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MASTER DEED
STONERIDGE



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**Second Amendment to Stone Ridge
SITE CONDOMINIUM PLAN**

MASTER DEED #338

THIS MASTER DEED was initially made and executed on the 26th day of May 2005 and 1st amended on the 9th day of December 2005 by STONE RIDGE COMMUNITIES, L.L.C., a Michigan Limited Liability Company hereinafter referred to as "Developer", whose address is 869 Old US 23, Suite 100 Brighton, Michigan 48114, 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".

WITNESSETH:

THIS SECOND AMENDMENT is made for the purposes of (a) revising the Condominium pursuant to Section VI subsection 10, (b) revising the Exhibit 'A' By-Laws and (c) revising the Exhibit 'B' Condominium Plans recorded at LIBER ~~4811~~ pages ~~478~~ through ~~550~~, Livingston County Records. Liber 4811

478 through 550 (mdo)

NOW, THEREFORE, the Developer does, upon the recording hereof, establish STONE RIDGE SITE CONDOMINIUM as a Condominium under the Act and does declare that STONE RIDGE SITE 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 matter utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and the affirmative obligations set forth in this Master Deed, ByLaws and the Exhibits attached 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, it is provided as follows:

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ARTICLE I
TITLE AND NATURE

The Condominium shall be known as STONE RIDGE SITE CONDOMINIUM, Livingston County Condominium Plan No. 338. The units contained in the Condominium, including the number, boundaries dimensions and area of each unit therein, are as set forth completely in the Condominium Plan attached as Exhibit "B" hereto. Each individual unit has been created for residential purposes. Each unit is capable of individual utilization on account of having its own entrance from the exit to a Common Element of the Condominium. Each Co-Owner in the Condominium shall have an exclusive right to his Unit and shall have an undivided and inseparable interest with the other Co-owners in the Common Elements of the Condominium and shall share with the other Co-owners and Common Elements of the Condominium as provided in the Master Deed. The provisions of this Master Deed, including, but without limitation, the purposes of the Condominium, shall not be construed to give rise to any warranty or representation, express or implied, as to the composition or physical condition of the Condominium, other than that which is expressly provided herein.

ARTICLE II
LEGAL DESCRIPTION

The land which is submitted to the Condominium established by this Master Deed is described in exhibit "B": Part of the North Half of Section 33, Town 1 North, Range 6 East, Green Oak Township, Livingston County, Michigan, described as: Commencing at the Northeast Corner of Section 33; thence along the East Line of Section 33 and the Centerline of Marshall Road, South 02°32'15" East 1913.21 feet to a Point of Beginning; thence continuing along said line, South 02°32'15" East 727.09 feet to the East Quarter Corner of Section 33; thence along the East-West Quarter Line of Section 33, South 87°33'51" West 2730.43 feet to the Center of Section 33, as monumented; thence continuing along the East-West Quarter Line of Section 33, South 87°31'52" West 1354.79 feet to the Southeast Corner of "Mar-Bru Subdivision" as recorded in Liber 10 of Plats, Page 41, Livingston County Records; thence along the East Line of "Mar-Bru Subdivision", North 02°29'16" West 522.72 feet (recorded as North 02°41' West 521.97 feet) to the Northeast Corner of "Mar-Bru Subdivision"; thence North 00°00'58" East 708.06 feet; thence along the South Line of the abandoned Railroad, 99.00 feet wide, North 86°17'36" East 1332.24 feet to the North-South Quarter Line of Section 33; thence continuing along the abandoned Railroad, the South Line, and the Westerly and Easterly extensions of "Sand Crane Crossing", a Subdivision, as recorded in Liber 27 of Plats, Pages 47, 48, 49, and 50, Livingston County Records, North 86°17'36" East 2428.25 feet; thence South 02°32'15" East 581.00 feet; thence North 88°28'32" East 293.55 feet to the Point of Beginning. Contains 115.270 Acres. Subject to the Rights of the Public and of

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any Governmental Unit in any part thereof used, taken or deeded for Street, Road, or Highway purposes. Subject to Easements and Restrictions of record.

Tax ID # 4716-33-200-001 & 4716-33-100-010

Subject to the rights of the public over the existing Marshal Road and any other elements or restrictions of record. (Symbol * = degrees)

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 limitation, the rules and regulations of STONE RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION, a Michigan Nonprofit Corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in STONE RIDGE SITE 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. "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Association. "Association" means STONE RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION, which is the nonprofit corporation organized under the Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any 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 of the laws of the State of Michigan.

Section 3. Board of Directors or Board. "Board of Directors" or "Board" means the Board of Directors of STONE RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION, a Michigan nonprofit corporation organized to manage, maintain and administer the Condominium.

Section 4. ByLaws. "ByLaws" means Exhibit "A" hereto, being the ByLaws setting forth the sustentative 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 5. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

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Section 6. Condominium Documents. “Condominium Documents: wherever used means and includes this Master Deed and Exhibits “A” and “B” attached hereto, and rules and regulations, if any, of the Association all as amended from time to time.

Section 7. 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 STONE RIDGE SITE CONDOMINIUM as described in the Master Deed, as amended from time to time.

Section 8. Condominium Project, Condominium or Project. “Condominium Project”, “Condominium” or “Project” means STONE RIDGE SITE CONDOMINIUM as a Condominium established in conformity with the provisions of the Act.

Section 9. Condominium Plan. “Condominium Plan” means Exhibit “B” attached hereto.

Section 10. Co-owner. “Co-owner” means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof owning one or more Units in the Condominium, and shall include a land contract vendee. The term “Owner”, whenever used, shall be synonymous with the term “Co-owner”.

Section 11. 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 12. Developer. “Developer” means Stone Ridge Communities, L.L.C., a Michigan Limited Liability Company, who has made the executed this Master Deed, and its successors and assigns. The successors and assigns of the Developer shall always be deemed to be included within the term “Developer” whenever such term is used in the Condominium Documents.

Section 13. 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 may properly be brought before the meeting. Such meeting is to be held in accordance with the requirements set forth by the ByLaws.

Section 14. Township. Township means the Township of Green Oak, a general law township.

Section 15. 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 owners unaffiliated with the Developer.

Section 16. Unit or Condominium Unit. “Unit” or “Condominium Unit” each means a single Unit in STONE RIDGE SITE CONDOMINIUM and shall have the same meaning as the term “Condominium Unit” as defined in the Act. The land, structures and

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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. Each Unit shall be co-extensive with an entire residential lot/unit within the meaning of the Township ordinances and shall extend beyond its related building envelope to the full area within perimeter unit lines as depicted on the Condominium Plan.

Other terms which may be utilized in the Condominium Documents and which are not defined hereinabove shall have the meanings as provided in the Act.

ARTICLE IV
COMMON ELEMENTS

The Common Elements of the Condominium 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 above hereof, including the Roads, open space, Club House, Recreation areas and other common areas, not identified as Limited Common Elements when included as a part of the Condominium, but excluding that portion designated on the Condominium Plan as Condominium Units.

(b) Easements. All beneficial easements, if any, now existing or created after the recording hereof which benefit the Condominium Premises as a whole and specifically including the sewer and drainage easements.

(c) Electrical. The electrical transmission system throughout the Project up to the point of lateral (ancillary) connection for Unit service, together with common street lighting for the project, if any is installed.

(d) Mailbox System. Developer reserves the right to establish such mailbox system as Developer may elect or as may be required to be installed by a public authority or service agency having jurisdiction and, to that end, may establish an individual mailbox system or may consolidate or cluster the same in such manner as Developer may deem appropriate. If mailboxes are clustered, the Developer or Association may designate individual compartments in the clustering structure or structures as Limited Common Elements or may assign or reassign the same from time to time for use by Co-owners on an equitable basis without such designation.

(e) Telephone. The telephone system throughout the Project up to the point of the lateral (ancillary) connection for Unit service.

(f) Gas. The natural gas main distribution system throughout the project, up to the point of lateral (ancillary) connection for Unit service.

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(g) Telecommunications. The telecommunications system and cable television systems, if and when that may be installed, up to the point of lateral (ancillary) connection for Unit service.

(h) Roads/Sidewalks/Nature Trail. The Project Roads and Cul-de-sacs including sidewalks, nature trail and all other paved areas together with the entrance area as depicted on the Condominium Plan and all signage installed by the Developer and/or the Association in connection therewith.

(i) Storm/Sewage/Water System. The Storm/Sewage/Water Systems including Storm Water Piping and Detention Ponds, Sewage Disposal System including all associated equipment, building, piping up to the boundary of each unit, as well as the mains located within the streets and for the location; operation and maintenance of the common wastewater treatment system therein, and disposal field, Well House including all associated equipment, building, piping, wells and all other associated apparatus as depicted on the Condominium Plan.

(j) Wetlands Areas. The Regulated Wetlands Areas are designated as such on the Condominium Plan. Activity within the Regulated Wetland area is prohibited and is restricted by the DEQ.

(k) Recreation and Other Areas. The Park Areas including the Club House, Play areas, Basketball area and other such elements of the Project not herein designated as General Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep, appearance, utility or safety of the Project. Developer also reserves the right, in its discretion, to install street signs, traffic control signs, street address signs and other signage and common mailbox stands at any location or locations as Developer deems appropriate within the General Common Element road rights of way.

(L) Clubhouse. The Clubhouse building, all furnishing, equipment, and associated operational equipment.

Some or all of the utility lines, systems and equipment and telecommunications system, if and when constructed, described above may be owned by local public authority, governmental body, or by the company that is providing the service. Accordingly, such utility lines, systems and equipment and the telecommunications system, if and when constructed, shall be General Common Elements only to extent of the Co-owners' interest therein, if any. The Developer make no warranty whatsoever with respect to the nature or extent of such interest.

Section 2. Limited Common Elements. The Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are as

follows:

(a) Private Drive for Individual Units. The Private Drive for each individual unit shall be subject to the exclusive use and enjoyment of the Co-owners of that unit.

(b) Utility Services. The pipes, wiring and conduits supplying electricity, gas, telephone, cable television, water, sewage disposal service and/or other utility service to a Unit, from the point of lateral (ancillary) connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service;

(c) Miscellaneous. Any improvements constructed by the Developer and designated Limited Common Elements appurtenant to a particular Unit or Units in the Master Deed or in an amendment to the Master Deed made by Developer.

Section 3. Responsibilities for Maintenance, Decoration, Repair & Replacement.

(a) Association Responsibilities.

General. The costs of maintenance, repair and replacement of all General Common Elements and Limited Common Elements shall be borne by the Association, subject to any provisions of this Master Deed and/or the ByLaws expressly to the contrary. The Association shall maintain all Common Elements requiring periodic maintenance in a neat, clean, and first-class condition in keeping with their basic nature. Additional maintenance assessments may be levied for individual Units requiring expenditures by the Association. Standards for maintenance may be established by the Association through its Board of Directors. The Association shall not be responsible, in the first instance, for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the Condominium Units. The Association, acting through its Board of Directors, may undertake such other regularly recurring reasonable uniform periodic exterior maintenance functions within any Unit boundaries as it may deem appropriate and as the affected Co-owners may agree including, without limitation, lawn mowing, snow removal and tree trimming. Nothing herein contained, however, shall compel the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established in the ByLaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

Water and Sewer Plants and Detention Ponds. The Developer will be responsible for the initial construction and installation of the common sanitary sewer/wastewater treatment system (sewer plant), including without limitation

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mains, the Well Pump House and Detention Ponds. The association shall thereafter be responsible for the maintenance, repair and ultimate replacement of the wastewater system, the Well House and Detention Ponds, all of which shall be performed in strict conformance with all applicable statutes, ordinances, rules and regulations of the State of Michigan, Livingston County, and other governmental units and agencies thereof having jurisdiction. The Association must hire a Licensed /Certified Operator in accordance with County or State MDEQ guidelines to operate said sanitary sewer and water systems. This Master Deed and other restrictive covenants shall inform unit owners that the township is not responsible for the Operation, Maintenance and repair of the utilities serving the Development. All costs associated with maintenance, repair and/or replacement shall be the cost of administration of the association, and shall be assessed to the Co-Owners in accordance with the By Laws of StoneRidge Site Condominium. In the event that the Association fails to provide adequate maintenance, repair or replacement of the Well Pump House, the Sewer Plant, and/or any Detention Pond, the Township may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies of maintenance, repair, replacement be cured within a stated reasonable time period. If such deficiencies are not cured, the Township may undertake such maintenance, repair, replacement and the costs thereof plus an administrative fee to be determined by the Township but not exceeding twenty-five (25%) percent of such costs may be assessed against the Co-owners and collected as a special assessment on the next annual Township tax roll. The Association shall defend, indemnify and hold harmless the Township and its officials, employees and/or expenses arising out of the failure of the Association to properly maintain the Well Pump House, the Sewer Plant, and/or any Detention Pond. Neither the Well Pump House nor the Sewage Plant may be disconnected without Township approval.

Private Roads. The private roads, sidewalks and cul-de-sacs and related improvements as shown on the Condominium Plan and as installed by the Developer or the Association shall be regularly maintained, replaced, repaired and resurfaced as necessary by the Association. It is the preventative maintenance of the condominium road on a regular basis in order to maximize the use full life of the road and to minimize repair and replacement costs. The road shall be maintained by the Association in such manner as will allow unobstructed access throughout the Condominium. All repairs to the road and the road drainage system shall conform to the Green Oak Township private road standards and specifications for construction in effect at the time of repair. As an absolute minimum standard, road snow plowing by the Association shall take place when accumulated snow measures two (2) inches in depth; however, the Board of Director of the Association, in its discretion, any establish a more stringent standard for the plowing of snow. In the event that the Association fails to provide adequate maintenance, repair, replacement and/or snow plowing of the private roads, the Township may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies of

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maintenance, repair, replacement, and/or snow plowing be cured within a stated reasonable time period. If such deficiencies are not cured, the Township may undertake such maintenance, repair, replacement and/or snow plowing and the costs thereof plus an administrative fee to be determined by the Township but not exceeding twenty-five (25%) percent of such costs may be assessed against the Co-owners and collected as a special assessment on the next annual Township tax roll. The Association shall defend, indemnify and hold harmless the Township and its officials, employees and/or expenses arising out of the failure of the Association to properly maintain the road in the Condominium. Neither Green Oak Township nor the Board of County Road Commissioners of the County of Livingston has responsibility for the construction or maintenance and upkeep of the road within the Condominium project.

(b) Co-owner Responsibility. Each Co-owner shall be responsible for the maintenance, decoration, repair and replacement of the following:

- i. Each Co-owner shall be responsible for decorating, maintaining, repairing or replacing each and every part of his/her Unit, together with all improvements thereon, along with any portions of the yard of the Co-owner which lie within the right of way of any road, except those portions of any easement or right of way situated within the Condominium which exists primarily for the benefit of persons other than Co-owners. The exterior appearance of the building constructed within the unit shall be subject to the approval of the Association and to the reasonable aesthetic and maintenance standards prescribed by the association in duly adopted rules and regulations. Failure of any Co-owner to adhere to the maintenance and aesthetic standards shall entitle the association to enter upon such Co-owner's unit and to perform necessary maintenance, repair or replacement.
- ii. All costs of subsequent maintenance, repair and replacement of the private driveway for each unit shall be paid by the Co-owner of such Unit.

(c) Co-owner Negligence, Fault or Neglect. If the Association determines in its sole discretion, that maintenance, repair, decoration or replacement is required as a result of the failure of the Co-owner to perform his/her responsibility as set forth above, or is a result of the negligence, fault or neglect of a Co-owner, the Association may proceed to perform the required work. The cost of any such maintenance, repair, decoration or replacement performed by the Association shall be paid by the Co-owner and added to his/her periodic assessment. The Association may also proceed with all the remedies set forth in Articles II of the Condominium ByLaws.

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(d) Public Utilities. Public utilities furnishing services such as electricity, natural gas, cable television and telephone to the Condominium shall have access to the Common Elements and Condominium Units as may be reasonable for the reconstruction, repair or maintenance of such services. The associated costs incurred to reconstruct, repair or maintain such service shall be borne by the individual Co-owners, the utility company and/or by the Association, in relation to their responsibilities for continued operation thereof set forth in the Condominium documents, utility service agreements and applicable laws.

(e) Common Lighting. The Developer may (but is not required to) install common illuminating fixtures within the Condominium and to designate the same as common lighting as provided in Article IV, Section 1 (c) hereof. The common lighting may be installed on the General Common Elements. The costs for electricity and expenses of maintenance and repair of the common lighting shall be paid by the Association.

Section 4. Use of Units and Common Elements. A Co-owner shall not use his/her Unit or Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner in which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his/her Unit or the Common Elements. Use of the wastewater system is for Residential use only. The placement of waste into the wastewater system, other than Residential use, is prohibited. Any costs borne by the owner to pay for remediation due to the placement of harmful substances into the wastewater system shall be fully reimbursed by the person or persons that placed the harmful substance in the system.

Section 5. Co-Owner Responsibilities for the Perpetual Funding Mechanism for the Operation, Maintenance and Replacement of the Sewerage System and Water system.

(a) Each Co-Owner will be responsible for payment of appropriate charges/fees made for the use of the wastewater treatment services and drinking water services and payment of appropriate charges/assessed fees made into the perpetual escrow fund.

(b) A perpetual escrow fund shall be established and maintained solely for the use of operation, maintenance and possible replacement of those elements of the sewerage system and water system, other than those elements defined herein as limited common elements.

These funds are established solely for the use by the owner (use association or developer) of STONERIDGE SITE CONDOMINIUM in the event the owner is otherwise unable to sufficiently operate and maintain the sewerage system or the water system. The sewage system and the water system shall each have an escrow fund separate from any other fund established and held for STONRIDGE SITE CONDOMINIUM.

(c) The perpetual escrow fund for the sewage plant shall be initially established for a two year amount of operation, maintenance and possible replacement of the

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sewerage system as was certified by a Michigan licensed engineer and reviewed by the MDEQ for administrative completeness in the permit application process for a sewerage system construction permit under the authority of Part 41 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Additionally, not later than two years after the first day of operation of the sewerage system, this perpetual escrow fund shall be increased to the amount as was certified by the Michigan licensed engineer and reviewed for administrative completeness by the MDEQ for the 5 year amount of operation, maintenance and possible replacement of the sewerage system. This amount may be increased in the future as determined to be necessary by a Michigan licensed engineer; but shall never be decreased. If this fund is accessed for the sole purpose of operating, maintaining or completing necessary replacements of the sewerage system, notice shall be sent to the user association and the MDEQ within 10 days of the initial withdraw. The notice to the user association members shall include a description of the additional prorated fee for reimbursement of the escrow. Each Co-Owner consents and agrees to pay a prorated amount as identified herein, in the event the escrow funds or portion thereof are utilized for the operation, maintenance, repair, replacement or for other sewage treatment purposes of the entire sewerage system. The certified 5 year amount shall be achieved not later than five (5) years from the date of the initial withdraw.

ARTICLE V
UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each unit in the Condominium Project is described in the Condominium Plan of STONE RIDGE SITE CONDOMINIUM which is attached hereto as Exhibit "B". There are One Hundred Fifty Four (154) Units created for residential use in the Condominium Project established by this Mater Deed. Each Unit shall consist of space located within horizontal and vertical Unit boundaries as delineated on Exhibit "B" hereto together with all appurtenances thereto.

Section 2. Percentage of Value. The total value of the project is 100%. The determination of the percentages of value was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and concluding that there are no material differences. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the General Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. Accordingly, the percentage of value assigned to each of the (154) units shall be equal.

Section 3. Modification of Units and Common Elements By Developer. The size, location, nature, design or elevation of geographically proximate to any Units described in Exhibit "B", may be modified, revised or amended from time to time, in Developer's sole discretion, by amendment to this Master Deed effected solely by the Developer and its successors without the consent of any other person, so long as such

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modifications do not unreasonably impair or diminish the appearance of the Condominium or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit, General or Limited Common Element. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing. All such interested persons and entities irrevocably appoint Developer or its successors and assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and any other documents that are necessary to effectuate the foregoing.

Section 4. Relocation of Boundaries of Adjoining Units By Co-Owners. Boundaries between adjoining Condominium Units may be relocated at the request of the Co-owners of such adjoining Condominium Units with the approval of the mortgagees of the affected Units and Green Oak Township. Upon written application of the Co-owners of the adjoining Condominium Units, and upon the approval of the affected mortgagees and the Township, the Board of Directors of the Association shall prepare and execute an amendment to the Master Deed relocating boundaries. Such an amendment to the Master Deed shall identify the Condominium Units are being relocated by the agreement of the Co-owners thereof and such amendments shall contain and constitute the conveyance between those Co-owners. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium, from time to time, shall be deemed to have irrevocably and unanimously consented to such amendment to this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint the Association, through its Board of Directors, as agent and attorney-in-fact for the purpose of execution of such amendment to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of re-cording an entire Master Deed to Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and all the Exhibits hereto. The amendment shall be delivered by them and all reasonable costs for the preparation and recording thereof.

ARTICLE VI
EASEMENTS, RESERVATION, RESTRICTIONS AND ENABLEMENTS

Section 1. Association Easements Over Condominium Units. There shall be easements to and in favor of the Association, and its officers, directors agents and designees in, on and over all Units and Common Elements in the Project, for access to the Units and exterior of each of the residential dwellings that are constructed within the Project to permit the maintenance, decoration, repair and replacement thereof in accordance with the terms hereof. The individual Co-owners are responsible for the maintenance, repair and replacement of all structural elements contained within the respective Unit boundaries, including driveways, and for lawn mowing, the maintenance of landscaping and snow removal and debris removal from all sidewalks within each unit. In the event that a Co-owner fails or neglects to maintain the driveway, in an aesthetically pleasing and/or harmonious manner as may from time to time established by the

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Association in duly adopted rules and regulations adopted by the Board of Directors pursuant to its authority set forth in Article VI of the ByLaws (Exhibit "A" hereto), or fails to mow the lawn or otherwise maintain the landscaping or to keep the sidewalks within each unit free and clear of debris and snow, the Association may proceed as outlined in Article IV Section 3(c) of this Master Deed and to assess the Co-owner the costs thereof and to collect such costs as part of the assessments. There also shall exist easements in favor of the Association, and its officers, directors, agents and designees, in, on and over all Units and Common Elements of the Project, for access to and for maintenance of those Common Elements of the project for which the Association may from time to time be responsible. The Association shall neither be obligated to repair any dwelling or other improvement located within or appurtenant to a Unit as a Limited Common Element, to the extent repair is necessitated on account of an occurrence with respect to which a Co-owner is required under the Condominium Documents to maintain insurance coverage, nor shall the Association be obligated to make any capital expenditures of any type whatsoever with respect to such dwellings or improvements or to perform any maintenance or repairs thereon, except to maintain the integrity and operation of the wastewater appurtenances.

Section 2. Easements For Utilities, Reservation Of Right To Grant Easements For Utilities. Various utility installations exist within the Condominium and the Units are depicted on the Condominium Plan. By recording of this Master Deed perpetual utility easements, as depicted on Exhibit "B", are hereby dedicated and created in favor of all Units and the Owners thereof for the continued existence, maintenance, repair and replacement of such utilities, whether located above or below ground.

The Developer reserves, at any time during the development and sales period, the right to grant easements for utilities over, under and across the Condominium and all Units and Common Elements therein to appropriate governmental bodies or public utility companies and transfer to the of components of any system constructed by the Developer to Governmental bodies onto utility components. Such easement or transfer of title shall be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an amendment to this Master Deed and that shall be recorded in the Livingston County Records and by other written memorandum evidencing conveyance of personal property, as legally permissible. All of the Co-owners and mortgagees of Units and other persons interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be made to effectuate the foregoing grant of easement and to such transfer of title of the components of utility system.

Section 3. Grant Of Easements By Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the First Annual Meeting), shall be empowered and obligated to grant such easements, licenses, right-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the

Developer so long as the Development and Sales Period has not expired.

Section 4. Association and Developer Easements For Maintenance, Repair and Replacement. The Developer, the Association, and all public or private utilities including Green Oak Township and other governmental entities to whom its rights are assigned shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill and responsibilities to construction, maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform the under the Condominium Documents or ByLaws or to respond to any emergency or common need of the Condominium. The Developer, the Association and the entities supplying utilities shall not be liable to the owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due or payable with his/her installment of the annual assessments next falling due; further, a lien for non-payment shall attach to the unit as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action and foreclosure of the lien securing payment.

Section 5. Telecommunication Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development 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, utility agreements right-of-way agreements, access 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 and similar services (collectively "Telecommunications") to the Units. Notwithstanding the foregoing, in no event shall the Board of any 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 ordinance. Any and all sums paid by the telecommunications or any other company or entity in connection with such service, including fees if any, for the privilege of installing same, or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6. Easements for Storm Water Drainage, Strom Water Detention Area and Storm Water Drainage System. There shall exist easements over all Units for purposes of providing storm water drainage and retention, access and maintenance as designated on the Exhibit "B" Condominium Plan. In order to provide assurances that the storm water drainage designed for the Condominium Premises shall remain unimpeded no Co-owner shall in any way disturb the grade or otherwise modify the areas

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within such easements. Each Co-owner shall however, be solely responsible for installing, maintaining, repairing and landscaping materials located within any open storm drainage easement areas lying with such each Co-owner's Unit except as the same may be disturbed by the actions of the Association or any public agency jurisdiction in which event the Association or the public agency, as the case may be, shall repair and/or replace any landscaping materials disturbed by their respective activities.

Section 7. Open Space and Access Thereto. Any activity within the open space areas that will significantly impair or interfere with the natural and scenic values of the open space area is prohibited. The cost of maintenance and/or restoration of the open space areas within the Condominium shall be borne by the Association. In the event the Association fails to provide adequate maintenance or restoration of the open areas or the Township determines that all or any portion of the open space area to be a public nuisance, the Township may serve written notice of such failure or such determination upon the Association. Such written notice shall contain a demand that the deficiencies of maintenance and restoration or condition of nuisance be cured with a stated reasonable time period. If such deficiencies are not cured, the Township may undertake take such maintenance, repair, or replacement and the costs thereof plus an administrative fee of twenty-five (25%) of such costs shall be assessed against the Co-owners and collected as a special assessment on the next following annual Township tax roll.

Section 8. Public Services Vehicle Access Easement. There shall exist for the benefit of Green Oak Township and/or other emergency or public service agencies or authorities, an easement over the road and private drives in the Condominium for use by the emergency and or service vehicles of such agencies. The easement shall be for purposes in ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school bus and, mail package delivery, and other lawful governmental or private emergency or other reasonable and necessary services to the Condominium Project and Co-owners thereof. This grant of easement shall not be construed as a dedication of the roads and private drives to the public.

Co-Owners using the roads shall refrain from prohibiting, restricting, limiting or in any manner interfering with normal ingress and egress and use by any of the other Co-owners. Normal ingress and egress and use shall include use by the family, guests, invitees, vendors, tradesman's, delivery persons, and others traveling to or returning from any of Units and having a need to use the road. The Sidewalk in front of each Unit shall be maintained by each Co-Owner free from any items, toys, etc. Motorized Recreational Vehicles, Scooters, Bicycles, etc. may not be used on Sidewalks.

Section 9. Easement for Future Central Water Supply. The Developer by recording this Master Deed does hereby grant and convey to Green Oak Township the right to use the utility easements as depicted on Exhibit "B", and any replats, to construct, extend, enlarge or tie into the Township's water system upon the execution of all appropriate agreement between the parties and a resolution from Green Oak Township. The easement shall also be used for inspection, maintenance and testing services. The

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right to use the easements is condition of installation of a water supply system; restore any areas of the Condominium premises disturbed by the Township to like condition as existed prior to commencement of the Township's construction or maintenance activities. At the time of execution of this Master Deed the Township does not have plans to install a municipal water supply system. Upon Green oak Township supplying public water to the site, each unit within StoneRidge Site Condominium must connect to the system and pay the assessment fee for hook-up established by Green Oak Township at the time of hook-up.

Section 10. Easement for Future Sewer Connection. The Developer does hereby grant and convey to Green Oak Township permanent easements to construct, extend, enlarge or tie into the township sewer system, sewer lines. The easement shall also be used for inspection, maintenance and testing services. The right to use the easements is condition of installation of a Sewer system; restore any areas of the Condominium premises disturbed by the Township to like condition as existed prior to commencement of the Township's construction or maintenance activities. At the time of execution of this Master Deed the Township does not have plans to install a municipal Sewer system.

Section 11. Easement for Trails. There shall exist a 30' easement in favor of Green Oak Township along the north property boundary for trails, as depicted on Exhibit "B."

ARTICLE VII
CONSENT TO SPECIAL ASSESSMENT DISTRICT

Section 1. Permit. The wastewater treatment system will be established, constructed, owned, operated and maintained pursuant to, and subject to the provisions of Part 41 of the Michigan Natural Resources and Environmental Protection Act, MCLA 324.4101 et seq ("Act 451"), as amended. Section 4105 of Act 451 requires that a permit be applied for by the Developer/owner and issued by the Michigan Department of Environmental Quality ("MDEQ") prior to commencement of construction of the wastewater treatment system.

Section 2. Consent to Establishment of Sewer Assessment District (SAD). The Co-Owners, on behalf of themselves and their respective heirs, devisees, personal representatives, successors and assigns, and with the express intent to bind, and run with, their respective Units and the User Association Premises in perpetuity, hereby irrevocably consent to choose to grant the Association the authority to assess a user fee to each Unit to be paid in quarterly payments to the Association. In connection therewith, the Association, its officers, directors, and members covenant and agree to enter into, and execute, any and all documentation from time to time determined by the Municipality and its attorneys to be necessary for the establishment of such SAD.

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Section 3. Indemnification; Assignment of Lien Rights. In connection with the foregoing, the Co-Owners authorize and empower the Owner and/or the Association's President and Vice President, or any of them, to enter into and execute such indemnification agreement or agreements as may be required by the Municipality of Green Oak Township to evidence the indemnity undertaking of the Association hereunder. Further, the Association shall be deemed to have collaterally assigned to the Municipality of Green Oak Township the Association's lien rights under the Association Documents, for the purpose of funding the expenses, if any, incurred by the Municipality in carrying out any future undertaking with respect to the operation and maintenance of the wastewater treatment system, if for any reason the contemplated SAD is not established, or if established, is determined to be invalid.

ARTICLE VIII
CONSENT TO ON-SITE WATER PLANT

The Development shall be served water by an on- site water plant (Well House) and two wells. The well house shall be operated and maintained as required by the Department of Environmental Quality (MDEQ). A letter of Credit has been posted with the MDEQ in the amount of \$15,400.00 as surety to insure the well house is properly maintained and operated.

Each of the Co-Owners, on behalf of themselves and their respective heirs, devisees, personal representatives, successors and assigns, and with the express intent to bind, and run with, their respective Units in perpetuity, hereby irrevocably consent to choose to grant the Association the authority to assess a flat user fee to each Unit to be paid in quarterly payments. The initial usage fee shall be \$105.00 per quarter and shall be billed in advance and must be paid by the first day of the first month of each quarter. The usage fee shall be adjusted annually as required to cover management, operation, maintenance and overhead costs. In the event a Co-Owner fails to make the required payments when due, the Association shall pay such fees from it's general fund and shall take enforcement actions as defined by the Master Deed and Bylaws including placing a lien and ultimate foreclosure on the Co-Owners residence.

In connection therewith, the Association, its officers, directors, and members covenant and agree to enter into, and execute, any and all documentation from time to time necessary to provide access throughout the site and to retain a State of Michigan Certified Contractor to operate and maintain the well house and the water distribution system.

ARTICLE VIII
AMENDMENT

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This Master Deed and the Condominium Plan (Exhibit "B" to said Master Deed) may be amended with the consent of sixty-six and two-thirds (66-2/3%) percent of all of the Co-owners and only after the expiration of the Development and Sales period except as otherwise hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified without the consent of the Co-owner and mortgagee of such Unit and the Township nor any the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant and the Township.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendment shall require the approval of sixty-six and two-third (66-2/3%) percent of all mortgages of record, allowing one (1) vote for each mortgage held.

Section 3. By Developer. Prior to the expiration of the Development and Sales Period described in this Master Deed, the Developer may, without the consent of any Co-owner, Mortgagee, or any other person, amend this Master Deed and the Condominium 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 Condominium, including, not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing Development Authority or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages. The foregoing amendments may be made without the consent of the Co-owners or mortgagees.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and corresponding proportion of common expenses assessed against such Co-owner shall not 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 without like consent, except as provided in Master Deed and/or the Bylaws.

Section 5. Termination, Vacation, Revocation And Abandonment. The Condominium may not be terminated, vacated, revoked or abandoned without the written consent of the Developer (during the Development and Sales Period) together with eighty (80%) percent of the non-Developer Co-owners and as otherwise allowed by law.

Section 6. Developer Approval. These master Deed and Bylaws shall not be amended nor shall the provisions therefore be modified by any other amendment to this

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Master Deed without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of construction of residential units on the Condominium Premises. During the time period referenced in the preceding sentence, no portion of this Master Deed, the ByLaws attached hereto as Exhibit "A", the Plan attached hereto as Exhibit "B" may be amended in any manner so as to materially affect and/or impair the rights of the Developer, unless said amendment has received the prior written consent of the Developer. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefited thereby. 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, any be assigned by the Developer to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate written instrument duly recorded in the Office of the Livingston County Registered of Deeds.

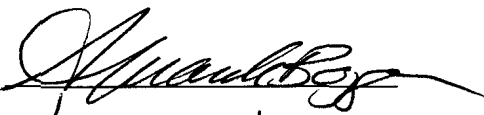
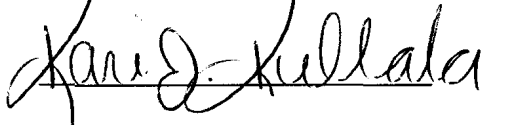
Section 7. Consent of Township Required. Anything herein to the contrary notwithstanding, Article VI, Sections 6, 7, 8, 9 & 10 of this Master Deed shall not be amended without the consent of the Township.

ARTICLE X
DEVELOPER'S RIGHT TO USE FACILITIES

The Developer, its agents, representatives, employees, successors and assigns may, at all times that Developer continues to own any Units, subject to Township approval, maintain offices, model Units, parking, storage areas and other facilities within the Condominium Project and engage in such other act as it deems necessary to facilitate the development and sale of the Project. Developer shall have such access to, from and over the Project as may be reasonable to facilitate the development and sale of Units in the Condominium Project. In connection therewith, Developer shall have full and free access to all Common Elements and unsold Units.

IN WITNESS WHEREOF, the undersigned Developer has executed this Master Deed on the date indicated.

WITNESSES:

DEVELOPER:
Stone Ridge Communities L.L.C

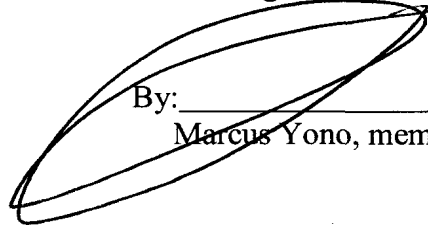

By: _____
Marcus Yono, member

EXHIBIT A
BYLAWS OF STONE RIDGE SITE CONDOMINIUM

ARTICLE I
ASSOCIATION OF CO-OWNERS

STONE RIDGE CONDOMINIUM, a residential Condominium located in Green Oak Township, County of Livingston, State of Michigan, shall be administered by an Association of Co-owners which shall be a nonprofit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium in accordance with the Master Deed, these Bylaws referred to in the Master Deed and required by Section 3 (8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-Owner, including the Developer, shall be a member of the Association. 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 in the Condominium. A Co-Owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve of other asset of the Association. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Condominium Documents for the Condominium available at reasonable hours to Co-Owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Co-Owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth on the aforesaid Condominium Documents.

ARTICLE II
ASSESSMENTS

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

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute expenditures affecting the administration of the Condominium, and all sums received as the proceeds of, or pursuant to, a 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 shall constitute receipts affecting the administration of the Condominium, within the meaning of Section 54 (4) of the Act.

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

(a) Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Co-Owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget each Unit Co-Owner shall continue to pay each periodic fiscal year until notified of the periodic payment which is due more than ten (10) days after such new annual or adjusted budget is adopted. 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 periodic payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a non-accumulative basis. Since the minimum standard required by the Section may prove to be inadequate for this particular Condominium, the Association of the Co-Owners should carefully analyze the Condominium to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of any annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-Owner but shall not affect 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, management, maintenance and capital repair of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding One Thousand (\$1,000.00) Dollars, in the aggregate, annually or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional or special assessment or assessments without Co-owner approval as it shall deem to be necessary. The discretionary authority of the Board of Directors to levy general, additional or special assessments pursuant to this subsection shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special assessments, other than those referenced in subsection (a) of this Section 2, may be made by the Board of Directors from time to time and approved by the Co-Owners as hereinafter provided, to meet other needs or requirements by the Association, including, but not limited to: (1)

assessments for additions to the Common Elements of an aggregate cost exceeding \$1,000.00 per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose nor elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection 2 (a) above which may be levied without the prior approval of more than fifty one (51%) percent of all Co-Owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association of the members thereof.

Section 3. Apportionment of Assessments; Default in Payment. Unless otherwise provided herein, all assessments levied against the Co-Owners to cover expenses of administration shall be apportioned among and paid by the Co-Owners in accordance with the percentage of value allocated of each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Any unusual expenses of administration which benefit less than all of the Condominium Units in the Condominium may be specially assessed against the Condominium Unit or Condominium Units so benefited and may be allocated to be benefited Condominium Unit or Units in the proportioned which the percentage of value of the benefited Condominium Units bears to the total percentages of value of all Condominium Units so specially benefited. Annual assessments as determined in accordance with Article II, Section 2 (a) above shall be payable by the Co-Owners in quarterly or other periodic installments commencing with acceptance of the Deed to, or a land contract purchaser's interest in, a Unit, or with the acquisition of simple fee 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 in the amount of \$10.00, or such other amount as may be determined by the Board of Directors effective upon fifteen (15) days notice to members of the Association, shall be assessed automatically by the Association upon any assessment in default until paid in full. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear interest at the rate of seven (7%) percent per annum or such higher rate as may be allowed by law until paid in full. Each Co-Owner (whether one or more persons) shall be, and remain, personally liable for the payments of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the subject Condominium Unit which are levied up to and including the date upon which the land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied first, to any late charges on such installments; second, the costs of collection and enforcement of payment, including reasonable attorney's fees and finally to installments in default in order of their due dates, earliest to latest.

Section 4. Waiver of use or Abandonment of Unit; Uncompleted Repair Work. 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, or because of incomplete repair work, or the failure of the Association to provide service to the Condominium.

Section 5. Enforcement. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments, or both in accordance with the Act. Pursuant to Section 139 of the Act, no Co-Owner may assert in answer or set-off to a complaint brought by the Association for nonpayment of assessments the fact that the Association or its agents have not provided the services or management to the Co-Owner. Each Co-Owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgagees by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-Owner and every other person who from time to time has any interest in the Condominium, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by the applicable law. The Association, acting on behalf of all Co-Owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Condominium Unit. Each Co-Owner of a Unit in the Condominium acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this Section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address of a written notice that one or more installments of the annual assessment and/or a portion or all of a special 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 ten (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 Affidavit'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 Livingston County prior to the commencement any foreclosure proceeding, but it need not have been recorded as of the date of the mailing as aforesaid. If the delinquency is not cured within

the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under the Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the Co-owner and shall inform the Co-owner that he may request a judicial hearing by bringing suit against the Association. The expenses incurred by collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit, or any other obligation of a Co-owner which, according to these bylaws, may be assessed and collected from the responsible Co-owner in the manner provided in Article II hereof, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which said delinquency continues) and/or all unpaid portions of installments of the special assessment, if applicable, immediately due and payable. The Association may also discontinue the furnishing of any utility or other services except wastewater treatment services, to a unit after notifying the Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Condominium except the wastewater treatment facilities, shall not be entitled to vote at any meeting of the Association, and shall not be entitled to run for election as a director or be appointed an officer of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him as provided by the Act.

Section 6. Liability of Mortgagees. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Condominium 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 occur 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 of all Units including the mortgaged Unit).

Section 7. Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the Association assessments, except with respect to occupied Units that it owns. An occupied Unit is one which is occupied as a residence. The Developer shall independently pay all direct costs of maintaining completed Units for which it is not required to pay Association assessments and shall not be responsible at any time for payment of Condominium assessments or payment of any expenses whatsoever with respect to un-built Units notwithstanding the fact that un-built Units may have been included in the Master Deed. The Developer shall, in no event, be liable for any assessment levied in whole or part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, its directors, officers, principals, affiliates and/or the first Board of Directors of the Association or any directors of the

Association appointed by the Developer, or any cost of investigating and preparing such litigation or claim or any similar or related costs.

Section 8. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 9. Special Water and Special Sewer Assessments. The individual Co-owners shall be responsible for any water and special sewer assessments which may be levied by Green Oak Township against the respective Units in the Condominium upon establishing a Sewer district.

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. 479 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. Pursuant to the provisions of the Act, the purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments thereon, whether regular or special, and related collection costs. Upon written request to the Association, accompanied by a copy of the executed purchase agreements pursuant to which the purchaser holds the right to acquire the Unit, the Association shall provide a written statement of such unpaid assessments and related collection costs as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessment as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments together with interest, costs, attorneys' fees incurred in the collection thereof, 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. The Association may charge such reasonable amounts for preparation of such a statement as the Association shall, in its discretion, determine.

ARTICLE III **ARBITRATION**

Section 1. Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any

disputes, claims or grievances arising among or between Co-owners, or between a Co-owner(s) and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances, and written notice to the Association, if applicable, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of the 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. Any agreement to arbitrate pursuant to the provisions of this Article III, Section 1 shall include an agreement between the parties that the judgment of any Circuit Court of the State of Michigan may be rendered upon any award rendered pursuant to such arbitration.

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

Section 3. Election of Remedies. Election by the parties to any such disputes, claims or grievances to submit such disputes, claims or grievances to arbitration shall preclude such parties from litigating such disputes, claims or grievances to the Courts.

Section 4. Co-owner Approval for Civil Actions Against Developer and First Board of Directors. Any civil action proposed by the Board of Directors on behalf of the Association to be initiated against the Developer, its agents assigns, and/or the First Board of Directors of the Association, for any reason, shall be subject to approval by a vote of fifty-one (51%) percent of all Co-owners, and notice of such proposed action must be given in writing to all Co-owners.

ARTICLE IV **INSURANCE**

Section 1. Extent of Coverage. The Association shall, to the extent appropriate, given the nature of the General Common Elements of the Project, carry extended coverage, vandalism and malicious and liability insurance (in a minimum amount to be determined by the Developer or Association in its discretion, but in no event less than One Million (\$1,000,000.00) Dollars per occurrence), officers' and directors' liability insurance, and worker's compensation insurance, is applicable, and any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the General Common Elements and such insurance shall be carried and administered in accordance with the following provisions:

- (a) Responsibilities of Association. All such insurance shall be purchased by the Association for the benefit of the Association, the Developer and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to be the mortgagees of Co-owners, upon request of a mortgagee.

- (b) Insurance of Common Elements. All General Common Elements of the Condominium project shall be insured against perils covered by a standard extended coverage endorsement, if applicable and appropriate, in an amount equal to the current insurable replace value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.
- (c) Premium Expenses. All premiums on insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.
- (d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring the repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than repair, replacement or reconstruction of the Condominium unless all the institutional holders of first mortgages on Units in the Condominium have given their prior written approval.

Section 2. Authority of Association on Settle Insurance Claims. Each Co-owner, by ownership of a unit in the condominium, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the General Common Elements of the Condominium Project, there of with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premium therefore, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Document, to execute releases of liability and to execute all documents and to do all the things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing. Unless the Association obtains coverage for the dwelling within the Unit pursuant to the provisions below, the Association's authority shall not extend to insurance coverage on any dwelling.

Section 3. Responsibilities of Co-owners. Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the dwelling and all other improvements constructed or to be construction within the perimeter of his or her Condominium unit and for his or her personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. All such insurance shall be carried by each Co-owner in an

amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each Co-owner shall deliver certifications of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner hereunder. In the event of the failure of a Co-owner to obtain such insurance or to provide evidence thereof to the Association the Association may obtain such insurance on behalf of such Co-owner and the premiums therefore shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with these Bylaws. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his or her Unit and the improvements located thereon, and also for any other personal insurance coverage that the Co-owner wishes to carry. Such insurance shall be carried in such minimum amounts as may be specified by the Association and such coverage shall not be less than \$1,000,000.00 (and as specified by the Developer during the Development and Sales period) and each Co-owner shall furnish evidence of such coverage to the Association or the Developer upon request. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section or any liability to any person for failure to do so.

Section 4. Waiver of Right of Subrogation. The Association and all Co-owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Co-owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

Section 5. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorney's 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 is so required by the Association (or the Developer during the Development and Sales Period). This Section shall not be construed to give any insurer any subrogation right or to her right or claim against any individual Co-owner, however.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. In the event of any part of the Condominium property shall be damaged, the determination of the whether or not is shall be made in the following manner:

(a) General Common Elements. If the damaged property is a General Common Element, the damaged property shall be rebuilt/repared unless all of the Co-owners and all of the institutional holders of first mortgages on any Unit in the Project unanimously agree to the contrary; provided, however, that this Section shall not affect the right of the Township to require maintenance, repair and

replacement of the Public Road and Storm Water Drainage System and any Detention Ponds as set forth in applicable provisions of the Master Deed.

(b) Unit or Improvements Thereon. If the damaged property is a Unit or any improvements thereon, the Co-owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such Co-owner shall be responsible for any reconstruction or repair that he or she elects to make. The Co-owner shall in any event remove all debris and restore his Unit and the improvements thereon to a clean appearance pursuant to the provisions of these Bylaws as soon as reasonably possible following the occurrence to the damage.

Section 2. Repair in Accordance with Master Deed. Any such reconstruction or repair of an improvement within the General Common Elements shall be substantially in accordance with the Master Deed and original plans and specifications of the improvements unless the co-owner shall unanimously decide otherwise subject to any applicable building code requirements and other ordinance requirements of the Green Oak Township or State or Federal requirements.

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

Section 4. Timely Reconstruction and Repair. If damage to the General Common Elements adversely affects the appearance of the Condominium Project, the Association shall proceed with replacement of the damaged property without delay, and shall complete such replacement within six (6) months after the date of the occurrence which caused damage to the property.

Section 5. Eminent Domain. Section 133 of the Act and the following shall control upon taking any eminent domain:

(a) Taking of Unit or Improvement Thereon. In the event of any taking of all or any portion of a Unit or any improvement thereon by eminent domain, the award for such taking shall be paid to the owner of such Unit and the mortgagee

thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and those mortgagee shall, after acceptance of the condemnation award therefore, be divested of all interest in the Condominium Project.

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

(c) Continuation of Condominium After Taking. In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article VI of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the Condominium of one hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of 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 promptly 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 6. Mortgages Held By FHLMC; Other Institutional Holders. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefore by FHLMC, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000.00 in amount or if damage to a Condominium Unit covered by a mortgage purchased in whole or in part of FHLMC exceeds \$1,000.00. The Association shall provide such other reasonable notice as may be required, from time to time, by other institutional holders of mortgages upon Units.

Section 7. 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

In order to provide for congenial occupancy of the Condominium, all of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. Residential Use. Each Unit in the Condominium shall be occupied by a single family, only, and shall not be used for other than single-family purposes and the Common Elements shall only be used for purposes consistent with those set forth in these Bylaws. No Unit shall be used for commercial or business offices. The provisions of this Section shall not be construed to prohibit a Co-owner from maintaining a personal professional library, keeping personal, professional or business records or handling personal business or professional telephone calls in a dwelling constructed upon a Unit.

Section 2. Leasing and Rental

(a) Right to Lease. A Co-Owner may lease or sell his or her Unit for the same purposes set forth in Article 6 Section 1 above; 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 a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-Owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy, 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.

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

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

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

(c) Violation of Condominium Documents by Tenants or Non Co-Owner Occupants. If the Association determines that the tenant or non Co-Owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

- (1) The Association shall notify the Co-Owner by certified mail advertising of the alleged violation by the tenant or non Co-Owner occupant.
- (2) The Co-Owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or non Co-Owner occupant or advise the Association that a violation has not occurred.
- (3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its own behalf or derivatively by the Co-Owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non Co-Owner occupant and simultaneously for money damages in the same action against the Co-Owner and tenant or non Co-Owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this subsection may be by summary proceeding. The Association may hold the tenant or non Co-Owner occupancy and the Co-Owner liable for any damages caused by the Co-Owner or tenant or non Co-Owner occupant in connection with the Condominium Unit or 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 Site 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.

Section 3. Architectural Control, Alterations and Modifications of Units and Common Elements. The Developer of the Project intends that there shall be constructed on each unit a residential dwelling and certain other improvements within the boundaries of each of the Condominium Units in the Project in conjunction with the sale of such Units to individual Co-owners.

- (a) Licensed Builder. With prior written consent by the Developer, a Co-

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owner may engage the services of a licensed builder other than the Developer to construct improvements (including the residential dwelling) within the boundaries of or appurtenant to a Condominium Unit. In such event, Developer shall be entitled to require that such builder or Co-owner furnish to the Association adequate security, in Developer's discretion, to protect the Association against costs and expenses which it might incur in connection with the failure to complete construction in a timely and diligent manner in accordance with the approved plans and specifications for the dwelling and its appurtenances.

(b) Driveways. All driveways shall be constructed of asphalt, concrete or brick pavers with suitable sub-base support. The construction of driveways shall be completed within a three month period after occupancy of a residential structure, weather permitting, but in no event later than 12 months after occupancy of that Unit.

(c) Foundations. All structures shall be erected upon a foundation with a full basement. All footings shall be constructed on suitable permanent material extending below the frost line.

(d) Garages/Outbuildings. All garages shall be attached to a residence. No Carport, Shed or Outbuilding shall be constructed on any unit.

(e) Chimneys. Any chimney attached to an outside wall shall be covered with wood, brick or stone.

(f) Exterior Colors. All shingles and siding must be made of natural earth tone colors. There shall be not more than a total of five (5) exterior colors for any home, including brick/stone, roof and siding colors. All colors shall be natural earth tones. Colors such as pink tones, purple tones, medium/dark blue tones, and medium/dark green tones are prohibited.

(g) Construction Materials. Only new materials and no used materials shall be used in the construction of a residential structure. Metal and flat roofs are prohibited.

(h) Signage. There shall be no signage or banners of any type on the exterior of a home or within any of the yard areas. This section shall include real estate sale signs and for rent/lease signs. All such signage must be located within the interior of the residence visible from one street facing window. A maximum of one sign shall be allowed with maximum dimensions of 30 inches wide by 30 inches high. This section does not apply to builder signs marketing the sale of new construction home.

(i) Lighting. All exterior lighting, including lamps, post and lighting fixtures

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for any residence or garage shall be located and be of such intensity so as not to create a nuisance to neighboring units.

(j) Pools, Jacuzzis, and Hot Tubs. In-ground swimming pools, Jacuzzis and hot tubs may be installed as permitted by Green Oak Township. Above-ground swimming pools are permitted provided they have a minimum of 2 foot wide decking surrounding the entire perimeter of the pool. Free-standing swimming pools are not permitted except for Vinyl Kiddie pools which can not exceed 100 square feet in size.

(k) Patios, Decks. Patios may only be constructed in the rear of any home and must be constructed of concrete or brick pavers. Decks and associated steps must be constructed of wood and/or Trex or similar materials. Deck rails must be constructed of wood/aluminum/wrought iron or similar materials. Solid Privacy walls on decks are permitted as long as they are constructed of the same material as the deck and the total height does not exceed 48 inches. All Patios and decks must be in accordance with the regulations of the Green Oak Township.

(l) Fences. Decorative fencing is permitted and may only be installed from the rear of the home (back of foundation) to the rear property line and must not exceed a maximum height of 48 inches. Farm Fencing and chain link fencing is prohibited. Privacy fences of any kind are not permitted except to provide a barrier for Swimming Pools. All pool fences must meet the regulations of the Green Oak Township Zoning Ordinance.

(m) Dog Kennels and Dog Runs. Dog kennels and dog runs of any kind are not permitted.

(n) Mailboxes. Each Co-owner shall be responsible to supply and maintain a mail box. A standard mail box may be specified by the Developer for use by all residents.

(o) Unfinished and Temporary Structures. No unfinished or temporary structures may be occupied as a residence at any time prior to completion in accordance with approved plans and/or issuance of a certificate of occupancy.

(p) Exterior Mechanical Equipment. All mechanical heating and air conditioning equipment including, but not limited to, compressors and pads that shall be located outside of a residence constructed upon a unit shall be located at the rear or left/right side rear of the residence.

(q) Unit Grade. The established grade of a each home site shall not be changed.

(r) Special Maintenance. The Association may also, in its discretion, require as a condition of approval of any plans, an agreement for special assessment for

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increased maintenance charges from any Co-owner whose proposed dwelling appurtenances and related improvements will cause the Association abnormal expenses in carrying out its responsibilities with respect thereto under the Master Deed. 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.

(s) Lawn and Trees. **The Co-owner of each unit shall plant, install and maintain a minimum of two (2) trees as depicted on the Development Landscape Plan and lawn on his/her unit.** One tree must be located in the front of and the other within the rear yard area. All trees shall be a minimum of 2.5 inches in caliper and must be one of the following types: maple, oak, elm, pine, birch, spruce, wild cherry, douglas fir or tuliptree. The trees shall be installed and the lawn shall be seeded as soon as possible after occupancy of a home, weather permitting. In the event the trees are not installed or the lawn is not established within twelve months of the date of occupancy then the Association may exercise the remedies as described in this Master Deed and Bylaws.

(t) Developer's Improvements. Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from any person or entity, subject only to the express limitations contained in the Condominium Documents.

(u) Sump Pumps. Sump pumps must not be connected to the sanitary sewer system under any circumstances.

(v) Assignment of Developer's Rights. Developer's rights under this Article may, in Developer's discretion, be assigned to the Association or other successor to Developer.

Section 4. Residential Building Setbacks. Except as may be permitted by the appropriate officials of Green Oak Township, the following setback requirements shall apply as depicted on the Site Plan. Buildings, decking and structures of any types are not permitted within the setback areas. The setback requirements do not apply to walkways, driveways and concrete patios.

(a) Front Yard. All portions of any residence, including residences on corner Units, shall have a front yard setback of at least 25 feet from the edge of any private road right of way.

(b) Side Yard. Except as provided in the approved site plan, the side yard setback from the property line to the residence shall be at least 5 feet on each side of the Unit for Small Home Sites and 5 feet on one side and 10 feet on the other side of each Medium and Large Home Sites.

(c) Rear Yard. Except as provided in the site plan, the rear yard setback from the property line shall be at least 25 feet to the residence.

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Section 5. Minimum Floor Space and Size. No dwelling shall be built on any unit which has living area floor space less than or more than the following:

- (a) Small Home Sites - 900 sq. ft minimum, 1100 sq. ft maximum
- (b) Medium Home Sites – 1400 sq. ft minimum, 2000 sq. ft maximum
- (c) Large Home Sites – 1900 sq. ft minimum, 2700 sq. ft. maximum
- (d) “Living Area” includes the actual area within the outer surfaces of the outside walls, including any finished living area which is above an enclosed porch or garage but excluding a garage, basement or unheated porch.

Section 6. Occupancy. No structure shall be occupied as living quarters unless and until the structure shall be completed; including exterior staining or painting, according to approved plans and a temporary or permanent occupancy permit has been issued by the governmental unit having jurisdiction over the construction and use of the structure.

Section 7. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved.

Section 8. Pets. All units within Stone Ridge must comply with the following: No animal, except common domesticated household pets shall be kept and maintained by any Co-owner unless they comply with Green Oak Township ordinance. Each Co-owner shall be responsible for the collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No animals shall have such care or 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.

Section 9. Aesthetics. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. In general, no activity shall carried on nor condition maintained by the Co-owner either in his Unit

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or upon the Common Elements, which is detrimental to the appearance of the Condominium.

- (a) Refuse, Storage and Pickup. No refuse pile, compost heap, or other unsightly or objectionable materials shall be allowed to remain on any Unit. Refuse, building materials, garbage or debris of any kind shall be kept contained and properly disposed of in a manner that is not offensive or visible to other Co-owners in the Condominium. Trash receptacles shall be stored in an unobtrusive location on the Units and located behind the rear building line.
- (b) Hanging of Clothes. The Common Elements and individual Units shall not be used in any way for the drying and airing of clothing or other fabrics. Clothes lines and clothes poles may not be erected.
- (c) Porch and Patio Furniture. No storage or unsightly condition shall be maintained on any patio, porch or deck and only furniture and accessories consistent with the normal and reasonable use of such areas shall be permitted to remain thereon during seasons when such areas are reasonably in use. Furniture and accessories shall not be stored thereon during seasons when such areas are not reasonably in use
- (d) Modification of Approved Building Plan. In connection with any maintenance, repair, replacement, decoration or redecoration of a residence of a residence, improvements or appurtenances located on a Unit, no Co-owner shall modify the design, or any other major components which are visible from a Common Element or another Unit without the express written permission of the Architectural Control Committee.

Section 11. Common Element Maintenance. Yards, landscaped areas, driveways, and the road shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the Common Elements. Use of any amenities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations; provided, however, that use of any amenities in the Condominium shall be limited to resident Co-owners who are members in good standing of the Association and to the tenants, land contract purchasers and/or other non Co-owner occupants of Condominium Units in which the Co-owner does not reside; provided, further, however, that the nonresident Co-owners of such Condominium Units are members in good standing of the Association.

Section 12. Vehicles, Trailers and Boats. No house trailers, trucks exceeding 6500 pounds, recreational vehicles, vans or similar vehicles, such as club wagons, boat trailers, boats, camping vehicles, camping trailers, mobile homes, dune buggies, motor homes, all terrain vehicles, snowmobile trailers or vehicles other than automobiles, vans and general purpose trucks (collectively called vehicles) may be parked or stored upon the premises of the Condominium, unless parked in garages, or unless specifically

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approved by the Association. Nothing herein contained shall be construed to require the Association to approve the parking or storage of such vehicles or to designate such an area. The Association shall not be responsible for any damages, costs or other liability arising from any failure to approve the parking or storage of such vehicles or to designate an area therefore. A Co-owner shall possess and keep no more than three (3) automobiles in the Condominium, unless the Board of Directors specifically approves in writing otherwise. Co-owners shall not park their automobiles overnight on the Condominium Premises except in their respective garages, or in the driveways adjacent to their respective garages (subject to the restrictions contained in the first sentence of this Section), unless the Board of Directors otherwise specifically grants approval to do so. Inoperable vehicles and vehicles not currently licensed (if required by law) shall not be parked or stored on the Condominium Premises, except within a garage. Non-emergency maintenance or repair of motor vehicles shall not be permitted on the Condominium Premises. The Association may cause vehicles parked or stored in violation of this Section to be removed from the Condominium Premises and the cost of such removal may be addressed to and collected from the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided hereof without liability to the Association. The Board of Directors may Promulgate reasonable rules and regulations governing the parking of vehicles in the Condominium consistent with the provisions hereof.

Section 13. Street Parking. No overnight parking of motor vehicles, recreational vehicles, trailers or other vehicles is allowed on the road located in the Condominium Project.

Section 14. Tree Removal.

- (a) Trees 6 inches in trunk diameter may only be removed when they are located within 30 feet of the house foundation, 10 feet of the garage walls or 5 feet of the driveway and walkway area. Dead trees may be removed but only upon the approval of the Association.
- (b) All construction access to any Unit shall occur within the limits of the proposed access drives.
- (c) All excavation on any Unit shall be planned to eliminate/minimize the impact upon existing vegetation.

Section 15. Maintenance and Use of Open Space Areas. The Association shall undertake and/or supervise and control any programs of use, maintenance or restoration of the Open Space Areas which it determines to be appropriate to preserve the desirable features of the natural environment or restore previously existing features of the environment of the Open Space Areas which may have deteriorated. Any maintenance or restoration shall be conducted after the approval, if applicable, of the Michigan Department of Natural Resources, the Township or as otherwise required by the applicable law, including Part 303 of the Natural Resources Environmental Act, MCL 324.30301 et seq. and the Inland Lakes and Streams Act of 1972, P.A. 1972 No. 346, as

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amended, or their successor enactments. The following uses and practices, though not an exhaustive recital of consistent uses and practices, are desirable and not precluded.

(a) The establishment of a system of trails constructed through or over Wetland Buffer Areas (subject, as to Wetlands, the approval of the Michigan Department of Natural Resources as provided in applicable law) over portions of the Open Space Area; in a manner which protects the Open Space Areas through the low-impact activities of hiking and observation;

(b) The use by all Co-owners of the Open Space Areas for passive recreation, hiking along the trail system establishment or to be established through the Open Space Areas;

(c) The removal of dead or dying vegetation and debris within the Open Space Area so that the enjoyment of the Open Space Areas by the Co-owners may be enhanced, and, if considered desirable by the Association, to replace any removed vegetation with native plant materials;

The following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are inconsistent with the intent and the purposes of this Section and are therefore prohibited;

(d) Any commercial or industrial use or activity within the Open Space Areas/wetlands;

(e) The construction of any building, structures or other improvements, including utility poles, except in connection with the construction of a trail system provided for herein;

(f) The dumping or other disposal of any refuse in the Open Space Areas/wetlands;

(g) Any use or activity that causes or presents a substantial risk of causing soil erosion;

(h) The cutting of live trees or other plant materials, except as necessary to control or prevent imminent fire hazard or to restore natural habitat areas or promote native vegetation;

(i) The construction, maintenance or erection of any signs or billboards within the Open Space Areas/wetlands, except for non-obtrusive trail signs of any type and character consistent with a system of natural trails;

(j) The use of off-road vehicles, whether self-propelled or powered by engines;

(k) Chemical spraying of emergent wetland vegetation except to protect native plant materials;

(l) The introduction of non-native plant or animal species which may compete with or result in the decline or elimination of native species of plants and animals.

Section 16. Fertilizer. No lawn area located on a Unit or portion thereof may be fertilized with any compound which contains the nutrient phosphorous, unless a soil test submitted to and approved by the Association, discloses a material phosphorous deficiency.

Section 17. Regulations the Association may Implement. The Association may implement reasonable regulations consistent with the Master Deed and By Laws. The Master Deed and these Bylaws, concerning the use of the Condominium may be amended from time to time by the Board of Directors of the Association, including the First Board of Directors (or its successors appointed by the Developer prior to the first Annual Meeting of the entire Association held as provided in these Bylaws). Copies to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners, except that the Co-owners may not revoke any regulation prior to the First Annual Meeting of the entire Association. The Township shall be notified of the regulations and changes thereto.

Section 18. Disposition of Interest in Unit by Sale or Lease. No Co-owner may dispose of a Unit in the Condominium, or any interest therein, by a sale or lease without complying with the following terms or conditions:

(a) Notice to Association; Co-owner to Provide Condominium Documents to Purchaser or Tenant. A Co-owner intending to make a sale or lease of a Unit in the Condominium, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser or lessee and such other information as the Association may reasonably require. Prior to the sale or lease of a Unit, the selling or leasing Co-owner shall provide a copy of the Condominium Master Deed (including Exhibits "A" and "B" thereto) and any amendments to the Master Deed, to the proposed purchaser or lessee. In the event a Co-owner shall fail to notify the Association of the proposed sale or lease or in the event a Co-owner shall fail to provide the prospective purchaser or lessee with a copy of the Master Deed referred to above, such Co-owner shall be liable for all costs and expenses, including attorney fees, that may incurred by the Association as a result thereof or by reason of any noncompliance of such purchaser or lessee with the terms, provisions, and restrictions set forth in the Master Deed; provided, however, that this provision shall not be construed so as to relieve the purchaser

or lessee of his obligations to comply with the provisions of the Condominium Documents.

(b) Developer and Mortgagees Not Subject to Section. The Developer shall not be subject to this Section on the sale or, to the extent provided for in Article VI, Section 2(b), the lease of any Unit in the Condominium which it owns, except nor shall the holder of any mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, be subject to the provisions of this Section.

Section 19. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, 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 or the improvements thereon. Each Co-owner shall be responsible for damages or costs to the Association, or to other Co-owners, as the case may be, resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, tenants, land contract purchasers, agents or invitees, unless such damages or costs are covered by insurance carries by the Association in which case there shall be no such responsibility (unless full 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 or to other Co-owners, as the case may be, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. The Co-owners shall have the responsibility to report to the Association any portion of the Common Elements which has been damaged or which is otherwise in need of maintenance, repair or replacement.

Section 20. Developer's Rights to Furtherance of Development and Sale. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period, or of the Association in furtherance powers and purposes set forth herein and in its Articles of Incorporation as the same may be amended from time to time. However, any signs or billboards erected shall be in compliance with applicable Township codes and regulations. Notwithstanding anything to the contrary elsewhere herein contained, the Developer shall have the right to maintain a sales office, a business office, a construction office, model Units, storage area and reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable development and sale of the entire Condominium by Developer and/or the development and sale of other off-site property by Developer or its affiliates, and Developer may continue to do so during the entire Construction and Sales Period and warranty period applicable to any Unit in the Condominium. The Developer shall restore the area so utilized to habitable status upon termination of use.

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Section 21. Enforcement of Bylaws. The Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair, and/or replace any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws. The provisions of this Section shall not be construed to be a warranty or representation of any kind regarding the physical condition of the condominium.

Section 22. Assessment of Costs of Enforcement. Any and all costs, damages, expenses and/or attorney fees incurred by the Association in enforcing any of the restrictions set forth in this Article and/or rules and regulations promulgated by the Board of Directors of the Association under Article VI, Section 17 of these Bylaws, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

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 shall report any unpaid assessments due from the Co-owner of such Unit to the holder of any first mortgage covering such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Condominium written notification of any other default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

Section 2. Notifications of Meetings. Upon request submitted to the Association, any institutional holder of the 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, the Co-owners of each

unit shall be entitled to one (1) vote for each Condominium Unit owned.

Section 2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented a deed or other evidence of ownership of a Unit and the Condominium to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of members held in accordance with Article IX, Section 2, except as specifically provided in Article IX, Section 2. The vote of each Co-owner may be cast only by the 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 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, address and telephone number of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name, address and telephone number of each person, firm corporation, partnership, association trust, or other entity who is the Co-owner. Such notice shall be signed and dated 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 twenty-five (25%) percent of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically provided herein to require a greater quorum. The written absentee ballot of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the ballot is cast.

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

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

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 Roberts Rules of Order, or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the condominium documents (as defined in the Master Deed) or the laws of the State of Michigan..

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than (75%) percent in number of the Units that may be created in STONE RIDGE CONDOMINIUM have been conveyed. In no event, however shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to all Units that may be created or fifty-four (54) months after the first conveyance of legal or equitable title to a non Developer Co-owner of a Unit in the Condominium, whichever occurs first. 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 at the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents to include in the Condominium.

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

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the CO-owners as directed by resolution of the Board of Directors. The President shall also call a special meeting upon a petition signed by one-third (1/3) of the Co-owners presented to the Secretary of the Association, but only after the First Annual Meeting has been held. 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

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meeting upon a petition signed by one-third (1/3) of the Co-owners presented to the Secretary of the Association, but only after the First Annual Meeting has been held. 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 6. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

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

Section 8. Action Without Meeting. Any action 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 above for the giving of notice of meetings of members. Such solicitation 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 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 constituted by receipt within the same period specified in the solicitation of: (i) a number of ballots 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 of 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 or by absentee ballot; and if, either before or after the meeting, each of the members not present in person or by proxy, or absentee ballot, signs a written waiver of notice, or a consent to the holding of such waivers, 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 (4) years after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within (180) days after conveyance to purchasers of (50%) of the Units that may be created, whichever first occurs, the Developer may cause to be established an Advisory Committee consisting of at least two (2) non Developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. A chairman of the Committee shall be selected by the members. The Advisory Committee shall cease to exist automatically when the non Developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee.

ARTICLE XI **BOARD OF DIRECTORS**

Section 1. Qualifications of Directors. The affairs of the Association shall be governed by the Board of Directors, all of whom must be members in good standing of the Association or officers, partners, trustees, employees or agents of members of the Association except for the first Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto appointed by the Developer. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors shall be comprised of one (1) person and such first Board of Directors, or its successors as 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-owner to the Board, the Board shall be increased in size to five (5) persons. Thereafter elections for non Developer Co-owner directors shall be held as provided in subsection (b) and (c) below. The terms of the office shall be two (2) years. The directors shall hold office until their successors are elected and hold their first

meeting.

(b) Appointment of Non Developer Co-owners to Board Prior to First Annual Meeting. Not later than (180) days after conveyance of legal or equitable title to non Developer Co-owners of (50%) percent in number of the Units that may be created, (1) of the (5) directors shall be elected by the Developer. When the required number of conveyances 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 one hundred twenty (180) days after conveyance of legal or equitable title to non Developer Co-owner of seventy-five (75%) percent of the Units, the non Developer Co-owners shall elect all directors on the Board, except that the Developer shall have the right to designate one (1) director as long as the Developer owns any Units in the Condominium. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be properly convened to effectuate this provision, even if the First Annual Meeting has already occurred.
- (ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non Developer Co-owner of a Unit in the Condominium, the non Developer has the right to elect a number of members of the Board of Directors equal to the percentage of the 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 the 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) above. 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 the members of the Board of Directors multiplied by the percentage of Units held by the non Developer Co-owners under subsection (b) results in a right of non Developer Co-owners to elect a fractional number of members of the Board of Directors, than a fractional

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election right of .5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non Developer Co-owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one (1) director as provided in subsection (i).

- (iv) At the First Annual Meeting, three (3) directors shall be elected for a term of two (2) years and two (2) directors shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one slate and the three (3) persons receiving the highest number of votes shall be elected for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either two (2) or three (3) directors shall be elected, depending upon the number of directors whose terms expire. After the First Annual Meeting, the term of office (except for two (2) of the directors whose terms expire. After the First Annual Meeting, the term of office (except for two (2) of the directors elected at the First Annual Meeting) of each director shall be two (2) years. The directors shall hold office until their successors have been elected and hold their first meeting.
- (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 perform such acts as are authorized by the Condominium Act and not prohibited by the Condominium Documents or required thereby to be exercised and performed 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 to administer the affairs of, and to maintain, the Condominium and the Common Elements thereof.
- (b) To levy and collect assessments against and from the Co-owner members of the Association and to use the proceeds thereof for the purposes of the Association.

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- (c) To carry insurance and to collect and to allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for the employment of persons, firms, corporations, or other agents to assist in the management, operation, maintenance and administration of the Condominium.
- (f) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights of way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To grant easements, rights of entry, rights of way, and licenses to, through, over, and with respect to the Common Elements of the Condominium on behalf of the members of the Association in furtherance of any of the purposes of the Association and to dedicate to the public any portion of the Common Elements of the Condominium subject to the provisions of the Master Deed; provided, however, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all of the Co-owners.
- (h) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the Association and to secure the same by mortgage, pledge, or other lien on property owned by the Association provided, however, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all of the Co-owners.
- (i) To make and enforce reasonable rules and regulations in accordance with these Bylaws and to make and enforce resolutions and policies in furtherance if any or all the purposes of the Association or of the Condominium Documents.
- (j) 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 by the Condominium Documents required to be performed by the Board.
- (k) To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to obtain mortgage financing for Unit Co-owners which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the Federal government of the State of Michigan or to satisfy the requirements of the United States Department of Housing and Urban Development.

- (1) 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, Co-owner or any person or entity related thereto), at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon sixty (60) days written notice thereof to the other party, and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors which occur with 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 for the Developer shall be solely entitled to fill the vacancy of any director whom it is permitted in the first instance, under these Bylaws, to designate. Vacancies among non Developer Co-owner elected directors which occur prior to the Transitional Control Date may be filled only through election by non Developer Co-owners and shall be held 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 (1) or more of the directors may be removed with or without cause by affirmative vote of more than fifty (50%) percent of all of the Co-owners qualified to vote and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Co-owners shall be given opportunity to be heard at the meeting. The Developer may remove and replace any or all the directors appointed by it at any time or from time to time in its sole discretion. Any director elected by the non Developer Co-owners in the same manner set forth in this Section 7 above for removal of directors generally.

Section 8. First Meeting. The first meeting of the newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the 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

shall be held at such times and places as shall be determined from time-to-time by a majority of the Board of Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, telephone or telegraph, at least five (5) days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President upon three (3) days' notice to each director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of the two (2) directors.

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

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

Section 13. Closing of Board of Directors', Meetings to Members; Privileged Minutes. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board of Directors. Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association shall be entitled to review or copy any minutes of meetings of the Board of Directors to the extent that said minutes referenced privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

Section 14. Action By Written Consent. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid if consented to writing by the requisite majority of the Board of Directors.

Section 15. Actions of First Board of Directors Binding. All of the actions (including, without limitation, the adoption of these Bylaws and any rules and regulations, policies or resolutions for the Association, and any undertaking or contracts entered into with others on behalf of the Association) of the First Board of Directors of the Association named in its Articles of Incorporation or any successors thereto appointed by the Developer before the First Annual Meeting of the members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members or at any subsequent annual meeting of members, provided that such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

Section 16. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XII **OFFICERS**

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

Section 2. Election. The officers of the Association shall be elected annually by the 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 the 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 meetings of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

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

Section 5. Vice-President. The Vice-President shall take the place of the President and perform the Presidents duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time-to-time be imposed upon the Vice President by the Board of Directors.

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

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

Section 8. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time-to-time, be authorized by the Board of Directors.

ARTICLE XIII **SEAL**

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

ARTICLE XIV **FINANCE**

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other non privileged Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute 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; provide, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90)

days following the end of the Association's fiscal year upon request therefore. The cost of any such audit and any accounting expenses shall be expenses of administration.

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

Section 3. Depositories. The funds of the Association shall be initially deposited in such bank or savings association as may be designated by the directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time-to-time. The funds may be invested from time-to-time in accounts or deposit certificates of such banks or savings associations as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government or in such other depositories as may be adequately insured in the discretion of the Board of Directors. Any withdrawals from Association accounts and any check written on Association accounts shall require the signatures of two officers of the Association.

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

Section 1. Indemnification of Directors and Officers. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and accounts paid in settlement incurred by or imposed upon him in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he 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 as otherwise prohibited by law, provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Association (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Association shall notify all Co-owners thereof.

Section 2. Directors' and Other Offices' Insurance. The Association shall provide liability insurance for every director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably

insure against potential liability arising out of the performance of their respective duties. With the prior written consent of the Association, a director or an officer of the Association may waive any liability insurance for such director's or officers personal benefit. No director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided herein to a director or officer was not waived by such directors or office and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 hereof.

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 by one-third (1/3) or more of the CO-owners by instrument in writing signed by them. No proposed amendments to these bylaws may be in conflict with any ordinance of Green Oak Township and must be approved by Green Oak Township.

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 sixty-six and two-thirds (66-2/3%) percent of all Co-owners. No consent of Mortgagees shall be required to amend these Bylaws unless such an amendment would materially alter or change the rights of such mortgagees, in which event approval of 66-2/3% of the mortgagees to have one vote for each first mortgage held. These Bylaws may not be amended in any manner unless said amendment has received the prior written consent of the Developer. .

Section 4. By Developer. As long as the Developer owns any Unit(s) in the Development, these Bylaws may be amended by the Developer without approval from any other person.

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

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

ARTICLE XVII
COMPLIANCE

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

Section 1. Relief Available. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

(a) Legal Action. Failure to comply with any of the terms and provisions of the Condominium Documents or the Act, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall be grounds for relief, which may include without intending to limit the same, and 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.

(b) Recovery of Costs. In the event of a default of the Condominium Documents by a Co-owner and/or non Co-owner resident or guest, the Association shall be entitled to recover from the costs and attorney fees incurred in obtaining their compliance with the Condominium Documents. 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 attorney 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 attorney fees. The Association, if successful, shall also be entitled to recoup the costs and attorney fees incurred in defending any claim, counterclaim or other matter from the Co-owner asserting the claim, counter claim or other

matter.

(c) Removal and Abatement. The violation of any of the provisions of the Condominium Documents, including the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall also give the Association, or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, which reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violations, 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.

(d) Assessment of Fines. The violation of any of the provisions of the Condominium Documents, including any of the rules promulgated by the Board of Directors of the Association hereunder, by any Co-owner, in addition to the rights set forth above, shall be grounds for assessment by the Association of a monetary fine for such violation. No fine may be assessed unless the rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article VI, Section 17 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owner and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. Upon finding an alleged violation after an opportunity for hearing has been provided, the Board of Directors may levy a fine in such amount as it, in its discretion, deems appropriate. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws.

Section 2. Nonwaiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant, or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 3. Cumulative Rights, Remedies, and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owner pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be available to such party at law or inn equity.

Section 4. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and directors to compel such persons to enforce the terms and provisions of the Condominium

Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

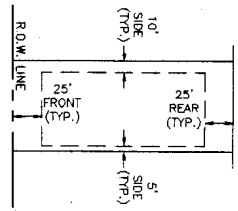
ARTICLE XX
RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved by the Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period. 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 the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property or contract 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 XXI
SEVERABILITY

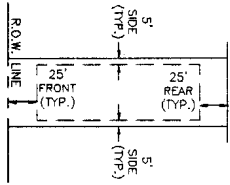
In the event that any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions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

BUILDING SETBACK DETAILS
NOT TO SCALE



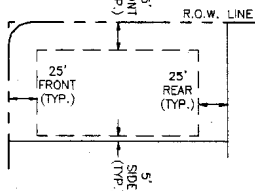
TYPICAL UNIT
NOT TO SCALE

- FOR UNITS:
1-16
19-26
24-26
31
34
36-80
86-94
90-102
108-108
110
114-134
136-146
139-145
148-151
154



TYPICAL UNIT
NOT TO SCALE

- FOR UNITS:
7-23
28-30
33
81-85
95-97
105
109
111-113
137
146
147
152
153



TYPICAL UNIT
NOT TO SCALE

- FOR UNITS:
19
18
35
103
104
135

CURVE	LENGTH	RADIUS	CH. BEARING	CH. LENGTH	DELTA
C6B	164.04'	255.00'	S 70D2'49" E	161.22'	36.51'27"
C17	108.15'	275.00'	N 62'59'18" E	108.43'	22.44'26"
C18	119.58'	705.00'	S 71'45'47" W	117.80'	33'25'30"
C19	235.55'	425.00'	N 70'55'42" E	232.55'	31'45'19"
C20	200.78'	765.00'	N 27'18'46" W	195.54'	43'24'28"
C21	146.24'	191.00'	N 27'51'46" W	142.90'	44'23'16"
C22	169.14'	633.00'	N 73'14'25" W	167.80'	40'21'18"
C23	149.48'	350.00'	N 69'03'28" E	155.35'	12'41'08"
C24	553.48'	2500.00'	N 64'48'34" E	187.57'	41'11'16"
C25	187.55'	2566.00'	S 89'06'41" E	314.34'	2701'21"
C26	314.53'	2566.00'	S 83'20'32" W	431.94'	2405'57"
C27	454.79'	1033.00'	S 83'20'32" W	404.02'	2406'57"
C28	407.07'	367.00'	S 02'36'01" W	404.02'	137'22'05"
C29	630.55'	763.00'	S 02'36'01" W	367.05'	137'22'05"
C30	472.31'	191.00'	S 79'15'35" E	212.29'	28'21'07"
C31	245.14'	533.00'	S 79'15'35" E	212.29'	28'21'07"
C32	214.79'	467.00'	S 79'15'35" E	212.29'	28'21'07"
C33	291.76'	283.00'	N 58'01'46" E	279.01'	59'04'10"
C34	223.72'	417.00'	N 58'01'46" E	213.94'	59'04'10"
C35	223.72'	417.00'	S 58'01'46" W	213.94'	59'04'10"
C36	112.80'	283.00'	S 39'54'50" W	112.06'	22'50'18"
C37	112.80'	283.00'	S 76'08'42" W	112.06'	22'50'18"
C38	134.55'	467.00'	S 17'32'01" E	133.13'	28'52'25"
C39	144.51'	333.00'	S 17'32'01" E	166.04'	90'00'00"
C40	144.51'	333.00'	S 47'28'09" E	130.11'	90'00'00"
C41	248.19'	158.00'	S 47'28'09" E	223.45'	90'00'00"
C42	109.26'	92.00'	N 53'32'28" E	102.95'	86'03'47"
C43	211.01'	158.00'	N 49'18'20" E	183.67'	76'31'02"
C44	158.90'	158.00'	S 47'02'08" E	184.62'	57'25'52"
C45	158.90'	158.00'	S 52'05'07" W	141.96'	55'01'00"
C46	136.43'	158.00'	N 41'30'52" E	183.97'	71'12'31"
C47	136.43'	158.00'	S 48'54'47" W	142.27'	77'18'08"
C48	375.07'	278.00'	N 47'26'08" W	183.15'	90'00'00"
C49	436.66'	278.00'	S 65'10'36" W	170.74'	42'48'26"
C50	72.41'	92.00'	S 79'58'37" W	106.42'	15'10'27"
C51	106.73'	403.00'	S 79'58'37" W	106.42'	42'48'26"
C52	470.01'	423.00'	N 34'15'08" E	446.20'	63'39'48"
C53	498.10'	423.00'	N 37'41'08" E	468.15'	67'11'50"
C54	502.14'	1193.00'	N 83'20'32" E	498.44'	2406'57"
C55	518.06'	2340.00'	N 89'03'26" E	517.00'	1241'06"
C56	18.46'	983.00'	N 83'15'12" E	18.46'	134.34'
C57	280.33'	873.00'	S 87'52'17" E	273.36'	15'30'27"
C58	507.39'	953.00'	S 64'28'55" E	450.42'	30'30'18"
C59	254.27'	383.00'	S 30'10'37" E	249.63'	36'02'17"
C60	31.71'	170.00'	N 37'42'52" W	31.463'	23'33'27"
C61	148.03'	447.00'	N 37'42'52" W	31.463'	23'33'27"
C62	148.03'	447.00'	N 37'42'52" W	31.463'	23'33'27"
C63	330.33'	5686.00'	N 84'48'42" W	332.43'	40'31'19"
C64	330.33'	5686.00'	N 84'48'42" W	332.43'	40'31'19"
C65	356.50'	847.00'	S 39'52'20" W	153.88'	70'52'20"
C66	84.43'	77.00'	S 50'56'20" W	80.26'	24'06'57"
C67	159.59'	347.00'	S 79'15'35" E	158.19'	50'57'23"
C68	53.11'	97.00'	N 71'52'45" E	52.45'	26'21'07"
C69	168.85'	403.00'	N 75'31'40" E	167.62'	24'00'27"

COORD. NO	NORTHING	EASTING
1	9837.20	11569.25
2	9830.72	11509.30
3	10510.70	11783.57
4	10553.72	11865.40
5	10626.78	12330.93
6	9593.53	12324.45
7	8026.68	1608.87
8	8210.90	11601.96
9	8866.77	11572.87
10	8727.84	11576.81
11	996.20	11438.64
12	9775.64	11494.42
13	9808.18	11287.09
14	9738.75	11382.24
15	9758.93	11196.49
16	9662.76	11162.46
17	9744.65	11158.47
18	9662.24	11153.14
19	9524.49	11031.20
20	9524.02	10962.84
21	9462.84	10889.04
22	9395.90	10882.84
23	9446.67	10498.73
24	9380.73	10502.54
25	9534.67	10403.91
26	9531.87	10333.91
27	9542.56	10183.38
28	9590.01	9932.73
29	9623.07	9940.73
30	9662.12	9828.13
31	9627.23	9723.14
32	9599.79	9758.24
33	9545.43	9704.10
34	9605.78	9730.83
35	9542.08	9522.55
36	9326.96	9522.55
37	9428.00	9519.74
38	9351.65	9277.72
39	9417.59	9274.92
40	9396.83	9036.99
41	9457.26	9065.75
42	9345.43	8929.10
43	9605.48	8730.83
44	10054.96	8726.53
45	9924.50	8536.44
46	10044.50	8536.44
47	10044.50	8536.44
48	10051.14	8361.73
49	10091.43	8361.73
50	10081.07	8625.80
51	10083.78	8741.88
52	10000.75	8928.82
53	10166.12	8928.82
54	10166.12	8928.82
55	10211.59	10927.33
56	9965.89	10927.33
57	10015.85	11625.16
58	9858.12	11625.16
59	10008.07	11625.16
60	9831.86	11625.16
61	9831.00	11625.16
62	9727.63	10631.80
63	9661.28	10631.80
64	9716.96	9734.84
65	9860.91	9724.87
66	9860.91	9724.87
67	9860.91	9724.87
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99	9860.91	9724.87
100	9860.91	9724.87

STONE RIDGE SITE CONDOMINIUM

Engineering & Architecture

440 East 10th St. Suite 800
Birmingham, Indiana 47401
Phone: (810) 220-2767 Fax: (810) 220-4490

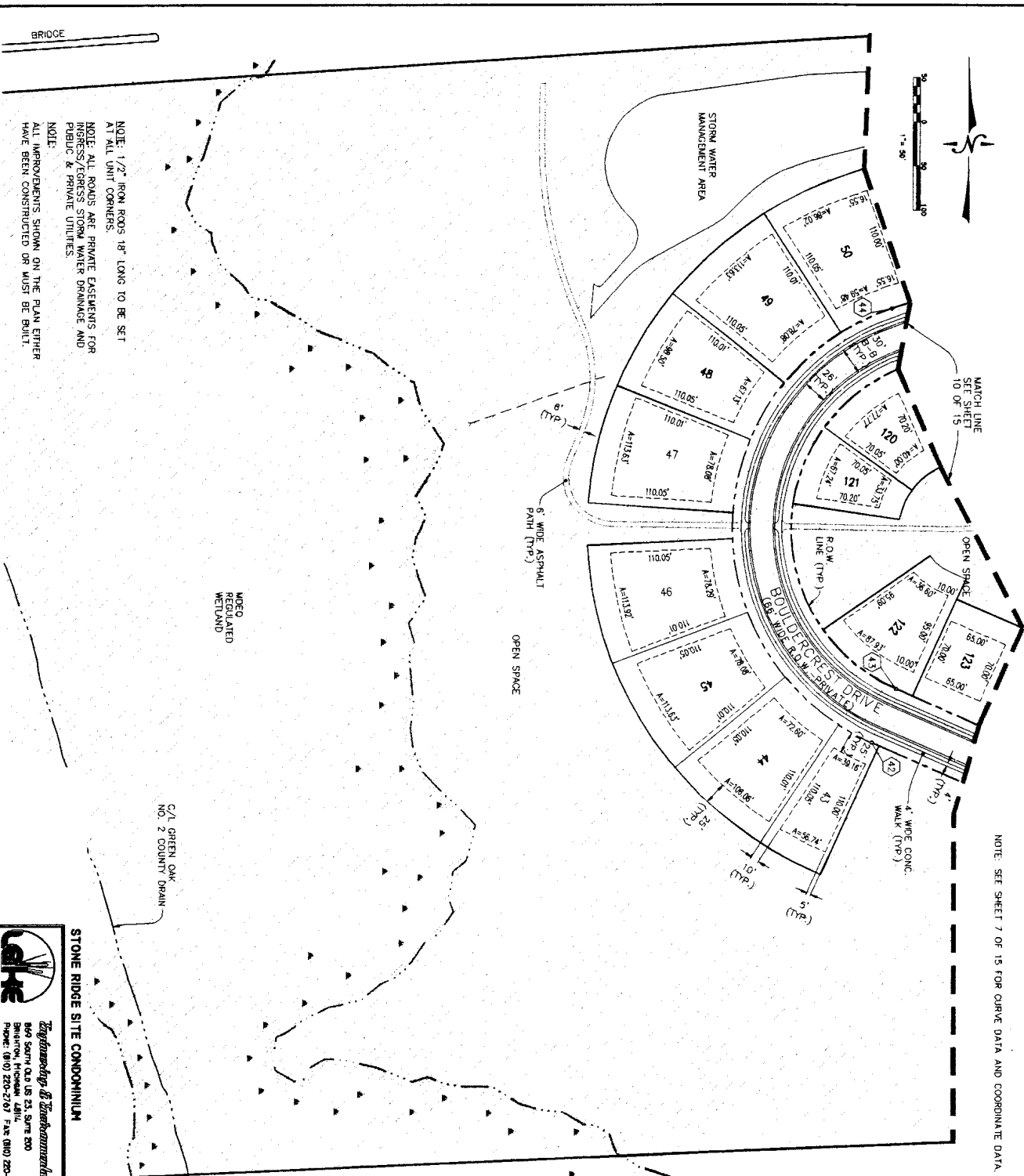
PROCESSED DATE: MAY 19, 2006

CURVE TABLE & COORDINATE TABLE

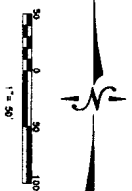
SHEET: 7 OF 15

CHRISTOPHER CARSON
ENGINEER
NO. 47156
PROFESSIONAL ENGINEER

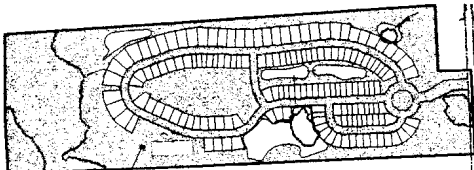
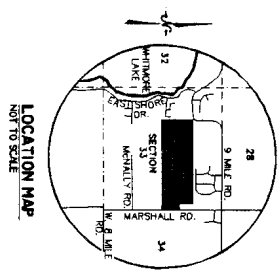
ALL IMPROVEMENTS SHOWN ON THE PLAN EITHER HAVE BEEN CONSTRUCTED OR MUST BE BUILT.



NOTE: 1/2" IRON RODS 18" LONG TO BE SET AT ALL UNIT CORNERS.
 NOTE: ALL ROADS ARE PRIVATE EASEMENTS FOR INGRESS/EGRESS STORM WATER DRAINAGE AND PUBLIC & PRIVATE UTILITIES.
 NOTE:
 ALL IMPROVEMENTS SHOWN ON THE PLAN EITHER HAVE BEEN CONSTRUCTED OR MUST BE BUILT.



NOTE: SEE SHEET 7 OF 15 FOR CURVE DATA AND COORDINATE DATA



LEGEND
 CONCRETE
 ASPHALT
 GRASS
 OPEN SPACE
 WETLAND
 C&I GREEN DMK
 NO. 2 COUNTY DRAIN

STONE RIDGE SITE CONDOMINIUM

ENGINEER
 CHRISTOPHER CARSON
 PROFESSIONAL ENGINEER
 LICENSE NO. 47963
 EXPIRES 12/31/2006

Engineering & Architecture
 849 South Old US 23, Suite 200
 Brentwood, Hickman Hill
 Phone: (810) 220-2767 FAX: (810) 220-4890

SITE PLAN

SHEET: 11 OF 15

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