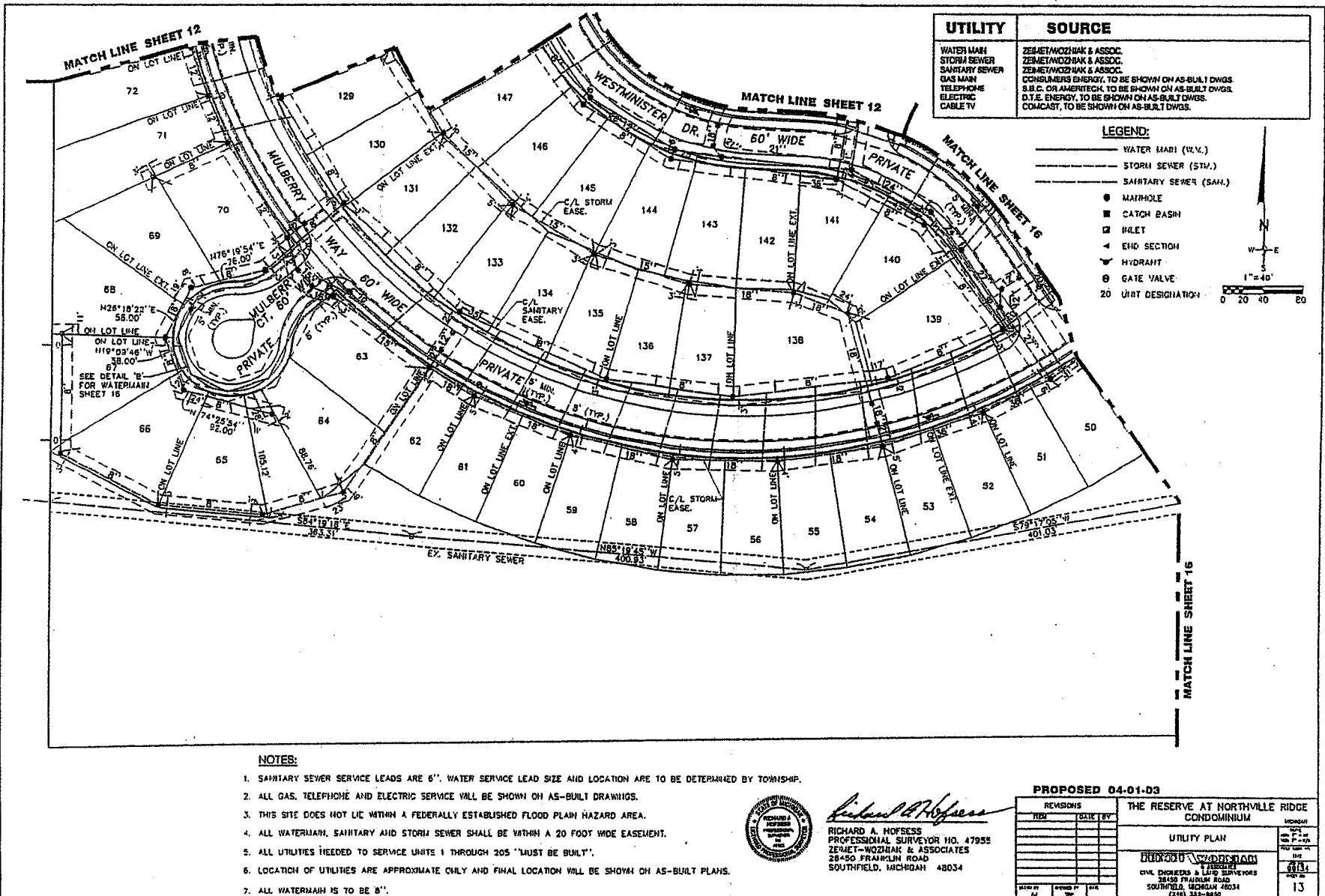


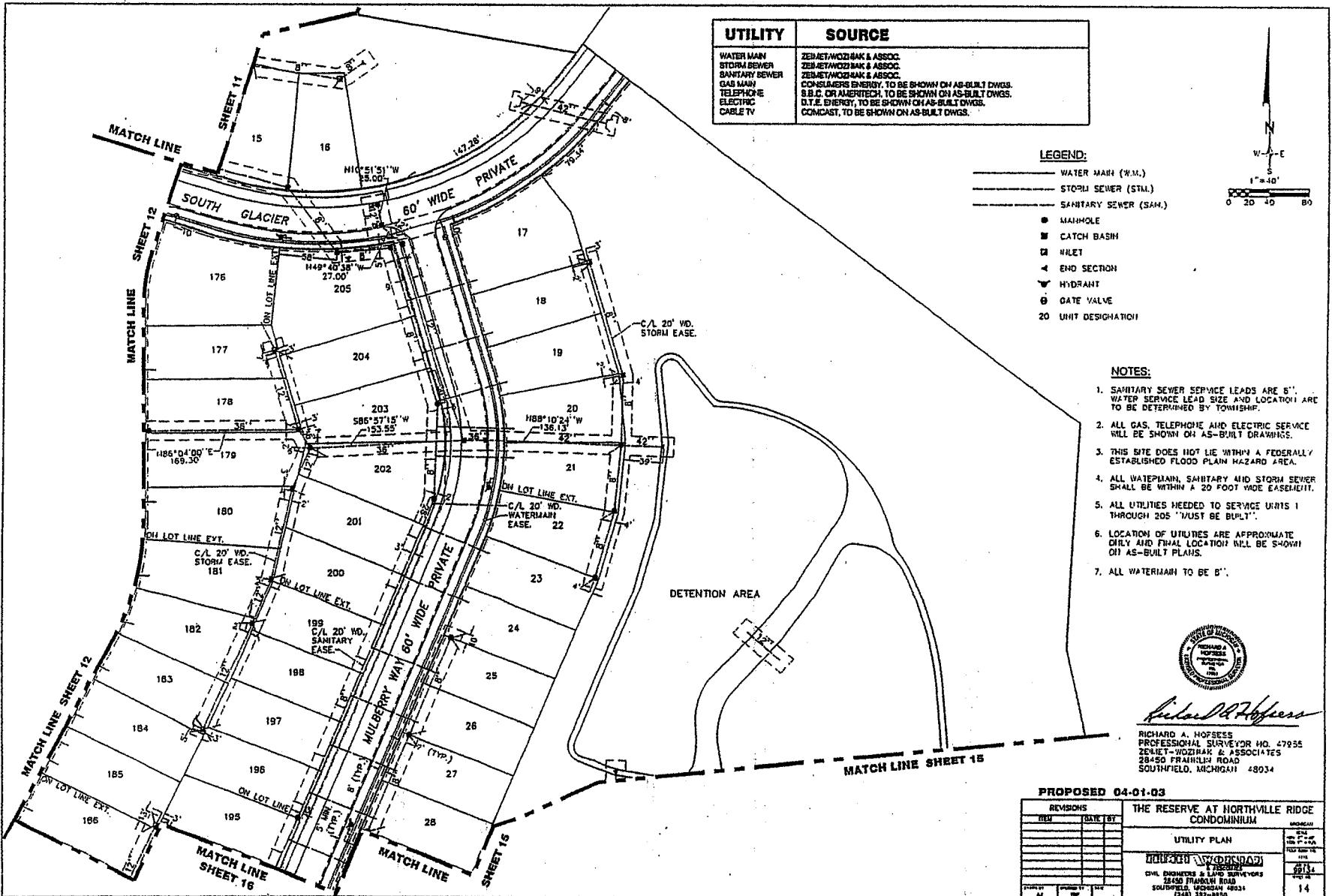


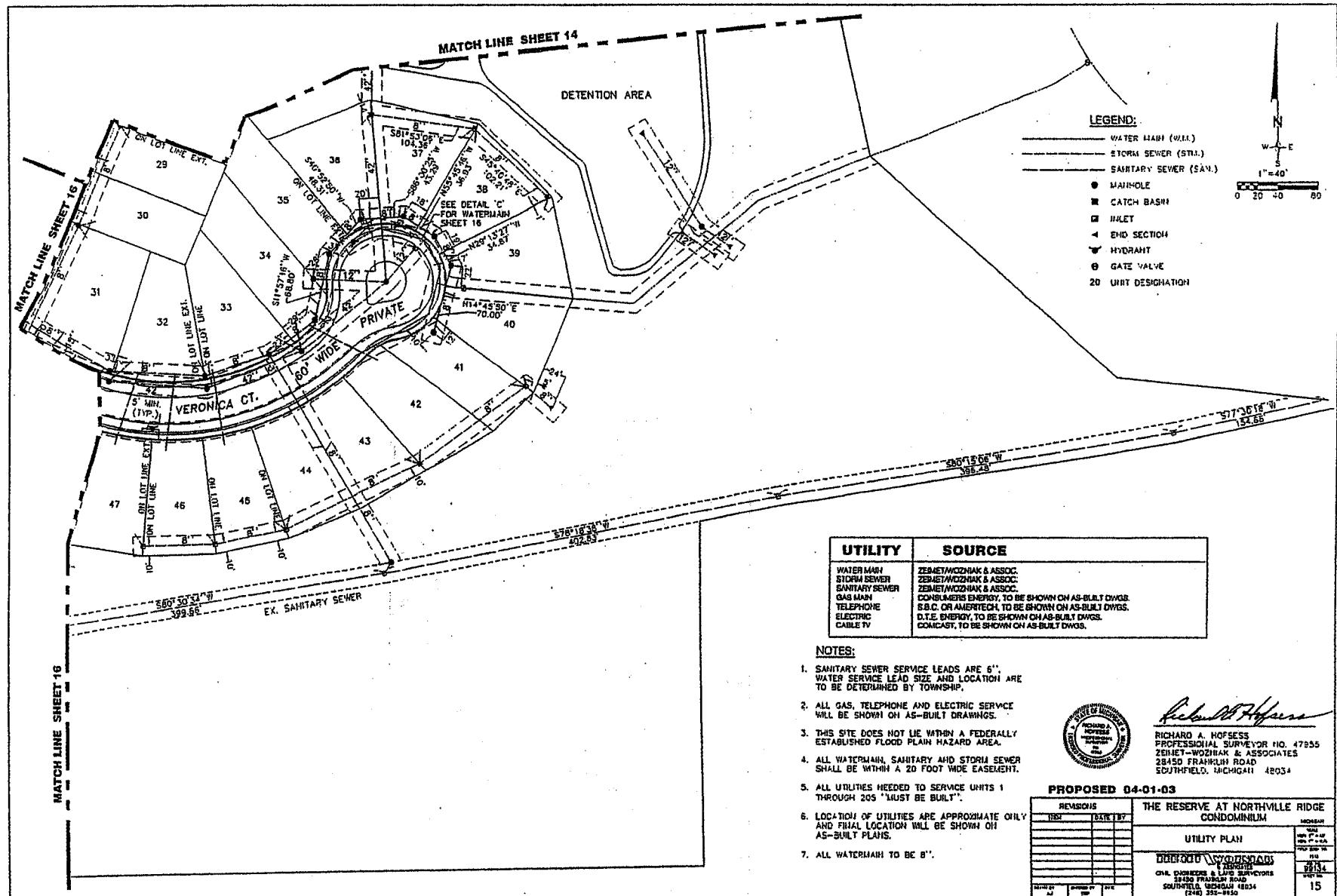
UNIT COORDINATE DATA				UNIT COORDINATE DATA				UNIT FINISH GRADE ELEVATIONS						
UNIT	NEASTING	EASTING	WESTING	UNIT	NEASTING	EASTING	WESTING	UNIT No.	E.G.	W.O.	UNIT No.	E.G.	W.O.	UNIT No.
1-2	5537.02	2031.35	120-121	4927.40	2037.11	689.3	659.3	1	871.1	661.1	151	885.5	865.5	152
1-4	5472.19	2154.35	122-123	4735.61	1885.84	871.1	777.7	2	872.1	652.1	153	886.5	866.5	154
5-5	5422.63	2248.61	124-125	4685.72	1854.01	872.1	677.0	3	872.1	652.1	155	886.7	866.7	156
7-8	5357.60	2331.19	126-127	4653.32	1860.11	872.1	652.1	4	872.1	652.1	157	885.5	865.5	158
9	5280.72	2417.74	128-129	4533.92	1899.72	872.1	652.1	5	872.1	652.1	159	884.5	864.5	160
10-11	5289.11	2426.27	130-131	4526.32	1862.72	872.1	652.1	6	872.1	652.1	161	887.7	867.7	162
12-13	5172.96	2509.95	132-133	4525.32	2020.37	872.1	652.1	7	872.1	652.1	163	887.7	867.7	164
14-15	5177.46	2585.40	134-135	4523.85	2020.37	872.1	652.1	8	872.1	652.1	165	887.7	867.7	166
16-17	5018.49	3018.73	136-137	4634.12	2191.03	872.1	652.1	9	872.1	652.1	167	887.7	867.7	168
19-20	4915.75	3080.42	140-141	4740.14	2111.14	872.1	652.1	10	872.1	652.1	169	887.7	867.7	170
21-22	4817.91	3091.04	142-143	4740.14	2111.14	872.1	652.1	11	872.1	652.1	171	887.7	867.7	172
23-24	4717.91	3057.31	144-145	4732.18	2169.88	872.1	652.1	12	872.1	652.1	173	887.7	867.7	174
25-26	4513.97	3071.27	146-147	4732.18	2169.88	872.1	652.1	13	872.1	652.1	175	887.7	867.7	176
27-28	4412.18	2893.84	150-151	4581.15	2125.18	872.1	652.1	14	872.1	652.1	177	887.7	867.7	178
29-30	4303.92	2839.36	152-153	4648.11	2125.18	872.1	652.1	15	872.1	652.1	179	887.7	867.7	180
31-32	4203.18	2359.12	154-155	4651.67	2185.38	872.1	652.1	16	872.1	652.1	181	887.7	867.7	182
33-34	4144.12	2341.92	156-157	4651.12	2196.17	872.1	652.1	17	872.1	652.1	183	887.7	867.7	184
35-36	4023.46	2359.03	158-159	4651.12	2196.17	872.1	652.1	18	872.1	652.1	185	887.7	867.7	186
37-38	3976.52	2450.62	161-162	4691.32	2169.32	872.1	652.1	19	872.1	652.1	187	887.7	867.7	188
39-40	3869.89	2456.97	163-164	4677.44	2175.38	872.1	652.1	20	872.1	652.1	189	887.7	867.7	190
41-42	3862.48	2416.48	165-166	4678.18	2148.18	872.1	652.1	21	872.1	652.1	191	887.7	867.7	192
43-44	4013.95	2404.68	167-168	4678.18	2148.18	872.1	652.1	22	872.1	652.1	193	887.7	867.7	194
45-46	4032.83	2075.58	169-170	4672.14	2075.58	872.1	652.1	23	872.1	652.1	195	887.7	867.7	196
47-48	4119.74	1819.89	171-172	4725.14	2174.23	872.1	652.1	24	872.1	652.1	197	887.7	867.7	198
49-50	4113.50	1829.89	173-174	4725.14	2174.23	872.1	652.1	25	872.1	652.1	199	887.7	867.7	200
51-52	4445.13	1802.33	175-176	4725.14	2174.23	872.1	652.1	26	872.1	652.1	201	887.7	867.7	202
53-54	4459.47	1792.97	177-178	4898.33	2178.19	872.1	652.1	27	872.1	652.1	203	887.7	867.7	204
55-56	4529.47	1782.97	179-180	4877.33	2178.19	872.1	652.1	28	872.1	652.1	205	887.7	867.7	206
57-58	4526.99	1782.97	181-182	4761.41	2178.19	872.1	652.1	29	872.1	652.1	207	887.7	867.7	208
59-60	4520.31	1782.97	183-184	4697.19	2178.19	872.1	652.1	30	872.1	652.1	209	887.7	867.7	210
61-62	4632.19	1782.97	185-186	4671.19	2178.19	872.1	652.1	31	872.1	652.1	211	887.7	867.7	212
63-64	4632.19	1782.97	187-188	4672.14	2178.19	872.1	652.1	32	872.1	652.1	213	887.7	867.7	214
65-66	4632.19	1782.97	189-190	4672.14	2178.19	872.1	652.1	33	872.1	652.1	215	887.7	867.7	216
67-68	4632.19	1782.97	191-192	4672.14	2178.19	872.1	652.1	34	872.1	652.1	217	887.7	867.7	218
69-70	4614.60	1819.89	193-194	4725.14	2174.23	872.1	652.1	35	872.1	652.1	219	887.7	867.7	220
71-72	4433.50	1829.89	195-196	4725.14	2174.23	872.1	652.1	36	872.1	652.1	221	887.7	867.7	222
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85-86	4632.19	1782.97	209-210	4672.14	2178.19	872.1	652.1	43	872.1	652.1	235	887.7	867.7	236
87-88	4632.19	1782.97	211-212	4672.14	2178.19	872.1	652.1	44	872.1	652.1	237	887.7	867.7	238
89-90	4632.19	1782.97	213-214	4672.14	2178.19	872.1	652.1	45	872.1	652.1	239	887.7	867.7	240
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95-96	4632.19	1782.97	219-220	4672.14	2178.19	872.1	652.1	48	872.1	652.1	245	887.7	867.7	246
97-98	4632.19	1782.97	221-222	4672.14	2178.19	872.1	652.1	49	872.1	652.1	247	887.7	867.7	248
99-100	4632.19	1782.97	223-224	4672.14	2178.19	872.1	652.1	50	872.1	652.1	249	887.7	867.7	250
101-102	4632.19	1782.97	225-226	4672.14	2178.19	872.1	652.1	51	872.1	652.1	251	887.7	867.7	252
103-104	4632.19	1782.97	227-228	4672.14	2178.19	872.1	652.1	52	872.1	652.1	253	887.7	867.7	254
105-106	4632.19	1782.97	229-230	4672.14	2178.19	872.1	652.1	53	872.1	652.1	255	887.7	867.7	256
107-108	4632.19	1782.97	231-232	4672.14	2178.19	872.1	652.1	54	872.1	652.1	257	887.7	867.7	258
109-110	4632.19	1782.97	233-234	4672.14	2178.19	872.1	652.1	55	872.1	652.1	259	887.7	867.7	260
111-112	4632.19	1782.97	235-236	4672.14	2178.19	872.1	652.1	56	872.1	652.1	261	887.7	867.7	262
113-114	4632.19	1782.97	237-238	4672.14	2178.19	872.1	652.1	57	872.1	652.1	263	887.7	867.7	264
115-116	4632.19	1782.97	239-240	4672.14	2178.19	872.1	652.1	58	872.1	652.1	265	887.7	867.7	266
117-118	4632.19	1782.97	241-242	4672.14	2178.19	872.1	652.1	59	872.1	652.1	267	887.7	867.7	268
119-120	4632.19	1782.97	243-244	4672.14	2178.19	872.1	652.1	60	872.1	652.1	269	887.7	867.7	270
121-122	4632.19	1782.97	245-246	4672.14	2178.19	872.1	652.1	61	872.1	652.1	271	887.7	867.7	272
123-124	4632.19	1782.97	247-248	4672.14	2178.19	872.1	652.1	62	872.1	652.1	273	887.7	867.7	274
125-126	4632.19	1782.97	249-250	4672.14	2178.19	872.1	652.1	63	872.1	652.1	275	887.7	867.7	276
127-128	4632.19	1782.97	251-252	4672.14	2178.19	872.1	652.1	64	872.1	652.1	277	887.7	867.7	278
129-130	4632.19	1782.97	253-254	4672.14	2178.19	872.1	652.1	65	872.1	652.1	279	887.7	867.7	280
131-132	4632.19	1782.97	255-256	4672.14	2178.19	872.1	652.1	66	872.1	652.1	281	887.7	867.7	282
133-134	4632.19	1782.97	257-258	4672.14	2178.19	872.1	652.1	67	872.1	652.1	283	887.7	867.7	284
135-136	4632.19	1782.97	259-260	4672.14	2178.19	872.1	652.1	68	872.1	652.1	285	887.7	867.7	286
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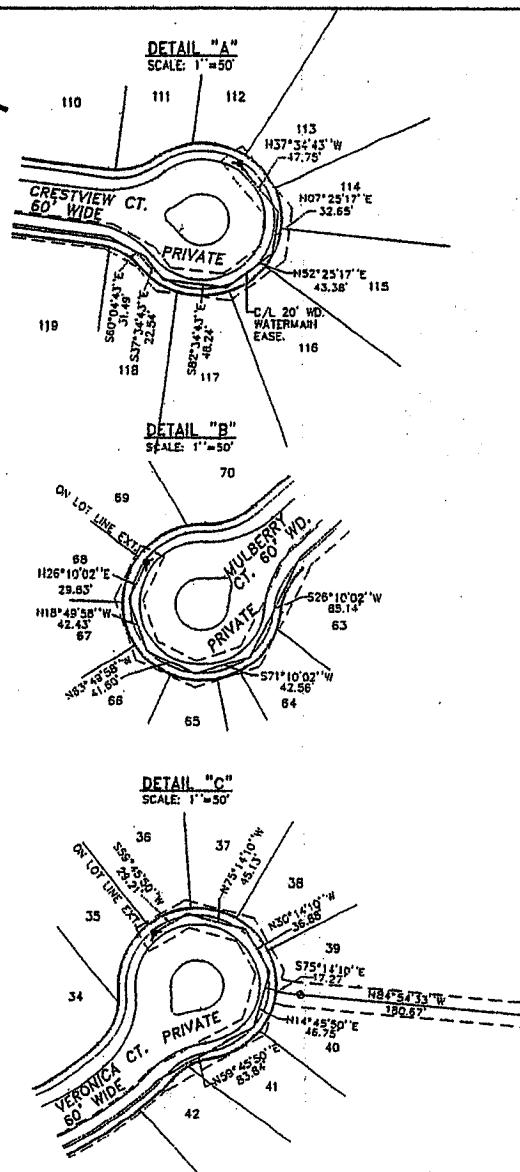
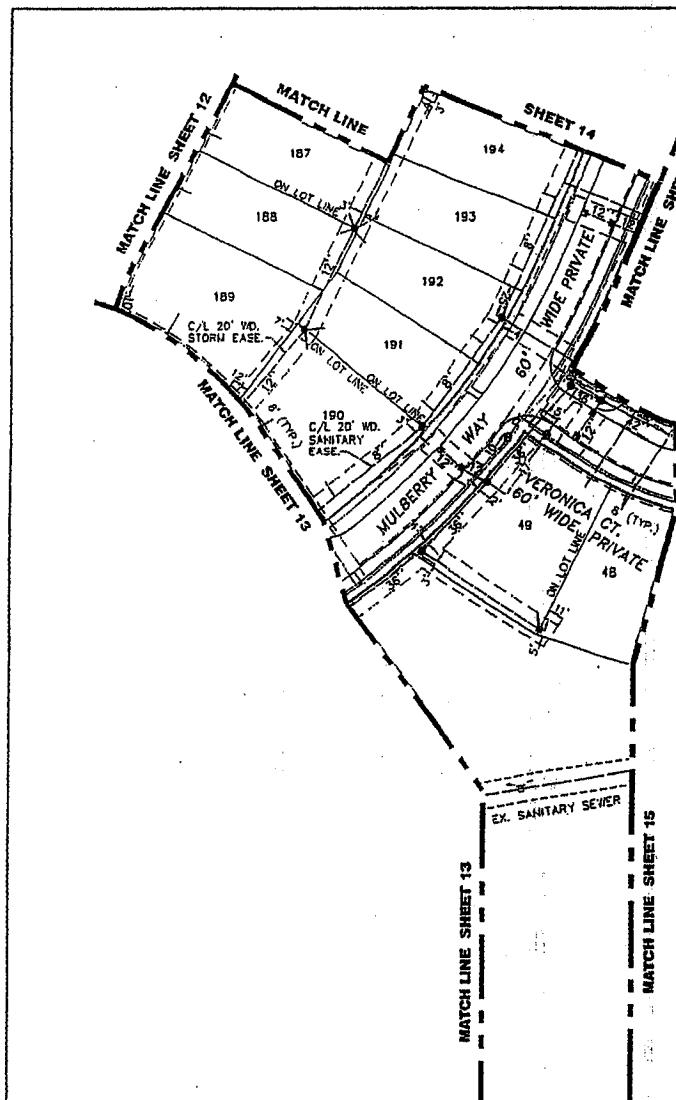




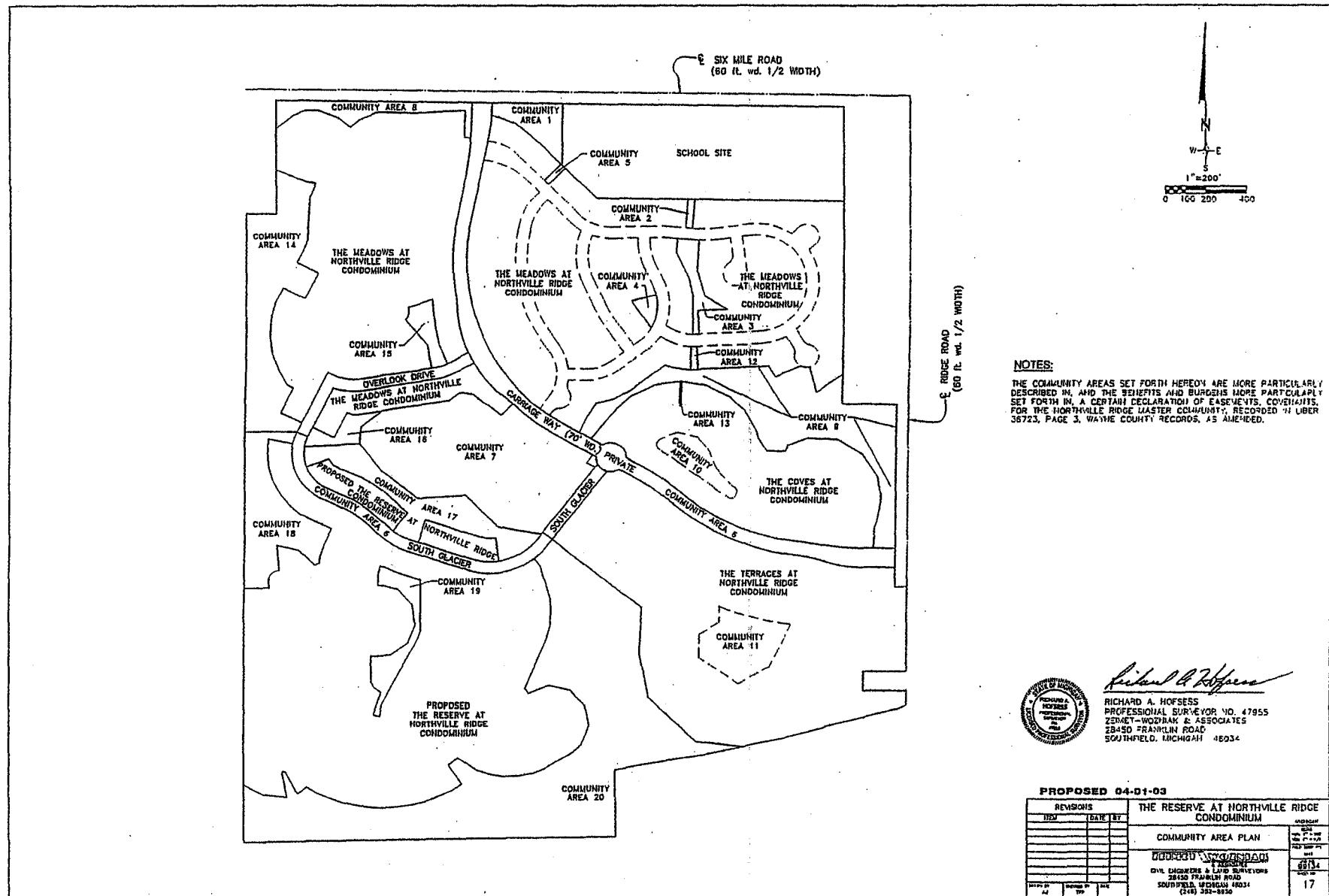


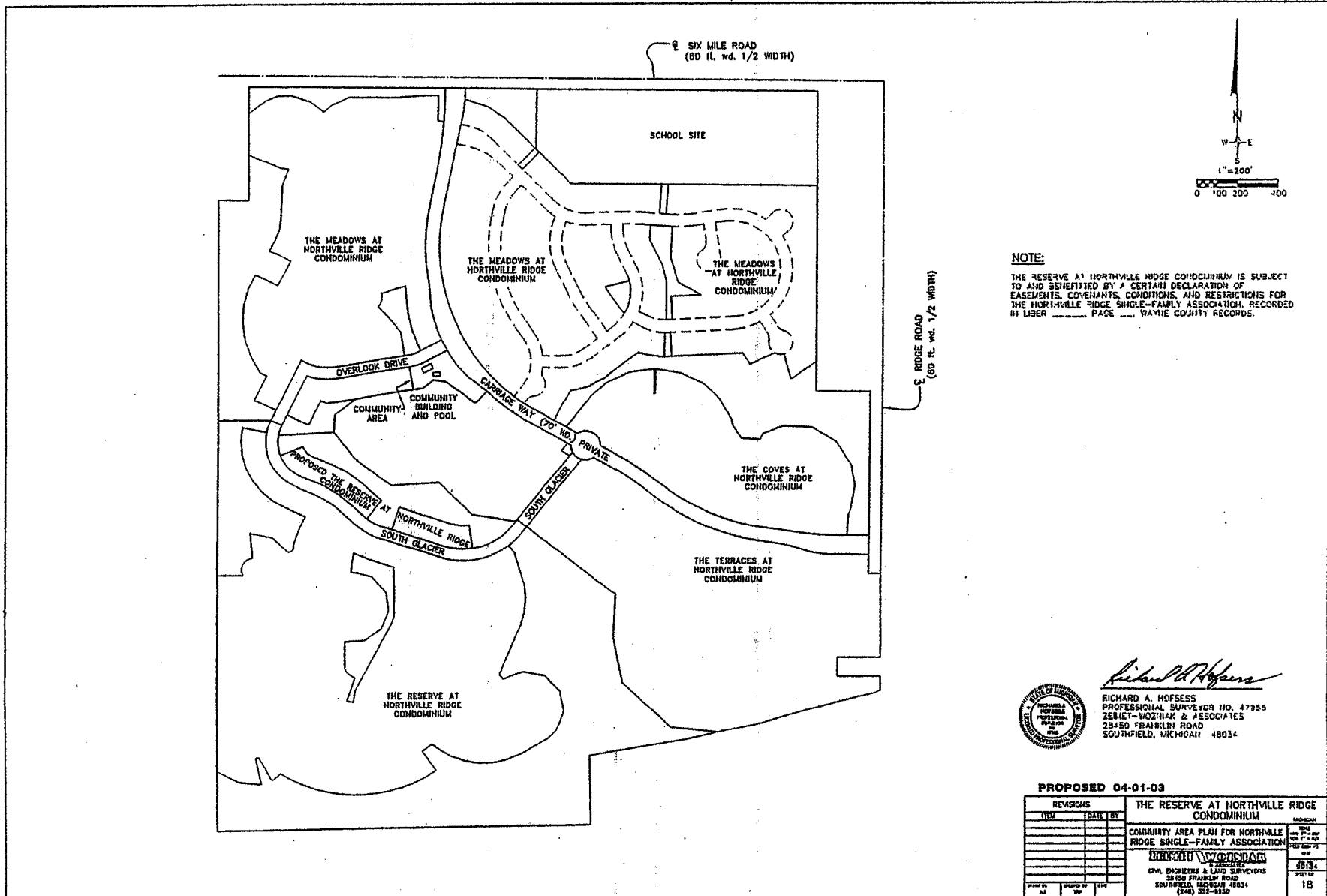






RICHARD A. HOFSESS  
PROFESSIONAL SURVEYOR NO. 47955  
ZINNET-WOZNIAK & ASSOCIATES  
28450 FRANKLIN ROAD  
SOUTHFIELD, MICHIGAN 48034





\$105.00 DEED

Receipt #148099

RECORDED

BERNARD J. YOUNGBLOOD, REGISTER OF DEED  
WAYNE COUNTY, MI

Li-36723 Pa-3

202478667 9/05/2002

Bernard J. Youngblood

Wayne Co. Register of Deeds

\$4.00 REHONUMENTATION

SEP 05 2002

**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE NORTHLVILLE RIDGE MASTER COMMUNITY**

This Declaration is executed on the 13th day of JUNE, 2002, by MJC Northville Cove LLC ("Cove LLC"), a Michigan limited liability company, whose address is 46600 Romeo Plank Road, Suite 5, Macomb, Michigan 48044, MJC Northville Ridge LLC ("Ridge LLC"), a Michigan limited liability company, whose address is 46600 Romeo Plank Road, Suite 5, Macomb, Michigan 48044, and MJC Northville Terraces LLC ("Terraces LLC"), a Michigan limited liability company, whose address is 46600 Romeo Plank Road, Suite 5, Macomb, Michigan 48044.

**RECITALS:**

A. Cove LLC is fee simple owner of a certain parcel of land located in Northville Township, Wayne County, Michigan, to be developed as The Coves at Northville Ridge Condominium, a proposed condominium project, as is more particularly described on Exhibit A attached hereto and made a part hereof (the "Coves Parcel").

B. Ridge LLC is fee simple owner of a certain parcel of land located in Northville Township, Wayne County, Michigan, to be developed as The Meadows at Northville Ridge Condominium, a proposed condominium project, as is more particularly described on Exhibit A attached hereto and made a part hereof (the "Meadows Parcel").

C. Terraces LLC is fee simple owner of a certain parcel of land located in Northville Township, Wayne County, Michigan, to be developed as The Terraces at Northville Ridge Condominium, a proposed condominium project, as is more particularly described on Exhibit A attached hereto and made a part hereof (the "Terraces Parcel").

D. Cove LLC, Ridge LLC and Terraces LLC intend to establish the Coves Parcel, the Meadows Parcel and the Terraces Parcel (collectively the "Northville Ridge Master Community"), as a planned residential community.

E. The Northville Ridge Master Community is presently intended by Declarant to be developed as one or more condominium projects, platted subdivisions or other forms of real estate

EXAMINED AND APPROVED  
DATE SEP 05 2002  
BY KGS  
DANIEL P. JANE

development. Certain portions of the Northville Ridge Master Community are presently intended by Declarant to be dedicated to common use for the benefit of all the owners in the Northville Ridge Master Community.

F. The Community Areas, as hereinafter defined, will consist in the first instance of those areas more particularly described in Article I, Section 2 hereof.

G. Declarant desires to extend to the owners of all properties within the Northville Ridge Master Community the right to utilize and benefit from the Community Areas and to provide a permanent method for the support and upkeep of the Community Areas.

H. Declarant further desires to provide for the continuing attractiveness of the Northville Ridge Master Community.

I. Declarant further desires to make provision for a variety of easements, restrictions and regulations to facilitate the effective development, construction, marketing and operation of the Northville Ridge Master Community.

NOW, THEREFORE, Declarant hereby declares the Northville Ridge Master Community shall be held, sold, conveyed, mortgaged and interests herein transferred subject to the following easements, restrictions, covenants and conditions, which are for the purposes set forth above and for the purposes of protecting the value and desirability of the Northville Ridge Master Community and which shall run with the Northville Ridge Master Community and be binding on all persons having any right, title or interest in the Northville Ridge Master Community or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

**Section 1. Assessment Unit.** "Assessment Unit" shall mean any residential condominium unit, as defined in Act 59 of Michigan Public Acts of 1978, as amended, and any subdivision lot, if any platted subdivision are included in the Northville Ridge Master Community, in either case, developed within and incorporated into the Northville Ridge Master Community under this Declaration or any subsequent amendment hereto by Declarant. Declarant shall have the authority to amend the definition of Assessment Unit to include any other forms of real estate development which may be subsequently included in the Northville Ridge Master Community.

**Section 2. Community Areas.** "Community Areas" shall mean all the real property now or hereafter dedicated and declared by Declarant for the common use and enjoyment of all of the owners of property in the Northville Ridge Master Community, including, without limitation certain entrance improvements, landscaping, roads, walking paths, sidewalks, private storm sewers and

storm water detention areas, and common open space areas, as described on Exhibit B and depicted on Exhibit C attached hereto. No area shown or indicated on any plan of any portion of the Northville Ridge Master Community shall be considered as a Community Area unless and until it has been dedicated and declared by Declarant for the common use and enjoyment of the owners in the Northville Ridge Master Community by a recorded instrument executed by Declarant. Declarant may, in its sole discretion, in the future add additional Community Areas to this Declaration. The size, design, location, and other physical attributes of any Community Areas shall be within the sole discretion and control of the Declarant.

**Section 3. Declarant.** "Declarant" shall mean and refer collectively to MJC Northville Cove LLC, a Michigan limited liability company, MJC Northville Ridge LLC, a Michigan limited liability company, and MJC Northville Terraces LLC, a Michigan limited liability company, and their successors and assigns.

**Section 4. Owner.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title (or in the case of any property which is the subject of a validly existing land contract, the land contract vendee) to any Condominium Unit or Platted Lot, which is within the Northville Ridge Master Community, except that one holding any such interest merely as security for the performance of an obligation shall not be deemed an owner.

**Section 5. Owners' Associations.** "Owners' Associations" shall mean the non-profit corporations of individual condominium project owners (and individual subdivision project owners if any platted subdivisions are included in the Declaration) within the Northville Ridge Master Community.

## ARTICLE II

### ESTABLISHMENT AND OPERATION OF THE ASSOCIATION

**Section 1. The Northville Ridge Master Community Association.** A Michigan non-profit corporation known as the Northville Ridge Master Community Association (the "Association") will be established by Declarant pursuant to Articles of Incorporation and Bylaws. The general purpose of this Declaration is to provide a mechanism for the use, maintenance, repair and replacement of the Community Areas by the Northville Ridge Master Community Association. The Association is to encourage and to promote the highest standards of management and maintenance for the land included in the Northville Ridge Master Community, and to assist the members of the Association in maintaining the Northville Ridge Master Community as a residential development of the highest quality. In furtherance of such purposes, the Association shall have such power and authority as are conferred upon it in its Articles of Incorporation and by this Declaration. Its Board of Directors shall be vested with and shall exercise all powers and authorities thus conferred upon it.

**Section 2. Membership in the Association.** There shall be two classes of membership in

the Association as established in its Articles of Incorporation. The Declarant shall be the "Class A" member; and each Owner of an Assessment Unit shall be a "Class B" member (which shall include Declarant as to any Assessment Unit owned by any entity comprising Declarant).

**Section 3. Voting.** Membership in the Association shall be established in the manner set forth in its Articles of Incorporation. Voting by members of the Association shall be in accordance with the following provisions:

- a. Prior to the conveyance or lease by Declarant to individual purchase owners of 95% of all Assessment Units (or at such earlier date as may be determined in Declarant's sole discretion) planned to be constructed in the Northville Ridge Master Community and any expansion thereof, as is determined by the site plan approved by the Township, as the same may be amended from time to time, for the Northville Ridge Master Community and any expansion thereof, no member, other than the Class A member, shall be entitled to vote. Until such time, Declarant shall be solely entitled to appoint the Board of Directors of and vote in the Association. At and after the conveyance of 95% of the Assessment Units as set forth above, each member of the Association shall be entitled to vote in accordance with Paragraph b of this Section 3.
- b. At and after the conveyance of 95% of the Assessment Units (or at such earlier date as may be determined in Declarant's sole discretion) as set forth above, each Class B member shall be entitled to one (1) vote for each Assessment Unit.
- c. The presence in person or by proxy of members representing at least sixty (60%) percent in number of the Assessment Units qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein, or in the Articles of Incorporation or Bylaws of the Association, 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.
- d. Votes may be cast in person, by proxy 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.
- e. A majority, except where otherwise provided herein or in the Articles of Incorporation or Bylaws of the Association, shall consist of the votes of more than fifty (50%) percent of the Assessment Units qualified to vote and voted by members of the Association in person or by proxy (or written vote if applicable) at a given meeting of the members of the Association. A majority, as set forth in the preceding sentence, shall be required for all matters and shall control unless a greater percentage is specifically required herein or in the Articles of Incorporation or Bylaws of the Association as to specific matters.

f. Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Articles of Incorporation or Bylaws of the Association.

**Section 4. Litigation.** The requirements of this Article II, Section 4, shall govern the Association's commencement and conduct of any civil action, except for actions to enforce the Bylaws of the Association or collect delinquent assessments. The requirements of this Article II, Section 4, will ensure that the members of the Association are fully informed regarding the prospects of engaging in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each member of the Association shall have standing to sue to enforce the requirements of this Article II, Section 4,. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce the Bylaws of the Association or collect delinquent assessments:

a. The Association's Board of Directors ("Board") shall be responsible in the first instance for recommending to the members that a civil action be filed, and supervising and directing any civil actions that are filed.

b. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board shall call a special meeting of the members of the Association ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the members of the date, time and place of the litigation evaluation meeting shall be sent to all members not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8 1/2" x 11" paper, and such other information as is required to be provided under this Article II, Section 4:

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

(i) It is in the best interest of the Association to file a lawsuit;

(ii) That at least one Board member has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association without success;

(iii) Litigation is the only prudent, feasible and reasonable alternative;  
and

(iv) The Board's proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

(2). A written summary of the relevant experience of the attorney ("litigation

attorney") the Board recommends be retained to represent the Association in the proposed civil action, including the following information:

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

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

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

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

(v) The litigation attorney's proposed written fee agreement.

(vi) The amount to be specially assessed against each Assessment Unit to fund the estimated cost of the civil action both in total and on a monthly per Assessment Unit basis, as required by subparagraph (f) of this Article II, Section 4.

c. If the lawsuit relates to the condition of any of the Community Areas, the Board shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Community Areas, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Community Areas that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the members of the Association have a realistic appraisal of the condition of the Community Areas, the likely cost of repairs to the replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all members with the written notice of the litigation evaluation meeting.

d. The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee agreement unless the existence of the agreement is disclosed to the members in the text of the Association's written notice to the members of the litigation evaluation meeting.

e. At the litigation evaluation meeting the members shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce the Association Bylaws or collect delinquent assessments) shall require the approval by two-thirds of all members of the Association. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

f. All legal fees incurred in pursuit of any civil action that is subject to this Article II, Section 4, shall be paid by special assessment of the members of the Association (a "litigation special assessment"). Any litigation special assessment, in the amount of the estimated total cost of the civil action, shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by two-thirds of all members of the Association. If the litigation attorney proposed by the Board is not retained, the litigation special assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the members equally and shall be collected from the members on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

g. During the course of any civil action authorized by the members pursuant to this Article II, Section 4, the retained attorney shall submit a written report ("attorney's written report") to the Board and each of the Members of the Association every thirty (30) days setting forth:

(1) The attorney's fee, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) days period immediately preceding the date of the attorney's written report ("reporting period").

(2) Actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.

(3) A detailed description of significant discussions with opposing counsel during the reporting period, written and oral, including but not limited to, settlement discussions.

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

(5) An updated estimate of the total cost of the civil action.

h. The Board shall meet monthly during the course of any civil action to discuss and review:

(1) The status of the litigation.

(2) The status of settlement efforts, if any.

(3) The attorney's written report.

i. If at any time during the course of a civil action, the Board determines that the originally estimated total cost of the civil action or any revisions thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the members, the Board shall call a special meeting of the members to review the status of the litigation, and to allow the members to vote on whether to continue the civil action and increase the litigation special assessment or to discontinue the civil action. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

j. The litigation expenses shall be fully disclosed to members in the Association's annual budget. The litigation expenses for each civil action subject to this Article II, Section 4, shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

k. This Article II, Section 4, may be amended, altered or repealed by a vote of not less than 75% of all members of the Association.

## ARTICLE III

### COMMUNITY AREAS AND EASEMENTS RELATED THERETO

**Section 1. Nature and Extent of Community Areas.** In addition to the Community Areas more particularly described in Article II, Section 2 hereof, Declarant may declare, dedicate and designate such additional Community Areas as Declarant, in its sole discretion, deems appropriate, whether of an aesthetic, utilitarian, administrative or other nature. There is no obligation on the part of Declarant to create, construct, establish, declare, dedicate or designate any particular additional area or additional improvement as a Community Area unless it has specifically undertaken to do so in this Declaration or in a subsequent recorded instrument. Further, any Community Area may later be included within a condominium project (or platted subdivision) without changing its status as a Community Area under this Declaration. The size, design, location and other attributes of all Community Areas and buildings and improvements located therein shall be within the sole control and discretion of the Declarant.

**Section 2. Owners' Easements of Enjoyment of Community Areas.** Every Owner shall have an easement of enjoyment in and to the Community Areas now existing or hereafter designated by the Declarant, which right and easement shall be appurtenant to such ownership, subject to the following:

a. The right of the Association to make and enforce reasonable rules and regulations,

pursuant to Article V, Section 2 hereof, to carry out the terms of this Declaration and to fulfill its purposes.

b. The right of the Association to charge fees for the maintenance and insurance of the Community Areas, which fees shall be utilized solely for the maintenance, upkeep, insurance and administration of the Community Areas.

c. The right of the Association to construct, maintain and improve the Community Areas (and levy assessments to cover such costs) for the benefit of the Owners and to permit the use thereof by other persons, subject to the approval of all applicable governmental authorities.

d. The right of Declarant, at any time within two years after completion of construction of the Northville Ridge Master Community and the conveyance of all Assessment Units therein (and the Association thereafter), to grant easements, licenses, rights-of-entry and rights-of-way over, under and across the Northville Ridge Master Community thereof for utility, access, or other lawful purposes as may be necessary for the general welfare of the Northville Ridge Master Community.

### Section 3. Utility Easements.

a. The Declarant does hereby declare and grant perpetual easements for the benefit of itself and all future Owners from time to time in the Northville Ridge Master Community and the respective successors and assigns of each and the agents, employees, tenants and invitees of each for the use, enjoyment, operation, maintenance, repair and replacement of the water, sanitary sewer, storm sewers, if any, the natural gas, telephone, telecommunications, and electric power mains and leads located within the Northville Ridge Master Community. Said easements shall extend ten feet on either side of said mains as installed. Notwithstanding the foregoing, the width of the easements created herein may be increased to satisfy requirements of governmental agencies and/or utility companies, private or public. The Association shall be responsible for the payment of the expenses of maintenance, upkeep, repair and replacement of the above-described 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.

b. Declarant also hereby reserves for the benefit of itself, its successors and assigns, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Northville Ridge Master Community, including but not limited to, water, sanitary sewer, gas, electric, telephone, telecommunications, storm sewer, subject to the prior approval of all governmental authorities and public utilities having jurisdiction, for the benefit of parcels of land not within the Northville Ridge Master Community. In the event Declarant taps, ties into, extends or enlarges any utilities located in the Northville Ridge Master Community, it shall be obligated to pay all of the expenses reasonably necessary to restore the affected portion of the Northville Ridge Master Community to their state immediately prior to such tapping, tying-in, extension or enlargement.

c. Declarant shall also be empowered to grant such easements, licenses, rights-of-entry and rights-of-way, under and across the Community Areas to any public authorities or private utilities, as may be necessary for it to fulfill any responsibilities of construction, maintenance, repair, decoration or replacement of any of the utilities, including without limitation sanitary and storm sewer systems, servicing the Northville Ridge Master Community.

**Section 4. Roadway Easements.** Declarant hereby reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all Community Area roads and walkways in the Northville Ridge Master Community for the purpose of ingress and egress to and from any parcel(s) of property located adjacent to Northville Ridge Master Community which Declarant in its sole discretion determines needs such ingress and egress. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article III, Section 4, shall be shared by the Northville Ridge Master Community Association and any developed portions of the adjacent parcels hereinafter designated by Declarant. The Owners of Assessment Units shall be responsible from time to time for payment of a 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 Assessment Units in the Northville Ridge Master Community, and the denominator of which is comprised of the number of such Assessment Units plus all other dwelling in the adjoining land who are granted ingress and egress of such roads by Declarant.

**Section 5. Sign Easements.** Declarant reserves for the benefit of itself, its successors and assigns, the right to grant easements over any Community Areas for the purpose of installation and continued maintenance of signs (including but not limited to landscaping, irrigation and lighting of such areas) identifying developments which are located on property adjacent to the Northville Ridge Community Association. The maintenance of such sign easements shall be the responsibility of the development granted such easement.

**Section 6. Sales Signs.** Declarant reserves for the benefit of itself, its successors and assigns, a easement to construct and maintain on the Community Areas signs advertising the Declarant's new location. Declarant also reserves an easement over the Community Areas for the purpose of maintaining a signs advertising other development in the vicinity of the Northville Ridge Master Community by the Declarant, its successors and assigns.

## ARTICLE IV

### COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation for Assessments.** Declarant hereby covenants, and each Owner of any Assessment Unit by acquisition of title thereto or an interest therein is deemed to covenant, and agrees to pay to the Association (1) annual assessments or charges for the maintenance, repair and replacement of the Community Areas, including, but not

limited to entrance improvements, landscaping, roads, walking paths, sidewalks, private storm sewers and storm water detention areas, and common open space areas, as described on Exhibit B and depicted on Exhibit C attached hereto, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) litigation special assessment, as provided for herein. The annual and special assessments and litigation special assessments, together with interest as provided herein, costs and reasonable attorneys' fees, shall from date of assessment be a charge and a continuing lien upon the Assessment Unit against which each such assessment is made. Each such assessment, together with interest as provided herein, costs and reasonable attorneys' fees, shall also be the personal obligation of the person(s) who was (were) the Owner of such Assessment Unit at the time the assessment became due, except a land contract purchaser shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually retakes possession of such Assessment Unit following extinguishment of all rights of the land contract purchaser of the Assessment Unit. The personal obligation for the delinquent assessment shall not pass to successor Owners unless expressly assumed by them. Annual assessments may be collected by the Association (in its sole discretion) monthly, quarterly, bi-annually or annually. The Association may (in its sole discretion) collect any assessments payable under this Declaration directly from the Owner of each Assessment Unit or from the individual Owners Associations (who shall collect the funds from their members as a part of their annual assessment).

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Northville Ridge Master Community, including, but not limited to the improvement and maintenance, repair and replacement of, and insurance for the Community Areas and all improvements thereon and, in general, the carrying out of the purposes set forth in or permitted by this Declaration and for the general welfare of the Northville Ridge Master Community; provided, however, the Association is not responsible for the maintenance, repair and replacement of Community Area 10 and Community Area 11 (described on Exhibit B and depicted on Exhibit C hereto) except for the maintenance which is reasonably necessary to preserve the drainage functions of these areas. The Association may provide for reasonable reserves for contingencies, replacements and improvements.

**Section 3. Method of Assessment.** Every assessment shall be made against all Assessment Units in the Northville Ridge Master Community. The items of expense which are included within the annual assessment shall be determined by the Association in its sole discretion, and shall be subject to equal proration among the Assessment Units.

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the Community Areas, including fixtures and personal property relating thereto, or the cost of establishing or adding to a reserve therefor, provided that any such assessment shall have the approval, at a meeting duly called for such purpose, of the votes of the

Owners of more than 60% of all Assessment Units, giving one vote for each Assessment Unit. Voting at such meeting shall be in person, by proxy or by a written absentee ballot in which the question or questions to be decided are specifically set forth. Notwithstanding the foregoing, special assessments may be levied by the Association without a vote of Assessment Unit Owners against individual Owners of Assessment Units or against Owners' Associations as provided in Article V, Section 5 hereof and may also be levied to relieve any deficiency in the Community Association's current operating funds to provide for maintenance, repair and/or replacement of the Community Areas and any facilities therein.

**Section 5. Uniform Rate of Assessment.** Both annual assessments, special assessments and litigation assessments must be fixed at a uniform rate for all Assessment Units, except for special assessments pursuant to the power reserved to the Association pursuant to Article V, Section 5 hereof, which shall be assessed as provided therein.

**Section 6. Assessments: Date of Commencement and Due Dates.** Assessments shall be due and payable annually on January 1 of each year or any other date the Association may set in its discretion. Declarant shall not be responsible for payment of the annual assessment for any Assessment Unit which it owns. The first annual assessment shall be prorated and adjusted according to the number of months remaining in the calendar year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Assessment Unit have been paid. A properly executed certificate of the Association as to the status of assessments on an Assessment Unit shall be binding upon the Association as of the date of its issuance.

**Section 7. Effect of Non-Payment of Assessments: Remedies.** Any assessment not paid within thirty (30) days after the due date (together with expenses of collection set forth below) shall bear interest from the due date at the lesser of (a) the rate of 18% per annum, or (b) the highest rate allowed by law or (c) such lesser uniform rate as shall be established by the Association at the time of the fixing of the assessment. Additionally, the Association may set automatic late charges and/or assess fines for the failure of an Owner to pay his assessments in a timely manner provided that the same is done on a uniform basis for all Assessment Units. The Association may bring an action against a delinquent Owner or other person personally obligated to pay the same and/or may foreclose the lien established by the terms of this Declaration in the same manner that real estate mortgages may be foreclosed by action under Michigan law. The expenses incurred in collecting unpaid assessments including interest, costs and attorneys' fees and advances for taxes and other liens to protect the lien for assessments shall be chargeable to the Owner in default and shall be secured by the lien on his parcel or assessment unit. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Community Areas or by abandonment of his Assessment Unit.

**Section 8. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on any of the Properties. Sale or transfer of any Assessment Unit shall not affect the assessment lien. However, the sale or transfer

of any parcel or Assessment Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer (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 Assessment Units, including the mortgaged property). No foreclosure sale or transfer in lieu thereof shall relieve such parcel or dwelling unit from liability for any assessments thereafter becoming due or from the lien thereof.

**9** **Section 9. Community Area Maintenance.** Maintenance of the Community Area Roads shall include, but not be limited to filling chuck holes, grading, regrading, paving, repaving, surfacing, resurfacing, cutting of weeds, maintenance of drainage ditches, and the removal of the snow and ice. Declarant and upon transfer of responsibility to the Association, the Association covenants and agrees to pay the Township for all damages for injuries to real or personal property and/or bodily injury sustained by the Township growing out of any act or deed or any omission to act of the Association in connection with the performance of these maintenance duties. Declarant and upon transfer of responsibility to the Association, the Association covenants and agrees to indemnify, save, and keep the Township harmless against all liability, judgments, costs, damages, and expense of and from any and all claims of any kind or nature whatsoever which may in anyway come against the Township for or on account of personal injuries or injuries to real or personal property caused, or claimed to have been caused, as a result of the performance of these maintenance duties, including court costs and reimbursement of attorney fees. The maintenance provisions contained in this Article IV, Section 9, shall not be amended in any way without the prior written consent of the Township. If the Association fails to properly maintain the Community Areas in reasonable condition and order, the Charter Township of Northville ("Township") has a right, but not the duty, to maintain the Community Areas and to charge the owners for all costs and expenses incurred. The Township shall notify the Co-owners of its intent to cause any construction or maintenance by written notice to the owners at the address on the Township tax rolls and shall give the owners thirty (30) days to complete the work before the Township shall do so. The Township may demand payment upon written notice to the parties/owners at the address set forth on the Township tax rolls. In addition to other methods of collection, the Township shall have the right to place an assessment for the charges incurred on the Township tax roll and to collect such assessments in the same manner as any Township property tax or assessment. Such charges and assessments shall be a lien upon the Assessment Units.

**9** **Section 10. Township Maintenance Agreements.** Declarant has entered into a certain Storm Drainage System Maintenance Agreement and a certain Bike Path Maintenance Agreement ("Township Maintenance Agreements") with Northville Township. The Association shall assume all responsibility for the maintenance obligations under the Township Maintenance Agreements upon the transfer of responsibility from Declarant.

## ARTICLE V

### GENERAL

**Section 1. Remedies for Violations.** For a violation or breach of any of these reservations, covenants, conditions, restrictions, and rules and regulations of this Declaration, the Declarant, the Association, or any member of the Association, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent or obtain damages for the violation or breach of any provision hereof or to seek relief as follows:

a. **Legal Action.** Failure to comply with any of the terms or provisions of this Declaration shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of any assessment) or any combination thereof, and such relief may be sought by the Declarant, or the Association.

b. **Recovery of Costs.** In any proceeding which arises because of an alleged default under this Declaration of any Owner of any Assessment Unit, then the Declarant, the Association or the member of the Association seeking enforcement, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Assessment Unit Owner or Owners' Association be entitled to recover such attorney's fees.

c. **Abatement.** The violation of any of the provisions of this Declaration or rules and regulations by any member of the Association or its Assessment Units shall also give the Declarant and/or the Association the right, in addition to the rights set forth above, to enter upon any of the Community Areas, where reasonably necessary, and summarily remove, abate or rectify, at the expense of the person or entity committing the infraction, any structure, thing or condition maintained contrary to the provisions of this Declaration. The Association shall have no liability to any person arising out of its removal, abatement and rectification power authorized herein. The powers herein set forth are granted both generally and specifically in furtherance of Article V, Section 5 hereof.

d. **Assessment of Fines.** The violation of any of the provisions of this Declaration by any Owners' Association or any Owner of any Assessment Unit shall be grounds for assessment by the Association, acting through its Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to the offending Owners' Association or Assessment Unit Owner. All fines duly assessed may be collected in the same manner as provided in Article IV of this Declaration. Notwithstanding the foregoing, there shall be no fine for an initial infraction and no fine shall exceed \$25 for the second violation, \$50 for the third violation, or \$100 for any subsequent violation.

e. **Non-waiver of Right.** The failure of the Declarant, the Association or of any member of the Association to enforce any right, provision, covenant or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Declarant or Association or such member of the Association to enforce such right, provision, covenant or condition in the future.

f. **Cumulative Rights, Remedies and Privileges.** All rights, remedies and privileges granted to the Declarant or Association or any member of the Association pursuant to any terms, provisions, covenants or conditions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

**Section 2. Rules and Regulations.** The Association shall have the right to make reasonable rules and regulations to carry out the terms of this Declaration and to fulfill its purposes. Such rules and regulations may include but are not limited to rules and regulations for the following purposes:

- a. Rules concerning the use of the Community Areas and the conduct of users thereof.
- b. Rules establishing minimum standards for maintenance of landscaping and roads within in the Northville Ridge Master Community.
- c. Rules establishing minimum standards for the exterior appearance of the Assessment Units in the Northville Ridge Master Community.

Declarant hereby covenants, and each Owner of any Assessment Unit by acquisition of title thereto is deemed to covenant, to abide by such rules and regulations.

**Section 3. Addition of Community Areas.** Declarant may hereafter add, by separate recorded Declaration or by amendment to this Declaration additional Community Areas. The rights of the Declarant as reserved in this Section 3 shall remain throughout the period of development by Declarant of the Northville Ridge Master Community, as the same may hereafter be expanded by Declarant in its sole discretion. The size, design, location, and other physical attributes of the Community Areas shall be within the sole discretion of the Declarant. Declarant the have the right to amend this Declaration to specify any physical improvements which Declarant (in its sole discretion) decides to include within the Community Areas.

Declarant may, in its sole discretion, but shall not be obligated to, construct various amenities in the future including, but not limited to, a swimming pool and/or community building (hereinafter called the "Recreational Facilities"). Declarant shall pay the initial cost of construction of such Recreational Facilities, if constructed. If constructed, such Recreational Facilities shall be for the use of the condominium units within The Meadows at Northville Ridge and condominium units and/or platted lots located within other single family developments as determined by Declarant within its sole discretion, but shall specifically not include the condominium units within The Terraces at Northville Ridge or The Coves at Northville Ridge. If the Recreational Facilities are constructed,

all such condominium units and/or platted lots having the right to use such Recreational Facilities (as determined by Declarant within its sole discretion) shall become subject to a master declaration of easements, covenants and restrictions and single-family community association (similar to this Declaration) established by Declarant. If the recreational facilities are constructed, all such such condominium units and/or platted lots shall thereafter contribute to the maintenance, repair and replacement of the Recreational Facilities as an expense of administration of the single-family community association. Declarant has no obligation to construct such Recreational Facilities except pursuant to its discretionary election to do so. Final determination of the design, layout and location of such Recreational Facilities, if constructed, will be at the sole discretion of the Declarant. All of the owners of the condominium units and/or platted lots and other persons interested or to become interested in such condominium units and/or platted lots from time to time shall be deemed to have irrevocably and unanimously consented to establishment of a single family community association and other documents as are necessary in Declarant's discretion, to effectuate the purposes of this Article VI, Section 3, and all such persons irrevocably appoint Declarant or its successors as agent and attorney for the purposes of execution of such documents as are necessary to effectuate the purposes the this Article VI, Section 3..

**Section 4. Association Bank Account.** All assessments collected by Declarant shall be held in and expended from a separate bank account in the name of the Association. Said assessments and the expenditures thereof shall be accounted for pursuant to generally accepted accounting procedures. After the Association is controlled by the Class B members, the books of account shall be audited annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. The costs of any audit and accounting expenses shall be paid for by the Association.

**Section 5. Maintenance of Assessment Units.** It shall be the responsibility of the Association to oversee the attractiveness of the Assessment Units in the Northville Ridge Master Community. In furtherance of the provisions of this Section, the Association shall also undertake certain additional responsibilities, from time to time, as follows:

a. The Association shall have the right to assume temporary control over any area of the Northville Ridge Master Community which shall have been allowed by the Owner thereof to deteriorate to an unaesthetic condition and to rectify such condition.

b. The Association shall have the right to enforce any restriction or obligation contained in any of the condominium master deeds for any condominium project or declaration of restrictions for any platted subdivision included within the Northville Ridge Master Community.

c. Generally, the Association shall have the right to undertake, in its discretion, any responsibilities which promote the general welfare of the Northville Ridge Master Community so long as any costs in connection therewith are reasonably apportioned among all Owners.

The expense resulting from Association's increased obligations as provided in subsections (a) through (c) above shall be specially assessed to the Assessment Unit Owner or Owners causing such condition or benefitting from and shall not be an expense of administration chargeable to any

other Owners. Such special assessment shall be a charge and a lien upon the Assessment Unit against which each such special assessment is made in the same manner as any other assessment assessed hereunder as described in article IV hereof and giving rise to all of the remedies described herein.

The Association shall have an easement of access to all of the Northville Ridge Master Community to enable it to perform the maintenance and do all things necessary for the furtherance of the purposes of this Declaration, and shall have the right to the use of any portion of the Northville Ridge Master Community deemed reasonably and demonstrably necessary to the promotion of the general welfare of the Northville Ridge Master Community and the furtherance of the purposes of this Declaration.

**Section 6. Duration; Amendment.** The provisions of this Declaration shall run with and bind all land with the Northville Ridge Master Community for a period of twenty (20) years from the date hereof, after which time they shall be extended automatically for successive periods of ten (10) years each unless seventy five per cent (75%) of the Assessment Units in Northville Ridge Master Community vote to limit or remove the provisions hereof; provided, however, that notwithstanding the foregoing, all utility easements contained in this Declaration shall be perpetual. This Declaration may be amended or restated in its entirety upon the sole discretion of the Declarant or its successors or assigns for the purpose of creating additional easements, or altering or amending existing easements, or for the purpose of adding additional Community Areas or other condominium projects or platted subdivisions, or to clarify or amplify some portion or portions hereof; provided such amendments are in furtherance of the purposes of this Declaration. All of the Owners and Mortgagees of Assessment Units and other persons interested or to become interested in the Northville Ridge Master Community from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Declaration. All such interested persons irrevocably appoint Declarant or its successors as agent and attorney for the execution of such amendments to this Declaration and all other documents necessary to effectuate the foregoing. Subsequent to the time at which the Class B members of the Association acquire the right to vote, after 95% of the Assessment Units planned to be constructed in the Northville Ridge Master Community (or such earlier date as may be determined by Declarant in its sole discretion) have been conveyed by the Declarant, this Declaration may be amended by the affirmative vote (in person or in writing) of 75% of all Owners of Assessment Units within the Northville Ridge Master Community; PROVIDED HOWEVER, that there shall be no amendment to this Declaration by Owners of Assessment Units prior to the sale and conveyance by Declarant of the last Assessment Unit to be constructed in the Northville Ridge Master Community without Declarant's express written consent.

**Section 7. Annexation of Additional Land and Community Areas.** Declarant reserves the right any time in the future to amend this Declaration by adding one or more additional condominium projects, subdivisions or other forms of development to the provisions of this Declaration (which shall be consistent with a certain Consent Judgement (as the same may be amended from time to time) entered into with Novi Township, as recorded on February 14, 2002, in Liber 35585, Page 1407, Wayne County Records, as the same may be amended from time to time). Such additional lands may or may not contain Community Areas. Additional Assessment

Units and Community Areas, if any, may be made subject to this Declaration by Declarant without the consent or approval of the Association or any of its Members or any Owner.

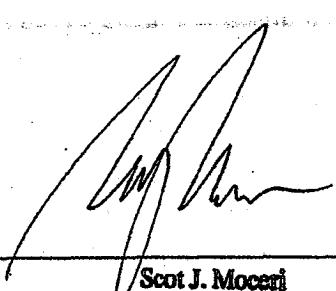
**Section 8. Assignment.** Any or all or the rights and powers granted or reserved to the Declarant in this Declaration, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Macomb County Register of Deeds.

**Section 9. Enforcement.** The terms, covenants and agreements contained in this Declaration may be enforced by the Declarant, or the Association after the conveyance of 100% of the Assessment Units by Declarant.

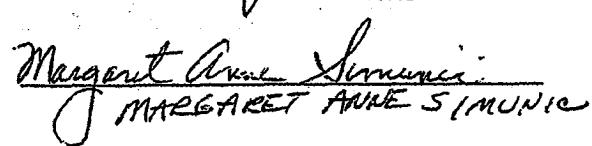
**Section 10. Severability.** In the event that any of the terms, provisions or covenants of this Declaration are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of this Declaration or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

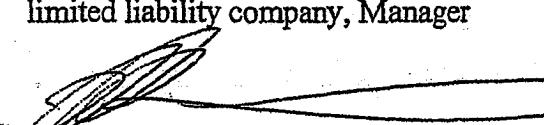
**Section 11. Termination.** It is intended that this Declaration will cover more than one condominium project. Declarant shall have the right in its sole discretion to terminate this Declaration if only one condominium project is created within the Northville Ridge Master Community.

WITNESSES:

  
Scot J. Moceri  
MJC NORTHLVILLE COVE LLC,  
a Michigan limited liability company

By: Northville Ridge LLC, a Michigan limited liability company, Its Sole Member

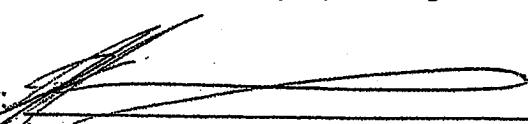
  
Margaret Anne Simunic  
MARGARET ANNE SIMUNIC  
By: MAC Enterprises II, LLC, a Michigan limited liability company, Manager

  
Michael A. Chirco, Manager

MJC NORTHLAKE RIDGE LLC,  
a Michigan limited liability company

By: Northville Ridge LLC, a Michigan limited liability company, Its Sole Member

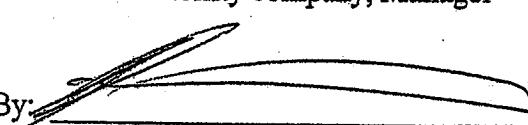
By: MAC Enterprises II, LLC, a Michigan limited liability company, Manager

By:   
Michael A. Chirco, Manager

MJC NORTHLAKE TERRACES LLC,  
a Michigan limited liability company

By: Northville Ridge LLC, a Michigan limited liability company, Its Sole Member

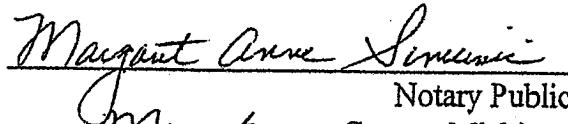
By: MAC Enterprises II, LLC, a Michigan limited liability company, Manager

By:   
Michael A. Chirco, Manager

STATE OF MICHIGAN )  
) ss.

COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of June, 2002, by Michael A. Chirco, Manager of MAC Enterprises II, LLC, a Michigan limited liability company, Manager of Northville Ridge LLC, a Michigan limited liability company, the sole member of MJC Northville Cove LLC, a Michigan limited liability company, on behalf of it.

  
Notary Public  
Macomb County, Michigan  
My Commission Expires: 10-2-04

MARGARET ANNE SIMUNIC  
Notary Public - Macomb County, MI  
My Commission Expires 10-2-2004

STATE OF MICHIGAN )  
) ss.  
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 13th day of June, 2002, by Michael A. Chirco, Manager of MAC Enterprises II, LLC, a Michigan limited liability company, Manager of Northville Ridge LLC, a Michigan limited liability company, the sole member of MJC Northville Ridge LLC, a Michigan limited liability company, on behalf it.

Margaret Anne Simunic  
Notary Public  
Macomb County, Michigan  
My Commission Expires: 10-2-04

STATE OF MICHIGAN )  
) ss.  
COUNTY OF MACOMB)

MARGARET ANNE SIMUNIC  
Notary Public - Macomb County, MI  
My Commission Expires 10-2-2004

The foregoing instrument was acknowledged before me this 13th day of June, 2002, by Michael A. Chirco, Manager of MAC Enterprises II, LLC, a Michigan limited liability company, Manager of Northville Ridge LLC, a Michigan limited liability company, sole Member of MJC Northville Terraces LLC, a Michigan limited liability company, on behalf it.

Margaret Anne Simunic  
Notary Public  
Macomb County, Michigan  
My Commission Expires: 10-2-04

Master Deed drafted by:

Mark J. Abdo  
Attorney at Law  
42550 Garfield Road  
Suite 104A  
Clinton Township, Michigan 48038

MARGARET ANNE SIMUNIC  
Notary Public - Macomb County, MI  
My Commission Expires 10-2-2004

When recorded, return to drafter

EXHIBIT A TO  
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE NORTHLVILLE RIDGE MASTER COMMUNITY

**NORTHLVILLE RIDGE MASTER COMMUNITY:**

The following Condominium Projects will be recorded simultaneously with this Declaration to form the Northville Ridge Master Community:

*The Coves at Northville Ridge:*

A PARCEL OF LAND LYING IN PART OF THE N.E. 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHLVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT BEING DISTANT S. 89°14'21" W. 60.00 FEET ALONG THE EAST AND WEST 1/4 LINE OF SECTION 18 AND N. 00°05'22" E. 199.33 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF RIDGE ROAD (60 FEET WIDE, 1/2 WIDTH) TO THE POINT OF BEGINNING; THENCE N. 89°54'38" W. 177.65 FEET; THENCE 170.40 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1214.99 FEET, CENTRAL ANGLE 08°02'08" AND A CHORD THAT BEARS N. 85°53'34" W. 170.26 FEET; THENCE N. 81°52'30" W. 182.29 FEET; THENCE 552.65 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1065.00 FEET, CENTRAL ANGLE 29°43'55" AND A CHORD THAT BEARS N. 67°00'33" W. 546.47 FEET; THENCE N. 52°08'35" W. 123.89 FEET; THENCE 152.75 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 1035.00 FEET, CENTRAL ANGLE 08°27'21" AND A CHORD THAT BEARS N. 56°22'16" W. 152.61 FEET; THENCE N. 60°35'56" W. 109.52 FEET; THENCE 162.79 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 75.00, CENTRAL ANGLE 124°21'49" AND A CHORD THAT BEARS N. 60°35'56" W. 132.66 FEET; THENCE N. 60°35'56" W. 136.57 FEET; THENCE N. 24°58'48" E. 93.10 FEET; THENCE N. 31°51'24" E. 81.60 FEET; THENCE N. 75°52'06" E. 90.52 FEET; THENCE N. 61°49'56" E. 90.43 FEET; THENCE N. 51°21'16" E. 73.44 FEET; THENCE N. 53°19'13" E. 145.60 FEET; THENCE S. 73°18'47" E. 41.66 FEET; THENCE S. 82°38'17" E. 91.81 FEET; THENCE N. 84°19'45" E. 36.00 FEET; THENCE N. 87°18'46" E. 359.30 FEET; THENCE S. 08°14'59" E. 3.65 FEET; THENCE S. 32°56'41" E. 64.23 FEET; THENCE N. 64°43'12" E. 136.75 FEET; THENCE 46.12 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 60.00 FEET, CENTRAL ANGLE 44°02'43" AND A CHORD THAT BEARS S. 83°33'09" E. 45.00 FEET; THENCE S. 15°34'31" E. 135.61 FEET; THENCE N. 54°18'38" E. 156.77 FEET; THENCE S. 00°05'22" W. 151.83 FEET; THENCE S. 89°21'55" E. 270.00 FEET TO SAID WEST LINE OF RIDGE ROAD; THENCE S. 00°05'22" W. 748.01 FEET TO THE POINT OF BEGINNING CONTAINING 24.15 ACRES MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AND THE RIGHTS OF INGRESS AND EGRESS OVER CARRIAGE WAY TO SIX MILE AND RIDGE ROADS.

*The Meadows at Northville Ridge:*

A PARCEL OF LAND LYING IN PART OF THE N.E. 1/4 and N.W. 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHLVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 18; THENCE S. 89°14'21" W. 60.00 FEET ALONG THE EAST AND WEST

EXHIBIT A CONTINUED

1/4 LINE OF SAID SECTION 18; THENCE N.  $00^{\circ}05'22''$  E. 99.33 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF RIDGE ROAD (60 FEET WIDE, 1/2 WIDTH) THENCE N.  $89^{\circ}54'38''$  W., 177.65 FEET; THENCE 175.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 500.00 FEET, CENTRAL ANGLE  $20^{\circ}04'33''$  AND A CHORD THAT BEARS N.  $79^{\circ}52'22''$  W., 174.30 FEET; THENCE 105.07 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 500.00 FEET, CENTRAL ANGLE  $12^{\circ}02'25''$  AND A CHORD THAT BEARS N.  $75^{\circ}51'18''$  W., 104.88 FEET; THENCE N.  $81^{\circ}52'30''$  W., 87.61 FEET; THENCE 588.98 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1,135.00 FEET, CENTRAL ANGLE  $29^{\circ}43'56''$ , AND A CHORD THAT BEARS N.  $67^{\circ}00'33''$  W., 582.39 FEET; THENCE N.  $52^{\circ}08'35''$  W., 123.89 FEET; THENCE 142.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 965.00 FEET, CENTRAL ANGLE  $08^{\circ}27'22''$ , AND A CHORD THAT BEARS N.  $56^{\circ}22'15''$  W., 142.29 FEET; THENCE N.  $60^{\circ}35'56''$  W., 109.52 FEET; THENCE 123.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 75.00 FEET, CENTRAL ANGLE OF  $94^{\circ}12'59''$ , AND A CHORD THAT BEARS N.  $75^{\circ}40'22''$  W., 109.90 FEET; THENCE S.  $37^{\circ}51'26''$  W. 460.02 FEET; THENCE N.  $80^{\circ}59'09''$  W. 222.05 FEET; THENCE N.  $45^{\circ}15'59''$  W. 234.26 FEET; THENCE S.  $85^{\circ}55'40''$  W. 240.21 FEET; THENCE N.  $51^{\circ}59'25''$  W. 229.92 FEET; THENCE N.  $37^{\circ}40'19''$  W. 180.28 FEET; THENCE N.  $03^{\circ}28'20''$  E. 89.10 FEET; THENCE N.  $50^{\circ}43'04''$  E. 135.08 FEET; THENCE N.  $80^{\circ}37'21''$  E. 341.12 FEET; THENCE N.  $52^{\circ}33'27''$  E. 68.18 FEET; THENCE S.  $80^{\circ}26'14''$  E. 65.00 FEET; THENCE S.  $53^{\circ}29'53''$  E. 182.00 FEET; THENCE N.  $42^{\circ}36'57''$  E. 83.00 FEET; THENCE 61.94 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 500.00 FEET, CENTRAL ANGLE  $07^{\circ}05'53''$ , AND A CHORD THAT BEARS N.  $50^{\circ}56'00''$  W. 61.90 FEET; THENCE 230.83 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, RADIUS 500.00 FEET, CENTRAL ANGLE  $26^{\circ}27'06''$ , AND A CHORD THAT BEARS N.  $41^{\circ}15'23''$  W. 228.79 FEET; THENCE N.  $28^{\circ}01'51''$  W. 60.00 FEET; THENCE 230.83 FEET ALONG THE ARC OF A CURVE TO THE RIGHT RADIUS 500.00 FEET, CENTRAL ANGLE  $26^{\circ}27'06''$  AND A CHORD THAT BEARS N.  $14^{\circ}48'17''$  W. 228.79 FEET; THENCE 68.07 FEET ALONG A REVERSE CURVE TO THE LEFT, RADIUS 500.00 FEET, CENTRAL ANGLE  $07^{\circ}48'02''$ , AND A CHORD THAT BEARS N.  $05^{\circ}28'45''$  W. 68.02 FEET; THENCE S.  $80^{\circ}37'14''$  W. 120.00 FEET; THENCE N.  $08^{\circ}15'21''$  W. 77.01 FEET; THENCE N.  $04^{\circ}25'09''$  W. 78.50 FEET; THENCE N.  $00^{\circ}31'28''$  W. 78.50 FEET; THENCE N.  $03^{\circ}22'13''$  E. 78.50 FEET; THENCE N.  $07^{\circ}15'55''$  E. 78.50 FEET; THENCE N.  $10^{\circ}55'44''$  E. 76.39 FEET; THENCE N.  $11^{\circ}50'20''$  E. 144.00 FEET; THENCE N.  $10^{\circ}54'23''$  E. 68.72 FEET; THENCE N.  $08^{\circ}57'08''$  E. 97.08 FEET; THENCE 17.13 FEET ALONG THE ARC OF A CURVE TO THE RIGHT RADIUS 200.00 FEET, CENTRAL ANGLE  $04^{\circ}54'27''$  AND A CHORD THAT BEARS S.  $67^{\circ}54'35''$  E. 17.13 FEET; THENCE 53.14 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, RADIUS 200.00 FEET, CENTRAL ANGLE  $15^{\circ}13'23''$  AND A CHORD THAT BEARS S.  $73^{\circ}04'03''$  E. 52.98 FEET; THENCE S.  $80^{\circ}40'44''$  E. 50.30 FEET; THENCE 232.37 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 1987.00 FEET, CENTRAL ANGLE  $06^{\circ}42'02''$  AND A CHORD THAT BEARS N.  $03^{\circ}59'06''$  E. 232.24 FEET; THENCE N.  $00^{\circ}38'05''$  E. 42.79 FEET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SIX MILE ROAD (60 FEET WIDE, 1/2 WIDTH) S.  $89^{\circ}21'55''$  E. 458.20 FEET; THENCE S.  $00^{\circ}38'05''$  W. 310.00 FEET; THENCE S.  $45^{\circ}07'43''$  E. 243.65 FEET; THENCE S.  $89^{\circ}21'55''$  E. 1238.17 FEET; THENCE S.  $00^{\circ}05'22''$  W. 892.17 FEET; THENCE S.  $54^{\circ}18'38''$  W. 156.77 FEET; THENCE N.  $15^{\circ}34'31''$  W. 135.61 FEET;

EXHIBIT A CONTINUED

THENCE 46.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 60.00 FEET, CENTRAL ANGLE 44°02'43" AND A CHORD THAT BEARS N. 83°33'10" W. 45.00 FEET; THENCE S. 64°43'12" W. 136.76 FEET; THENCE N. 32°56'41" W. 64.23 FEET; THENCE N. 08°14'59" W. 3.65 FEET; THENCE S. 87°18'46" W. 359.30 FEET; THENCE S. 84°19'45" W. 36.00 FEET; THENCE N. 82°38'17" W. 91.81 FEET; THENCE N. 73°18'47" W. 41.66 FEET; THENCE S. 53°19'13" W. 145.60 FEET; THENCE S. 51°21'16" W. 73.44 FEET; THENCE S. 61°49'56" W. 90.43 FEET; THENCE S. 75°52'06" W. 90.52 FEET; THENCE S. 31°51'24" W. 81.60 FEET; THENCE S. 24°58'48" W. 93.10 FEET; THENCE S. 60°35'56" E. 136.57 FEET; THENCE 162.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 75.00 FEET, CENTRAL ANGLE 124°21'49" AND A CHORD THAT BEARS S. 60°35'56" E. 132.66 FEET; THENCE S. 60°35'56" E. 109.52 FEET; THENCE 152.75 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1035.00 FEET, CENTRAL ANGLE 08°27'22" AND A CHORD THAT BEARS S. 56°22'15" E. 152.61 FEET; THENCE S. 52°08'35" E. 123.89 FEET; THENCE 552.65 FEET ALONG THE ARC OF CURVE TO THE LEFT, RADIUS 1065.00 FEET, CENTRAL ANGLE 29°43'56" AND A CHORD THAT BEARS S. 67°00'33" E. 546.47 FEET; THENCE S. 81°52'30" E. 182.29 FEET; THENCE 170.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 1214.99 FEET, CENTRAL ANGLE 08°02'08" AND A CHORD THAT BEARS S. 85°53'34" E. 170.26 FEET; THENCE S. 89°54'38" E. 177.65 FEET; THENCE ALONG SAID WEST LINE OF RIDGE ROAD S. 00°05'22" W. 100.00 FEET TO THE POINT OF BEGINNING CONTAINING 66.08 ACRES MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OR RECORD.

*The Terraces at Northville Ridge:*

A PARCEL OF LAND LYING IN PART OF THE EAST 1/2 OF SECTION 18, T. 1 S., R. 8 E., NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT BEING DISTANT S. 89°14'21" W. 60.00 FEET ALONG THE EAST AND WEST 1/4 LINE OF SECTION 18 AND N. 00°05'22" E. 99.33 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF RIDGE ROAD (60 FEET WIDE, 1/2 WIDTH) AND N. 89°54'38" W. 177.65 FEET AND 50.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 500.00 FEET, CENTRAL ANGLE 05°45'03" AND A CHORD THAT BEARS N. 87°02'06" W. 50.19 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 18; THENCE FROM SAID POINT OF BEGINNING 10.03 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 25.00 FEET, CENTRAL ANGLE 22°58'48" AND A CHORD THAT BEARS S. 16°01'45" W. 9.96 FEET; THENCE 379.59 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 770.00 FEET, CENTRAL ANGLE 28°14'44" AND A CHORD THAT BEARS S. 18°25'52" W. 375.76 FEET; THENCE N. 58°38'55" W. 23.00 FEET; THENCE 45.04 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 25.00 FEET, CENTRAL ANGLE 103°13'21" AND A CHORD THAT BEARS N. 20°15'51" W. 39.19 FEET; THENCE 39.11 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 218.50 FEET, CENTRAL ANGLE 10°15'15" AND A CHORD THAT BEARS N. 77°00'24" W. 39.05 FEET; THENCE N. 82°08'02" W. 94.14 FEET; THENCE S. 25°45'37" W. 245.12 FEET; THENCE S. 60°26'20" W. 181.53 FEET; THENCE N. 54°38'00" W. 242.29 FEET; THENCE S. 75°54'04" W. 120.81 FEET; THENCE 121.20 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 333.78 FEET, CENTRAL ANGLE 20°48'21" AND A CHORD THAT BEARS N. 03°41'45" W. 120.54 FEET;

EXHIBIT A CONTINUED

THENCE N.  $06^{\circ}42'26''$  E. 180.50 FEET; THENCE 51.04 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 241.50 FEET, CENTRAL ANGLE  $12^{\circ}06'34''$  AND A CHORD THAT BEARS N.  $12^{\circ}45'43''$  E. 50.95 FEET; THENCE 35.47 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 24.50 FEET, CENTRAL ANGLE  $82^{\circ}57'40''$  AND A CHORD THAT BEARS N.  $22^{\circ}39'50''$  W. 32.46 FEET; THENCE N.  $64^{\circ}08'40''$  W. 43.23 FEET; THENCE 107.30 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 511.50 FEET, CENTRAL ANGLE  $12^{\circ}01'08''$  AND A CHORD THAT BEARS N.  $58^{\circ}08'06''$  W. 107.10 FEET; THENCE N.  $52^{\circ}07'32''$  W. 571.76 FEET; THENCE N.  $37^{\circ}51'26''$  E. 277.24 FEET; THENCE 123.33 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 75.00 FEET, CENTRAL ANGLE  $94^{\circ}12'59''$  AND A CHORD THAT BEARS S.  $75^{\circ}40'22''$  E. 109.90 FEET; THENCE S.  $60^{\circ}35'56''$  E. 109.52 FEET; THENCE 142.42 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 965.00 FEET, CENTRAL ANGLE  $08^{\circ}27'21''$  AND A CHORD THAT BEARS S.  $56^{\circ}22'16''$  E. 142.29 FEET; THENCE S.  $52^{\circ}08'35''$  E. 123.89 FEET; THENCE 588.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 1,135.00 FEET, CENTRAL ANGLE  $29^{\circ}43'55''$  AND A CHORD THAT BEARS S.  $67^{\circ}00'32''$  E. 582.39 FEET; THENCE S.  $81^{\circ}52'30''$  E. 87.61 FEET; THENCE 105.07 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 500.00 FEET, CENTRAL ANGLE  $12^{\circ}02'25''$  AND A CHORD THAT BEARS S.  $75^{\circ}51'18''$  E. 104.88 FEET; THENCE 125.01 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 500.00 FEET, CENTRAL ANGLE  $14^{\circ}19'29''$  AND A CHORD THAT BEARS S.  $76^{\circ}59'50''$  E. 124.68 FEET TO THE POINT OF BEGINNING CONTAINING 15.26 ACRES MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AND THE RIGHTS OF INGRESS AND EGRESS OVER CARRIAGE WAY TO SIX MILE AND RIDGE ROADS.

EXHIBIT B TO  
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE NORTHLVILLE RIDGE MASTER COMMUNITY

**LEGAL DESCRIPTION: COMMUNITY AREA NO. 1**

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4 OF SECTION 18, T. 1. S., R. 8 E., NORTHLVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT DISTANT S. 00°05'22" W. 60.00 FEET ALONG THE EAST LINE OF SECTION 18, SAID LINE ALSO BEING THE CENTERLINE OF RIDGE ROAD (60 FEET WIDE, 1/2 WIDTH) AND N. 89°21'55" W. 1738.17 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SIX MILE ROAD (60 FEET WIDE, 1/2 WIDTH) FROM THE N.E. CORNER OF SECTION 18, THENCE FROM SAID POINT OF BEGINNING S. 00°38'05" W. 310.00 FEET; THENCE N. 45°07'43" W. 225.61 FEET; THENCE N. 55°21'38" W. 93.16 FEET; THENCE N. 70°15'33" W. 126.56 FEET; THENCE 16.30 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 512.97 FEET, CENTRAL ANGLE 01°49'14" AND A CHORD THAT BEARS N. 01°32'01" E. 16.30 FEET; THENCE N. 00°38'05" E. 42.79 FEET; THENCE ALONG SAID SOUTH LINE OF SIX MILE ROAD S. 89°21'55" E. 358.21 FEET TO THE POINT OF BEGINNING CONTAINING 1.30 ACRES MORE OR LESS.

**LEGAL DESCRIPTION: COMMUNITY AREA NO. 2**

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHLVILLE TOWNSHIP, WAYNE COUNTY MICHIGAN MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT DISTANT S. 00°05'22" W. 540.01 FEET ALONG THE EAST LINE OF SECTION 18, SAID LINE ALSO BEING THE CENTERLINE OF RIDGE ROAD (60 FEET WIDE, 1/2 WIDTH) AND N. 89°21'55" W. 1075.25 FROM THE N.E. CORNER OF SECTION 18; THENCE FROM SAID POINT OF BEGINNING S. 04°25'01" W. 150.32 FEET; THENCE N. 85°34'59" W. 34.16 FEET; THENCE N. 04°25'01" E. 148.07 FEET; THENCE S. 89°21'55" E. 34.24 FEET TO THE POINT OF BEGINNING CONTAINING 0.12 ACRES MORE OR LESS.

**LEGAL DESCRIPTION: COMMUNITY AREA NO. 3**

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4 OF SECTION 18, T. 1. S., R. 8 E., NORTHLVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT DISTANT S. 00°05'22" W. 540.01 FEET ALONG THE EAST LINE OF SECTION 18, SAID LINE ALSO BEING THE CENTERLINE OF RIDGE ROAD (60 FEET

EXHIBIT B CONTINUED

WIDE, 1/2 WIDTH) AND N.  $89^{\circ}21'55''$  W. 1173.58 FEET AND S.  $04^{\circ}25'01''$  W. 203.44 FEET AND S.  $85^{\circ}34'59''$  E. 31.09 FEET FROM THE N.E. CORNER OF SECTION 18; THENCE FROM SAID POINT OF BEGINNING S.  $85^{\circ}34'59''$  E. 97.93 FEET; THENCE 12.14 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 530.00 FEET, CENTRAL ANGLE  $01^{\circ}18'45''$  AND A CHORD THAT BEARS S.  $86^{\circ}14'21''$  E. 12.04 FEET; THENCE S.  $03^{\circ}06'16''$  W. 160.54 FEET; THENCE S.  $16^{\circ}56'04''$  E. 134.56 FEET; THENCE S.  $60^{\circ}31'56''$  E. 132.45 FEET; THENCE S.  $87^{\circ}18'46''$  W. 151.25 FEET; THENCE S.  $02^{\circ}41'14''$  E. 120.00 FEET; THENCE S.  $87^{\circ}18'46''$  W. 23.53 FEET; THENCE 7.92 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 220.00 FEET, CENTRAL ANGLE  $02^{\circ}03'46''$  AND A CHORD THAT BEARS S.  $88^{\circ}20'40''$  W. 7.92 FEET; THENCE N.  $00^{\circ}19'10''$  E. 193.29 FEET; THENCE N.  $12^{\circ}43'03''$  W. 90.91 FEET; THENCE N.  $25^{\circ}56'22''$  W. 149.71 FEET; THENCE N.  $04^{\circ}25'01''$  E. 74.45 FEET TO THE POINT OF BEGINNING CONTAINING 0.81 ACRES MORE OR LESS.

**LEGAL DESCRIPTION: COMMUNITY AREA NO. 4**

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHVILLE TOWNSHIP, WAYNE COUNTY MICHIGAN MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT DISTANT S.  $00^{\circ}05'22''$  W. 540.01 FEET ALONG THE EAST LINE OF SECTION 18, SAID LINE ALSO BEING THE CENTERLINE OF RIDGE ROAD (60 FEET WIDE, 1/2 WIDTH) AND N.  $89^{\circ}21'55''$  W. 1465.68 FEET AND S.  $01^{\circ}28'50''$  E. 146.91 FEET AND S.  $11^{\circ}08'01''$  W. 61.48 FEET AND S.  $08^{\circ}46'56''$  W. 94.17 FEET AND S.  $13^{\circ}23'26''$  E. 57.99 FEET AND S.  $30^{\circ}31'35''$  E. 131.39 FEET AND S.  $19^{\circ}36'28''$  E. 74.27 FEET FROM THE N.E. CORNER OF SECTION 18; THENCE FROM SAID POINT OF BEGINNING N.  $75^{\circ}33'59''$  E. 125.06 FEET; THENCE 176.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 220.00 FEET, CENTRAL ANGLE  $45^{\circ}50'12''$  AND A CHORD THAT BEARS S.  $08^{\circ}28'59''$  W. 171.34 FEET; THENCE N.  $35^{\circ}46'10''$  W. 157.61 FEET; THENCE N.  $19^{\circ}36'28''$  W. 11.05 FEET TO THE POINT OF BEGINNING CONTAINING 0.28 ACRES MORE OR LESS.

**LEGAL DESCRIPTION: COMMUNITY AREA NO. 5**

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4 OF SECTION 18, T. 1. S., R. 8 E., NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT DISTANT S.  $00^{\circ}05'22''$  W. 60.00 FEET ALONG THE EAST LINE OF SECTION 18, SAID LINE ALSO BEING THE CENTERLINE OF RIDGE ROAD (60 FEET WIDE, 1/2 WIDTH) AND N.  $89^{\circ}21'55''$  W. 1738.17 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SIX MILE ROAD (60 FEET WIDE, 1/2 WIDTH) AND S.  $00^{\circ}38'05''$  W. 310.00 FEET FROM THE N.E. CORNER OF SECTION 18; THENCE FROM SAID POINT OF BEGINNING S.  $45^{\circ}07'43''$  W. 22.52 FEET; THENCE S.  $44^{\circ}52'17''$  W. 120.00 FEET; THENCE N.

1-1-3  
P-1-28

EXHIBIT B CONTINUED

45°07'43" W. 30.00 FEET; THENCE N. 44°52'17" E. 120.00 FEET; THENCE S. 45°07'43" E. 7.48 FEET TO THE POINT OF BEGINNING CONTAINING 0.083 ACRES MORE OR LESS.

LEGAL DESCRIPTION: COMMUNITY AREA NO. 6

A PARCEL OF LAND LYING IN THE N.E. 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHLAKE TOWNSHIP, WAYNE COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE N.E. CORNER OF SAID SECTION 18; THENCE N. 89°21'55" W. 2095.80 FEET ALONG THE NORTH LINE OF SAID SECTION 18, SAID LINE ALSO BEING THE CENTERLINE OF SIX MILE ROAD (60 FEET WIDE, 1/2 WIDTH); THENCE S. 00°38'05" W. 60.00 FEET TO THE POINT OF BEGINNING BEING THE INTERSECTION OF THE SOUTH LINE OF SIX MILE ROAD AND THE EAST LINE OF CARRIAGE WAY; THENCE S. 00°38'05" W. 42.79 FEET; THENCE 100.32 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 512.97 FEET, CENTRAL ANGLE 11°12'15", CHORD LENGTH 100.15 FEET AND A CHORD BEARING OF S. 06°14'13" W.; THENCE S. 11°50'20" W. 477.39 FEET; THENCE 1220.03 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 965.00 FEET, CENTRAL ANGLE 72°26'16", A CHORD LENGTH 1140.39 FEET AND A CHORD BEARING OF S. 24°22'48" E.; THENCE S. 60°35'56" E. 234.60 FEET; THENCE 162.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 75.00 FEET, CENTRAL ANGLE 124°21'49", CHORD LENGTH 132.06 FEET AND A CHORD BEARING OF S. 60°35'56" E. THENCE S. 60°35'56" E. 109.52 FEET; THENCE 152.75 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 1035.00 FEET, CENTRAL ANGLE 08°27'21", A CHORD LENGTH OF 152.61 AND A CHORD BEARING OF S. 56°22'16" E.; THENCE S. 52°08'35" E. 123.89 FEET; THENCE 552.65 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 1065.00, CENTRAL ANGLE 29°43'55", CHORD LENGTH OF 546.47 FEET AND A CHORD BEARING OF S. 67°00'32" E.; THENCE S. 81°52'30" E. 182.29 FEET; THENCE 170.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 1214.99 FEET, CENTRAL ANGLE 08°02'08", CHORD LENGTH OF 170.26 FEET AND A CHORD BEARING OF S. 85°53'34" E.; THENCE S. 89°54'38" E. 177.65 FEET TO THE WEST LINE OF RIDGE ROAD (60 FEET WIDE, 1/2 WIDTH); THENCE ALONG SAID WEST LINE OF RIDGE ROAD S. 00°05'22" W. 100.00 FEET; THENCE N. 89°54'38" W. 177.65 FEET; THENCE 175.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 500.00 FEET, CENTRAL ANGLE 20°04'33", CHORD LENGTH OF 174.30 FEET AND A CHORD BEARING OF N. 79°52'21" W.; THENCE 105.07 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, RADIUS 500.00 FEET, CENTRAL ANGLE 12°02'25", A CHORD OF 104.88 FEET AND A CHORD BEARING N. 75°51'17" W.; THENCE N. 81°52'30" W. 87.61 FEET; THENCE 588.98 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1135.00 FEET, CENTRAL ANGLE 29°43'55", CHORD LENGTH OF 582.39 FEET AND A CHORD BEARING OF N. 67°00'32" W.; THENCE N. 52°08'35" W. 123.89 FEET; THENCE 142.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 965.00 FEET, CENTRAL ANGLE 08°27'21", CHORD LENGTH 142.29 FEET AND A CHORD BEARING OF N. 56°22'16" W.; THENCE N. 60°35'56" W. 109.52 FEET; THENCE 162.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CENTRAL ANGLE 124°21'49", CHORD LENGTH 132.66 FEET AND A CHORD BEARING OF N. 60°35'56" W.; THENCE N. 60°35'56" W. 234.60 FEET; THENCE 262.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1035.00 FEET, CENTRAL ANGLE 14°31'30",

EXHIBIT B CONTINUED

CHORD LENGTH OF 261.68 FEET AND A CHORD BEARING OF N.  $53^{\circ}20'11''$  W.; THENCE 73.38 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, RADIUS 500.00 FEET, CENTRAL ANGLE  $08^{\circ}24'30''$ , CHORD LENGTH 73.31 FEET AND A CHORD BEARING OF N.  $50^{\circ}16'41''$  W.; THENCE 230.83 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, CENTRAL ANGLE  $26^{\circ}27'06''$ , A CHORD LENGTH OF 228.79 FEET AND A CHORD BEARING OF N.  $41^{\circ}15'23''$  W.; THENCE N.  $28^{\circ}01'51''$  W. 60.00 FEET; THENCE 230.83 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 500.00 FEET, CENTRAL ANGLE  $26^{\circ}27'06''$ , CHORD LENGTH 228.79 FEET AND A CHORD BEARING OF N.  $14^{\circ}48'17''$  W.; THENCE 73.38 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, RADIUS 500.00 FEET, CENTRAL ANGLE OF  $08^{\circ}24'31''$ , CHORD LENGTH OF 73.31 FEET AND A CHORD BEARING OF N.  $05^{\circ}46'59''$  W.; THENCE 394.78 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, RADIUS 1035.00 FEET, CENTRAL ANGLE  $21^{\circ}49'35''$ , CHORD LENGTH 391.90 FEET AND A CHORD BEARING OF N.  $00^{\circ}55'33''$  E.; THENCE N.  $11^{\circ}50'20''$  E. 171.54 FEET; THENCE 388.56 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 1987.00 FEET, CENTRAL ANGLE  $11^{\circ}12'15''$ , A CHORD LENGTH OF 387.94 FEET AND A CHORD BEARING OF N.  $06^{\circ}14'13''$  E.; THENCE N.  $00^{\circ}38'05''$  E. 42.79 FEET; THENCE ALONG SAID SOUTH LINE OF SIX MILE ROAD S.  $89^{\circ}21'55''$  E. 100.00 FEET TO THE POINT OF BEGINNING CONTAINING 6.83 ACRES.

LEGAL DESCRIPTION: COMMUNITY AREA NO. 7

PART OF THE N. 1/2 OF SECTION 18 T. 1 S., R. 8 E., NORTHLVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT, SAID POINT BEING DISTANT S.  $00^{\circ}02'25''$  E. 1650.31 FEET ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 18 FROM THE N. 1/4 CORNER OF SAID SECTION 18; THENCE FROM SAID POINT OF BEGINNING N.  $80^{\circ}37'21''$  E. 341.12 FEET; THENCE N.  $52^{\circ}33'27''$  E. 68.18 FEET; THENCE S.  $80^{\circ}26'14''$  E. 65.00 FEET; THENCE S.  $53^{\circ}29'53''$  E. 182.00 FEET; THENCE N.  $42^{\circ}36'57''$  E. 83.00 FEET; THENCE 11.43 FEET ALONG THE ARC OF A CURVE TO THE RIGHT; RADIUS 500.00 FEET; CENTRAL ANGLE  $01^{\circ}18'37''$  AND A CHORD THAT BEARS S.  $46^{\circ}43'45''$  E. 11.43 FEET; THENCE 262.38 FEET ALONG AN ARC OF CURVE TO THE LEFT; RADIUS 1035.00 FEET; CENTRAL ANGLE  $14^{\circ}31'30''$  AND A CHORD THAT BEARS S.  $53^{\circ}20'11''$  E. 261.68 FEET; THENCE S.  $60^{\circ}35'56''$  E. 234.60 FEET; THENCE 39.46 FEET ALONG AN ARC OF CURVE TO THE LEFT; RADIUS 75.00 FEET; CENTRAL ANGLE  $30^{\circ}08'51''$  AND A CHORD THAT BEARS S.  $13^{\circ}29'27''$  E. 39.01 FEET; THENCE S.  $37^{\circ}51'26''$  W. 460.02 FEET; THENCE N.  $80^{\circ}59'09''$  W. 222.05 FEET; THENCE N.  $45^{\circ}15'59''$  W. 234.26 FEET; THENCE S.  $85^{\circ}55'40''$  W. 240.21 FEET; THENCE N.  $51^{\circ}59'25''$  W. 229.92 FEET; THENCE N.  $37^{\circ}40'19''$  W. 180.28 FEET; THENCE N.  $03^{\circ}28'20''$  E. 89.10 FEET; THENCE N.  $50^{\circ}43'04''$  E. 135.08 FEET TO THE POINT OF BEGINNING AND CONTAINING 12.11 ACRES MORE OR LESS.

EXHIBIT B CONTINUED

9  
**LEGAL DESCRIPTION: COMMUNITY AREA NO. 8**

A DESCRIPTION FOR A LANDSCAPE EASEMENT LOCATED IN PART OF THE N.E. 1/4 OF SECTION 18, T 1 S., R. 8 E., NORTHLVILLE TOWNSHIP, WAYNE COUNTY MICHIGAN DESCRIBED AS:

COMMENCING AT THE N.E. CORNER OF SAID SECTION 18 AND PROCEEDING THENCE N.  $89^{\circ}21'55''$  W. 2195.80 FEET ALONG THE NORTH LINE OF SAID SECTION 18 AND S.  $00^{\circ}38'05''$  E. 60.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SIX MILE ROAD (60 FEET WIDE, 1/2 WIDTH) AND POINT OF BEGINNING; THENCE S.  $00^{\circ}38'05''$  W. 60.00 FEET; THENCE N.  $89^{\circ}21'55''$  W. 150.00 FEET; THENCE N.  $00^{\circ}38'05''$  E. 60.00 FEET; THENCE S.  $89^{\circ}21'55''$  E. 150.00 FEET TO THE POINT OF BEGINNING.

9  
**LEGAL DESCRIPTION: COMMUNITY AREA NO. 9**

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHLVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN: BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 18; THENCE S.  $89^{\circ}14'21''$  W. 60.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF RIDGE ROAD (VARIABLE WIDTH) AND N.  $00^{\circ}05'22''$  E. 199.33 FEET TO THE POINT OF BEGINNING; THENCE N.  $89^{\circ}54'38''$  W. 109.00 FEET; THENCE N.  $02^{\circ}51'43''$  E. 103.47 FEET; THENCE N.  $20^{\circ}46'15''$  E. 31.43 FEET; THENCE N.  $09^{\circ}40'03''$  E. 126.62 FEET; THENCE N.  $09^{\circ}49'09''$  W. 113.67 FEET; THENCE N.  $32^{\circ}37'33''$  W. 139.,74 FEET; THENCE N.  $58^{\circ}09'32''$  W. 141.16 FEET; THENCE N.  $87^{\circ}14'23''$  W. 145.03 FEET; THENCE S.  $69^{\circ}31'51''$  W. 109.66 FEET; THENCE S.  $24^{\circ}51'34''$  W. 33.93 FEET; THENCE N.  $87^{\circ}19'36''$  W. 93.00 FEET; THENCE N.  $33^{\circ}25'47''$  W. 80.00 FEET; THENCE N.  $11^{\circ}17'26''$  W. 31.25 FEET; THENCE N.  $29^{\circ}19'04''$  W. 127.78 FEET; THENCE N.  $45^{\circ}09'08''$  W. 100.10 FEET; THENCE N.  $63^{\circ}44'06''$  W. 136.27 FEET; THENCE N.  $80^{\circ}51'13''$  W. 130.33 FEET; THENCE S.  $82^{\circ}45'04''$  W. 133.75 FEET; THENCE S.  $64^{\circ}04'28''$  W. 132.49 FEET; THENCE S.  $48^{\circ}37'34''$  W. 97.01 FEET; THENCE S.  $37^{\circ}51'21''$  W. 204.45 FEET; THENCE N.  $60^{\circ}35'56''$  W. 69.18 FEET; THENCE N.  $24^{\circ}58'48''$  E. 93.10 FEET; THENCE N.  $31^{\circ}51'24''$  E. 81.60 FEET; THENCE N.  $75^{\circ}51'06''$  E. 90.52 FEET; THENCE N.  $61^{\circ}49'56''$  E. 90.43 FEET; THENCE N.  $51^{\circ}21'16''$  E. 73.44 FEET; THENCE N.  $53^{\circ}19'13''$  E. 145.60 FEET; THENCE S.  $73^{\circ}18'47''$  E. 41.66 FEET; THENCE S.  $82^{\circ}38'17''$  E. 145.60 FEET; THENCE S.  $73^{\circ}18'47''$  E. 41.66 FEET; THENCE S.  $82^{\circ}38'17''$  E. 91.81 FEET; THENCE N.  $00^{\circ}48'53''$  E. 122.63 FEET; THENCE 17.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 250.00 FEET, CENTRAL ANGLE  $03^{\circ}55'20''$  AND A CHORD THAT BEARS N.  $89^{\circ}03'49''$  E. 17.11 FEET; THENCE N.  $87^{\circ}18'46''$  E. 11.36 FEET; THENCE S.  $02^{\circ}41'14''$  E. 120.00 FEET; THENCE N.  $87^{\circ}18'46''$  E. 359.30 FEET; THENCE S.  $08^{\circ}14'59''$  E. 3.66 FEET; THENCE S.  $32^{\circ}56'41''$  E. 64.23 FEET; THENCE N.  $64^{\circ}43'12''$  E. 136.76 FEET; THENCE 46.13 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 60.00 FEET, CENTRAL ANGLE  $44^{\circ}02'55''$  AND A CHORD THAT BEARS S.  $83^{\circ}33'10''$  E. 45.00 FEET; THENCE S.  $15^{\circ}34'31''$  E. 135.61 FEET; THENCE N.  $54^{\circ}18'38''$  E. 156.77 FEET; THENCE S.  $00^{\circ}05'22''$  W. 151.83 FEET;

EXHIBIT B CONTINUED

THENCE S.  $89^{\circ}21'55''$  E. 270.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF RIDGE ROAD (VARIABLE WIDTH); THENCE ALONG SAID RIGHT-OF-WAY LINE S.  $00^{\circ}95'22''$  W. 748.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.41 ACRES MORE OR LESS.

**LEGAL DESCRIPTION: COMMUNITY AREA NO. 10**

AN EASEMENT FOR A DETENTION POND LYING IN PART OF THE N.E. 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHLVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 18; THENCE S.  $89^{\circ}14'21''$  W. 60.00 FEET ALONG THE EAST AND WEST 1/4 LINE OF SECTION 18 AND N.  $00^{\circ}05'22''$  E. 199.33 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF RIDGE ROAD (60 FEET WIDE, 1/2 WIDTH) AND N.  $89^{\circ}54'38''$  W. 177.65 FEET AND 170.40 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1,214.99 FEET, CENTRAL ANGLE  $08^{\circ}02'08''$  AND A CHORD THAT BEARS N.  $85^{\circ}53'33''$  W. 170.26 FEET AND N.  $81^{\circ}52'30''$  W. 182.29 FEET AND 356.99 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1,065.00 FEET, CENTRAL ANGLE  $19^{\circ}12'20''$  AND A CHORD THAT BEARS N.  $72^{\circ}16'20''$  W. 355.32 FEET AND N.  $27^{\circ}56'39''$  E. 124.57 FEET TO THE POINT OF BEGINNING; THENCE S.  $87^{\circ}40'45''$  W. 16.79 FEET; THENCE N.  $58^{\circ}20'41''$  W. 80.34 FEET; THENCE N.  $47^{\circ}44'16''$  W. 29.77 FEET; THENCE N.  $52^{\circ}36'03''$  W. 82.26 FEET; THENCE N.  $61^{\circ}21'58''$  W. 30.65 FEET; THENCE N.  $52^{\circ}08'35''$  W. 78.48 FEET; THENCE N.  $52^{\circ}11'57''$  W. 35.71 FEET; THENCE N.  $57^{\circ}21'43''$  W. 79.42 FEET; THENCE N.  $48^{\circ}42'30''$  W. 39.92 FEET; THENCE N.  $10^{\circ}48'40''$  W. 16.34 FEET; THENCE N.  $21^{\circ}24'18''$  E. 12.75 FEET; THENCE N.  $45^{\circ}29'19''$  E. 18.06 FEET; THENCE N.  $67^{\circ}14'43''$  E. 75.10 FEET; THENCE N.  $74^{\circ}47'24''$  E. 23.75 FEET; THENCE S.  $76^{\circ}03'38''$  E. 100.85 FEET; THENCE S.  $40^{\circ}54'39''$  E. 71.73 FEET; THENCE S.  $28^{\circ}46'03''$  E. 27.17 FEET; THENCE S.  $23^{\circ}05'28''$  E. 80.94 FEET; THENCE S.  $34^{\circ}22'50''$  E. 52.10 FEET; THENCE S.  $43^{\circ}40'42''$  E. 82.17 FEET; THENCE S.  $56^{\circ}45'39''$  E. 19.84 FEET; THENCE S.  $31^{\circ}02'46''$  E. 12.86 FEET; THENCE DUE SOUTH 12.62 FEET; THENCE S.  $24^{\circ}34'35''$  W. 19.75 FEET; THENCE S.  $48^{\circ}56'15''$  W. 14.57 FEET TO THE POINT OF BEGINNING.

**LEGAL DESCRIPTION: COMMUNITY AREA NO. 11**

AN EASEMENT FOR A DETENTION POND LYING IN PART OF THE S.E. 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHLVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 18; THENCE S.  $89^{\circ}14'21''$  W. 60.00 FEET ALONG THE EAST AND WEST 1/4 LINE OF SECTION 18 AND N.  $00^{\circ}05'22''$  E. 99.33 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF RIDGE ROAD (60 FEET WIDE, 1/2 WIDTH) AND N.  $89^{\circ}54'38''$  W. 177.65 FEET AND 50.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 500.00 FEET, CENTRAL ANGLE  $05^{\circ}45'03''$  AND A CHORD THAT BEARS N.  $87^{\circ}02'06''$  W. 50.19 FEET AND 10.03 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 25.00 FEET, CENTRAL ANGLE  $22^{\circ}58'48''$  AND A CHORD THAT BEARS S.  $16^{\circ}01'45''$  W. 9.96 FEET AND 379.59 FEET ALONG THE ARC OF A CURVE

EXHIBIT B CONTINUED

TO THE RIGHT, RADIUS 770.00 FEET, CENTRAL ANGLE 28°14'44" AND A CHORD THAT BEARS S. 18°25'52" W. 375.76 FEET AND N. 58°38'55" W. 23.00 FEET AND 45.04 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 25.00 FEET, CENTRAL ANGLE 103°13'21" AND A CHORD THAT BEARS N. 20°15'51" W. 39.19 FEET AND 39.11 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 218.50 FEET, CENTRAL ANGLE 10°15'15" AND A CHORD THAT BEARS N. 77°00'24" W. 39.05 FEET AND N. 82°08'02" W. 94.14 FEET TO THE POINT OF BEGINNING; THENCE S. 25°45'37" W. 245.12 FEET; THENCE S. 60°26'20" W. 181.53 FEET; THENCE N. 54°38'00" W. 242.29 FEET; THENCE DUE NORTH 119.00 FEET; THENCE N. 60°00'00" E. 118.36 FEET; THENCE DUE NORTH 80.65 FEET; THENCE 364.71 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 1,711.50 FEET, CENTRAL ANGLE 12°12'33" AND A CHORD THAT BEARS S. 76°01'43" E. 364.01 FEET; THENCE S. 82°08'02" E. 6.32 FEET TO THE POINT OF ENDING.

**LEGAL DESCRIPTION: COMMUNITY AREA NO. 12**

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 18 AND PROCEEDING S. 89°14'21" W. 60.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF RIDGE ROAD (VARIABLE WIDTH) AND N. 00°52'22" E. 947.34 FEET AND S. 89°21'55" W. 270.00 FEET AND N. 00°05'22" E. 151.83 FEET AND S. 54°18'38" W. 156.77 FEET AND N. 15°34'31" W. 135.61 FEET AND 46.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 60.00 FEET, CENTRAL ANGLE 44°02'43" AND A CHORD THAT BEARS N. 83°33'09" W. 45.00 FEET AND S. 64°43'12" W. 136.76 FEET AND N. 32°56'41" W. 64.23 FEET; THENCE N. 08°14'59" W. 3.65 FEET AND S. 87°18'46" W. 359.30 FEET TO THE POINT OF BEGINNING; THENCE S. 84°19'45" W. 36.00 FEET; THENCE N. 00°48'53" E. 122.63 FEET; THENCE 17.11 FEET ALONG THE ARC OF CURVE TO THE LEFT, RADIUS 280.00 FEET, CENTRAL ANGLE 03°30'07" AND A CHORD THAT BEARS N. 89°03'49" E. 17.11 FEET; THENCE N. 87°18'46" E. 11.36 FEET; THENCE S. 02°41'14" E. 120.00 FEET TO THE POINT OF BEGINNING CONTAINING 3,896.539 SQUARE FEET MORE OR LESS.

**LEGAL DESCRIPTION: COMMUNITY AREA NO. 13**

AN 8 FOOT WIDE STRIP OF LAND LOCATED IN SECTION 18 T. 1 S., R. 8 E., NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN, SAID STRIP OF LAND BEING FOUR FEET EITHER SIDE OF THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 18, THENCE ALONG THE EAST LINE OF SAID SECTION 18, N. 00°05'23" W. 1061.21 FEET ALONG THE CENTERLINE OF RIDGE ROAD; THENCE N. 89°54'38" W., 1136.39 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE FROM SAID POINT OF BEGINNING ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 27.50 FEET, A LENGTH

EXHIBIT B CONTINUED

OF 13.36 FEET, A CENTRAL ANGLE OF  $27^{\circ}50'08''$ , A CHORD BEARING S.  $14^{\circ}32'44''$  W.  
AND A CHORD LENGTH OF 13.23 FEET; THENCE S.  $00^{\circ}37'40''$  W. 115.05 FEET TO THE  
POINT OF ENDING ON THE EDGE OF CARRIAGE WAY.

EXHIBIT C

Li-36723 Pa-35

**NOTES:**

1. THE COMMUNITY AREAS SET FORTH HEREIN ARE MORE PARTICULARLY DEFINED IN THE BENEFITS AND DURATIONS HERE PARTICULARLY STATED AS APPLICABLE TO THE DECLARATION OF ELEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF THE NORTH PLATTE MASTERS COMMUNITY, RECORDED IN PLAT \_\_\_\_\_, IN THE COUNTY RECORDER.

SATELLITE ROAD  
ROUTE 12 AND 12 WORTH

SCHOOL SITE

PUBLIC WALKWAY  
COMMUNITY AREA 13

COMMUNITY AREA 1

COMMUNITY AREA 2

COMMUNITY AREA 3

COMMUNITY AREA 4

THE HOUSES AT  
NORTHVILLE ROCK

COMMUNITY AREA 5

COMMUNITY AREA 6

COMMUNITY AREA 7

COMMUNITY AREA 8

COMMUNITY AREA 9

COMMUNITY AREA 10

COMMUNITY AREA 11

COMMUNITY AREA 12

COMMUNITY AREA 13

COMMUNITY AREA 14

COMMUNITY AREA 15

THE GROVES AT  
NORTHVILLE ROCK

THE TROGES AT  
NORTHVILLE ROCK

PROPOSED SITE  
FOR THE EXPANSION  
OF THE HOUSES AT  
NORTHVILLE ROCK

SATELLITE ROAD  
ROUTE 12 AND 12 WORTH

PROPOSED SITE  
FOR THE EXPANSION  
OF THE HOUSES AT  
NORTHVILLE ROCK

PROPOSED 05-30-02

Li-38596 Pa-1  
203437742 8/05/2003  
Bernard J. Youngblood  
Wayne Co. Register of Deeds

AUG 05 2003

FIRST AMENDMENT TO THE  
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE NORTHLVILLE RIDGE MASTER COMMUNITY

MJC Northville Cove LLC ("Cove LLC"), a Michigan limited liability company, whose address is 46600 Romeo Plank Road, Suite 5, Macomb, Michigan 48044, MJC Northville Ridge LLC ("Ridge LLC"), a Michigan limited liability company, whose address is 46600 Romeo Plank Road, Suite 5, Macomb, Michigan 48044, and MJC Northville Terraces LLC ("Terraces LLC"), a Michigan limited liability company, whose address is 46600 Romeo Plank Road, Suite 5, Macomb, Michigan 48044, and Northville Ridge Development Corporation, a Michigan corporation ("Ridge CORPORATION") whose address is 28470 Thirteen Mile Road, Suite 220, Farmington Hills, Michigan 48334, ("Declarant") of a certain Declaration of Easements, Covenants, Conditions and Restrictions for the Northville Ridge Master Community ("Declaration"), and as recorded in Liber 36723, Page 3, inclusive, Wayne County Records, hereby amends the Declaration pursuant to the authority reserved in Article V thereof for the purpose of (i) amending Article I, Section 3, (ii) adding additional developments to Exhibit A of the Declaration, (iii) adding additional Community Areas to Exhibit B of the Declaration, and (iv) recording a new Exhibit C of the Declaration. Upon recordation in the Office of the Wayne County Register of Deeds of this Amendment, said Declaration shall be amended in the following manner:

\$6.00 REMONUMENTATION

1. Article I, Section 3, of the Declaration, as set forth below shall replace and supersede Article I, Section 3, as originally recorded, and Article I, Section 3, as originally recorded shall be of no further force or effect.

\$84.00 DEED  
Receipt #207801

*Amended Article I, Section 3, of the Declaration:*

RECORDED  
BERNARD J. YOUNGBLOOD, REGISTER OF DEEDS  
WAYNE COUNTY, MI

Section 3. **Declarant.** "Declarant" shall mean and refer collectively to MJC Northville Cove LLC, a Michigan limited liability company, MJC Northville Ridge LLC, a Michigan limited liability company, MJC Northville Terraces LLC, a Michigan limited liability company, and Northville Ridge Development Corporation, a Michigan corporation, and their successors and assigns.

2. Exhibits A, B and C of the original Declaration as attached hereto shall be replaced and superseded Exhibit A, B and C of the Declaration as originally recorded and Exhibit A, B and C of the original Declaration shall be of no further force or effect.

EXAMINED AND APPROVED

DATE 7-31-2003

BY DPL

DANIEL P. LANE  
PLAT ENGINEER

In all respects, other than as hereinabove indicated, the original Declaration, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

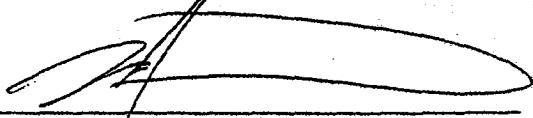
Dated this 29TH day of JULY, 2003.

WITNESSES:

MJC NORTHLAKE COVE LLC,  
a Michigan limited liability company

By: Northville Ridge LLC, a Michigan limited liability company, Its Sole Member

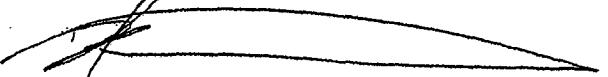
By: MAC Enterprises II, LLC, a Michigan limited liability company, Manager

By:   
Michael A. Chirco, Manager

MJC NORTHLAKE RIDGE LLC,  
a Michigan limited liability company

By: Northville Ridge LLC, a Michigan limited liability company, Its Sole Member

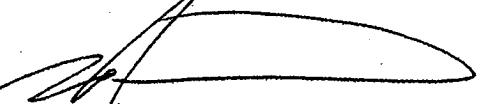
By: MAC Enterprises II, LLC, a Michigan limited liability company, Manager

By:   
Michael A. Chirco, Manager

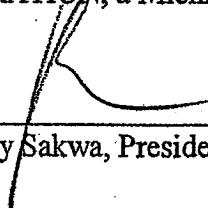
MJC NORTHLAKE TERRACES LLC,  
a Michigan limited liability company

By: Northville Ridge LLC, a Michigan limited  
liability company, Its Sole Member

By: MAC Enterprises II, LLC, a Michigan  
limited liability company, Manager

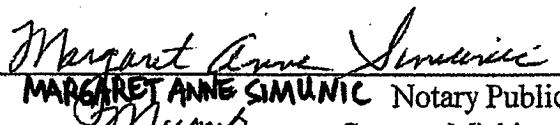
By:   
Michael A. Chirco, Manager

NORTHLAKE DEVELOPMENT  
CORPORATION, a Michigan corporation

By:   
Gary Sakwa, President

STATE OF MICHIGAN )  
) ss.  
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 29th day of  
July, 2003, by Michael A. Chirco, Manager of MAC Enterprises II, LLC, a  
Michigan limited liability company, Manager of Northville Ridge LLC, a Michigan  
limited liability company, the sole member of MJC Northville Cove LLC, a Michigan  
limited liability company, on behalf of it.

  
MARGARET ANNE SIMUNIC Notary Public  
Macomb County, Michigan  
My Commission Expires: 10-21-04

STATE OF MICHIGAN )  
                         ) ss.  
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 29th day of July, 2003, by Michael A. Chirco, Manager of MAC Enterprises II, LLC, a Michigan limited liability company, Manager of Northville Ridge LLC, a Michigan limited liability company, the sole member of MJC Northville Ridge LLC, a Michigan limited liability company, on behalf it.

Margaret Anne Simunic  
MARGARET ANNE SIMUNIC Notary Public  
Macomb County, Michigan  
My Commission Expires: 10-1-04

STATE OF MICHIGAN )  
                         ) ss.  
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 29th day of July, 2003, by Michael A. Chirco, Manager of MAC Enterprises II, LLC, a Michigan limited liability company, Manager of Northville Ridge LLC, a Michigan limited liability company, sole Member of MJC Northville Terraces LLC, a Michigan limited liability company, on behalf it.

Margaret Anne Simunic  
MARGARET ANNE SIMUNIC Notary Public  
Macomb County, Michigan  
My Commission Expires: 10-1-04

STATE OF MICHIGAN )  
OAKLAND ) ss.  
COUNTY OF MACOMB )

Li-38596

Pa-5

The foregoing instrument was acknowledged before me this 29<sup>TH</sup> day of JULY, 2003, by Gary Sakwa, President of Northville Ridge Development Corporation, a Michigan corporation, on behalf it.

Jill A. Demetriou  
Notary Public, Washtenaw County MI  
Acting in Oakland County  
My Commission Expires November 26, 2003

Jill A. Demetriou  
JILL A. DEMETRIOU Notary Public  
acting in Oakland County, Michigan  
My Commission Expires: 11-26-03

*Drafted by:*

Mark J. Abdo  
Attorney at Law  
42550 Garfield Road, Suite 104A  
Clinton Township, Michigan 48038  
*When recorded, return to drafter*

EXHIBIT A TO  
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE NORTHLVILLE RIDGE MASTER COMMUNITY

NORTHLVILLE RIDGE MASTER COMMUNITY:

The following Condominium Projects will be recorded simultaneously with this Declaration to form the Northville Ridge Master Community:

*The Coves at Northville Ridge:*

A PARCEL OF LAND LYING IN PART OF THE N.E. 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHLVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT BEING DISTANT S. 89°14'21" W. 60.00 FEET ALONG THE EAST AND WEST 1/4 LINE OF SECTION 18 AND N. 00°05'22" E. 199.33 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF RIDGE ROAD (60 FEET WIDE, 1/2 WIDTH) TO THE POINT OF BEGINNING; THENCE N. 89°54'38" W. 177.65 FEET; THENCE 170.40 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1214.99 FEET, CENTRAL ANGLE 08°02'08" AND A CHORD THAT BEARS N. 85°53'34" W. 170.26 FEET; THENCE N. 81°52'30" W. 182.29 FEET; THENCE 552.65 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1065.00 FEET, CENTRAL ANGLE 29°43'55" AND A CHORD THAT BEARS N. 67°00'33" W. 546.47 FEET; THENCE N. 52°08'35" W. 123.89 FEET; THENCE 152.75 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 1035.00 FEET, CENTRAL ANGLE 08°27'21" AND A CHORD THAT BEARS N. 56°22'16" W. 152.61 FEET; THENCE N. 60°35'56" W. 109.52 FEET; THENCE 162.79 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 75.00, CENTRAL ANGLE 124°21'49" AND A CHORD THAT BEARS N. 60°35'56" W. 132.66 FEET; THENCE N. 60°35'56" W. 136.57 FEET; THENCE N. 24°58'48" E. 93.10 FEET; THENCE N. 31°51'24" E. 81.60 FEET; THENCE N. 75°52'06" E. 90.52 FEET; THENCE N. 61°49'56" E. 90.43 FEET; THENCE N. 51°21'16" E. 73.44 FEET; THENCE N. 53°19'13" E. 145.60 FEET; THENCE S. 73°18'47" E. 41.66 FEET; THENCE S. 82°38'17" E. 91.81 FEET; THENCE N. 84°19'45" E. 36.00 FEET; THENCE N. 87°18'46" E. 359.30 FEET; THENCE S. 08°14'59" E. 3.65 FEET; THENCE S. 32°56'41" E. 64.23 FEET; THENCE N. 64°43'12" E. 136.75 FEET; THENCE 46.12 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 60.00 FEET, CENTRAL ANGLE 44°02'43" AND A CHORD THAT BEARS S. 83°33'09" E. 45.00 FEET; THENCE S. 15°34'31" E. 135.61 FEET; THENCE N. 54°18'38" E. 156.77 FEET; THENCE S. 00°05'22" W. 151.83 FEET; THENCE S. 89°21'55" E. 270.00 FEET TO SAID WEST LINE OF RIDGE ROAD; THENCE S. 00°05'22" W. 748.01 FEET TO THE POINT OF BEGINNING CONTAINING 24.15 ACRES MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AND THE RIGHTS OF INGRESS AND EGRESS OVER CARRIAGE WAY TO SIX MILE AND RIDGE ROADS.

## EXHIBIT A CONTINUED

*The Meadows at Northville Ridge:*

A PARCEL OF LAND LYING IN PART OF THE N.E. 1/4 and N.W. 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 18; THENCE S. 89°14'21" W. 60.00 FEET ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 18; THENCE N. 00°05'22" E. 99.33 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF RIDGE ROAD (60 FEET WIDE, 1/2 WIDTH) THENCE N. 89°54'38" W., 177.65 FEET; THENCE 175.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 500.00 FEET, CENTRAL ANGLE 20°04'33" AND A CHORD THAT BEARS N. 79°52'22" W., 174.30 FEET; THENCE 105.07 ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 500.00 FEET, CENTRAL ANGLE 12°02'25" AND A CHORD THAT BEARS N. 75°51'18" W., 104.88 FEET; THENCE N. 81°52'30" W., 87.61 FEET; THENCE 588.98 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1,135.00 FEET, CENTRAL ANGLE 29°43'56", AND A CHORD THAT BEARS N. 67°00'33" W., 582.39 FEET; THENCE N. 52°08'35" W., 123.89 FEET; THENCE 142.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 965.00 FEET, CENTRAL ANGLE 08°27'22", AND A CHORD THAT BEARS N. 56°22'15" W., 142.29 FEET; THENCE N. 60°35'56" W., 109.52 FEET; THENCE 123.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 75.00 FEET, CENTRAL ANGLE 94°12'59" AND A CHORD THAT BEARS N. 75°40'22" W., 109.90 FEET; THENCE S. 37°51'26" W., 460.02 FEET; THENCE N. 80°59'09" W., 222.05 FEET; THENCE N. 45°15'59" W., 234.26 FEET; THENCE S. 85°55'40" W., 240.21 FEET; THENCE N. 51°59'25" W., 229.92 FEET; THENCE N. 37°40'19" W., 180.28 FEET; THENCE S. 86°38'28" W., 277.28 FEET; THENCE 56.09 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 200.00 FEET, CENTRAL ANGLE OF 16°04'02" AND A CHORD THAT BEARS N. 17°45'01" E., 55.90 FEET; THENCE N. 64°12'58" W., 60.00 FEET; THENCE N. 89°56'52" W., 260.31 FEET; THENCE N. 00°03'08" E., 1,128.67 FEET; THENCE S. 89°19'20" E., 150.00 FEET; THENCE N. 00°03'08" E., 580.83 FEET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SIX MILE ROAD (60 FEET WIDE, 1/2 WIDTH) THE FOLLOWING TWO (2) COURSES S. 89°19'20" E., 531.42 FEET AND S. 89°21'55" E., 907.81 FEET; THENCE S. 00°38'05" W. 310.00 FEET; THENCE S. 45°07'43" E. 243.65 FEET; THENCE S. 89°21'55" E. 1238.17 FEET; THENCE S. 00°05'22" W. 892.17 FEET; THENCE THE FOLLOWING TWENTY FIVE (25) COURSES ALONG "THE COVES AT NORTHVILLE RIDGE CONDOMINIUM" W.C.C. PLAN NO. 671 S. 54°18'38" W. 156.77 FEET, N. 15°34'31" W. 135.61 FEET, 46.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 60.00 FEET, CENTRAL ANGLE

## EXHIBIT A CONTINUED

44°02'43" AND A CHORD THAT BEARS N. 83°33'10" W. 45.00 FEET, S. 64°43'12" W. 136.76 FEET, N. 32°56'41" W. 64.23 FEET, N. 08°14'59" W. 3.65 FEET, S. 87°18'46" W. 359.30 FEET, S. 84°19'45" W. 36.00 FEET, N. 82°38'17" W. 91.81 FEET, N. 73°18'47" W. 41.66 FEET, S. 53°19'13" W. 145.60 FEET, S. 51°21'16" W. 73.44 FEET, S. 61°49'56" W. 90.43 FEET, S. 75°52'06" W. 90.52 FEET, S. 31°51'24" W. 81.60 FEET, S. 24°58'48" W. 93.10 FEET, S. 60°35'56" E. 136.57 FEET, 162.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 75.00 FEET, CENTRAL ANGLE 124°21'49" AND A CHORD THAT BEARS S. 60°35'56" E. 132.66 FEET, S. 60°35'56" E. 109.52 FEET, 152.75 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1035.00 FEET, CENTRAL ANGLE 08°27'22" AND A CHORD THAT BEARS S. 56°22'15" E. 152.61 FEET, S. 52°08'35" E. 123.89 FEET, 552.65 FEET ALONG THE ARC OF CURVE TO THE LEFT, RADIUS 1065.00 FEET, CENTRAL ANGLE 29°43'56" AND A CHORD THAT BEARS S. 67°00'33" E. 546.47 FEET, S. 81°52'30" E. 182.29 FEET, 170.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 1214.99 FEET, CENTRAL ANGLE 08°02'08" AND A CHORD THAT BEARS S. 85°53'34" E. 170.26 FEET, S. 89°54'38" E. 177.65 FEET; THENCE ALONG SAID WEST LINE OF RIDGE ROAD S. 00°05'22" W. 100.00 FEET TO THE POINT OF BEGINNING CONTAINING 103.86 ACRES MORE OR LESS.

*The Terraces at Northville Ridge:*

A PARCEL OF LAND LYING IN PART OF THE EAST 1/2 OF SECTION 18, T. 1 S., R. 8 E., NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT BEING DISTANT S. 89°14'21" W. 60.00 FEET ALONG THE EAST AND WEST 1/4 LINE OF SECTION 18 AND N. 00°05'22" E. 99.33 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF RIDGE ROAD (60 FEET WIDE, 1/2 WIDTH) AND N. 89°54'38" W. 177.65 FEET AND 50.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 500.00 FEET, CENTRAL ANGLE 05°45'03" AND A CHORD THAT BEARS N. 87°02'06" W. 50.19 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 18; THENCE FROM SAID POINT OF BEGINNING 10.03 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 25.00 FEET, CENTRAL ANGLE 22°58'48" AND A CHORD THAT BEARS S. 16°01'45" W. 9.96 FEET; THENCE 379.59 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 770.00 FEET, CENTRAL ANGLE 28°14'44" AND A CHORD THAT BEARS S. 18°25'52" W. 375.76 FEET; THENCE N. 58°38'55" W. 23.00 FEET; THENCE 45.04 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 25.00 FEET, CENTRAL ANGLE 103°13'21" AND A CHORD THAT BEARS N. 20°15'51" W. 39.19 FEET; THENCE 39.11 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 218.50 FEET, CENTRAL ANGLE 10°15'15" AND A CHORD THAT BEARS N. 77°00'24" W.

## EXHIBIT A CONTINUED

39.05 FEET; THENCE N. 82°08'02" W. 94.14 FEET; THENCE S. 25°45'37" W. 245.12 FEET; THENCE S. 60°26'20" W. 181.53 FEET; THENCE N. 54°38'00" W. 242.29 FEET; THENCE S. 75°54'04" W. 120.81 FEET; THENCE 121.20 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 333.78 FEET, CENTRAL ANGLE 20°48'21" AND A CHORD THAT BEARS N. 03°41'45" W. 120.54 FEET; THENCE N. 06°42'26" E. 180.50 FEET; THENCE 51.04 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 241.50 FEET, CENTRAL ANGLE 12°06'34" AND A CHORD THAT BEARS N. 12°45'43" E. 50.95 FEET; THENCE 35.47 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 24.50 FEET, CENTRAL ANGLE 82°57'40" AND A CHORD THAT BEARS N. 22°39'50" W. 32.46 FEET; THENCE N. 64°08'40" W. 43.23 FEET; THENCE 107.30 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 511.50 FEET, CENTRAL ANGLE 12°01'08" AND A CHORD THAT BEARS N. 58°08'06" W. 107.10 FEET; THENCE N. 52°07'32" W. 571.76 FEET; THENCE N. 37°51'26" E. 277.24 FEET; THENCE 123.33 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 75.00 FEET, CENTRAL ANGLE 94°12'59" AND A CHORD THAT BEARS S. 75°40'22" E. 109.90 FEET; THENCE S. 60°35'56" E. 109.52 FEET; THENCE 142.42 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 965.00 FEET, CENTRAL ANGLE 08°27'21" AND A CHORD THAT BEARS S. 56°22'16" E. 142.29 FEET; THENCE S. 52°08'35" E. 123.89 FEET; THENCE 588.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 1,135.00 FEET, CENTRAL ANGLE 29°43'55" AND A CHORD THAT BEARS S. 67°00'32" E. 582.39 FEET; THENCE S. 81°52'30" E. 87.61 FEET; THENCE 105.07 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 500.00 FEET, CENTRAL ANGLE 12°02'25" AND A CHORD THAT BEARS S. 75°51'18" E. 104.88 FEET; THENCE 125.01 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 500.00 FEET, CENTRAL ANGLE 14°19'29" AND A CHORD THAT BEARS S. 76°59'50" E. 124.68 FEET TO THE POINT OF BEGINNING CONTAINING 15.26 ACRES MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AND THE RIGHTS OF INGRESS AND EGRESS OVER CARRIAGE WAY TO SIX MILE AND RIDGE ROADS.

*The Reserve at Northville Ridge:*

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4, N.W. 1/4, S.E. 1/4, S.W. 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHLVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT DISTANT N. 00°02'15" W. 1298.36 FEET ALONG THE NORTH AND SOUTH 1/4 LINE OF SECTION 18 FROM THE SOUTH 1/4 CORNER OF SAID SECTION 18; THENCE FROM SAID POINT OF BEGINNING S. 89°09'55" W. 687.91 FEET; THENCE N. 00°04'04" E. 1291.56 FEET; THENCE N. 00°03'08" E. 837.22 FEET; THENCE THE

**EXHIBIT A CONTINUED**

FOLLOWING TEN (10) COURSES ALONG THE SOUTHERLY LINE OF SAID "THE MEADOWS AT NORTHLVILLE RIDGE CONDOMINIUM" WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 670 S. 89°56'52" E. 260.31 FEET, S. 64°12'58" E. 60.00 FEET, 56.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 200.00 FEET, CENTRAL ANGLE 16°04'02", AND A CHORD THAT BEARS S. 17°45'01" W. 55.90 FEET, N. 86°38'28" E. 277.28 FEET, AND S. 37°40'19" E. 180.28 FEET, S. 51°59'25" E. 229.92 FEET, N. 85°55'40" E. 240.21 FEET, S. 45°15'59" E. 234.26 FEET, S. 80°59'09" E. 222.05 FEET, AND N. 37°51'26" E. 10.76 FEET; THENCE THE FOLLOWING FIVE (5) COURSES ALONG "THE TERRACES AT NORTHLVILLE RIDGE CONDOMINIUM" WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 672 S. 52°08'34" E. 631.07 FEET, S. 02°47'27" W. 232.27 FEET, S. 11°36'15" E. 234.31 FEET S. 47°11'15" E. 334.21 FEET, AND S. 83°45'28" E. 239.36 FEET; THENCE S. 77°30'18" W. 184.40 FEET; THENCE S. 80°15'06" W. 396.54 FEET; THENCE S. 78°18'38" W. 81.69 FEET; THENCE S. 00°50'03" E. 354.29 FEET; THENCE S. 89°09'55" W. 1183.44 FEET; TO THE POINT OF BEGINNING, CONTAINING 81.31 ACRES MORE OR LESS; BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT B TO  
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE NORTHLAKE RIDGE MASTER COMMUNITY

**LEGAL DESCRIPTION: COMMUNITY AREA NO. 1**

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4 OF SECTION 18,  
T. 1. S., R. 8 E., NORTHLAKE TOWNSHIP, WAYNE COUNTY, MICHIGAN  
MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT DISTANT S. 00°05'22" W. 60.00 FEET ALONG THE  
EAST LINE OF SECTION 18, SAID LINE ALSO BEING THE CENTERLINE  
OF RIDGE ROAD (60 FEET WIDE, 1/2 WIDTH) AND N. 89°21'55" W. 1738.17  
FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SIX MILE ROAD (60  
FEET WIDE, 1/2 WIDTH) FROM THE N.E. CORNER OF SECTION 18,  
THENCE FROM SAID POINT OF BEGINNING S. 00°38'05" W. 310.00 FEET;  
THENCE N. 45°07'43" W. 225.61 FEET; THENCE N. 55°21'38" W. 93.16 FEET;  
THENCE N. 70°15'33" W. 126.56 FEET; THENCE 16.30 FEET ALONG THE  
ARC OF A CURVE TO THE LEFT, RADIUS 512.97 FEET, CENTRAL ANGLE  
01°49'14" AND A CHORD THAT BEARS N. 01°32'01" E. 16.30 FEET; THENCE  
N. 00°38'05" E. 42.79 FEET; THENCE ALONG SAID SOUTH LINE OF SIX  
MILE ROAD S. 89°21'55" E. 358.21 FEET TO THE POINT OF BEGINNING  
CONTAINING 1.30 ACRES MORE OR LESS.

**LEGAL DESCRIPTION: COMMUNITY AREA NO. 2**

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4 OF SECTION 18,  
T. 1 S., R. 8 E., NORTHLAKE TOWNSHIP, WAYNE COUNTY MICHIGAN  
MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT DISTANT S. 00°05'22" W. 540.01 FEET ALONG  
THE EAST LINE OF SECTION 18, SAID LINE ALSO BEING THE  
CENTERLINE OF RIDGE ROAD (60 FEET WIDE, 1/2 WIDTH) AND N.  
89°21'55" W. 1075.25 FROM THE N.E. CORNER OF SECTION 18; THENCE  
FROM SAID POINT OF BEGINNING S. 04°25'01" W. 150.32 FEET; THENCE  
N. 85°34'59" W. 34.16 FEET; THENCE N. 04°25'01" E. 148.07 FEET; THENCE  
S. 89°21'55" E. 34.24 FEET TO THE POINT OF BEGINNING CONTAINING  
0.12 ACRES MORE OR LESS.

**LEGAL DESCRIPTION: COMMUNITY AREA NO. 3**

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4 OF SECTION 18,  
T. 1. S., R. 8 E., NORTHLAKE TOWNSHIP, WAYNE COUNTY, MICHIGAN  
MORE PARTICULARLY DESCRIBED AS:

## EXHIBIT B CONTINUED

BEGINNING AT A POINT DISTANT S. 00°05'22" W. 540.01 FEET ALONG THE EAST LINE OF SECTION 18, SAID LINE ALSO BEING THE CENTERLINE OF RIDGE ROAD (60 FEET WIDE, 1/2 WIDTH) AND N. 89°21'55" W. 1173.58 FEET AND S. 04°25'01" W. 203.44 FEET AND S. 85°34'59" E. 31.09 FEET FROM THE N.E. CORNER OF SECTION 18; THENCE FROM SAID POINT OF BEGINNING S. 85°34'59" E. 97.93 FEET; THENCE 12.14 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 530.00 FEET, CENTRAL ANGLE 01°18'45" AND A CHORD THAT BEARS S. 86°14'21" E. 12.04 FEET; THENCE S. 03°06'16" W. 160.54 FEET; THENCE S. 16°56'04" E. 134.56 FEET; THENCE S. 60°31'56" E. 132.45 FEET; THENCE S. 87°18'46" W. 151.25 FEET; THENCE S. 02°41'14" E. 120.00 FEET; THENCE S. 87°18'46" W. 23.53 FEET; THENCE 7.92 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 220.00 FEET, CENTRAL ANGLE 02°03'46" AND A CHORD THAT BEARS S. 88°20'40" W. 7.92 FEET; THENCE N. 00°19'10" E. 193.29 FEET; THENCE N. 12°43'03" W. 90.91 FEET; THENCE N. 25°56'22" W. 149.71 FEET; THENCE N. 04°25'01" E. 74.45 FEET TO THE POINT OF BEGINNING CONTAINING 0.81 ACRES MORE OR LESS.

9  
LEGAL DESCRIPTION: COMMUNITY AREA NO. 4

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHLVILLE TOWNSHIP, WAYNE COUNTY MICHIGAN MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT DISTANT S. 00°05'22" W. 540.01 FEET ALONG THE EAST LINE OF SECTION 18, SAID LINE ALSO BEING THE CENTERLINE OF RIDGE ROAD (60 FEET WIDE, 1/2 WIDTH) AND N. 89°21'55" W. 1465.68 FEET AND S. 01°28'50" E. 146.91 FEET AND S. 11°08'01" W. 61.48 FEET AND S. 08°46'56" W. 94.17 FEET AND S. 13°23'26" E. 57.99 FEET AND S. 30°31'35" E. 131.39 FEET AND S. 19°36'28" E. 74.27 FEET FROM THE N.E. CORNER OF SECTION 18; THENCE FROM SAID POINT OF BEGINNING N. 75°33'59" E. 125.06 FEET; THENCE 176.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 220.00 FEET, CENTRAL ANGLE 45°50'12" AND A CHORD THAT BEARS S. 08°28'59" W. 171.34 FEET; THENCE N. 35°46'10" W. 157.61 FEET; THENCE N. 19°36'28" W. 11.05 FEET TO THE POINT OF BEGINNING CONTAINING 0.28 ACRES MORE OR LESS.

## LEGAL DESCRIPTION: COMMUNITY AREA NO. 5

9  
A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHLVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS:

## EXHIBIT B CONTINUED

BEGINNING AT A POINT DISTANT S. 00°05'22" W. 60.00 FEET ALONG THE EAST LINE OF SECTION 18, SAID LINE ALSO BEING THE CENTERLINE OF RIDGE ROAD (60 FEET WIDE, 1/2 WIDTH) AND N. 89°21'55" W. 1738.17 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SIX MILE ROAD (60 FEET WIDE, 1/2 WIDTH) AND S. 00°38'05" W. 310.00 FEET FROM THE N.E. CORNER OF SECTION 18; THENCE FROM SAID POINT OF BEGINNING S. 45°07'43" W. 22.52 FEET; THENCE S. 44°52'17" W. 120.00 FEET; THENCE N. 45°07'43" W. 30.00 FEET; THENCE N. 44°52'17" E. 120.00 FEET; THENCE S. 45°07'43" E. 7.48 FEET TO THE POINT OF BEGINNING CONTAINING 0.083 ACRES MORE OR LESS.

## LEGAL DESCRIPTION: COMMUNITY AREA NO. 6

A PARCEL OF LAND LYING IN THE N.E. 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHLVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE N.E. CORNER OF SAID SECTION 18; THENCE N. 89°21'55" W. 2095.80 FEET ALONG THE NORTH LINE OF SAID SECTION 18, SAID LINE ALSO BEING THE CENTERLINE OF SIX MILE ROAD (60 FEET WIDE, 1/2 WIDTH); THENCE S. 00°38'05" W. 60.00 FEET TO THE POINT OF BEGINNING BEING THE INTERSECTION OF THE SOUTH LINE OF SIX MILE ROAD AND THE EAST LINE OF CARRIAGE WAY; THENCE S. 00°38'05" W. 42.79 FEET; THENCE 100.32 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 512.97 FEET, CENTRAL ANGLE 11°12'15", CHORD LENGTH 100.15 FEET AND A CHORD BEARING OF S. 06°14'13" W.; THENCE S. 11°50'20" W. 477.39 FEET; THENCE 1220.03 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 965.00 FEET, CENTRAL ANGLE 72°26'16", A CHORD LENGTH 1140.39 FEET AND A CHORD BEARING OF S. 24°22'48" E.; THENCE S. 60°35'56" E. 234.60 FEET; THENCE 162.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 75.00 FEET, CENTRAL ANGLE 124°21'49", CHORD LENGTH 132.06 FEET AND A CHORD BEARING OF S. 60°35'56" E. THENCE S. 60°35'56" E. 109.52 FEET; THENCE 152.75 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 1035.00 FEET, CENTRAL ANGLE 08°27'21", A CHORD LENGTH OF 152.61 AND A CHORD BEARING OF S. 56°22'16" E.; THENCE S. 52°08'35" E. 123.89 FEET; THENCE 552.65 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 1065.00, CENTRAL ANGLE 29°43'55", CHORD LENGTH OF 546.47 FEET AND A CHORD BEARING OF S. 67°00'32" E.; THENCE S. 81°52'30" E. 182.29 FEET; THENCE 170.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 1214.99 FEET, CENTRAL ANGLE 08°02'08", CHORD LENGTH OF 170.26 FEET AND A CHORD BEARING OF S. 85°53'34" E.; THENCE

## EXHIBIT B CONTINUED

S.  $89^{\circ}54'38''$  E. 177.65 FEET TO THE WEST LINE OF RIDGE ROAD (60 FEET WIDE, 1/2 WIDTH); THENCE ALONG SAID WEST LINE OF RIDGE ROAD S.  $00^{\circ}05'22''$  W. 100.00 FEET; THENCE N.  $89^{\circ}54'38''$  W. 177.65 FEET; THENCE 175.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 500.00 FEET, CENTRAL ANGLE  $20^{\circ}04'33''$ , CHORD LENGTH OF 174.30 FEET AND A CHORD BEARING OF N.  $79^{\circ}52'21''$  W.; THENCE 105.07 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, RADIUS 500.00 FEET, CENTRAL ANGLE  $12^{\circ}02'25''$ , A CHORD OF 104.88 FEET AND A CHORD BEARING N.  $75^{\circ}51'17''$  W.; THENCE N.  $81^{\circ}52'30''$  W. 87.61 FEET; THENCE 588.98 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1135.00 FEET, CENTRAL ANGLE  $29^{\circ}43'55''$ , CHORD LENGTH OF 582.39 FEET AND A CHORD BEARING OF N.  $67^{\circ}00'32''$  W.; THENCE N.  $52^{\circ}08'35''$  W. 123.89 FEET; THENCE 142.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 965.00 FEET, CENTRAL ANGLE  $08^{\circ}27'21''$ , CHORD LENGTH 142.29 FEET AND A CHORD BEARING OF N.  $56^{\circ}22'16''$  W.; THENCE N.  $60^{\circ}35'56''$  W. 109.52 FEET; THENCE 162.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CENTRAL ANGLE  $124^{\circ}21'49''$ , CHORD LENGTH 132.66 FEET AND A CHORD BEARING OF N.  $60^{\circ}35'56''$  W.; THENCE N.  $60^{\circ}35'56''$  W. 234.60 FEET; THENCE 262.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1035.00 FEET, CENTRAL ANGLE  $14^{\circ}31'30''$ , CHORD LENGTH OF 261.68 FEET AND A CHORD BEARING OF N.  $53^{\circ}20'11''$  W.; THENCE 73.38 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, RADIUS 500.00 FEET, CENTRAL ANGLE  $08^{\circ}24'30''$ , CHORD LENGTH 73.31 FEET AND A CHORD BEARING OF N.  $50^{\circ}16'41''$  W.; THENCE 230.83 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, CENTRAL ANGLE  $26^{\circ}27'06''$ , A CHORD LENGTH OF 228.79 FEET AND A CHORD BEARING OF N.  $41^{\circ}15'23''$  W.; THENCE N.  $28^{\circ}01'51''$  W. 60.00 FEET TO POINT "A"; THENCE 230.83 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 500.00 FEET, CENTRAL ANGLE  $26^{\circ}27'06''$ , CHORD LENGTH 228.79 FEET AND A CHORD BEARING OF N.  $14^{\circ}48'17''$  W.; THENCE 73.38 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, RADIUS 500.00 FEET, CENTRAL ANGLE OF  $08^{\circ}24'31''$ , CHORD LENGTH OF 73.31 FEET AND A CHORD BEARING OF N.  $05^{\circ}46'59''$  W.; THENCE 394.78 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, RADIUS 1035.00 FEET, CENTRAL ANGLE  $21^{\circ}49'35''$ , CHORD LENGTH 391.90 FEET AND A CHORD BEARING OF N.  $00^{\circ}55'33''$  E.; THENCE N.  $11^{\circ}50'20''$  E. 171.54 FEET; THENCE 388.56 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 1987.00 FEET, CENTRAL ANGLE  $11^{\circ}12'15''$ , A CHORD LENGTH OF 387.94 FEET AND A CHORD BEARING OF N.  $06^{\circ}14'13''$  E.; THENCE N.  $00^{\circ}38'05''$  E. 42.79 FEET; THENCE ALONG SAID SOUTH LINE OF SIX MILE ROAD S.  $89^{\circ}21'55''$  E. 100.00 FEET TO THE POINT OF BEGINNING CONTAINING 6.83 ACRES.

## EXHIBIT B CONTINUED

ALSO INCLUDING OVERLOOK DRIVE AND SOUTH GLACIER DESCRIBED AS:

LAND LYING IN THE N.E. 1/4 AND N.W. 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT SAID POINT "A" IN THE ABOVE DESCRIPTION AND PROCEEDING S. 28°01'51" E. 60.00 FEET; THENCE S. 61°58'09" W. 120.00 FEET; THENCE 84.65 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 260.00 FEET, CENTRAL ANGLE 18°39'12", AND A CHORD THAT BEARS S. 71°17'45" W. 84.27 FEET; THENCE S. 80°37'21" W. 371.02 FEET; THENCE 154.06 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 300.00 FEET CENTRAL ANGLE 29°25'20", AND A CHORD THAT BEARS N. 84°39'59" W. 152.37 FEET; THENCE S. 25°47'02" W. 286.33 FEET; THENCE 320.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 200.00 FEET, CENTRAL ANGLE 91°44'19", AND A CHORD THAT BEARS S. 20°05'07" E. 287.10 FEET; THENCE S. 65°57'17" E. 104.28 FEET; THENCE 149.98 FEET ALONG THE ARC OF A CURVE To the RIGHT, RADIUS 480.00 FEET, CENTRAL ANGLE 17°54'10", AND A CHORD THAT BEARS S. 57°00'12" E. 149.37 FEET; THENCE S. 48°03'07" E. 127.47 FEET; THENCE 110.36 FEET ALONG THE ARC OF A CURVE To the LEFT, RADIUS 260.00 FEET, CENTRAL ANGLE 24°19'11", AND A CHORD THAT BEARS S. 60°12'42" E. 109.53 FEET; THENCE S. 72°22'18" E. 329.84 FEET; THENCE 371.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 305.00 FEET, CENTRAL ANGLE 69°46'16", AND A CHORD THAT BEARS N. 72°44'34" E. 348.88 FEET; THENCE N. 37°51'26" E. 492.45 FEET; THENCE 61.73 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 75.00 FEET, CENTRAL ANGLE 47°09'23", AND A CHORD THAT BEARS S. 52°08'34" E. 60.00 FEET; THENCE S. 37°51'26" W. 492.45 FEET; THENCE 444.47 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 365.00 FEET, CENTRAL ANGLE 69°46'16", AND A CHORD THAT BEARS S. 72°44'34" W. 417.52 FEET; THENCE N. 72°22'18" W. 329.84 FEET; THENCE 135.83 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 320.00 FEET, CENTRAL ANGLE 24°19'11", AND A CHORD THAT BEARS N. 60°12'42" W. 134.81 FEET; THENCE N. 48°03'07" W. 127.47 FEET; THENCE 131.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 420.00 FEET, CENTRAL ANGLE 17°54'10", AND A CHORD THAT BEARS N. 57°00'12" W. 130.70 FEET; THENCE N. 65°57'17" W. 104.28 FEET; THENCE 416.30 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 260.00 FEET, CENTRAL ANGLE 91°44'19", AND A CHORD THAT BEARS N. 20°05'07" W. 373.23 FEET; THENCE N. 25°47'02" E. 346.70 FEET; THENCE 177.36 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 240.00 FEET, CENTRAL ANGLE 42°20'31", AND A CHORD THAT BEARS

## EXHIBIT B CONTINUED

S.  $78^{\circ}12'23''$  E. 173.35 FEET; THENCE N.  $80^{\circ}37'21''$  E. 371.02 FEET; THENCE 65.11 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 200.00 FEET, CENTRAL ANGLE  $18^{\circ}39'12''$ , AND A CHORD THAT BEARS N.  $71^{\circ}17'45''$  E. 64.83 FEET; THENCE N.  $61^{\circ}58'09''$  E. 120.00 FEET TO POINT "A", CONTAINING 4.32 ACRES.

## LEGAL DESCRIPTION: COMMUNITY AREA NO. 7

PART OF THE N. 1/2 OF SECTION 18 T. 1 S., R. 8 E., NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT, SAID POINT BEING DISTANT S.  $00^{\circ}02'25''$  E. 1650.31 FEET ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 18 FROM THE N. 1/4 CORNER OF SAID SECTION 18; THENCE FROM SAID POINT OF BEGINNING N.  $80^{\circ}37'21''$  E. 341.12 FEET; THENCE N.  $52^{\circ}33'27''$  E. 68.18 FEET; THENCE S.  $80^{\circ}26'14''$  E. 65.00 FEET; THENCE S.  $53^{\circ}29'53''$  E. 182.00 FEET; THENCE N.  $42^{\circ}36'57''$  E. 83.00 FEET; THENCE 11.43 FEET ALONG THE ARC OF A CURVE TO THE RIGHT; RADIUS 500.00 FEET; CENTRAL ANGLE  $01^{\circ}18'37''$  AND A CHORD THAT BEARS S.  $46^{\circ}43'45''$  E. 11.43 FEET; THENCE 262.38 FEET ALONG AN ARC OF CURVE TO THE LEFT; RADIUS 1035.00 FEET; CENTRAL ANGLE  $14^{\circ}31'30''$  AND A CHORD THAT BEARS S.  $53^{\circ}20'11''$  E. 261.68 FEET; THENCE S.  $60^{\circ}35'56''$  E. 234.60 FEET; THENCE 39.46 FEET ALONG AN ARC OF CURVE TO THE LEFT; RADIUS 75.00 FEET; CENTRAL ANGLE  $30^{\circ}08'51''$  AND A CHORD THAT BEARS S.  $13^{\circ}29'27''$  E. 39.01 FEET; THENCE S.  $37^{\circ}51'26''$  W. 460.02 FEET; THENCE N.  $80^{\circ}59'09''$  W. 222.05 FEET; THENCE N.  $45^{\circ}15'59''$  W. 234.26 FEET; THENCE S.  $85^{\circ}55'40''$  W. 240.21 FEET; THENCE N.  $51^{\circ}59'25''$  W. 229.92 FEET; THENCE N.  $37^{\circ}40'19''$  W. 180.28 FEET; THENCE N.  $03^{\circ}28'20''$  E. 89.10 FEET; THENCE N.  $50^{\circ}43'04''$  E. 135.08 FEET TO THE POINT OF BEGINNING AND CONTAINING 12.11 ACRES MORE OR LESS.

## LEGAL DESCRIPTION: COMMUNITY AREA NO. 8

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4 AND N.W. 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHVILLE TOWNSHIP, WAYNE COUNTY MICHIGAN MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE N. 1/4 CORNER OF SECTION 18 AND PROCEEDING ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 18 S.  $00^{\circ}02'17''$  E. 60.00 FEET TO THE POINT OF BEGINNING; THENCE S.  $89^{\circ}21'55''$  E. 449.60 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF SIX MILE ROAD (60 FEET WIDE, 1/2 WIDTH); THENCE S.  $00^{\circ}38'05''$  W. 42.79 FEET; THENCE 132.18 FEET ALONG AN ARC OF A

## EXHIBIT B CONTINUED

CURVE TO THE RIGHT, RADIUS 1987.00 FEET, AN CENTRAL ANGLE OF 03°48'41" WITH A CHORD THAT BEARS S. 02°32'26" W. 132.15 FEET; THENCE N. 80°40'44" W. 30.35 FEET; THENCE N. 00°38'05" E. 127.37 FEET; THENCE N. 89°21'55" W. 70.00 FEET; THENCE S. 85°42'02" W. 140.52 FEET; THENCE N. 89°21'55" W. 236.17 FEET; THENCE S. 65°36'18" W. 95.39 FEET; THENCE S. 49°14'24" W. 54.13 FEET; THENCE N. 52°12'54" W. 85.02 FEET; THENCE N. 71°05'35" W. 97.69 FEET; THENCE S. 89°48'24" W. 66.08 FEET; THENCE S. 69°15'13" W. 64.70 FEET; THENCE S. 52°14'36" W. 108.60 FEET; THENCE N. 00°03'08" E. 141.57 FEET; THENCE S. 89°19'20" E. 531.42 FEET ALONG SAID SOUTH LINE OF SAID SIX MILE ROAD TO THE POINT OF BEGINNING CONTAINING 1.59 ACRES MORE OR LESS.

**LEGAL DESCRIPTION: COMMUNITY AREA NO. 9**

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHLAKE TOWNSHIP, WAYNE COUNTY, MICHIGAN: BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 18; THENCE S. 89°14'21" W. 60.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF RIDGE ROAD (VARIABLE WIDTH) AND N. 00°05'22" E. 199.33 FEET TO THE POINT OF BEGINNING; THENCE N. 89°54'38" W. 109.00 FEET; THENCE N. 02°51'43" E. 103.47 FEET; THENCE N. 20°46'15" E. 31.43 FEET; THENCE N. 09°40'03" E. 126.62 FEET; THENCE N. 09°49'09" W. 113.67 FEET; THENCE N. 32°37'33" W. 139.74 FEET; THENCE N. 58°09'32" W. 141.16 FEET; THENCE N. 87°14'23" W. 145.03 FEET; THENCE S. 69°31'51" W. 109.66 FEET; THENCE S. 24°51'34" W. 33.93 FEET; THENCE N. 87°19'36" W. 93.00 FEET; THENCE N. 33°25'47" W. 80.00 FEET; THENCE N. 11°17'26" W. 31.25 FEET; THENCE N. 29°19'04" W. 127.78 FEET; THENCE N. 45°09'08" W. 100.10 FEET; THENCE N. 63°44'06" W. 136.27 FEET; THENCE N. 80°51'13" W. 130.33 FEET; THENCE S. 82°45'04" W. 133.75 FEET; THENCE S. 64°04'28" W. 132.49 FEET; THENCE S. 48°37'34" W. 97.01 FEET; THENCE S. 37°51'21" W. 204.45 FEET; THENCE N. 60°35'56" W. 69.18 FEET; THENCE N. 24°58'48" E. 93.10 FEET; THENCE N. 31°51'24" E. 81.60 FEET; THENCE N. 75°51'06" E. 90.52 FEET; THENCE N. 61°49'56" E. 90.43 FEET; THENCE N. 51°21'16" E. 73.44 FEET; THENCE N. 53°19'13" E. 145.60 FEET; THENCE S. 73°18'47" E. 41.66 FEET; THENCE S. 82°38'17" E. 145.60 FEET; THENCE S. 73°18'47" E. 41.66 FEET; THENCE S. 82°38'17" E. 91.81 FEET; THENCE N. 00°48'53" E. 122.63 FEET; THENCE 17.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 250.00 FEET, CENTRAL ANGLE 03°55'20" AND A CHORD THAT BEARS N. 89°03'49" E. 17.11 FEET; THENCE N. 87°18'46" E. 11.36 FEET; THENCE S. 02°41'14" E. 120.00 FEET; THENCE N. 87°18'46" E. 359.30 FEET; THENCE S. 08°14'59" E. 3.66 FEET; THENCE S. 32°56'41" E. 64.23 FEET; THENCE N. 64°43'12" E.

## EXHIBIT B CONTINUED

136.76 FEET; THENCE 46.13 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 60.00 FEET, CENTRAL ANGLE 44°02'55" AND A CHORD THAT BEARS S. 83°33'10" E. 45.00 FEET; THENCE S. 15°34'31" E. 135.61 FEET; THENCE N. 54°18'38" E. 156.77 FEET; THENCE S. 00°05'22" W. 151.83 FEET; THENCE S. 89°21'55" E. 270.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF RIDGE ROAD (VARIABLE WIDTH); THENCE ALONG SAID RIGHT-OF-WAY LINE S. 00°95'22" W. 748.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.41 ACRES MORE OR LESS.

## LEGAL DESCRIPTION: COMMUNITY AREA NO. 10

AN EASEMENT FOR A DETENTION POND LYING IN PART OF THE N.E. 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHLAKE TOWNSHIP, WAYNE COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 18; THENCE S. 89°14'21" W. 60.00 FEET ALONG THE EAST AND WEST 1/4 LINE OF SECTION 18 AND N. 00°05'22" E. 199.33 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF RIDGE ROAD (60 FEET WIDE, 1/2 WIDTH) AND N. 89°54'38" W. 177.65 FEET AND 170.40 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1,214.99 FEET, CENTRAL ANGLE 08°02'08" AND A CHORD THAT BEARS N. 85°53'33" W. 170.26 FEET AND N. 81°52'30" W. 182.29 FEET AND 356.99 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1,065.00 FEET, CENTRAL ANGLE 19°12'20" AND A CHORD THAT BEARS N. 72°16'20" W. 355.32 FEET AND N. 27°56'39" E. 124.57 FEET TO THE POINT OF BEGINNING; THENCE S. 87°40'45" W. 16.79 FEET; THENCE N. 58°20'41" W. 80.34 FEET; THENCE N. 47°44'16" W. 29.77 FEET; THENCE N. 52°36'03" W. 82.26 FEET; THENCE N. 61°21'58" W. 30.65 FEET; THENCE N. 52°08'35" W. 78.48 FEET; THENCE N. 52°11'57" W. 35.71 FEET; THENCE N. 57°21'43" W. 79.42 FEET; THENCE N. 48°42'30" W. 39.92 FEET; THENCE N. 10°48'40" W. 16.34 FEET; THENCE N. 21°24'18" E. 12.75 FEET; THENCE N. 45°29'19" E. 18.06 FEET; THENCE N. 67°14'43" E. 75.10 FEET; THENCE N. 74°47'24" E. 23.75 FEET; THENCE S. 76°03'38" E. 100.85 FEET; THENCE S. 40°54'39" E. 71.73 FEET; THENCE S. 28°46'03" E. 27.17 FEET; THENCE S. 23°05'28" E. 80.94 FEET; THENCE S. 34°22'50" E. 52.10 FEET; THENCE S. 43°40'42" E. 82.17 FEET; THENCE S. 56°45'39" E. 19.84 FEET; THENCE S. 31°02'46" E. 12.86 FEET; THENCE DUE SOUTH 12.62 FEET; THENCE S. 24°34'35" W. 19.75 FEET; THENCE S. 48°56'15" W. 14.57 FEET TO THE POINT OF BEGINNING.

## LEGAL DESCRIPTION: COMMUNITY AREA NO. 11

AN EASEMENT FOR A DETENTION POND LYING IN PART OF THE S.E. 1/4

## EXHIBIT B CONTINUED

OF SECTION 18, T. 1 S., R. 8 E., NORTHLVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 18; THENCE S. 89°14'21" W. 60.00 FEET ALONG THE EAST AND WEST 1/4 LINE OF SECTION 18 AND N. 00°05'22" E. 99.33 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF RIDGE ROAD (60 FEET WIDE, 1/2 WIDTH) AND N. 89°54'38" W. 177.65 FEET AND 50.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 500.00 FEET, CENTRAL ANGLE 05°45'03" AND A CHORD THAT BEARS N. 87°02'06" W. 50.19 FEET AND 10.03 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 25.00 FEET, CENTRAL ANGLE 22°58'48" AND A CHORD THAT BEARS S. 16°01'45" W. 9.96 FEET AND 379.59 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 770.00 FEET, CENTRAL ANGLE 28°14'44" AND A CHORD THAT BEARS S. 18°25'52" W. 375.76 FEET AND N. 58°38'55" W. 23.00 FEET AND 45.04 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 25.00 FEET, CENTRAL ANGLE 103°13'21" AND A CHORD THAT BEARS N. 20°15'51" W. 39.19 FEET AND 39.11 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 218.50 FEET, CENTRAL ANGLE 10°15'15" AND A CHORD THAT BEARS N. 77°00'24" W. 39.05 FEET AND N. 82°08'02" W. 94.14 FEET TO THE POINT OF BEGINNING; THENCE S. 25°45'37" W. 245.12 FEET; THENCE S. 60°26'20" W. 181.53 FEET; THENCE N. 54°38'00" W. 242.29 FEET; THENCE DUE NORTH 119.00 FEET; THENCE N. 60°00'00" E. 118.36 FEET; THENCE DUE NORTH 80.65 FEET; THENCE 364.71 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 1,711.50 FEET, CENTRAL ANGLE 12°12'33" AND A CHORD THAT BEARS S. 76°01'43" E. 364.01 FEET; THENCE S. 82°08'02" E. 6.32 FEET TO THE POINT OF ENDING.

## LEGAL DESCRIPTION: COMMUNITY AREA NO. 12

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHLVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 18 AND PROCEEDING S. 89°14'21" W. 60.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF RIDGE ROAD (VARIABLE WIDTH) AND N. 00°52'22" E. 947.34 FEET AND S. 89°21'55" W. 270.00 FEET AND N. 00°05'22" E. 151.83 FEET AND S. 54°18'38" W. 156.77 FEET AND N. 15°34'31" W. 135.61 FEET AND 46.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 60.00 FEET, CENTRAL ANGLE 44°02'43" AND A CHORD THAT BEARS N. 83°33'09" W. 45.00 FEET AND S. 64°43'12" W. 136.76 FEET AND N. 32°56'41" W. 64.23 FEET; THENCE N. 08°14'59" W. 3.65 FEET AND S. 87°18'46" W. 359.30 FEET TO THE POINT OF BEGINNING; THENCE S. 84°19'45" W. 36.00 FEET; THENCE N. 00°48'53" E.

## EXHIBIT B CONTINUED

122.63 FEET; THENCE 17.11 FEET ALONG THE ARC OF CURVE TO THE LEFT, RADIUS 280.00 FEET, CENTRAL ANGLE 03°30'07" AND A CHORD THAT BEARS N. 89°03'49" E. 17.11 FEET; THENCE N. 87°18'46" E. 11.36 FEET; THENCE S. 02°41'14" E. 120.00 FEET TO THE POINT OF BEGINNING CONTAINING 3,896.539 SQUARE FEET MORE OR LESS.

## LEGAL DESCRIPTION: COMMUNITY AREA NO. 13

AN 8 FOOT WIDE STRIP OF LAND LOCATED IN SECTION 18 T. 1 S., R. 8 E., NORTHLVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN, SAID STRIP OF LAND BEING FOUR FEET EITHER SIDE OF THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 18, THENCE ALONG THE EAST LINE OF SAID SECTION 18, N. 00°05'23" W. 1061.21 FEET ALONG THE CENTERLINE OF RIDGE ROAD; THENCE N. 89°54'38" W., 1136.39 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE FROM SAID POINT OF BEGINNING ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 27.50 FEET, A LENGTH OF 13.36 FEET, A CENTRAL ANGLE OF 27°50'08", A CHORD BEARING S. 14°32'44" W. AND A CHORD LENGTH OF 13.23 FEET; THENCE S. 00°37'40" W. 115.05 FEET TO THE POINT OF ENDING ON THE EDGE OF CARRIAGE WAY.

## LEGAL DESCRIPTION: COMMUNITY AREA NO. 14

A PARCEL OF LAND LOCATED IN PART OF THE N.W. 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHLVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT DISTANT S. 00°02'25" E. 60.00 FEET ALONG THE NORTH AND SOUTH 1/4 LINE OF SECTION 18 AND N. 89°19'20" W. 531.42 ALONG THE SOUTH RIGHT-OF-WAY LINE OF SIX MILE ROAD (60 FEET WIDE, 1/2 WIDTH) AND S. 00°03'08" W. 352.36 FEET FROM THE N. 1/4 CORNER OF SAID SECTION 18; THENCE FROM SAID POINT OF BEGINNINGS 67°32'14" E. 169.12 FEET; THENCE S. 81°09'51" E. 41.96 FEET; THENCE S. 22°27'46" W. 82.26 FEET; THENCE S. 03°05'28" W. 152.87 FEET; THENCE S. 03°46'17" W. 66.91 FEET; THENCE S. 20°03'08" W. 60.56 FEET; THENCE S. 27°05'44" W. 70.00 FEET; THENCE S. 62°54'16" E. 120.00 FEET; THENCE S. 27°05'44" W. 143.37 FEET; THENCE N. 62°54'16" W. 122.36 FEET; THENCE S. 27°05'44" W. 78.38 FEET; THENCE S. 15°07'05" W. 89.40 FEET;

**EXHIBIT B CONTINUED**

THENCE S. 03°59'13" W. 89.22 FEET; THENCE S. 08°08'22" E. 89.22 FEET; THENCE S. 20°15'57" E. 89.22 FEET; THENCE S. 28°55'33" E. 89.97 FEET; THENCE S. 64°12'58" E. 35.94 FEET; THENCE S. 25°47'02" W. 145.00 FEET; THENCE S. 64°12'58" E. 120.00 FEET; THENCE S. 25°47'02" W. 54.51 FEET; THENCE N. 89°56'52" W. 260.31 FEET; THENCE N. 00°03'08" E. 1128.67 FEET; THENCE S. 89°19'20" E. 150.00 FEET; THENCE N. 00°03'08" E. 228.47 FEET TO THE POINT OF BEGINNING, CONTAINING 6.49 ACRES MORE OR LESS.

**LEGAL DESCRIPTION: COMMUNITY AREA NO. 15**

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHLVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT DISTANT S. 00°02'25" E. 1467.90 FEET ALONG THE NORTH AND SOUTH 1/4 LINE OF SECTION 18 AND N. 80°37'21" E. 246.51 FEET; FROM THE NORTH 1/4 CORNER OF SAID SECTION 18 THENCE FROM SAID POINT BEGINNING N. 09°22'39" W. 120.00 FEET; THENCE N. 41°37'29" W. 171.58 FEET; THENCE 69.74 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 60.00 FEET, CENTRAL ANGLE 66°35'35", AND A CHORD THAT BEARS N. 15°04'43" E. 65.88 FEET; THENCE N. 71°46'56" E. 126.45 FEET; THENCE S. 04°58'12" E. 60.51 FEET; THENCE S. 06°20'09" E. 85.23 FEET; THENCE S. 14°13'07" E. 85.23 FEET; THENCE S. 23°05'43" E. 106.68 FEET; THENCE 65.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 200.00 FEET, CENTRAL ANGLE 18°39'13", AND A CHORD THAT BEARS S. 71°17'45" W. 64.83 FEET; THENCE S. 80°37'21" W. 20.02 FEET TO THE POINT OF BEGINNING, CONTAINING 0.73 ACRES MORE OR LESS.

**LEGAL DESCRIPTION: COMMUNITY AREA NO. 16**

A PARCEL OF LAND LOCATED IN PART OF THE N.W. 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHLVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT DISTANT N. 00°02'25" W. 626.79 FEET ALONG THE NORTH AND SOUTH 1/4 LINE OF SECTION 18 AND N. 37°40'19" W. 180.28 FEET FROM THE CENTER OF SAID SECTION 18; THENCE FROM SAID POINT OF BEGINNING S. 86°38'27" W. 277.28 FEET; THENCE 56.09 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 200.00 FEET, CENTRAL ANGLE 16°04'02", AND A CHORD THAT BEARS N. 17°45'01" E. 55.90 FEET; THENCE N. 25°47'02" E. 54.51 FEET; THENCE S. 64°12'58" E. 120.00 FEET; THENCE N. 25°47'02" E. 145.00 FEET; THENCE S. 67°19'49" E. 35.08 FEET; THENCE N.

**EXHIBIT B CONTINUED**

80°37'21" E. 144.44 FEET; THENCE S. 50°43'04" W. 135.08 FEET; THENCE S. 03°28'20" W. 89.10 FEET TO THE POINT OF BEGINNING, CONTAINING 0.71 ACRES MORE OR LESS.

**LEGAL DESCRIPTION: COMMUNITY AREA NO. 17**

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4 AND N.W. 1/4 OF SECTION 18, T. 1 S., R. 8E., NORTHLVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT DISTANT S. 00°02'25" E. 1967.47 FEET ALONG THE NORTH AND SOUTH 1/4 LINE OF SECTION 18 FROM THE N. 1/4 OF SAID SECTION 18; THENCE FROM SAID POINT OF BEGINNING S. 51°59'25" E. 229.92 FEET; THENCE N. 85°55'40" E. 240.21 FEET; THENCE S. 45°15'59" E. 234.26 FEET; THENCE S. 80°59'09" E. 222.05 FEET; THENCE S. 37°51'26" W. 32.44 FEET; THENCE 232.15 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS OF 305.00 FEET, CENTRAL ANGLE 43°36'40", AND A CHORD THAT BEARS S. 59°39'46" W. 226.59 FEET; THENCE N. 08°31'54" W. 120.00 FEET; THENCE S. 88°28'22" W. 45.12 FEET; THENCE N. 77°29'20" W. 46.47 FEET; THENCE N. 72°22'18" W. 275.00 FEET; THENCE S. 17°37'42" W. 120.00 FEET; THENCE N. 72°22'18" W. 47.50 FEET; THENCE 91.63 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS OF 260.00 FEET, CENTRAL ANGLE 20°11'32", AND A CHORD THAT BEARS N. 62°16'32" W. 91.16 FEET; THENCE N. 37°49'14" E. 119.64 FEET; THENCE N. 47°59'25" W. 166.78 FEET; THENCE N. 53°57'23" W. 65.37 FEET; THENCE N. 60°11'34" W. 65.37 FEET; THENCE N. 65°57'17" W. 114.41 FEET; THENCE N. 60°47'58" W. 43.12 FEET; THENCE N. 33°58'56" W. 37.33 FEET; THENCE S. 69°30'40" W. 120.00 FEET; THENCE 105.44 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS OF 200.00 FEET, CENTRAL ANGLE 30°12'19", AND A CHORD THAT BEARS N. 05°23'10" W. 104.22 FEET; THENCE N. 86°38'28" E. 277.28 FEET; THENCE S. 37°40'19" E. 180.28 FEET TO THE POINT OF BEGINNING, CONTAINING 3.69 ACRES MORE OR LESS.

**LEGAL DESCRIPTION: COMMUNITY AREA NO. 18**

A PARCEL OF LAND LOCATED IN PART OF THE N.W. 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHLVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT DISTANT S. 89°37'55" W. 685.48 FEET ALONG THE EAST AND WEST 1/4 LINE OF SECTION 18 AND N. 00°03'08" E. 29.41 FEET FROM THE CENTER OF SAID SECTION 18; THENCE FROM SAID POINT OF BEGINNING N. 00°03'08" E. 808.13 FEET; THENCE S. 89°56'52" E. 260.31 FEET; THENCE 65.59 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 260.00 FEET, CENTRAL ANGLE 14°27'09" AND A CHORD THAT BEARS S. 18°33'28" W. 65.41 FEET; THENCE N. 78°40'07" W. 121.77 FEET; THENCE S. 05°48'39" W. 73.45 FEET; THENCE S. 05°13'48" E. 73.45 FEET; THENCE S. 16°16'15" E.

**EXHIBIT B CONTINUED**

73.45 FEET; THENCE S.  $27^{\circ}18'42''$  E. 73.45 FEET; THENCE S.  $38^{\circ}21'09''$  E. 73.45 FEET; THENCE S.  $49^{\circ}23'36''$  E. 73.45 FEET; THENCE S.  $60^{\circ}25'13''$  E. 73.46 FEET; THENCE S.  $65^{\circ}57'17''$  E. 106.02 FEET; THENCE S.  $29^{\circ}50'12''$  W. 22.71 FEET; THENCE S.  $23^{\circ}16'26''$  W. 65.08 FEET; THENCE S.  $17^{\circ}50'21''$  W. 65.21 FEET; THENCE S.  $07^{\circ}25'17''$  W. 34.33 FEET; THENCE S.  $63^{\circ}25'56''$  W. 24.75 FEET; THENCE N.  $46^{\circ}05'46''$  W. 112.96 FEET; THENCE N.  $78^{\circ}10'17''$  W. 111.45 FEET; THENCE S.  $05^{\circ}22'21''$  E. 128.43 FEET; THENCE 119.99 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 60.00 FEET, CENTRAL ANGLE  $114^{\circ}34'45''$ , AND A CHORD THAT BEARS S.  $27^{\circ}20'17''$  W. 100.97 FEET; THENCE N.  $89^{\circ}56'52''$  W. 128.04 FEET TO THE POINT OF BEGINNING CONTAINING 4.05 ACRES MORE OR LESS.

**LEGAL DESCRIPTION: COMMUNITY AREA NO. 19**

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4, N.W. 1/4, S.E. 1/4, AND S.W. 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHLVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A POINT DISTANT N.  $00^{\circ}02'25''$  W. 37.84 FEET ALONG THE NORTH AND SOUTH 1/4 LINE OF SECTION 18 FROM THE CENTER OF SAID SECTION 18; THENCE FROM SAID POINT OF BEGINNING N.  $86^{\circ}50'01''$  W. 18.68 FEET; THENCE N.  $03^{\circ}09'59''$  E. 51.81 FEET; THENCE N.  $12^{\circ}04'34''$  E. 47.81 FEET; THENCE S.  $67^{\circ}54'22''$  E. 85.15 FEET; THENCE S.  $72^{\circ}22'18''$  E. 127.07 FEET; THENCE S.  $02^{\circ}14'22''$  E. 45.31 FEET; THENCE S.  $00^{\circ}23'15''$  E. 165.13 FEET; THENCE S.  $00^{\circ}09'15''$  E. 50.87 FEET; THENCE S.  $20^{\circ}48'25''$  W. 40.69 FEET; THENCE S.  $27^{\circ}32'56''$  W. 390.00 FEET; THENCE S.  $09^{\circ}31'13''$  W. 58.02 FEET; THENCE 32.95 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 200.00 FEET; CENTRAL ANGLE  $09^{\circ}26'29''$ , AND A CHORD THAT BEARS N.  $75^{\circ}45'32''$  W. 32.92 FEET; THENCE N.  $18^{\circ}57'42''$  E. 120.00 FEET; THENCE N.  $57^{\circ}54'50''$  W. 36.33 FEET; THENCE N.  $31^{\circ}55'53''$  W. 36.37 FEET; THENCE N.  $00^{\circ}53'32''$  W. 97.59 FEET; THENCE N.  $01^{\circ}37'52''$  E. 40.84 FEET; THENCE N.  $86^{\circ}11'28''$  E. 99.26 FEET; THENCE N.  $53^{\circ}33'09''$  E. 105.40 FEET; THENCE N.  $21^{\circ}17'56''$  E. 100.22 FEET; THENCE N.  $08^{\circ}56'34''$  W. 100.22 FEET; THENCE N.  $40^{\circ}44'30''$  W. 105.65 FEET; THENCE N.  $74^{\circ}43'26''$  W. 79.93 FEET; THENCE N.  $86^{\circ}50'01''$  W. 8.13 FEET TO THE POINT OF BEGINNING, CONTAINING 1.44 ACRES MORE OR LESS.

**LEGAL DESCRIPTION: COMMUNITY AREA NO. 20**

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4, S.E. 1/4, AND S.W. 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHLVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

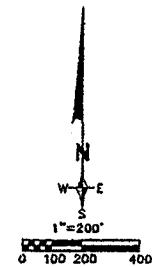
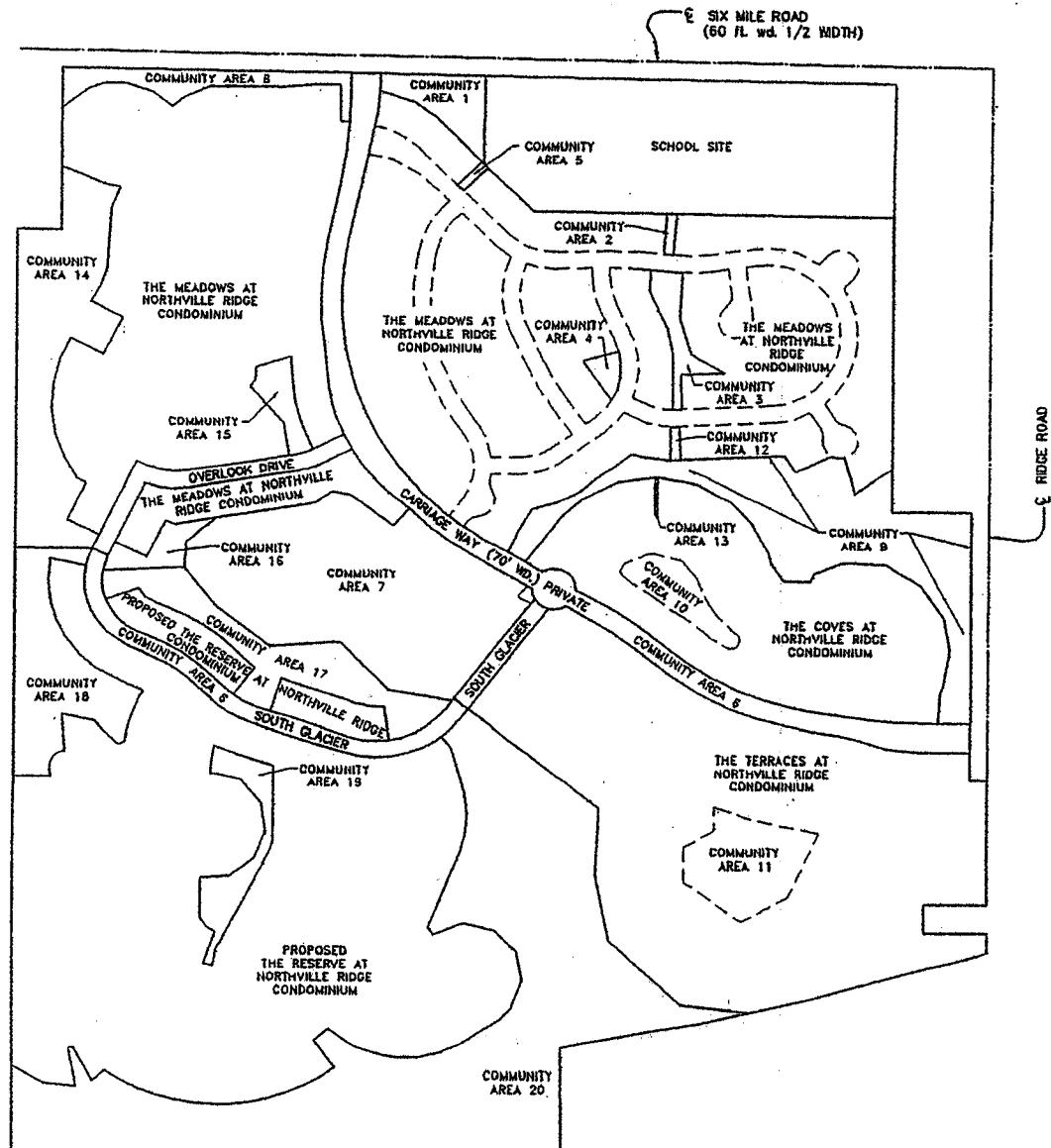
BEGINNING AT A POINT DISTANT N.  $00^{\circ}02'15''$  W. 1298.36 FEET ALONG THE NORTH AND SOUTH 1/4 LINE OF SECTION 18 FROM THE S. 1/4 CORNER OF SAID SECTION 18;

## EXHIBIT B CONTINUED

THENCE S.  $89^{\circ}09'55''$  W. 687.91 FEET; THENCE N.  $00^{\circ}04'04''$  E. 306.44 FEET; THENCE S.  $61^{\circ}27'29''$  E. 121.48 FEET; THENCE S.  $84^{\circ}16'08''$  E. 111.45 FEET; THENCE N.  $11^{\circ}28'12''$  W. 128.43 FEET; THENCE 18.12 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 60.00 FEET, CENTRAL ANGLE  $17^{\circ}18'28''$ , AND A CHORD THAT BEARS N.  $69^{\circ}52'34''$  E. 18.06 FEET; THENCE S.  $28^{\circ}46'40''$  E. 128.43 FEET; THENCE N.  $49^{\circ}34'31''$  E. 56.35 FEET; THENCE S.  $59^{\circ}25'05''$  E. 63.78 FEET; THENCE S.  $64^{\circ}41'15''$  E. 63.78 FEET; THENCE S.  $69^{\circ}57'25''$  E. 63.78 FEET; THENCE S.  $75^{\circ}13'35''$  E. 63.78 FEET; THENCE S.  $80^{\circ}29'45''$  E. 63.78 FEET; THENCE S.  $85^{\circ}45'55''$  E. 63.78 FEET; THENCE N.  $88^{\circ}57'56''$  E. 63.78 FEET; THENCE N.  $83^{\circ}41'46''$  E. 63.78 FEET; THENCE N.  $78^{\circ}25'36''$  E. 63.78 FEET; THENCE N.  $73^{\circ}09'26''$  E. 63.78 FEET; THENCE N.  $67^{\circ}53'16''$  E. 63.78 FEET; THENCE N.  $62^{\circ}37'06''$  E. 63.78 FEET; THENCE N.  $57^{\circ}20'57''$  E. 63.78 FEET; THENCE N.  $35^{\circ}17'08''$  W. 120.73 FEET; THENCE 60.01 FEET ALONG THE ARC OF THE CURVE TO THE LEFT, RADIUS 573.00 FEET, CENTRAL ANGLE  $06^{\circ}00'03''$ , AND A CHORD THAT BEARS N.  $51^{\circ}42'50''$  E. 59.99 FEET; THENCE S.  $56^{\circ}39'56''$  E. 112.70 FEET; THENCE S.  $71^{\circ}45'24''$  E. 73.80 FEET; THENCE S.  $80^{\circ}20'48''$  E. 73.43 FEET; THENCE N.  $88^{\circ}37'00''$  E. 73.43 FEET; THENCE N.  $77^{\circ}34'47''$  E. 73.43 FEET; THENCE N.  $66^{\circ}32'34''$  E. 76.79 FEET; THENCE N.  $58^{\circ}32'24''$  E. 156.70 FEET; THENCE N.  $45^{\circ}33'56''$  E. 55.95 FEET; THENCE N.  $21^{\circ}24'59''$  E. 105.44 FEET; THENCE N.  $11^{\circ}14'04''$  W. 105.44 FEET; THENCE N.  $43^{\circ}53'06''$  W. 105.44 FEET; THENCE N.  $77^{\circ}25'50''$  W. 111.06 FEET; THENCE S.  $68^{\circ}17'03''$  W. 110.05 FEET; THENCE N.  $38^{\circ}46'21''$  W. 31.14 FEET; THENCE N.  $22^{\circ}14'03''$  E. 219.37 FEET; THENCE N.  $23^{\circ}49'47''$  E. 57.53 FEET; THENCE N.  $15^{\circ}35'26''$  E. 70.43 FEET; THENCE N.  $05^{\circ}02'26''$  E. 73.62 FEET; THENCE N.  $05^{\circ}35'11''$  W. 73.64 FEET; THENCE N.  $16^{\circ}50'03''$  W. 172.16 FEET; THENCE N.  $38^{\circ}07'22''$  W. 48.15 FEET; THENCE 89.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 365.00 FEET, CENTRAL ANGLE  $14^{\circ}01'12''$ , AND A CHORD THAT BEARS N.  $44^{\circ}52'02''$  E. 89.09 FEET; THENCE N.  $37^{\circ}51'26''$  E. 43.19 FEET; THENCE S.  $52^{\circ}08'34''$  E. 571.07 FEET; THENCE S.  $02^{\circ}47'27''$  W. 232.27 FEET; THENCE S.  $11^{\circ}36'15''$  E. 234.31 FEET; THENCE S.  $47^{\circ}11'15''$  E. 334.21 FEET; THENCE S.  $83^{\circ}45'28''$  E. 239.36 FEET; THENCE S.  $77^{\circ}30'18''$  W. 184.40 FEET; THENCE S.  $80^{\circ}15'06''$  W. 396.54 FEET; THENCE S.  $78^{\circ}18'38''$  W. 81.69 FEET; THENCE S.  $00^{\circ}50'03''$  E. 354.29 FEET; THENCE S.  $89^{\circ}09'55''$  W. 1183.44 FEET; THENCE TO THE POINT OF BEGINNING, CONTAINING 23.82 ACRES MORE OR LESS.

EXHIBIT C TO  
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE NORTHLAKE RIDGE MASTER COMMUNITY

*Plan depicting Community Areas*



NOTE

THE COMMUNITY AREAS SET FORTH HEREON ARE MORE PARTICULARLY DESCRIBED IN, AND THE BENEFITS AND BURDENS MORE PARTICULARLY SET FORTH IN, A CERTAIN DECLARATION OF EASEMENTS, COVENANTS, FOR THE NORTHLAKE RIDGE MASTER COMMUNITY, RECORDED IN LIBER 36723, PAGE 3, WAYNE COUNTY RECORDS, AS AMENDED.

RICHARD A. HOFSESS  
PROFESSIONAL SURVEYOR NO. 47955  
ZEIMET-WOZNIAK & ASSOCIATES  
28450 FRANKLIN ROAD  
SOUTHFIELD, MICHIGAN 48034

PROPOSED 02-28-03



AUG 05 2003

Li-38596  
203437743 Pa-27.0  
8/05/2003 02:40PM  
Bernard J. Youngblood  
Wayne Co. Register of Deeds

**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE NORTHLVILLE RIDGE SINGLE-FAMILY COMMUNITY**

This Declaration is executed on the 29<sup>TH</sup> day of JULY, 2003, by MJC Northville Ridge LLC ("Ridge LLC"), a Michigan limited liability company, whose address is 46600 Romeo Plank Road, Suite 5, Macomb, Michigan 48044, and Northville Ridge Development Corporation ("Ridge CORPORATION"), whose address is 28470 Thirteen Mile Road, Suite 220, Farmington Hills, Michigan 48334.

**R E C I T A L S:**

A. Ridge LLC is the developer of Units 1 through 155, inclusive, of The Meadows of Northville Ridge Condominium to the Master Deed thereof, recorded in Liber 36742, Page 1, and First Amendment to the Master Deed Recorded in Liber 37366, Page 941, Wayne County Records, and Ridge CORPORATION is the developer of Units 156 through 243 to be included within The Meadows at Northville Ridge Condominium, as is more particularly described on Exhibit A attached hereto and made a part hereof (the "Meadows Parcel").

\$69.00 DEED  
Receipt #207801

RECORDED

BERNARD J. YOUNGBLOOD, REGISTER OF DEEDS  
WAYNE COUNTY, MICHIGAN

B. Ridge CORPORATION is fee simple owner a certain parcel of located in Northville Township, Wayne County, Michigan, to be developed as The Reserve at Northville Ridge Condominium, a proposed condominium project, as is more particularly described on Exhibit A attached hereto and made a part hereof (the "Reserve Parcel").

\$6.00 REKONUMENTATION

C. Ridge LLC and Ridge Corporation intends to provide for the common use and maintenance of certain common amenities used by the Meadows Parcel and the Reserve Parcel (the "Northville Ridge Single-Family Community").

D. The Northville Ridge Single-Family Community is presently intended by Declarant to be developed as one or more condominium projects, platted subdivisions or other forms of real estate development. Certain portions of the Northville Ridge Single-Family Community are presently intended by Declarant to be dedicated to common use for the benefit of all the owners in the Northville Ridge Single-Family Community.

EXAMINED AND APPROVED  
DATE 7-31-2003  
BY D. P. L.  
DANIEL P. LANE  
PLAT ENGINEER

P.D. Me 109 1d 21ms 4/01

E. The Community Areas, as hereinafter defined, will consist in the first instance of those areas more particularly described in Article I, Section 2 hereof.

F. Declarant desires to extend to the owners of all properties within the Northville Ridge Single-Family Community the right to utilize and benefit from the Community Areas and to provide a permanent method for the support and upkeep of the Community Areas.

G. Declarant further desires to make provision for a variety of easements, restrictions and regulations to facilitate the effective development, construction, marketing and operation of the Northville Ridge Single-Family Community.

NOW, THEREFORE, Declarant hereby declares the Northville Ridge Single-Family Community shall be held, sold, conveyed, mortgaged and interests herein transferred subject to the following easements, restrictions, covenants and conditions, which are for the purposes set forth above and for the purposes of protecting the value and desirability of the Northville Ridge Single-Family Community and which shall run with the Northville Ridge Single-Family Community and be binding on all persons having any right, title or interest in the Northville Ridge Single-Family Community or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

**Section 1. Assessment Unit.** "Assessment Unit" shall mean any residential condominium unit, as defined in Act 59 of Michigan Public Acts of 1978, as amended, and any subdivision lot, if any platted subdivision are included in the Northville Ridge Single-Family Community, in either case, developed within and incorporated into the Northville Ridge Single-Family Community under this Declaration or any subsequent amendment hereto by Declarant. Declarant shall have the authority to amend the definition of Assessment Unit to include any other forms of real estate development which may be subsequently included in the Northville Ridge Single-Family Community.

**Section 2. Community Areas.** "Community Areas" shall mean all the real property now or hereafter dedicated and declared by Declarant for the common use and enjoyment of all of the owners of property in the Northville Ridge Single-Family Community, including, without limitation certain amenities, including, but not limited to a pool and clubhouse, as described on Exhibit B and depicted on Exhibit C attached hereto. No area shown or indicated on any plan of any portion of the Northville Ridge Single-Family Community shall be considered as a Community Area unless and until it has been dedicated and declared by Declarant for the common use and enjoyment of the owners in the Northville Ridge Single-Family Community by a recorded instrument executed by Declarant. Declarant may, in its sole discretion, in the future add additional Community Areas to

this Declaration. The size, design, location, and other physical attributes of any Community Areas shall be within the sole discretion and control of the Declarant.

**Section 3. Declarant.** "Declarant" shall mean and refer collectively to MJC Northville Ridge LLC, a Michigan limited liability company, and Northville Ridge Development Corporation, a Michigan corporation and its successors and assigns.

**Section 4. Owner.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title (or in the case of any property which is the subject of a validly existing land contract, the land contract vendee) to any Condominium Unit or Platted Lot, which is within the Northville Ridge Single-Family Community, except that one holding any such interest merely as security for the performance of an obligation shall not be deemed an owner.

**Section 5. Owners' Associations.** "Owners' Associations" shall mean the non-profit corporations of individual condominium project owners (and individual subdivision project owners if any platted subdivisions are included in the Declaration) within the Northville Ridge Single-Family Community.

## ARTICLE II

### ESTABLISHMENT AND OPERATION OF THE ASSOCIATION

**Section 1. The Northville Ridge Single-Family Community Association.** A Michigan non-profit corporation known as the Northville Ridge Single-Family Community Association (the "Association") will be established by Declarant pursuant to Articles of Incorporation and Bylaws. The general purpose of this Declaration is to provide a mechanism for the use, maintenance, repair and replacement of the Community Areas by the Northville Ridge Single-Family Community Association. In furtherance of such purposes, the Association shall have such power and authority as are conferred upon it in its Articles of Incorporation and by this Declaration. Its Board of Directors shall be vested with and shall exercise all powers and authorities thus conferred upon it.

**Section 2. Membership in the Association.** There shall be two classes of membership in the Association as established in its Articles of Incorporation. The Declarant shall be the "Class A" member; and each Owner of an Assessment Unit shall be a "Class B" member (which shall include Declarant as to any Assessment Unit owned by any entity comprising Declarant).

**Section 3. Voting.** Membership in the Association shall be established in the manner set forth in its Articles of Incorporation. Voting by members of the Association shall be in accordance with the following provisions:

- a. Prior to the conveyance or lease by Declarant to individual purchase owners of 100% of all Assessment Units (or at such earlier date as may be determined in Declarant's sole

discretion) planned to be constructed in the Northville Ridge Single-Family Community and any expansion thereof, as is determined by the site plan approved by the Township, as the same may be amended from time to time, for the Northville Ridge Single-Family Community and any expansion thereof, no member, other than the Class A member, shall be entitled to vote. Until such time, Declarant shall be solely entitled to appoint the Board of Directors of and vote in the Association. At and after the conveyance of 100% of the Assessment Units as set forth above, each member of the Association shall be entitled to vote in accordance with Paragraph b of this Section 3.

b. At and after the conveyance of 100% of the Assessment Units (or at such earlier date as may be determined in Declarant's sole discretion) as set forth above, each Class B member shall be entitled to one (1) vote for each Assessment Unit.

c. The presence in person or by proxy of members representing at least sixty (60%) percent in number of the Assessment Units qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein, or in the Articles of Incorporation or Bylaws of the Association, 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.

d. Votes may be cast in person, by proxy 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.

e. A majority, except where otherwise provided herein or in the Articles of Incorporation or Bylaws of the Association, shall consist of the votes of more than fifty (50%) percent of the Assessment Units qualified to vote and voted by members of the Association in person or by proxy (or written vote if applicable) at a given meeting of the members of the Association. A majority, as set forth in the preceding sentence, shall be required for all matters and shall control unless a greater percentage is specifically required herein or in the Articles of Incorporation or Bylaws of the Association as to specific matters.

f. Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Articles of Incorporation or Bylaws of the Association.

**Section 4. Litigation.** The requirements of this Article II, Section 4, shall govern the Association's commencement and conduct of any civil action, except for actions to enforce the Bylaws of the Association or collect delinquent assessments. The requirements of this Article II, Section 4, will ensure that the members of the Association are fully informed regarding the prospects of engaging in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where

reasonable and prudent alternatives to the litigation exist. Each member of the Association shall have standing to sue to enforce the requirements of this Article II, Section 4. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce the Bylaws of the Association or collect delinquent assessments:

a. The Association's Board of Directors ("Board") shall be responsible in the first instance for recommending to the members that a civil action be filed, and supervising and directing any civil actions that are filed.

b. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board shall call a special meeting of the members of the Association ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the members of the date, time and place of the litigation evaluation meeting shall be sent to all members not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8 1/2" x 11" paper, and such other information as is required to be provided under this Article II, Section 4:

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

(i) It is in the best interest of the Association to file a lawsuit;

(ii) That at least one Board member has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association without success;

(iii) Litigation is the only prudent, feasible and reasonable alternative; and

(iv) The Board's proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

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

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

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

(iii) The litigation attorney's written estimate of the amount of the

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

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

(v) The litigation attorney's proposed written fee agreement.

(vi) The amount to be specially assessed against each Assessment Unit to fund the estimated cost of the civil action both in total and on a monthly per Assessment Unit basis, as required by subparagraph (f) of this Article II, Section 4.,

c. If the lawsuit relates to the condition of any of the Community Areas, the Board shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Community Areas, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Community Areas that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the members of the Association have a realistic appraisal of the condition of the Community Areas, the likely cost of repairs to the replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all members with the written notice of the litigation evaluation meeting.

d. The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee agreement unless the existence of the agreement is disclosed to the members in the text of the Association's written notice to the members of the litigation evaluation meeting.

e. At the litigation evaluation meeting the members shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce the Association Bylaws or collect delinquent assessments) shall require the approval by two-thirds of all members of the Association. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

f. All legal fees incurred in pursuit of any civil action that is subject to this Article II, Section 4, shall be paid by special assessment of the members of the Association (a "litigation

special assessment"). Any litigation special assessment, in the amount of the estimated total cost of the civil action, shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by two-thirds of all members of the Association. If the litigation attorney proposed by the Board is not retained, the litigation special assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the members equally and shall be collected from the members on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

g. During the course of any civil action authorized by the members pursuant to this Article II, Section 4, the retained attorney shall submit a written report ("attorney's written report") to the Board and each of the Members of the Association every thirty (30) days setting forth:

(1) The attorney's fee, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) days period immediately preceding the date of the attorney's written report ("reporting period").

(2) Actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.

(3) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including but not limited to, settlement discussions.

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

(5) An updated estimate of the total cost of the civil action.

h. The Board shall meet monthly during the course of any civil action to discuss and review:

(1) The status of the litigation.

(2) The status of settlement efforts, if any.

(3) The attorney's written report.

i. If at any time during the course of a civil action, the Board determines that the originally estimated total cost of the civil action or any revisions thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the members, the Board

shall call a special meeting of the members to review the status of the litigation, and to allow the members to vote on whether to continue the civil action and increase the litigation special assessment or to discontinue the civil action. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

j. The litigation expenses shall be fully disclosed to members in the Association's annual budget. The litigation expenses for each civil action subject to this Article II, Section 4, shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

k. This Article II, Section 4, may be amended, altered or repealed by a vote of not less than 75% of all members of the Association.

## ARTICLE III

### COMMUNITY AREAS AND EASEMENTS RELATED THERETO

**Section 1. Nature and Extent of Community Areas.** In addition to the Community Areas more particularly described in Article II, Section 2 hereof, Declarant may declare, dedicate and designate such additional Community Areas as Declarant, in its sole discretion, deems appropriate, whether of an aesthetic, utilitarian, administrative or other nature. There is no obligation on the part of Declarant to create, construct, establish, declare, dedicate or designate any particular additional area or additional improvement as a Community Area unless it has specifically undertaken to do so in this Declaration or in a subsequent recorded instrument. Further, any Community Area may later be included within a condominium project (or platted subdivision) without changing its status as a Community Area under this Declaration. The size, design, location and other attributes of all Community Areas and buildings and improvements located therein shall be within the sole control and discretion of the Declarant.

**Section 2. Owners' Easements of Enjoyment of Community Areas.** Every Owner shall have an easement of enjoyment in and to the Community Areas now existing or hereafter designated by the Declarant, which right and easement shall be appurtenant to such ownership, subject to the following:

a. The right of the Association to make and enforce reasonable rules and regulations, pursuant to Article V, Section 2 hereof, to carry out the terms of this Declaration and to fulfill its purposes.

b. The right of the Association to charge fees for the maintenance and insurance of the Community Areas, which fees shall be utilized solely for the maintenance, upkeep, insurance and administration of the Community Areas.

c. The right of the Association to construct, maintain and improve the Community

Areas (and levy assessments to cover such costs) for the benefit of the Owners and to permit the use thereof by other persons, subject to the approval of all applicable governmental authorities.

d. The right of Declarant, at any time within two years after completion of construction of the Northville Ridge Single-Family Community and the conveyance of all Assessment Units therein (and the Association thereafter), to grant easements, licenses, rights-of-entry and rights-of-way over, under and across the Northville Ridge Single-Family Community thereof for utility, access, or other lawful purposes as may be necessary for the general welfare of the Northville Ridge Single-Family Community.

### Section 3. Easements.

a. Declarant shall also be empowered to grant such easements, licenses, rights-of-entry and rights-of-way, under and across the Community Areas to any public authorities or private utilities, as may be necessary for it to fulfill any responsibilities of construction, maintenance, repair, decoration or replacement of any of the utilities, including without limitation sanitary and storm sewer systems, servicing the Northville Ridge Single-Family Community.

b. Owners of Assessment Units shall have easements over roads and parking within The Meadows at Northville Ridge as may be reasonable necessary for access to the Community Areas.

## ARTICLE IV

### COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation for Assessments.** Declarant hereby covenants, and each Owner of any Assessment Unit by acquisition of title thereto or an interest therein is deemed to covenant, and agrees to pay to the Association (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) litigation special assessment, as provided for herein. The annual and special assessments and litigation special assessments, together with interest as provided herein, costs and reasonable attorneys' fees, shall from date of assessment be a charge and a continuing lien upon the Assessment Unit against which each such assessment is made. Each such assessment, together with interest as provided herein, costs and reasonable attorneys' fees, shall also be the personal obligation of the person(s) who was (were) the Owner of such Assessment Unit at the time the assessment became due, except a land contract purchaser shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually retakes possession of such Assessment Unit following extinguishment of all rights of the land contract purchaser of the Assessment Unit. The personal obligation for the delinquent assessment shall not pass to successor Owners unless expressly assumed by them. Annual assessments may be collected by the Association

(in its sole discretion) monthly, quarterly, bi-annually or annually. The Association may (in its sole discretion) collect any assessments payable under this Declaration directly from the Owner of each Assessment Unit or from the individual Owners Associations (who shall collect the funds from their members as a part of their annual assessment).

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Northville Ridge Single-Family Community, including, but not limited to the improvement and maintenance, repair and replacement of, and insurance for the Community Areas and all improvements thereon and, in general, the carrying out of the purposes set forth in or permitted by this Declaration and for the general welfare of the Northville Ridge Single-Family Community. The Association may provide for reasonable reserves for contingencies, replacements and improvements.

**Section 3. Method of Assessment.** Every assessment shall be made against all Assessment Units in the Northville Ridge Single-Family Community. The items of expense which are included within the annual assessment shall be determined by the Association in its sole discretion, and shall be subject to equal proration among the Assessment Units.

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the Community Areas, including fixtures and personal property relating thereto, or the cost of establishing or adding to a reserve therefor, provided that any such assessment shall have the approval, at a meeting duly called for such purpose, of the votes of the Owners of more than 60% of all Assessment Units, giving one vote for each Assessment Unit. Voting at such meeting shall be in person, by proxy or by a written absentee ballot in which the question or questions to be decided are specifically set forth. Notwithstanding the foregoing, special assessments may be levied by the Association without a vote of Assessment Unit Owners against individual Owners of Assessment Units or against Owners' Associations as provided in Article V, Section 5 hereof and may also be levied to relieve any deficiency in the Community Association's current operating funds to provide for maintenance, repair and/or replacement of the Community Areas and any facilities therein.

**Section 5. Uniform Rate of Assessment.** Both annual assessments, special assessments and litigation assessments must be fixed at a uniform rate for all Assessment Units, except for special assessments pursuant to the power reserved to the Association pursuant to Article V, Section 5 hereof, which shall be assessed as provided therein.

**Section 6. Assessments: Date of Commencement and Due Dates.** Assessments shall be due and payable annually on January 1 of each year or any other date the Association may set in its discretion. Declarant shall not be responsible for payment of the annual assessment for any Assessment Unit which it owns. The first annual assessment shall be prorated and adjusted according to the number of months remaining in the calendar year. The Association shall, upon

demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Assessment Unit have been paid. A properly executed certificate of the Association as to the status of assessments on an Assessment Unit shall be binding upon the Association as of the date of its issuance.

**Section 7. Effect of Non-Payment of Assessments: Remedies.** Any assessment not paid within thirty (30) days after the due date (together with expenses of collection set forth below) shall bear interest from the due date at the lesser of (a) the rate of 18% per annum, or (b) the highest rate allowed by law or (c) such lesser uniform rate as shall be established by the Association at the time of the fixing of the assessment. Additionally, the Association may set automatic late charges and/or assess fines for the failure of an Owner to pay his assessments in a timely manner provided that the same is done on a uniform basis for all Assessment Units. The Association may bring an action against a delinquent Owner or other person personally obligated to pay the same and/or may foreclose the lien established by the terms of this Declaration in the same manner that real estate mortgages may be foreclosed by action under Michigan law. The expenses incurred in collecting unpaid assessments including interest, costs and attorneys' fees and advances for taxes and other liens to protect the lien for assessments shall be chargeable to the Owner in default and shall be secured by the lien on his parcel or assessment unit. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Community Areas or by abandonment of his Assessment Unit.

**Section 8. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on any of the Properties. Sale or transfer of any Assessment Unit shall not affect the assessment lien. However, the sale or transfer of any parcel or Assessment Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer (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 Assessment Units, including the mortgaged property). No foreclosure sale or transfer in lieu thereof shall relieve such parcel or dwelling unit from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 9. Community Area Area Maintenance.** Declarant and upon transfer of responsibility to the Association, the Association covenants and agrees to pay the Township for all damages for injuries to real or personal property and/or bodily injury sustained by the Township growing out of any act or deed or any omission to act of the Association in connection with the performance of these maintenance duties. Declarant and upon transfer of responsibility to the Association, the Association covenants and agrees to indemnify, save, and keep the Township harmless against all liability, judgments, costs, damages, and expense of and from any and all claims of any kind or nature whatsoever which may in anyway come against the Township for or on account of personal injuries or injuries to real or personal property caused, or claimed to have been caused, as a result of the performance of these maintenance duties, including court costs and reimbursement of attorney fees. The maintenance provisions contained in this Article IV, Section 9, shall not be amended in any way without the prior written consent of the Township. If the Association fails to

properly maintain the Community Areas in reasonable condition and order, the Charter Township of Northville ("Township") has a right, but not the duty, to maintain the Community Areas and to charge the owners for all costs and expenses incurred. If the Association fails to properly maintain the Community Areas in reasonable condition and order, the Charter Township of Northville ("Township") has a right, but not the duty, to maintain the Community Areas and to charge the owners for all costs and expenses incurred. The Township shall notify the Co-owners of its intent to cause any construction or maintenance by written notice to the owners at the address on the Township tax rolls and shall give the owners thirty (30) days to complete the work before the Township shall do so. The Township may demand payment upon written notice to the parties/owners at the address set forth on the Township tax rolls. In addition to other methods of collection, the Township shall have the right to place an assessment for the charges incurred on the Township tax roll and to collect such assessments in the same manner as any Township property tax or assessment. Such charges and assessments shall be a lien upon the Assessment Units.

## ARTICLE V

### GENERAL

**Section 1. Remedies for Violations.** For a violation or breach of any of these reservations, covenants, conditions, restrictions, and rules and regulations of this Declaration, the Declarant, the Association, or any member of the Association, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent or obtain damages for the violation or breach of any provision hereof or to seek relief as follows:

a. **Legal Action.** Failure to comply with any of the terms or provisions of this Declaration shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of any assessment) or any combination thereof, and such relief may be sought by the Declarant, or the Association.

b. **Recovery of Costs.** In any proceeding which arises because of an alleged default under this Declaration of any Owner of any Assessment Unit, then the Declarant, the Association or the member of the Association seeking enforcement, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Assessment Unit Owner or Owners' Association be entitled to recover such attorney's fees.

c. **Abatement.** The violation of any of the provisions of this Declaration or rules and regulations by any member of the Association or its Assessment Units shall also give the Declarant and/or the Association the right, in addition to the rights set forth above, to enter upon any of the Community Areas, where reasonably necessary, and summarily remove, abate or rectify, at the expense of the person or entity committing the infraction, any structure, thing or condition

maintained contrary to the provisions of this Declaration. The Association shall have no liability to any person arising out of its removal, abatement and rectification power authorized herein. The powers herein set forth are granted both generally and specifically in furtherance of Article V, Section 5 hereof.

**d. Assessment of Fines.** The violation of any of the provisions of this Declaration by any Owners' Association or any Owner of any Assessment Unit shall be grounds for assessment by the Association, acting through its Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to the offending Owners' Association or Assessment Unit Owner. All fines duly assessed may be collected in the same manner as provided in Article IV of this Declaration. Notwithstanding the foregoing, there shall be no fine for an initial infraction and no fine shall exceed \$25 for the second violation, \$50 for the third violation, or \$100 for any subsequent violation.

**e. Non-waiver of Right.** The failure of the Declarant, the Association or of any member of the Association to enforce any right, provision, covenant or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Declarant or Association or such member of the Association to enforce such right, provision, covenant or condition in the future.

**f. Cumulative Rights, Remedies and Privileges.** All rights, remedies and privileges granted to the Declarant or Association or any member of the Association pursuant to any terms, provisions, covenants or conditions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

**Section 2. Rules and Regulations.** The Association shall have the right to make reasonable rules and regulations to carry out the terms of this Declaration and to fulfill its purposes. Such rules and regulations may include but are not limited to rules and regulations for the following purposes:

- a. Rules concerning the use of the Community Areas and the conduct of users thereof.**
- b. Rules establishing minimum standards for maintenance of landscaping and roads within in the Northville Ridge Single-Family Community.**
- c. Rules establishing minimum standards for the exterior appearance of the Assessment Units in the Northville Ridge Single-Family Community.**

Declarant hereby covenants, and each Owner of any Assessment Unit by acquisition of title thereto is deemed to covenant, to abide by such rules and regulations.

**Section 3. Addition of Community Areas.** Declarant may hereafter add, by separate recorded Declaration or by amendment to this Declaration additional Community Areas. The rights of the Declarant as reserved in this Section 3 shall remain throughout the period of development by Declarant of the Northville Ridge Single-Family Community, as the same may hereafter be expanded by Declarant in its sole discretion. The size, design, location, and other physical attributes of the Community Areas shall be within the sole discretion of the Declarant. Declarant shall have the right to amend this Declaration to specify any physical improvements which Declarant (in its sole discretion) decides to include within the Community Areas.

**Section 4. Association Bank Account.** All assessments collected by Declarant shall be held in and expended from a separate bank account in the name of the Association. Said assessments and the expenditures thereof shall be accounted for pursuant to generally accepted accounting procedures. After the Association is controlled by the Class B members, the books of account shall be audited annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. The costs of any audit and accounting expenses shall be paid for by the Association.

**Section 5. Duration; Amendment.** The provisions of this Declaration shall run with and bind all land with the Northville Ridge Single-Family Community for a period of twenty (20) years from the date hereof, after which time they shall be extended automatically for successive periods of ten (10) years each unless seventy five per cent (75%) of the Assessment Units in Northville Ridge Single-Family Community vote to limit or remove the provisions hereof; provided, however, that notwithstanding the foregoing, all utility easements contained in this Declaration shall be perpetual. This Declaration may be amended or restated in its entirety upon the sole discretion of the Declarant or its successors or assigns for the purpose of creating additional easements, or altering or amending existing easements, or for the purpose of adding additional Community Areas or other condominium projects or platted subdivisions, or to clarify or amplify some portion or portions hereof; provided such amendments are in furtherance of the purposes of this Declaration. All of the Owners and Mortgagees of Assessment Units and other persons interested or to become interested in the Northville Ridge Single-Family Community from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Declaration. All such interested persons irrevocably appoint Declarant or its successors as agent and attorney for the execution of such amendments to this Declaration and all other documents necessary to effectuate the foregoing. Subsequent to the time at which the Class B members of the Association acquire the right to vote, after 100% of the Assessment Units planned to be constructed in the Northville Ridge Single-Family Community (or such earlier date as may be determined by Declarant in its sole discretion) have been conveyed by the Declarant, this Declaration may be amended by the affirmative vote (in person or in writing) of 75% of all Owners of Assessment Units within the Northville Ridge Single-Family Community; PROVIDED HOWEVER, that there shall be no amendment to this Declaration by Owners of Assessment Units prior to the sale and conveyance by Declarant of the last Assessment Unit to be constructed in the Northville Ridge Single-Family Community without Declarant's express written consent.

**Section 6. Annexation of Additional Land and Community Areas.** Declarant reserves the right any time in the future to amend this Declaration by adding one or more additional condominium projects, subdivisions or other forms of development to the provisions of this Declaration. Such additional lands may or may not contain Community Areas. Additional Assessment Units and Community Areas, if any, may be made subject to this Declaration by Declarant without the consent or approval of the Association or any of its Members or any Owner.

**Section 7. Assignment.** Any or all or the rights and powers granted or reserved to the Declarant in this Declaration, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Macomb County Register of Deeds.

**Section 8. Enforcement.** The terms, covenants and agreements contained in this Declaration may be enforced by the Declarant, or the Association after the conveyance of 100% of the Assessment Units by Declarant.

**Section 9. Severability.** In the event that any of the terms, provisions or covenants of this Declaration are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of this Declaration or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

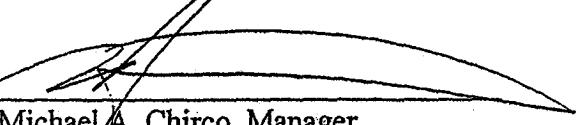
**Section 10. Termination.** It is intended that this Declaration will cover more than one condominium project. Declarant shall have the right in its sole discretion to terminate this Declaration if only one condominium project is created within the Northville Ridge Single-Family Community.

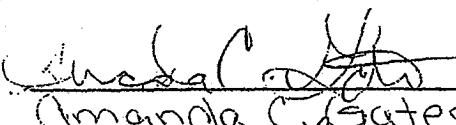
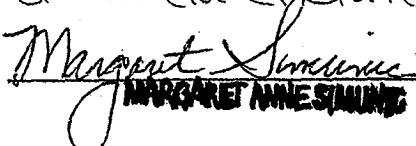
**WITNESSES:**

MJC NORTHLVILLE RIDGE LLC,  
a Michigan limited liability company

By: Northville Ridge LLC, a Michigan limited  
liability company, Its Sole Member

By: MAC Enterprises II, LLC, a Michigan  
limited liability company, Manager

By:   
Michael A. Chirco, Manager

  
Amanda C. Gates  
  
Margaret Anne Smith  
MARGARET ANNE SMITH

Paul A. Brinker  
PAUL A. BRINKER

Jill A. Demetrios  
JILL A. DEMETRIOU

NORTHVILLE RIDGE DEVELOPMENT  
CORPORATION, a Michigan corporation

By:

Gary Sakwa, President

STATE OF MICHIGAN )  
) ss.

COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 29th day of  
July, 2003, by Michael A. Chirco, Manager of MAC Enterprises II, LLC, a  
Michigan limited liability company, Manager of Northville Ridge LLC, a Michigan  
limited liability company, the sole member of MJC Northville Ridge LLC, a  
Michigan limited liability company, on behalf it.

Margaret Anne Simunic  
MARGARET ANNE SIMUNIC Notary Public  
Macomb County, Michigan  
My Commission Expires: 10-20-04

STATE OF MICHIGAN )  
) ss.  
COUNTY OF ~~MACOMB~~)

The foregoing instrument was acknowledged before me this 29TH day of  
JULY, 2003, by Gary Sakwa, President of Northville Ridge Development  
Corporation, a Michigan corporation, on behalf it.

Jill A. Demetrios  
Notary Public, Washtenaw County MI  
Acting in Oakland County  
My Commission Expires November 26, 2003

Jill A. Demetrios  
JILL A. DEMETRIOU Notary Public  
acting in Oakland County, Michigan  
My Commission Expires: 11-26-03

*Drafted by:* Mark J. Abdo, Attorney at Law  
42550 Garfield Road, Suite 104A  
Clinton Township, Michigan 48038  
*When recorded, return to drafter*

## EXHIBIT A TO

DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE NORTHLAKE RIDGE SINGLE-FAMILY COMMUNITY

## NORTHLAKE RIDGE SINGLE-FAMILY COMMUNITY:

*The Meadows at Northville Ridge:*

A PARCEL OF LAND LYING IN PART OF THE N.E. 1/4 and N.W. 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHLAKE TOWNSHIP, WAYNE COUNTY, MICHIGAN. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 18; THENCE S.  $89^{\circ}14'21''$  W. 60.00 FEET ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 18; THENCE N.  $00^{\circ}05'22''$  E. 99.33 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF RIDGE ROAD (60 FEET WIDE, 1/2 WIDTH) THENCE N.  $89^{\circ}54'38''$  W., 177.65 FEET; THENCE 175.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 500.00 FEET, CENTRAL ANGLE  $20^{\circ}04'33''$  AND A CHORD THAT BEARS N.  $79^{\circ}52'22''$  W., 174.30 FEET; THENCE 105.07 ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 500.00 FEET, CENTRAL ANGLE  $12^{\circ}02'25''$  AND A CHORD THAT BEARS N.  $75^{\circ}51'18''$  W., 104.88 FEET; THENCE N.  $81^{\circ}52'30''$  W., 87.61 FEET; THENCE 588.98 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1,135.00 FEET, CENTRAL ANGLE  $29^{\circ}43'56''$ , AND A CHORD THAT BEARS N.  $67^{\circ}00'33''$  W., 582.39 FEET; THENCE N.  $52^{\circ}08'35''$  W., 123.89 FEET; THENCE 142.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 965.00 FEET, CENTRAL ANGLE  $08^{\circ}27'22''$ , AND A CHORD THAT BEARS N.  $56^{\circ}22'15''$  W., 142.29 FEET; THENCE N.  $60^{\circ}35'56''$  W., 109.52 FEET; THENCE 123.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 75.00 FEET, CENTRAL ANGLE  $94^{\circ}12'59''$  AND A CHORD THAT BEARS N.  $75^{\circ}40'22''$  W., 109.90 FEET; THENCE S.  $37^{\circ}51'26''$  W., 460.02 FEET; THENCE N.  $80^{\circ}59'09''$  W., 222.05 FEET; THENCE N.  $45^{\circ}15'59''$  W., 234.26 FEET; THENCE S.  $85^{\circ}55'40''$  W., 240.21 FEET; THENCE N.  $51^{\circ}59'25''$  W., 229.92 FEET; THENCE N.  $37^{\circ}40'19''$  W., 180.28 FEET; THENCE S.  $86^{\circ}38'28''$  W., 277.28 FEET; THENCE 56.09 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 200.00 FEET, CENTRAL ANGLE OF  $16^{\circ}04'02''$  AND A CHORD THAT BEARS N.  $17^{\circ}45'01''$  E., 55.90 FEET; THENCE N.  $64^{\circ}12'58''$  W., 60.00 FEET; THENCE N.  $89^{\circ}56'52''$  W., 260.31 FEET; THENCE N.  $00^{\circ}03'08''$  E., 1,128.67 FEET; THENCE S.  $89^{\circ}19'20''$  E., 150.00 FEET; THENCE N.  $00^{\circ}03'08''$  E., 580.83 FEET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SIX MILE ROAD (60 FEET WIDE, 1/2 WIDTH) THE FOLLOWING TWO (2) COURSES S.  $89^{\circ}19'20''$  E., 531.42 FEET AND S.  $89^{\circ}21'55''$  E., 907.81 FEET; THENCE S.  $00^{\circ}38'05''$  W. 310.00 FEET; THENCE S.  $45^{\circ}07'43''$  E. 243.65 FEET; THENCE S.  $89^{\circ}21'55''$  E. 1238.17 FEET; THENCE S.  $00^{\circ}05'22''$  W. 892.17 FEET; THENCE THE FOLLOWING TWENTY FIVE (25) COURSES ALONG "THE COVES AT NORTHLAKE RIDGE CONDOMINIUM" W.C.C. PLAN NO. 671 S.  $54^{\circ}18'38''$  W. 156.77 FEET, N.  $15^{\circ}34'31''$  W. 135.61 FEET, 46.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 60.00 FEET, CENTRAL ANGLE  $44^{\circ}02'43''$  AND A CHORD THAT BEARS N.  $83^{\circ}33'10''$  W. 45.00 FEET, S.  $64^{\circ}43'12''$  W. 136.76 FEET, N.  $32^{\circ}56'41''$  W. 64.23 FEET, N.  $08^{\circ}14'59''$  W. 3.65 FEET, S.  $87^{\circ}18'46''$  W. 359.30 FEET, S.  $84^{\circ}19'45''$  W. 36.00 FEET, N.  $82^{\circ}38'17''$  W. 91.81 FEET, N.  $73^{\circ}18'47''$  W. 41.66 FEET, S.  $53^{\circ}19'13''$  W. 145.60 FEET, S.  $51^{\circ}21'16''$  W. 73.44 FEET, S.  $61^{\circ}49'56''$  W. 90.43 FEET,

## EXHIBIT A CONTINUED

S.  $75^{\circ}52'06''$  W. 90.52 FEET, S.  $31^{\circ}51'24''$  W. 81.60 FEET, S.  $24^{\circ}58'48''$  W. 93.10 FEET, S.  $60^{\circ}35'56''$  E. 136.57 FEET, 162.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 75.00 FEET, CENTRAL ANGLE  $124^{\circ}21'49''$  AND A CHORD THAT BEARS S.  $60^{\circ}35'56''$  E. 132.66 FEET, S.  $60^{\circ}35'56''$  E. 109.52 FEET, 152.75 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1035.00 FEET, CENTRAL ANGLE  $08^{\circ}27'22''$  AND A CHORD THAT BEARS S.  $56^{\circ}22'15''$  E. 152.61 FEET, S.  $52^{\circ}08'35''$  E. 123.89 FEET, 552.65 FEET ALONG THE ARC OF CURVE TO THE LEFT, RADIUS 1065.00 FEET, CENTRAL ANGLE  $29^{\circ}43'56''$  AND A CHORD THAT BEARS S.  $67^{\circ}00'33''$  E. 546.47 FEET, S.  $81^{\circ}52'30''$  E. 182.29 FEET, 170.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 1214.99 FEET, CENTRAL ANGLE  $08^{\circ}02'08''$  AND A CHORD THAT BEARS S.  $85^{\circ}53'34''$  E. 170.26 FEET, S.  $89^{\circ}54'38''$  E. 177.65 FEET; THENCE ALONG SAID WEST LINE OF RIDGE ROAD S.  $00^{\circ}05'22''$  W. 100.00 FEET TO THE POINT OF BEGINNING CONTAINING 103.86 ACRES MORE OR LESS.

*The Reserve at Northville Ridge:*

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4, N.W. 1/4, S.E. 1/4, S.W. 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHLVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

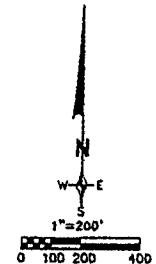
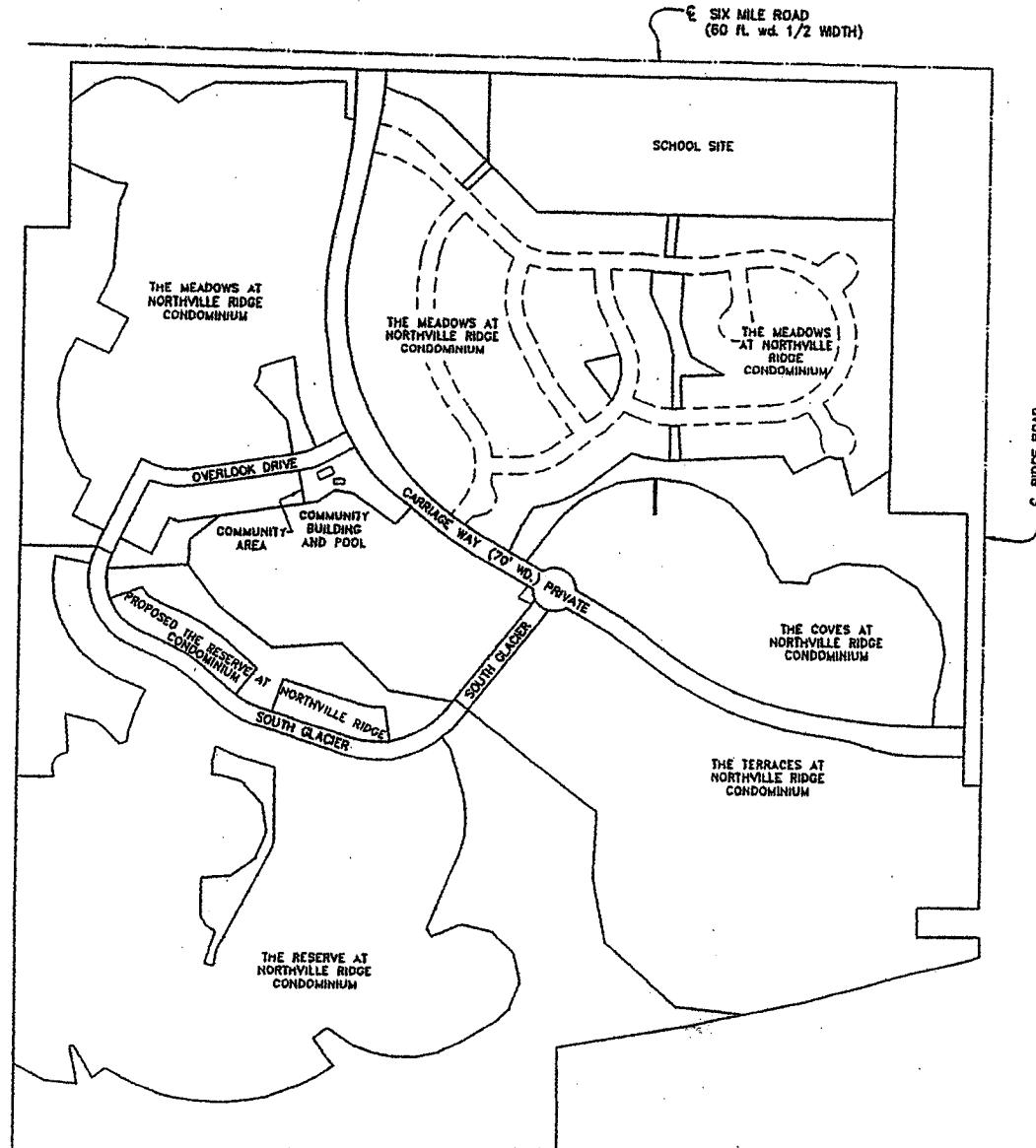
BEGINNING AT A POINT DISTANT N.  $00^{\circ}02'15''$  W. 1298.36 FEET ALONG THE NORTH AND SOUTH 1/4 LINE OF SECTION 18 FROM THE SOUTH 1/4 CORNER OF SAID SECTION 18; THENCE FROM SAID POINT OF BEGINNING S.  $89^{\circ}09'55''$  W. 687.91 FEET; THENCE N.  $00^{\circ}04'04''$  E. 1291.56 FEET; THENCE N.  $00^{\circ}03'08''$  E. 837.22 FEET; THENCE THE FOLLOWING TEN (10) COURSES ALONG THE SOUTHERLY LINE OF SAID "THE MEADOWS AT NORTHLVILLE RIDGE CONDOMINIUM" WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 670 S.  $89^{\circ}56'52''$  E. 260.31 FEET, S.  $64^{\circ}12'58''$  E. 60.00 FEET, 56.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 200.00 FEET, CENTRAL ANGLE  $16^{\circ}04'02''$ , AND A CHORD THAT BEARS S.  $17^{\circ}45'01''$  W. 55.90 FEET, N.  $86^{\circ}38'28''$  E. 277.28 FEET, AND S.  $37^{\circ}40'19''$  E. 180.28 FEET, S.  $51^{\circ}59'25''$  E. 229.92 FEET, N.  $85^{\circ}55'40''$  E. 240.21 FEET, S.  $45^{\circ}15'59''$  E. 234.26 FEET, S.  $80^{\circ}59'09''$  E. 222.05 FEET, AND N.  $37^{\circ}51'26''$  E. 10.76 FEET; THENCE THE FOLLOWING FIVE (5) COURSES ALONG "THE TERRACES AT NORTHLVILLE RIDGE CONDOMINIUM" WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 672 S.  $52^{\circ}08'34''$  E. 631.07 FEET, S.  $02^{\circ}47'27''$  W. 232.27 FEET, S.  $11^{\circ}36'15''$  E. 234.31 FEET S.  $47^{\circ}11'15''$  E. 334.21 FEET, AND S.  $83^{\circ}45'28''$  E. 239.36 FEET; THENCE S.  $77^{\circ}30'18''$  W. 184.40 FEET; THENCE S.  $80^{\circ}15'06''$  W. 396.54 FEET; THENCE S.  $78^{\circ}18'38''$  W. 81.69 FEET; THENCE S.  $00^{\circ}50'03''$  E. 354.29 FEET; THENCE S.  $89^{\circ}09'55''$  W. 1183.44 FEET; TO THE POINT OF BEGINNING, CONTAINING 81.31 ACRES MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT B TO  
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE NORTHLVILLE RIDGE SINGLE-FAMILY COMMUNITY

LEGAL DESCRIPTION: COMMUNITY AREA

PART OF THE N.E. 1/4 OF SECTION 18, T. 1 S., R. 8 E., NORTHLVILLE TOWNSHIP, WAYNE COUNTY MICHIGAN DESCRIBED AS: BEGINNING AT A POINT DISTANT S. 00°02'25" E. 1528.70 FEET ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 18 AND N. 80°37'21" E. 271.39 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF OVERLOOK DRIVE (60 FEET WIDE) FROM THE NORTH 1/4 CORNER OF SAID SECTION 18; THENCE FROM SAID POINT OF BEGINNING AND CONTINUING ALONG SAID SOUTHERLY LINE OF OVERLOOK DRIVE THE FOLLOWING THREE (3) COURSES N. 80°37'21" E. 5.00 FEET, 84.12 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 260.00 FEET, CENTRAL ANGLE 18°39'12" AND A CHORD THAT BEARS N. 71°17'45" E. 84.27 FEET AND N. 61°58'09" E. 120.00 FEET TO THE INTERSECTION OF SAID SOUTHERLY LINE OF OVERLOOK DRIVE AND THE WESTERLY RIGHT-OF-WAY LINE OF CARRIAGE WAY (VARIABLE IN WIDTH); THENCE ALONG SAID WESTERLY LINE OF CARRIAGE WAY THE FOLLOWING TWO (2) COURSES 230.45 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 500.00 FEET, CENTRAL ANGLE 26°27'06" AND A CHORD THAT BEARS S. 41°15'23" E. 228.79 FEET AND 61.94 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 500.00 FEET, CENTRAL ANGLE 07°05'53" AND A CHORD THAT BEARS S. 50°56'00" E. 61.90 FEET; THENCE S. 42°36'57" W. 83.00 FEET; THENCE N. 53°29'53" W. 182.00 FEET; THENCE N. 80°26'14" W. 65.00 FEET; THENCE S. 52°33'27" W. 68.18 FEET; THENCE S. 80°37'21" W. 50.00 FEET; THENCE N. 09°22'39" W. 120.00 FEET TO THE POINT OF BEGINNING CONTAINING 1.02 ACRES MORE OR LESS.

**EXHIBIT C TO  
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE NORTHLAKE RIDGE SINGLE-FAMILY COMMUNITY**



NOTE

THE COMMUNITY AREAS SET FORTH HEREON ARE MORE PARTICULARLY DESCRIBED IN, AND THE BENEFITS AND BURDENS MORE PARTICULARLY SET FORTH IN, A CERTAIN DECLARATION OF EASEMENTS, COVENANTS, FOR THE NORTHLVILLE RIDGE MASTER COMMUNITY, RECORDED IN LIBER \_\_\_\_\_ PAGE \_\_\_\_ WAYNE COUNTY RECORDS, AS AMENDED.

**RICHARD A. HOFSESS  
PROFESSIONAL SURVEYOR NO. 47955  
ZEIMET-WOZNIAK & ASSOCIATES  
28450 FRANKLIN ROAD  
SOUTHFIELD, MICHIGAN 48034**

PROPOSED 02-28-03

REVISIONS		THE MEADOWS AT NORTHLAKE RIDGE CONDOMINIUM		MATERIALS
ITEM	DATE BY	ITEM	DATE BY	
		COMMUNITY AREA PLAN FOR NORTHLAKE RIDGE SINGLE-FAMILY ASSOCIATION		WATER SEWER SEPTIC DRAIN PARKING LANDSCAPE PAVERS ROOFING WALLS CEILINGS FLOORING PAINT GLASS WIRING PLUMBING STRUCTURE LANDSCAPE PAVERS ROOFING WALLS CEILINGS FLOORING PAINT GLASS WIRING PLUMBING STRUCTURE
		DRAFTER: <u>W. COLEMAN</u> REVISOR: <u>W. COLEMAN</u> CIV. ENGINEER & LAND SURVEYOR: SOUTHWEST, MICHIGAN 49034 (248) 355-1111		IRON STEEL WOOD PLASTIC ALUMINUM CERAMIC GLASS MATERIALS PAINT WIRING PLUMBING STRUCTURE LANDSCAPE PAVERS ROOFING WALLS CEILINGS FLOORING PAINT GLASS WIRING PLUMBING STRUCTURE
MADE BY	REVISION BY	DATE	DATE	18
ALL	ALL	1989	1989	

