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MASTER DEED

LIBERTY SHORES
SITE CONDOMINIUM PLAN

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06-21-100-001
06-21-400-001
Tax Land Desc.

DLL 9-27-05

I hereby certify, based upon the records in my office, that there are no tax liens or titles held by the state, or by any individual, against the within description, and that all taxes due thereon have been paid for the 5 years next preceding the date of this instrument.

Daniel T. Kolkman

2183
CISLO TITLE CO.
320.00

103/9

MASTER DEED
LIBERTY SHORES SITE CONDOMINIUM
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Liberty Shores
SITE CONDOMINIUM PLAN

MASTER DEED

THIS MASTER DEED is made and executed on this 26th day of September 2005, by OCTOBER CAPITAL GROUP, L.L.C., a Michigan Limited Liability Company hereinafter referred to as "Developer", whose address is 6525 Willow Road, West Bloomfield, Michigan 48324, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), Hereinafter referred to as the "Act".

WHEREAS, the Developer desires by recording this Master Deed (text), together with the Bylaws attached hereto as Exhibit A and the Condominium Subdivision Plan dated 9-26-_____, 2005, prepared by Design Inc., attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish a real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Site Condominium Project under the provisions of the Act.

W I T N E S S E T H:

NOW, THEREFORE, the Developer does, upon the recording hereof, establish LIBERTY SHORES SITE CONDOMINIUM as a Condominium under the Act and does declare that LIBERTY SHORES 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 LIBERTY SHORES SITE CONDOMINIUM, Genessee County Condominium Plan No. 381. 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 comprises the Condominium Project established by this Master Deed is located in the Township of Fenton, County of Genessee, State of Michigan, as particularly described in Exhibit B hereinafter.

Together with and subject to easements, restrictions and governmental limitations of record, and the rights of the public or any governmental unit in any part of the subject property taken or used for Ripley Road. The obligations of the Developer under the foregoing instruments are or shall be assigned to and thereafter performed by the Association on behalf of the Co-Owners. Also subject to the easements established and reserved in Article VI below.

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 LIBERTY SHORES 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 LIBERTY SHORES SITE CONDOMINIUM as a condominium. Wherever used in such documents or any other pertinent instruments,

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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 LIBERTY SHORES 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, image 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 LIBERTY SHORES 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.

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 LIBERTY SHORES 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 LIBERTY SHORES SITE CONDOMINIUM as a Condominium established in conformity with the provisions of the Act.

Section 9. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" to this Master Deed. The Condominium Subdivision Plan depicts and assigns a number to each Condominium Unit and describes the nature, location and approximate dimensions of certain Common Elements.

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Section 10. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Liberty Shores as a completed Condominium Project and shall reflect all Units and Common Elements therein, and the percentage of value applicable to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Genessee County Register of Deeds, shall supersede this recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to this Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Genessee County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded.

Section 11. 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 by synonymous with the term "Co-owner".

Section 12. 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 13. Developer. "Developer" means October Capital Group, L.L.C., a Michigan Limited Liability Company, who has made and 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 14. 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 15. Storm Water Drainage Facilities. "Storm Water Drainage Facilities" means the storm water drainage system and retention/detention/ sedimentation basin located within the Project, including the drainage easements with Unit boundaries, which are identified on Exhibit B to this Master Deed.

Section 16. Township. Township means the Township of Fenton, a general law township.

Section 17. 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.

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Section 18. Unit or Condominium Unit. "Unit" or "Condominium Unit" each means a single Unit in LIBERTY SHORES SITE CONDOMINIUM and shall have the same meaning as the term "Condominium Unit" as defined in the Act. The land, structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirely 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.

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

ARTICLE IV
EXPANSION OF CONDOMINIUM

Section 1. Area of Future Development. The Condominium established pursuant to the initial Master Deed of Liberty Shores Site Condominium, and consisting of 64 Units, is intended to be the first phase of an expandable Condominium under the Act to contain in its entirety a maximum of 181 Units. Additional Units, if any, will be constructed upon all or some portion or portions of the following described land:

> Commencing at the West ¼ Corner of Section 21, Town 5 North, Range 6 East, Fenton Township, Genesee County, Michigan; thence S 01°17'11" E 121.19 feet along the West line of said Section 21 and said centerline of Ripley Road; thence S 87°25'00" E 246.17 feet; thence S 08°39'00" W 246.17 feet; thence S 63°08'10" E 1329.43 feet along the Northerly Right-of-Way line of grand Trunk Western Railroad to the PLACE OF BEGINNING; thence N 26°51'38" E 280.64 feet; thence N 20°57'25" W 230.28 feet; thence N 69°02'35" E 229.69 feet to Intermediate Traverse Point "C;" thence continuing N 69°02'35" E 37.42 feet; thence N 44°4735" E 368.71 feet; thence N 78°38'30" E 220.2± feet water's edge of Tupper Lake; thence meandering 1238± feet along the water's edge of Tupper Lake to an intersecting point with the East-West ¼ line of said Section, as previously surveyed, said point being N 30°31'09" W 426.08 feet from Intermediated Traverse Point "D;" thence N 88°58'10" E 520.30 feet along said East-West ¼ line to an intersecting point with the water's edge of Lake Ponemah, said point being N 12°50'48" E 739.64 feet from Intermediate Traverse Point "E;" thence 2332± feet along the water's edge

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of Lake Ponemah to the East line of said Section as preveiously surveyed and monumented; thence S 01°10'19" E 33.1± feet along said East line of Section to Intermediate Traverse Point "F"; thence continuing S 01°10'19" E 755.14 feet along said East line of Section to Intermediate Traverse Point "G;" thence continuing S 01°10'19" W 543± feet along water's edge of Lake Ponemah; thence meandering 2771± feet along the water's edge of Lake Ponemah to an intersecting point with said East line of Section, said point being N 01°10'19" 543± feet along said East line of Section from the Southeast Corner of said Section; thence S 01°10'19" E 95± feet along said East line of Section to an intersecting point with the water's edge of Lake Ponemah; thence Southerly 249± feet along the water's edge of Lake Ponemah to an intersecting point with the boundary of subject Parcel, said point being N 79°19'57" W 19.0± feet from the East line of said Section (as monumented), said point also being S 79°19'57" E 16.1± feet from Intermediate Traverse Point "H," said Intermediate Traverse Point "H" being the following 21 courses from said Intermediate Traverse Point "C:" (1) S 23°18'25" E 223.68 feet, (2) N 65°58'16" E 302.73 feet, (3) N 80°21'09" E 325.24 eet, (4) S 32°04'20" E 553.00 feet, (5) N 56°26'17" E 47.08 feet, (6) N 05°18'33" E 387.85 feet, (7) S 85°04'22" E 238.23 feet to said Intermediate Traverse Point "D," (8) S 22°00'59" E 371.84 feet to said Intermediate Traverse Point "E," (9) N 88°25'56" E 549.02 feet, (10) S 43°05'37" E 842.12 feet, (11) N 46°43'00" E 460.76 feet, (12) N 51°28'51" E 147.91 feet, (13) N 75°02'24" E 149.78 feet, (14) S 67°31'59" E 58.36 feet to said Intermediate Traverse Point "F," (15) S 67°12'11" E 100.70 feet, (16) S 01°24'50" W 582.52 feet, (17) S 25°14'53" W 147.73 feet to said Intermediate Traverse Point "G" (18) S 27°09'35" W 43.05 feet, (19) S 39°07'24" W 254.62 feet, (20) S 34°40'32" E 206.17 feet and (21) S 07°01'54" E 362.30 feet; thence from Intermediate Traverse Point "H," N 79°19'57" W 837.91 feet; thence S 83°36'50" W 350.00 feet; thence S 26°51'50" W 70.00 feet; thence N 63°08'10" W 2914.00 feet along the Northerly Right-of-Way line of Grand Trunk Western Railroad to the Place of Beginning.

Including the bottomlands of Tupper Lake and Lake Ponemah lying South of the East-West ¼ line of said Section 21. Being a part of the Section 21, Town 5 North, Range 6 East, Fenton Township, Genesee County, Michigan. Containing 120.25 acres of land, more or less to the water's edge.

(hereinafter referred to as "Areas of Future Development"). The Area of Future Development shall be governed by the final Site Plan for Liberty Shores Site Condominium approved by the Township for the Planned Unit Development and as submitted by the Developer. Specifically, and without limitation, the Phases of the Area of Future Development shall be added and developed sequentially in accordance with this Master Deed.

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Section 2. Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Condominium may, at the option of the Developer, or its successors or assigns, from time to time, within a period ending no later than six years from the date of recording of this Master Deed, be increased by the addition to this Condominium of any portion of the Area of Future Development and the establishment of single family residential Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of all such additional Units and residences constructed thereon shall be determined by Developer in its sole discretion, subject only to approval by the Township of Fenton. The percentage of land to be devoted to additional single family residential Units will be in accordance with the final approved Site Plan for Liberty Shores Site Condominium. One hundred (100%) percent of all additional Units will be devoted to residential use.

Section 3. Amendment of Master Deed and Modification of Percentages of Value. Such increase in size of this Condominium shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and assigns and in which the percentages of value set forth in Article VI hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Condominium resulting from such amendment or amendments to this Master Deed and preserving equal percentages of value for each Unit.

Section 4. Redefinition of Common Elements. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of Common Elements as may be necessary to adequately describe, serve and provide access to the parcel or parcels being added to the Condominium by such amendment. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways in the Condominium to any roadways that may be located on, or planned for the Area of Future Development, and to provide access to any Unit that is located on, or planned for the Area of Future Development from the roadways located in the Condominium; provided however, that the percentage of open space in the Condominium as required by the Township of Fenton is maintained at all times. Any such definitions and/or redefinitions of Common Elements shall be in accordance with the final site plan for Liberty Shores Site Condominium as approved by the Township.

Section 5. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing Units which Developer or its successors or assigns may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors or assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to

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effectuate the foregoing. Such amendment may be effected without the necessity of recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. These provisions hereby give notice to all persons acquiring an interest in the Condominium that such amendment of the Master Deed may be made and recorded and no further notice of such amendment shall be required.

Section 6. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Condominium is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive states of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

ARTICLE V
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 in Exhibit B as general common elements including but not limited to those portions of land described as **Park**.

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

(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

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the point of lateral (ancillary) connection for Unit service.

(g) Cable TV and Other Telecommunications. The cable television and other telecommunications system throughout the Project, if and when it may be installed, up to the point of the ancillary connection for Unit service located within or at the boundary of each Unit.

(h) Paths. The sidewalks, bike paths, boardwalks, and walking paths (collectively, "pathways"), if any, installed by the Developer or the Association within the land designated in Exhibit B as General Common Elements.

(i) Landscaping and Other Improvements. All landscaping, berms, trees, plantings and signage for the Project, pathways, and other structures and improvements, if any, located within the land designated in Exhibit B as General Common Elements.

(j) Drainage Facilities. The portion of the Storm Water Drainage Facilities located within the Project plus all open-ditch drainage and below-ground and above-ground drainage systems, if any, up to the point of Unit service located at the boundary of each Unit but excluding such portions thereof as are located within any Unit (collectively, the "Drainage Facilities").

(k) Easements. All easements (if any) that are appurtenant to and that benefit the Condominium Premises pursuant to recorded easement agreements.

(l) Roads. Edison Boulevard, Ford Avenue, Fulton Court, Webster Drive, Wright Drive, Durant Street, McCormick Drive, Whitney Avenue, Dow Circle and Sullivan Way are private roads identified on Exhibit B to this Master Deed as General Common Elements and are hereby subject to an easement ("the Roadway Easement") for ingress, egress and other normal roadway use by the Co-Owners of all Units, plus their families, guests, invitees, tradesmen and other bound to or returning from any Unit. No Co-Owner shall prohibit, restrict, limit or in any manner interfere with the Roadway Easement.

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

(n) Recreation and Other Areas. The Park Areas including the Club House, Play areas, Basketball area, Ball field, Soccer field 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.

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Some or all of the Drainage Facilities, utility lines, systems (including mains and service leads) and equipment and/or the cable television and/or telecommunications system described above may be owned by, or dedicated by the Developer to, the local public authority, governmental body, or by the company that is providing the service. Accordingly, such portion of the Drainage Facilities, other utility lines, systems and equipment, and the cable television and/or 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. The provisions of this paragraph also apply to actions taken pursuant to Article VII below.

Section 2. Limited Common Elements. 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, as identified on Exhibit B to this Master Deed, except to the extent a Limited Common Element is subject to an easement reserved elsewhere in this Master Deed or identified in any other instrument or record affecting such Limited Common Element

Section 3. Responsibilities. The respective responsibilities for the installations within and the maintenance, decoration, repair, replacement, renovation and restoration of the Units and Common Elements are as follows:

(a) Co-Owner Responsibility for Units. It is anticipated that a separate residential dwelling (including attached garage and, perhaps, porches and decks) will be constructed within each Unit depicted on Exhibit B. It is also anticipated that various improvements and structures appurtenant to each such dwelling will or may also be constructed with the Unit, which improvements and structures (collectively "appurtenances") may include, but are not limited to, a driveway, well, deck, balcony, patio, atrium, courtyard, hot tub, swimming pool, play structure, basketball backboard, lawn, berms, trees, plantings and other landscaping. Except as otherwise expressly provided in this Master Deed or the Bylaws, the responsibility for and the cost of installation, maintenance, decoration, repair, renovation, restoration and replacement of any dwelling and of any appurtenances within a Unit shall be borne by the Co-Owner of the Unit which is served thereby; provided, however, that the location and exterior appearance of the dwelling and the appurtenances, to the extent visible from any other Unit or Common Element within the Project, shall be subject at all times to the prior approval of the Developer or the Association, pursuant to Article XI hereof. Each Co-Owner shall also be responsible for arranging for and paying all costs in connection with the extension of utilities from the mains of such other facilities as are located at the boundary of such Co-Owner's Unit to the dwelling or other structures located within the Unit. Except as elsewhere provided in this Master Deed (i) all costs of electricity, telephone, natural gas, storm drainage, cable television, other telecommunication systems and any other utility

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services shall be borne by the Co-Owner of the Unit to which the services are furnished and (ii) all utility meters, laterals, leads and other such facilities located or to be located within the Co-Owner's Unit shall be installed, maintained, repaired, renovated, restored and replaced at the expense of the Co-Owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority, and the Association shall have no responsibility with respect to such installation, maintenance, repair, renovation, restoration or replacement.

(b) Association Responsibility for Units. The Association, acting through its Board of Directors, may undertake regularly recurring, reasonably uniform, periodic exterior maintenance, repair, renovation, restoration and replacement functions with respect to Units, dwellings and appurtenances, as it may deem appropriate (including, without limitation, snow removal from driveways). Nothing contained herein, however, shall require the Association to undertake such responsibilities. Any such additional responsibilities undertaken by the Association shall be charged to any affected Co-Owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith. The Association, acting through its Board of Directors, may also (but has no obligation to) undertake any maintenance, repair, renovation, restoration or replacement obligation of the Co-Owner of a Unit with respect to said Unit, the dwelling and appurtenances associated therewith, to the extent that said Co-Owner has not performed such obligation, and the cost thereof shall be assessed against said Co-Owner. The Association in such case shall not be responsible for any damage thereto arising as a result of the Association performing said Co-Owner's unperformed obligations.

(c) Limited Common Elements. Unless otherwise provided in the Condominium Documents, the responsibility for and the cost of maintaining, repairing and replacing all Limited Common Elements shall be borne by the Co-Owner of the Unit(s) to which the Limited Common Elements are appurtenant.

(d) Roads. Edison Boulevard, Ford Avenue, Fulton Court, Webster Drive, Wright Drive, Durant Street, McCormick Drive, Whitney Avenue, Dow Circle, and Sullivan Way are private roads which are not required to be maintained by Fenton Township or the Genessee County Road Commission. The Association is responsible for maintenance, snow plowing and ice removal, repair, replacement, and/or resurfacing of the private roads. It is the Association's responsibility to inspect and to perform preventative maintenance of said private roads on a regular basis in order to minimize the repair and replacement costs. Any costs incurred by the Association in performing its obligations under this Section 4.3(d) shall be prorated equally

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among the Co-Owners of all Units and the Association shall assess such Co-Owners as frequently as need be and in the manner established by the Association's Board of Directors, or as part of the annual assessments described in the Bylaws attached hereto as Exhibit A. Fifteen (15%) percent of each Co-Owner's annual assessment shall be segregated in a separate account for the purpose of road maintenance. If the Township of Fenton finds it necessary to maintain said roads, any costs expended by the Township for maintenance shall be prorated equally among the Co-Owners in Liberty Shores Site Condominium, and billed by the Township to the persons showing upon the last tax records to be the owners of said Units. The Township may add to the cost of maintenance a sum not to exceed twenty-five (25%) percent thereof, to cover the Township's overhead and administrative costs. All such statements shall be due and payable within thirty (30) days of receipt and any statement not paid shall become a lien and encumbrance upon the Unit with respect to which the statement is made.

(e) General Common Elements. The costs of making installations in the General Common Elements (excluding those made by the Developer) and of decorating, maintaining, repairing, renovating, restoring and replacing all General Common Elements and improvements and structures therein shall be borne by the Association, subject to any provision in the Condominium Documents which expressly provides to the contrary.

(f) Common Lighting. The Developer and/or the Association may, but is/are not required to, install luminating fixtures within the Condominium Project and to designate the same as common lighting. Some of the common lighting may be installed within the General Common Elements. The cost of electricity for common lighting shall be paid by the Association. Said fixtures shall be maintained, repaired, renovated, restored, and replaced and light bulbs furnished by the Association. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Association in its discretion. No Co-Owner shall modify or change such fixtures in any way nor cause the electrical flow for their operation to be interrupted at any time. If the fixtures operate on photo electric cells, the timers for such cells shall be set by and at the discretion of the Association, and shall remain lit at all times determined by the Association.

(g) Lawn and Landscaping Maintenance within Units. Except as otherwise expressly provided in this Master Deed, the cost of maintaining, repairing or replacing individual lawns and all landscaping within a Unit shall be borne by the Co-Owner of the Unit. In addition, a Co-Owner shall also be responsible for maintaining the lawn and the landscaping contained within a Limited Common Element which is appurtenant to such Co-Owner's Unit. However, a Co-Owner shall not be responsible for replacing any trees which are planted in a Limited Common Element by the Developer or the Association.

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(h) Residual Damage. Except as otherwise specifically provided in this Master Deed, any damage to any Unit or the dwelling and appurtenances associated therewith arising as a result of the Association undertaking its rights or responsibilities shall be repaired at the Association's expense.

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.

ARTICLE VI
UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each unit in the Condominium Project is described in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit shall consist of the area contained within the Unit boundaries as shown on Exhibit B and delineated with heavy outlines, together with all appurtenances located within such Unit boundaries.

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

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, with the permission of Fenton Township, 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 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.

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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 Fenton 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 VII
EASEMENTS, RESERVATION, RESTRICTIONS AND ENABLEMENTS

Section 1. Easements for Utilities and Maintenance of Encroachments. In the event any portion of a Unit (or dwelling or appurtenances constructed therein) or Common Element (or appurtenances constructed therein) encroaches upon another Unit or Common Element due to shifting, settling or moving of the dwelling or the appurtenances associated therewith, or due to survey errors, construction deviations, replacement, restoration or repair, or due to the requirements of the Genessee County Health Department, reciprocal easements shall exist for such encroachment, and for the installation, maintenance, repair, restoration and replacement of the encroaching property, dwelling, and/or appurtenances associated therewith. In the event of damage or destruction, there shall be easements to, through, under and over those portions of the land, dwellings, and appurtenances associated therewith for the continuing maintenance, repair, renovation, restoration and replacement of all utilities in the Condominium.

Section 2. Easements Retained by Developer.

(a) Pathway Easements. The Developer reserves for itself, its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns, a non-exclusive easement for the unrestricted use of all pathways in the Condominium Project for the purpose of ingress and egress to and from all or any portion of the Condominium Premises and/or any adjacent land. Only foot traffic and bicycles will be allowed on those pathways, and no motorcycles, scooters, all terrain vehicles, cars or trucks will be allowed. Except as otherwise provided in this Master Deed, the

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Association shall be responsible for the maintenance, repair, replacement, renovation, restoration (including, without limitation of the foregoing, surfacing) of any pathway referred to in this Article, and all such expenses shall be shared equally by all Co-Owners in the Condominium.

(b) Utility Easements. The Developer reserves for itself and its agents, employees, representatives, guests, invitees, licensees, independent contractors, successors and assigns, easements to enter upon the Condominium Premises to utilize, tap, tie into, extend and enlarge and otherwise install, maintain, repair, restore, renovate and replace any and/or all utility improvements located within the Condominium Premises, including, but not limited to, gas, water, sanitary sewer, storm drains (including without limitation any sediment, retention and detention ponds), telephone, electrical, and cable television and other telecommunications, subject to the approval of the applicable public or private utility company and any governmental authorities having jurisdiction. Developer reserves the right to direct storm water drainage from the adjacent property to said detention pond. If any portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted to the Developer, its successors or assigns under this Section XI, 2(b), the Developer shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance. Except as otherwise specified in this Master Deed, the Co-Owners of this Condominium shall be responsible from time to time for the payment of a proportionate share of said expenses (to the extent said expenses are not the responsibility of a governmental agency or public utility).

(c) Additional Easements. The Developer reserves for itself and its successors and assigns, the right, at any time prior to the expiration of the Construction and Sales Period, to reserve, dedicate and/or grant public or private easements over, under and across the Condominium Premises for the installation, utilization, repair, maintenance, decoration, renovation, restoration and replacement of rights-of-way, pathways, the Storm Water Drainage Facilities (including any sediment, retention or detention ponds), water wells, septic systems, electrical transmission mains and wiring, telephone system, gas distribution system, cable television and other telecommunication systems and other public and private utilities, including all equipment, facilities and appurtenances relating thereto. The Developer reserves the right to assign any such easements to governmental units or public utilities or, as to the Storm Water Drainage Facilities, Co-Owners of affected Units, and to enter into maintenance agreements with respect thereto. Any of the foregoing easements or transfers of title may be conveyed now or hereafter shall have any interest in the Condominium, by the recordation of an appropriate amendment to this Master Deed and Exhibit B hereto. All of the Co-Owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments of this Master Deed to effectuate the foregoing easements or transfers of title. All such interested persons irrevocably appoint the Developer as agent and attorney to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

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Section 3. Grant of Easements by Association. The Association, acting through its Board of Directors, shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises as are reasonably necessary or advisable for utility purposes, access purposes or other lawful purposes, subject, however, to the approval of the Developer during the Construction and Sales Period. No easements created under the Condominium Documents may be substantially modified, nor may any of the obligations with respect to such easements be substantially varied, without the consent of each person benefited or burdened thereby.

Section 4. Easements for Maintenance, Repair, Restoration, Renovation and Replacement. The Developer, the Association and all public and private utilities shall have such easements over, under and across the Condominium Project, including all Units and Common Elements, as may be necessary to fulfill any installation, maintenance, repair, decoration, renovation, restoration or replacement responsibilities which any of them are required or permitted to perform under the Condominium Documents, by law or as may be necessary to respond to any emergency. The foregoing easements include, without limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice, for purposes of inspecting the dwelling constructed on a Unit and/or appurtenances constructed therein to ascertain that they have been designed and constructed in conformity with standards imposed and/or specific approvals granted by the Developer (during the Construction and Sales Period) and thereafter by the Association.

Section 5. Telecommunications Agreements. The Association, acting through its Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights-of-entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees, as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Association, through its Board of Directors, enter into any contract or agreement or grant any easement, license or right-of-entry or do any other act which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing any telecommunications related equipment or improvements or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6. Emergency Vehicle Access Easement. The Developer reserves for the benefit of the Township of Fenton, the local school district, and any emergency service agency, an easement over Edison Boulevard, Ford Avenue, Fulton Court, Webster Drive,

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Wright Drive, Durant Street, McCormick Drive, Whitney Avenue, Dow Circle and Sullivan Way for use by the Township of Fenton, the local school district, and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, school bus service, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-Owners thereof. The foregoing easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public, nor shall the foregoing confer upon members of the public any right to use the easement described herein.

Section 7. Association Assumption of Obligations. Upon assignment by the Developer to the Association, the Association, on behalf of the Co-Owners, shall assume and perform all of the Developer's obligations under any easement pertaining to the Condominium Project or Common Elements.

Section 8. Termination of Easements. Developer reserves the right to terminate and revoke any utility or other easement granted in or pursuant to this Master Deed at such time as the particular easement has become unnecessary. (This may occur, by way of illustration only, when a utility easement is relocated in connection with development of property adjacent to the Condominium Project.) No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be effected by the recordation of an appropriate termination instrument or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act.

ARTICLE VIII
AMENDMENT

This Master Deed, the Bylaws (Exhibit A to this Master Deed) and the Condominium Subdivision Plan (Exhibit B to this Master Deed) may be amended upon the approval of Fenton Township and with the consent of two-thirds (2/3rds of the Co-Owners except as hereinafter set forth:

Section 1. Co-Owner Consent. Except as otherwise specifically provided in this Master Deed or Bylaws, no Unit dimension may be modified in any material respect without the consent of the Co-Owner, mortgagee of such Unit and Fenton Township.

Section 2. By Developer. In addition to the rights of amendment provided to the Developer in various Articles of this Master Deed, the Developer may, within two (2) years following the expiration of the Construction and Sales Period, and without the consent of any Co-Owner, mortgagee or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A that do not materially affect the rights of any Co-Owners or mortgagees in the Project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for

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existing or prospective Co-Owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 3. Change in Value of Vote, Maintenance Fee and Percentages of Value. The value of the vote of any Co-Owner and the corresponding proportion of common expenses assessed against such Co-Owner shall not be modified without the written consent of such Co-Owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without such consent, except as provided in Article V, Section 5.4(c) of the Bylaws and except as provided in Article V, Article VI, Article VII, Article VIII, and Article X of this Master Deed.

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

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of eighty-five (85%) percent of all Co-Owners.

Section 6. Developer Approval. During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the prior written consent of the Developer.

Section 7. Health Department Restrictions. The provisions of the Master Deed contained in Section 11.16 may not be changed, altered or amended without the written approval of the Genessee County Health Department.

ARTICLE IX
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.

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ARTICLE X
ASSIGNMENT

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

ARTICLE XI
MODIFICATION OF UNITS AND COMMON ELEMENTS

Notwithstanding anything to the contrary contained in this Master Deed or the Bylaws, the Units in the Project and other Common Elements may be modified and the boundaries relocated, in accordance with Section 48 of the Act and this Article X; such changes in the affected Unit or Units or other Common Elements shall be promptly reflected in a duly recorded Amendment or Amendments to this Master Deed.

Section 1. Modification of Units and Common Elements. The Developer may, in its sole discretion, and without being required to obtain the consent of any person whatsoever (with the exception of Fenton Township) modify the size, location, or configuration of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units as described in the Condominium Subdivision Plan attached hereto as Exhibit B or any recorded amendment or amendments hereof. Any such modifications by the Developer shall be effective upon the recordation of an amendment to the Master Deed. In addition, the Developer may, in connection with any such amendment, re-adjust percentages of value for all Units in a manner which gives reasonable recognition to such Unit modifications or other Common Element modifications, based upon the method by which percentages of value were originally determined for the Project. All of the Co-Owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by the Developer to effectuate the purposes of this Section 10.1 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer determines are necessary in conjunction with any such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 2. Relocation of Boundaries of Units and Common Elements. The Developer reserves the right during the Construction and Sales Period, and without the consent of any other Co-Owner or any mortgagee of any Unit, to relocate any boundaries between Units where the Units are located adjacent to each other. Such relocation of boundaries of Unit(s) shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments

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shall be prepared by and at the sole discretion of Developer, its successors or assigns. In the event an amendment is recorded in order to accomplish such relocation of boundaries of Units, the amendment shall identify the relocated Unit(s) by Unit number(s) and, when appropriate, the percentage of value as set forth herein for the Unit(s) that have been relocated shall be proportionately allocated to the adjusted Unit(s) in order to preserve a total value of one hundred (100%) percent for the entire Project following such amendment to this Master Deed. The precise determination of the readjustments and percentages of value shall be within the sole judgment of Developer. However, the readjustments shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Any such amendment to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as modified. All of the Co-Owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consent to any amendment or amendments to this Master Deed recorded by the Developer to effectuate the purposes of this Section 2, Article X and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of Units which the Developer determines are necessary in connection with any amendment. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be accomplished without re-recording the entire Master Deed or its Exhibits.

Section 3. Limited Common Elements. Limited Common Elements, if any, shall be subject to assignment and re-assignment in accordance with Section 39 of the Act, to accomplish the rights to relocate boundaries described in this Article X or for other purposes.

Section 4. Additional Landscaping. Co-Owners of Units which have appurtenant Limited Common Elements shall be responsible for the maintenance of any and all landscaping installed by the Developer in the Limited Common Elements. In addition, Co-Owners of Units which have appurtenant Limited Common Elements may, with the prior approval of the Developer during the Construction and Sales Period, and the Association following the Transitional Control Date, install additional landscaping within the Limited Common Elements. In such event, the Co-Owner shall be responsible for all maintenance of the additional landscaping installed by such Co-Owner within the Limited Common Elements and, all landscaping installed by a Co-Owner within the Limited Common Elements shall be reasonably compatible with the landscaping existing within the General Common Elements within the Condominium Project. Neither Developer nor the Association shall be responsible for replacing any landscaping installed by a Co-Owner within the Limited Common Elements.

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ARTICLE XII
RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed in accordance with any applicable state or local laws, ordinances and regulations, 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. 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

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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. Alterations and Modifications. A Co-Owner shall not make any alterations to the exterior appearance or make structural modifications to the dwelling or appurtenances or other improvements constructed within the perimeter of his Unit or make changes in any of the General or Limited Common Elements, without the express written approval of the Board of Directors. If a Co-Owner cause any damage to any General or Limited Common Elements or to any other Unit as a result of making any alterations (regardless of whether or not such alteration was authorized) the Co-Owner shall be responsible for the cost of repairing any damage caused by the Co-Owner, his agents or contractors. If necessary for providing access to any General or Limited Common Elements or other facilities regarding which the Association has the right or obligation to provide maintenance, the Association may remove any coverings, additions or attachments of any nature that restrict such access and the Association will have no

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responsibility or liability for repairing, replacing or restoring any such materials, nor shall the Association be liable for monetary damages.

Section 4. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the General Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-Owners of the Condominium Project. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-Owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-Owner shall conduct or permit any activity 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, if approved, the Co-Owner shall pay to the Association the increased insurance premiums resulting from any such activity. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 5. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or other Common Elements, except dogs, cats or other common household pets. No animal may be kept or bred for any commercial purpose and every permitted pet shall be cared for and restrained so as not to be obnoxious or offensive to other Co-Owners. No animal may be permitted to run loose at any time upon the General Common Elements and an animal shall at all times be accompanied by some responsible person while on the General Common Elements. No dangerous animal shall be kept and any Co-Owner who causes any animal to be brought or kept upon the Condominium Premise shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefore. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. Any pets shall be restrained and cared for so as not to be obnoxious or offensive on account of noise, odor, unsanitary or unsafe conditions. No runs, pens or shelters for pets shall be permitted within a Unit unless such runs, pens or shelters are located adjacent to an exterior wall of a dwelling or garage on the opposite side of the Unit from the street. The Association may charge all Co-Owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of the Bylaws in the event that the Association determines such assessment is necessary to defray the Association's costs of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with the Association and may adopt such additional reasonable rules and regulations with respect to animals as it deems proper. In the event of any violation of this Section 5, Article XI, the Board of Directors of the Association may assess fines for such violation in accordance with the Bylaws and in accordance with its duly adopted rules and regulations.

Section 6. Aesthetics. The General Common Elements shall not be used for the

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storage of supplies, materials, firewood, personal property or trash or refuse of any kind, except in accordance with the duly adopted rules and regulations of the Association. No unsightly condition shall be maintained on any porch, courtyard or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use, and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall at all times be maintained within garages and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit the periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor any condition maintained by a Co-Owner, either in his Unit or upon the Common Elements, which is detrimental to the overall appearance of the Condominium. The Owner of any vacant Units shall keep the unimproved lot clean of debris and rubbish and shall keep the Unit regularly mowed.

Section 7. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snow plows, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the Condominium Premises, unless parked in a garage with the door closed. A motor home or camping vehicle of a size exceeding garage capacity or other recreational vehicles such as boats and snowmobiles, however, may be parked temporarily in its Owner's driveway (or in an unobtrusive area on the Condominium Premises which may be approved by the Association) for a period not to exceed seven (7) days for the purpose of loading and unloading such vehicle prior to and following its use. An Owner shall not park such restricted vehicle within the Condominium for an accumulative time of more than thirty (30) days per calendar year. No inoperable vehicles of any type may be brought or temporarily or permanently stored upon the Condominium Premises. Commercial vehicles and trucks shall not be parked in or about the Condominium (unless the Association, in its discretion, selects an area within the Condominium Premises specifically designed for such vehicles and trucks) except for purposes of making deliveries or pickups in the normal course of business. Co-Owners shall, if required by the Association, register with the Association all cars maintained on the Condominium Premises.

Section 8. Advertising. Subject to Section 18(b) below, no signs or other advertising devices of any kind shall be displayed which are visible from the exterior of the dwelling constructed on a Unit, except one (1) sign not more than five (5) square feet in area, for the purpose of advertising a Unit for sale or lease, without obtaining prior written permission from the Association, or from the Developer during the Construction and Sales Period. This Section 8 shall not apply to the signs erected by the Developer during the Construction and Sales Period.

Section 9. Rules and Regulations. It is intended that the Board of Directors of the Association may adopt rules and regulations from time to time to reflect the needs and

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desires of the majority of the Co-Owners in the Condominium. Reasonable regulations consistent with the Act, this Master Deed and the Bylaws concerning the use of the Common Elements may be adopted and amended from time to time by any Board of Directors prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-Owners 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 greater than fifty (50%) percent of the Co-Owners in number and value, except that the Co-Owners may not revoke any regulation or amendment prior to the First Annual Meeting of the entire Association. Any rules and regulations adopted by the Association shall not limit Developer's construction, sales or rental activities.

Section 10. Right of Access of Association. The Association and its duly authorized agents shall have access to each Unit, and the dwelling and other appurtenances and improvements constructed on such Unit, from time to time, during reasonable working hours, upon notice to the Co-Owner thereof, as may be necessary for the performance of the maintenance of the Common Elements. In addition, the Association and its agent shall at all times without notice have access to each Unit and its dwelling and appurtenances, and other improvements constructed thereon, as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. Each Co-Owner shall be obligated to provide the Association with a means of access to his Unit, the dwelling and appurtenances and other improvements constructed on such Unit during the Co-Owner's absence, and in the event such Co-Owner fails to provide a means of access thereto the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-Owner for any necessary damage thereto or for the repair or replacement of any doors or windows damaged in gaining such access.

Section 11. Landscaping. All Units are required to complete landscaping within twelve (12) months from issuance of Certificate of Occupancy. A One Thousand Five Hundred Dollar ($1,500.00) deposit shall be escrowed with the Developer or the Association to secure completion. No Co-Owner shall perform any landscaping or plant any trees, shrubs or flowers or plant any ornamental materials upon the General Common Elements without the prior written approval of the Developer or the Association. No Co-Owner shall change the grade of any portion of a Unit without the prior written approval of the Developer, and, if required, the Fenton Township Building Department. All Unit Owners are encouraged to reduce the use of fertilizers, herbicides and pesticides in maintaining their landscape. The use of high nitrogen and high phosphate fertilizers is prohibited within twenty-five (25') feet of any regulated wetland.

Section 12. Setbacks. All Units shall comply with the Fenton Township Building Ordinances in respect to all setbacks: front, side and rear.

Section 13. Common Element Maintenance. Pathways, landscaped areas, roads and parking areas shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles or other

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obstructions may be left unattended on or about the Common Elements.

Section 14. Co-Owner Maintenance. Except as elsewhere provided in this Master Deed, each Co-Owner shall maintain his Unit, the dwelling, appurtenances, and other improvements constructed thereon 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, gas, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-Owner shall provide maintenance for the septic system and well serving its Unit as may be required by the Genessee County Health Department. Each Co-Owner shall be responsible for the repair, restoration or replacement, as applicable, of any damage to any Common Elements or damage to any other Co-Owner's Unit, or improvements thereon, resulting from the negligent acts or omissions of a Co-Owner, his family, guests, agents or invitees, except to the extent the Association obtains insurance proceeds; provided, however, that if the insurance proceeds obtained by the Association are not sufficient to pay for such costs, the Association may assess the Co-Owner for the excess amount necessary to pay therefore. No Co-Owner shall fill, dredge or alter a regulated wetland without the required permits from Fenton Township and the Michigan Department of Environmental Quality.

Section 15. Building Restrictions. Without limiting Developer's discretion to reject plans and specifications submitted by a Co-Owner as provided in Section 18, Article XI below, all dwellings built within a Unit shall comply with the following restrictions:

(a) Size. All dwellings on the water shall contain a minimum of two thousand four hundred (2,400) square feet of finished floor area. All dwellings off the water shall contain a minimum of two thousand (2,000) square feet of finished floor area. For the purposes of this paragraph, "finished floor area" shall mean the floor area finished for the purposes of living, dining, sleeping, cooking, studying or sitting, and shall include the total areas of all bathrooms, entrance ways, hallways and stairwells connecting any of the finished areas. Basements, attached garages, attics, terraces, unheated porches, breezeways and any portion of the residence which is more than two-thirds (2/3) below ground level shall not be included in computing the finished floor area.

(b) Garages. All dwellings constructed within a Unit must have at least one (1) private attached garage with side or rear entry for not less than two (2) automobiles. Front facing garages may be allowed at Developer's sole discretion if adequately hidden from front view via porte-cochere or similar means.

(c) Driveways. All driveways appurtenant to a Unit shall be constructed with hard surfacing of asphalt, concrete or pavers and installed prior to occupancy of the dwelling within the Unit, weather permitting; or a cash deposit equal to one hundred twenty-five (125%) percent of the cost of hard surfacing shall be given to

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the Developer or Association which guarantees hard surfacing of the driveway within six (6) months of occupancy if weather causes delay.

(d) Front Elevation/Materials. The front elevation shall be eighty (80%) percent comprised of brick, stone or other natural material with a minimum three (3') foot belt of brick, stone or like natural material around the remaining three (3) sides. Exceptions may be granted upon the approval of the Developer within its discretion styles of homes such as Victorian, New England or Log. Certain lots such as corner lots and others that face open spaces or other amenities will be considered to have more than one front and all fronts will be subject to these standards.

(e) Designs/Materials. No modular, manufactured or any other type of residential housing constructed and assembled offsite will be permitted. All dwellings must be constructed onsite.

(f) Exposed Foundation. All stone or brick ledges shall begin below grade.

(e) Outbuildings. The design of any outbuilding must coincide with that of the residence and must be approved by the Architectural Review Board. No more than one (1) outbuilding per site shall be permitted. Loft designs may be permitted that increase functional space. Outbuildings must be located to the back of the Unit.

(f) Swimming Pools. Inground swimming pools, Jacuzzi and hot tubs may be installed but must be approved by the Architectural Review Board. Children's temporary pools are allowed up to two (2') feet in depth.

(g) Sidewalks. Sidewalks shall be installed for each unit by the Builder at Builder's expense prior to Certificate of Occupancy. Developer will install sidewalks in common areas at Developer's expense.

(h) Trees. Builder will install trees at approximate fifty (50') foot predetermined intervals between road and sidewalk. The trees will be paid for by the Developer but installation will be at Builder's expense. Developer will install trees along roads in Common Areas at Developer's expense.

(i) Fences. Fences must be within the building envelope and behind the residence. Security fencing around pools and hot tubs is allowed subject to Township Ordinance. Fencing shall be approved by the Architectural Review Board regarding design and materials. No chain link fencing allowed.

(j) Construction Site Standards. Construction sites need to be generally cleared free of garbage and debris at least once per week. Silt fences must be used to prevent runoff onto other property or common areas. The first twenty (20') feet of pre-surface driveways must be comprised of crushed concrete or other stone

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which prevents sediment runoff into the road.

Section 16. Health and Environmental Restrictions. The Liberty Shores Condominiums shall be subject to all applicable Genessee County Health Department restrictions and all State and Federal environmental laws and restrictions.

Except as otherwise provided by the Natural Resources and Environmental Protection Act or by permit issued by the Department of Environmental Quality a person shall not do any of the following:

(a) Deposit or permit the placing of fill material in a wetland.

(b) Dredge, remove or permit the removal of soil or minerals from a wetland.

(c) Construct, operate or maintain any use or development in a wetland.

(d) Drain surface water from a wetland.

Section 17. Open Space Restrictions. The areas indicated as Park in Exhibit B will be bound by these open space restrictions. Such Parks shall not be changed for any other use. In the areas designated Park the following acts are prohibited:

(a) Dumping or storing of any material or refuse.

(b) Any activity that may cause the risk of soil erosion.

(c) Use of motorized off-road vehicles.

(d) Cutting, filling or removal of vegetation from wetland areas.

(e) Use of pesticides, herbicides or fertilizers within or adjacent to wetlands.

The designated Park area shall be maintained as provided for within this Master Deed. In the event that this Park area is inadequately maintained or is determined by the Township to be a public nuisance, such maintenance may be undertaken by the Charter Township of Fenton with assessment of costs upon all property owners.

Section 18. Reserved Rights of Developer.

(a) Prior Approval by Developer. The purpose of this Section 18(a) is to promote an attractive, harmonious residential development having continuing appeal. Therefore, during the Construction and Sales Period, no buildings, wall, retaining walls, drives, pathways or other structures or improvements of any kind shall be commenced, erected, maintained nor shall any addition, change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural

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elements of the dwelling or appurtenances or other improvements constructed within any Unit, nor shall any hedges, trees or substantial plantings be installed or landscaping modifications be made, thereon until plans and specifications acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure, appurtenances or other improvements and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns. The Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons, and in reviewing such plans and specifications, the Developer shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be located, and the degree of harmony with the Condominium as a whole. The Developer shall be entitled to charge each applicant a review fee in an amount not to exceed two hundred fifty ($250.00) dollars, to reimburse the Developer for any actual costs incurred in connection with the review of said applicant's plans, specifications and related materials. Neither Developer nor the Association shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans, specifications or other materials. At the expiration of the Construction and Sales Period, the rights exercisable by the Developer under this Section 18(a), shall be exercised by the Association.

(b) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article XI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in the Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary contained elsewhere in this Master Deed or the Bylaws, the Developer shall have the right, during the Construction and Sales Period, to maintain a sales office, a business office, a construction office, model units, construction and/or sales trailers, storage areas and parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable the development and sale of the entire Project. The Developer shall restore the areas utilitized by the Developer to habitable status upon its termination of use.

(c) Enforcement of Restrictions. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-Owners and all persons interested n the Condominium. If at any time the Association fails or refuses to carry out its obligation to provide maintenance with respect to the Condominium Project in a manner consistent with such high standards, then the Developer, or any entity to which it may assign this right, may elect to provide such maintenance as required by this Master Deed or the Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce this Master Deed and the Bylaws throughout the Construction and Sales Period regardless of whether or not it owns a Unit in the Condominium. The Developer's enforcement rights under this Section 18 may include, without limitation, an action to restrain the Association or any

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Co-Owner from performing any activity prohibited by this Master Deed and/or the Bylaws.

Section 19. Genesee County Health Department Notice.

Water quality sampling of test wells for Liberty Shores Site Condominium has confirmed that arsenic concentrations from individual wells may exist above the established USEPA drinking water standard of 10 parts per billion (ppb). Test well sample results have confirmed results of 20 ppb. Some people who drink water containing arsenic in excess of the established standard over many years could experience skin damage or problems with their circulatory system, and may have increased risk of getting cancer. All wells drilled in this development are required to be sampled for arsenic so that individual owners can be advised of the arsenic concentration from their particular well and approaches for reducing exposure. Where concentrations are found to exceed 10 ppb, well modification, water well replacement and point of use treatment devices may be the most effective approaches to reduce exposure to arsenic in drinking water.

The water sample analyses found hardness readings of 328 mg/l as calcium carbonate and iron concentrations of 1.22 mg/l. The secondary maximum contaminant level is 250 mg/l for hardness and 0.3 mg/l for iron. If hardness is found to exceed 250 mg/l, a water softner may be the most effective mans to reduce hardness in well water. The need for an iron filter may also be desired to reduce iron levels below 0.3 mg/l.

ARTICLE XIII
ARCHITECTURAL CONTROL COMMITTEE AND ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee and Architectural Control.

(a) Until the First Annual Meeting the Developer shall constitute and be the sole member of the first Architectural Control Committee of the Association. The Developer shall have the right, at its sole option, to resign and withdraw from the Architectural Control Committee at any time after the First Annual Meeting after the appointment by the Board of Directors of a new Architectural Control Committee provided, however, that as long as the Developer owns Units within the Condominium, Developer shall continue as a member upon the Architectural Control Committee subject to the Developer's unilateral right to withdraw. The purpose of this committee is to assure that the Condominium is developed and maintained in a beautiful and professional manner consistent with high quality and uniform standards. The members of the Committee shall not receive any compensation. Once the Developer has sold all Units in the Condominium, the Developer shall forthwith resign as member. Once the First Annual Meeting has been conducted and a Board of Directors appointed pursuant to that meeting, the Developer shall forthwith resign as sole member of the Committee to be succeeded by the person selected by the Board of Directors of the Association inclusive

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of the Developer as stated herein. Until the first Annual Meeting the Developer may, in its sole discretion, assign all rights, authority and privileges of membership on the Architectural Control Committee to the Association. The Architectural Control Committee shall have all the remedies and enforcement rights contained in the Master Deed and Bylaws.

(b) Before constructing any Residence with attached garage or making any exterior improvement, change or elevation change upon any unit, a Co-owner shall receive the written approval of the Architectural Control Committee. No application for a building permit or application for any other governmental approval or construction shall be filed until written approval of the Committee is received. The Committee shall approve in advance the licensed residential builder engaged by the Co-owner to construct a residence and other improvements on his Unit. The Committee may require that such builder or Co-owner furnish to the Association adequate security, in the Committee's sole 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 residence and its improvements. In addition, any licensed residential builder engaged by a Co-owner to construct a residence shall be required to agree, during and until completion of the residence, to sweep roads, clean catch basins and sewers, place and remove temporary erosion controls and remove debris and replace or repair any damage resulting from construction by the builder, its agents, subcontractors, or employees.

(c) A Co-owner, intending to construct any residence, improvement, garage, structure, pool or outbuilding, or intending to change the exterior or elevation of any Unit shall submit to the Committee plans and specifications, including site, grading utility, garage, landscape and irrigation plans, prepared and sealed by an architect registered in the State of Michigan, showing the size, nature, kind, type and color of brick, shape, elevations, façade, height and materials, color scheme (including, but not limited to stain and paint colors), siding location, and the approximate cost of such improvement. A copy of the plans and specifications, as finally approved, shall be kept permanently with the Committee. Items requiring the written approval of the Committee include, but are not limited to, the following: residences, fences, walls, landscaping, drives, walks, dog runs, substantial planting, aerials, antennas, trees, cable dishes, playground equipment and decks.

(d) The Architectural Control Committee shall have the absolute right to waive any specifications in these Bylaws and the right to refuse to approve any plans and specifications which are not suitable or desirable in its sole and absolute discretion for aesthetic or any other reasons. In no event shall the Committee have any personal liability for its actions. In considering any plans or specifications, the Committee may take into consideration any of the following: (1) the suitability and aesthetic quality of the proposed building or other structure to be built, (2) the site upon which it is proposed to erect the same, (3) the compatibility of the planned structure with the adjacent or neighboring residences, (4) whether the proposed improvement will impair the structural integrity of a residence or common elements, (5) whether the proposed improvement

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would create a nuisance or annoyance to surrounding Co-owners, and (6) the impact on the overall standards and appearance of the Condominium.

(c) The Architectural Control Committee shall have thirty (30) days after the receipt of all required plans and specifications to issue a written approval or denial. If the Committee fails to issue a written approval or denial of the plans and specifications with the thirty (30) day period, then written approval will not be required and this Section shall be deemed to be fully complied with.

ARTICLE XIV
FENTON TOWNSHIP APPROVAL

In the event of any conflict between any provision of this Master Deed text and/or Bylaws and any provision of Michigan law or Fenton Township ordinance, the provision of law or ordinance shall take precedence and control. Neither the review, approval and/or acceptance of this Master Deed text and/or Bylaws by Fenton Township nor anything contained within this Master Deed text and/or Bylaws shall be interpreted or construed in any way as constituting a variance from or approval by Fenton Township of any violation of any provision of Michigan law or Fenton Township ordinance. Any amendment of this Master Deed text and/or Bylaws relating to any matter which is subject to the provisions of any Fenton Township ordinance shall require the approval of Fenton Township. In the event that there is any modification of the size or location of any Unit or any limited common element or any other modification of the Project or any portion of it which is not strictly in accordance with the Subdivision Plan approved by Fenton Township, the same shall require review and approval of an amended Subdivision Plan pursuant to the applicable provisions of Fenton Township's zoning, or other, ordinances in effect at that time.

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

WITNESSES:

Katrinka Seymour

DEVELOPER:
October Capital Group, L.L.C

By: _____
Bret Keefe, Member

By: _____
Stephen Munkres, Member

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STATE OF MICHIGAN]
] ss
COUNTY OF LIVINGSTON]

The foregoing instrument was acknowledged before me 9/26/, 2005, by Bret Keefe and Stephen Munkres, Members of October Capital Group L.L.C., a Michigan Limited Liability Company, on behalf of the company.

GREGORY J. CISLO
Notary Public, Livingston County,MI
Acting in Genesee County
My Commission Expires Aug 17 2006

Notary Public
Livingston County, Michigan
Acting in Livingston County, Michigan
My commission expires:

This document prepared by:
Alan J. Czekaj (P23838)
8163 Grand River, Suite 100
Brighton, MI 48114

When Recorded Return to:
October Capital Group, LLC
Attention: Bret Keefe
6525 Willow Road
West Bloomfield, MI 48324

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EXHIBIT "A"

CONDOMINIUM BYLAWS

OF

LIBERTY SHORES SITE CONDOMINIUM

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EXHIBIT "A"
CONDOMINIUM BYLAWS OF
LIBERTY SHORES SITE CONDOMINIUM

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ARTICLE I
ASSOCIATION OF CO-OWNERS

Section 1.1 Formation; Membership. Liberty Shores Site Condominium (referred to herein as "the Condominium Project," "Condominium" or "Project"), a residential Condominium Project located in Fenton Township, Genessee County, Michigan, shall be administered by the Liberty Shores Association, which shall be a non-profit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan. The Association shall be responsible for the management, maintenance (which term, for purposes of these Bylaws, shall also mean decoration, repair, renovation, restoration and replacement, unless otherwise specified), operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Condominium Bylaws referred to in the Master Deed and required by Section 53 of the Act and the Association Bylaws provided for under the Michigan Non-profit Corporation Act. Each Co-Owner shall be a Member in the Association and no other person or entity shall be entitled to membership. Co-Owners are sometimes referred to as "Members" in these Bylaws. A Co-Owner's share of the Association's funds and assets cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall retain in its files current copies of the Condominium Project, all of which shall be available at reasonable hours for review by Co-Owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-Owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the Condominium Documents.

Section 1.2 Definitions. Capitalized terms used in these Bylaws without further definition shall have the meanings ascribed to such terms in the Master Deed, or the Act unless the context dictates otherwise.

Section 1.3 Conflicts of Terms and Provisions. In the event there exists any conflict among the terms and provisions contained within the Master Deed or these Bylaws, the terms and provisions of the Master Deed shall control.

ARTICLE II
ASSESSMENTS

Section 2.1 Assessments Against Units and Co-Owners. All expenses arising from the management, administration and operation of the Association in accordance with the authorizations and responsibilities prescribed in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-Owners thereof, in accordance with the provisions of this Article II.

Section 2.2 Assessments for Common Elements.

(a) All costs incurred by the Association to satisfy any liability or obligation arising

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

(b) All costs incurred by the Association to satisfy any liability or obligation arising from, caused by, or connected with the Limited Common Elements shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Limited Common Elements shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act, which shall be allocated only to those Units appurtenant to the applicable Limited Common Elements. There are no Limited Common Elements as of the date of recording the Master Deed.

Section 2.3 Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) **Budget.** The Board of Directors of the Association shall establish an annual budget ("Budget") in advance for each fiscal year and such Budget shall project all expenses for the ensuing year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance of the Common Elements that must be repaired or replaced on a periodic basis shall be established in the budget and must be funded by regular annual payments as set forth in Section 2.4 below, rather than by special assessments. At a minimum, the reserve funds shall be equal to fifteen (15%) percent of the Association's current annual Budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for the Project, the Association of Co-Owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserves should be established for other purposes from time to time. Upon adoption of a Budget by the Board of Directors, copies of the Budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said Budget. The applicable annual assessments, as levied, shall constitute a lien against all Units as of the first day of the fiscal year in which the assessments relate. Failure to deliver a copy of the Budget to each Co-Owner shall not affect or in any way diminish such lien or the liability of any Co-Owner for any existing or future assessments. Should the Board of Directors at any time determine, in its sole discretion that the assessments levied are or may prove to be insufficient: (1) to pay the actual costs of the Condominium Project's operating and management, (2) to provide for maintenance of existing Common Elements, (3) to provide additions, restoration, renovation and replacement to the Common Elements not exceeding five thousand ($5,000) dollars annually for the entire Condominium Project, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessments and to levy such additional assessment or

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assessments as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-Owner or mortgagee consent, to levy assessments for repair, restoration, renovation and replacement in the event of casualty, pursuant to the provisions of Section 5.4 below. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and its Members, and shall not be enforceable by any creditors of the Association or its Members.

(b) **Special Assessments.** Special assessments, in addition to those required in Section 2.3(a) above, may be made by the Board of Directors from time to time, subject to Co-Owner approval as hereinafter provided, to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding five thousand ($5,000) dollars for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.6 below, or (3) assessments for any other appropriate purpose that could not be covered by the annual assessment. Special assessments referred to in this subparagraph (b) (but not including assessments referred to in Section 2.3(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of the Co-Owners representing sixty (60%) percent or more of all Co-Owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and its Members and shall not be enforceable by any creditors of the Association or its Members.

(c) **Remedial Assessments.** If any Co-Owner fails to provide proper maintenance of any Limited Common Element which is appurtenant to his Unit, which failure, in the opinion of the Board of Directors adversely affects the appearance of the Condominium Project as a whole, or the safety, health or welfare of the other Co-Owners of the Condominium Project, the Association may, following notice to such Co-Owner, take any actions reasonably necessary to provide such maintenance for the applicable Limited Common Element, and the cost thereof shall be assessed against the Co-owner who has the responsibility under the Master Deed or these Bylaws to maintain such Limited Common Element. The Association may also take the actions permitted under Section 4.3(b) of the Master Deed, and the cost(s) thereof shall be assessed as provided in said Section 4.3(b).

(d) **Working Capital Contribution.** Any Co-Owner who acquires a Unit from the Developer shall pay to the Association, on the date said Unit is conveyed to the Co-Owner, an amount equal to the then current annual assessment, which sum constitutes a one-time (1) non-refundable contribution to the Association's working capital account to fund road repair and maintenance.

Section 2.4 Apportionment of Assessments and Penalty for Default. Unless otherwise provided in these Bylaws or in the Master Deed, all assessments levied against the Co-owners to cover management, maintenance, operation and administration expenses shall be apportioned among and paid by the Co-Owners in accordance with the respective percentages of value allocated to each Co-Owner's Unit in Article V of the Master Deed, without adjustment for the use or non-use of Limited Common Elements appurtenant to a Unit. Annual assessments determined in accordance with Section 2.3(a) above shall be paid by Co-Owners in one (1)

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installment, commencing with the acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The Board of Directors shall have the authority to collect regular assessments in semi-annual or quarterly installments. A Co-Owner shall be in default of his assessment obligations if he fails to pay any assessment installment when due. A late charge not to exceed twenty-five ($25) dollars per month shall be assessed automatically by the Association upon any assessments in default for ten (10) or more days until the assessment installment(s) together with the applicable late charges are paid in full. Each Co-Owner (whether one (1) or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) relating to his Unit which may be levied while such Co-Owner owns the Unit. Payments to satisfy assessment installments in default shall be applied as follows: first, to the costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to the installments in default in the order of their due dates.

Section 2.5 Waiver of Use or Abandonment of Units. No Co-Owner may exempt himself from liability for his assessment obligations by waiving the use or enjoyment of any of the Common Elements or by abandoning his Unit.

Section 2.6 Liens for Unpaid Assessments. The sums assessed by the Association which remain unpaid, including but not limited to regular assessments, special assessments, fines and late charges, shall constitute a lien upon the Unit or Units in the Project owned by the Co-Owner at the time of the assessment and upon the proceeds of sale of such Unit or Units. Any such unpaid sum shall constitute a lien against the Unit as of the first day of the fiscal year in which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges which the Association may levy against any Co-Owner shall be deemed to be assessments for purposes of this Section 2.6 and Section 108 of the Act.

Section 2.7 Enforcement.

(a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce the collection of delinquent assessments by a suit at law or by foreclosure on the statutory lien that secures payment of assessments. In the event any Co-Owner defaults in the payment of any annual assessment installment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. The Association may also discontinue furnishing any utilities or other services to a Co-Owner in default upon seven (7) days' written notice to such Co-Owner. A Co-Owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association until the default is cured; provided, however, this provision shall not operate to deprive any Co-Owner of ingress or egress to and from his Unit or the dwelling or other improvements constructed thereon. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-Owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of

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assessments in accordance with the provisions of Section 17.4 of these Bylaws. All of these remedies shall be cumulative an not alternative.

(b) **Foreclosure Proceedings.** Each Co-Owner, and every other person who form time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. In addition, each Co-Owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. EACH CO-OWNER OF A UNIT IN THE PROJECT ACKNOWLEDGES THAT AT THE TIME OF ACQUIRING TITLE TO SUCH UNIT, HE WAS NOTIFIED OF THE PROVISIONS OF THIS SUBPARAGRAPH AND HE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVED NOTICE OF ANY PROCEEDINGS BROUGHT BY THE ASSOCIATION TO FORECLOSE ANY ASSESSMENT LIENS BY ADVERTISEMENT AND WAIVED THE RIGHT TO A HEARING PRIOR TO THE SALE OF THE APPLICABLE UNIT.

(c) **Notices of Action.** Notwithstanding the provisions of Section 2.7(b), the Association shall not commence a judicial foreclosure action or a suit for a money judgment or publish any notice of foreclosure by advertisement, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner at his last known address, of a written notice that one (1) or more assessment installments levied against the Pertinent Unit is or are delinquent and that the Association may invoke any of its remedies under these Bylaws if the default is not cured within ten (10) days from the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (I) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s) and (v) the name(s) of the Co-Owner(s) of record. Such affidavit shall be recorded in the office of the Genessee County Register of Deeds prior to the commencement of any foreclosure proceeding. 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 under these Bylaws and under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall notify the delinquent Co-Owner of the Association's election and shall inform him that he may request a judicial hearing by bringing suit against the Association.

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

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Section 2.8 Liability of Mortgagees. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of assessments or charges resulting from a pro rata reallocation of assessments or charges to all Units including the mortgaged Unit).

Section 2.9 Developer's Responsibility for Assessments. The Developer, although a Member of the Association, shall not be responsible at any time for the payment of Association assessments, except with respect to Units owned by the Developer which contain a completed and occupied residential dwelling. A residential dwelling is complete when it has received a certificate of occupancy from Fenton Township and a residential dwelling is occupied if it is being utilized as a residence. In addition, in the event Developer is selling a Unit with a completed residential dwelling thereon by land contract to a Co-Owner, the Co-Owner shall be liable for all assessments and the Developer shall not be deemed the owner of the applicable Unit and shall not be liable for any assessments levied up to and including the date, if any, upon which Developer actually retakes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. However, the Developer shall at all times pay the maintenance expenses pertaining to the Units that it owns, together with a proportionate share of all current maintenance expenses actually incurred by the Association (excluding reserves) for utility maintenance, landscaping, sign lighting and snow removal, but excluding management fees and expenses related to the maintenance and use of Units in the Project that are not owned by the Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer be responsible for assessments for deferred maintenance, reserves for maintenance, capital improvements or other special assessments, except with respect to Units that are owned by the Developer which contain completed and occupied residential dwellings. Any assessments levied by the Association against the Developer for other purposes, without the Developer's prior written consent, shall be void and of no effect. In addition, the Developer shall not be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or claims against the Developer, any cost of investigating or preparing such litigation or claim, or any similar or related costs.

Section 2.10 Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 13 of the Act.

Section 2.11 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.

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Section 2.12 Construction Liens. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 2.13 Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement from the Association identifying the amount of any unpaid Association regular or special assessments relating to such Unit. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement identifying any existing unpaid assessments or a written statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of the sum identified in the statement within the period identified in the statement, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, if a purchaser fails to request such statement at least five (5) days prior to the closing of the purchase of such Unit, any unpaid assessments and the lien securing them shall be 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 sale proceeds thereof which has priority over all claims except tax liens in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record, except that past due assessments which are evidenced by a notice of lien, recorded pursuant to Section 2.7 have priority over a first mortgage recorded subsequent to the recording of the notice of the lien.

ARTICLE III
ARBITRATION

Section 3.1 Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-Owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration, and the parties shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time shall be applicable to any such arbitration.

Section 3.2 Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 3.1 above, any Co-Owner or the Association may petition the courts to resolve any disputes, claims or grievances.

Section 3.3 Election of Remedies. The election and written consent by the disputing parties to submit any dispute, claim or grievance to arbitration shall preclude such parties from thereafter litigating such dispute, claim or grievance in the courts. Nothing contained in this

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Article III shall limit the rights of the Association or any Co-Owner, described in Section 144 of the Act.

ARTICLE IV
INSURANCE

Section 4.1 Extent of Coverage. The Association shall to the extent appropriate in light of the nature of the Common Elements of the Project and the Easements, carry fire and extended coverage, vandalism and malicious mischief and liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion), officers' and directors' liability insurance and workmen's compensation insurance, if applicable, and other insurance the Association may deem applicable, desirable or necessary pertinent to the ownership, use and maintenance of the Common Elements and the Easements, and such insurance shall be carried and administered in accordance with the following provisions:

(a) **Responsibilities of the Association.** All of the insurance referenced in this Section 4.1 shall be purchased by the Association for the benefit of the Association, the Co-Owners and their mortgagees as their interests may appear, and a provision shall be made for the issuance of mortgagee endorsements to the mortgagees of Co-Owners.

(b) **Insurance of Common Elements.** All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, (except with respect to the private roads) excluding foundation and excavation costs, if any, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives, utilizing commonly employed methods for the reasonable determination of replacement costs.

(c) **Premium Expenses.** All premiums on insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration, and shall be assessed equally against all Units.

(d) **Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, the Co-Owners and their mortgagees, as their interests may appear, provided, however, whenever repair, restoration or replacement of any part 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 same shall be retained by the Association and applied for such repair, restoration or replacement, as applicable.

Section 4.2 Authority of Association to Settle Insurance Claims. Each Co-Owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance by the Association of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to

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the Condominium Project, the Common Elements appurtenant thereto, and the Easements. Without limiting the foregoing, the Association shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect insurance proceeds and to distribute the same to the Association, the Co-Owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), and/or to utilize said proceeds for required repairs, restoration or replacement, to execute releases of liability and to execute all documents and to do all things on behalf of such Co-Owner and the Condominium as shall be necessary or convenient to accomplish the foregoing purposes.

Section 4.3 Co-Owner Responsibilities. Each Co-Owner shall be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the dwelling, appurtenances, and, except with respect to improvements that the Association or the Developer is required to maintain, all other improvements constructed or to be constructed within the perimeter of his Unit, and for his personal property located therein or thereon or elsewhere in the Condominium Project. The Association shall have no responsibility whatsoever to provide such insurance. In addition, except with respect to improvements that the Association or the Developer is required to maintain, each Co-Owner shall be obligated to obtain insurance coverage for personal liability (and, where applicable, workmen's compensation insurance) for occurrences within the perimeter of his Unit, naming the Association and the Developer as additional insureds, and also for any other personal insurance coverage that the Co-Owner wishes to carry. Each Co-Owner shall deliver certificates of insurance coverage that the Co-Owner wishes to carry. Each Co-Owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-Owner under this Section 4.3. If a Co-Owner fails to obtain such insurance or to provide evidence of such insurance to the Association, the Association may, but is not obligated to, obtain such insurance on behalf of the Co-Owner and the premiums for such insurance shall constitute a lien against the Co-Owner's Unit which may be collected in the same manner that assessments may be collected under Article II of these Bylaws.

Section 4.4 Waiver of Subrogation. The Association, as to all policies which it obtains, and all Co-Owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association and any Co-Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-Owner or the Association.

Section 4.5 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 the 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 an individual Co-Owner's Unit, provided, however, that such obligation shall not extend to any claim arising out of an occurrence on or within the Easements unless such claim resulted from the applicable Co-Owner's negligence or wilful misconduct. Each Co-Owner shall carry insurance to secure the indemnity obligations under this Section 4.5, if required by the Association, or if required by the Developer during the Construction and Sales Period. This Section 4.5 is not intended to give any insurer any subrogation right or any other right or claim against any individual Co-owner.

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ARTICLE V
MAINTENANCE

Section 5.1 Co-Owner Responsibility for Maintenance. Each Co-Owner shall be responsible for all maintenance of the dwelling, appurtenances, and all other improvements, fixtures and personal property within his Unit and the Limited Common Elements appurtenant thereto (except to the extent any such Limited Common Element or any portion of the Unit is to be maintained by the Developer or the Association as otherwise provided for herein). If any damage to the dwelling or other improvements constructed within a Co-Owner's Unit or appurtenant Limited Common Element for which the Co-Owner has maintenance obligations adversely affects the appearance of the Project, the Co-Owner shall proceed to remove, repair or replace the damaged property without delay.

Section 5.2 Association Responsibility for Maintenance. Th Association shall be responsible for the maintenance of the General Common Elements and as provided in the Master Deed, for the Easements. Immediately following a casualty to property for which the Association has such maintenance responsibility, the Association shall obtain reliable and detailed cost estimates to repair, restore or replace, as applicable, the damaged property to a condition comparable to that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of such repair, restoration or replacement, or if at any time during such repair, restoration or replacement or upon completion of such repair, restoration or replacement, there are insufficient funds for the payment of such repair, restoration or replacement, the Association shall make an assessment against all Co-Owners for an amount, which when combined with available insurance proceeds, shall be sufficient to fully pay for the cost of such repair, restoration or replacement of the damaged property. Any such assessment made by the Board of Directions of the Association shall be governed by Section 2.3(a) of these Bylaws. Nothing contained in this Section 5.2 is intended to require the Developer or the Association to replace mature trees and vegetation with equivalent trees or vegetation.

Section 5.3 Timely Repair, Restoration or Replacement. If any damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the maintenance thereof shall proceed to repair, restore or replace, as applicable, the damaged property without delay, and shall use its best efforts to complete such action within six (6) months from the date upon which the property damage occurred.

Section 5.4 Eminent Domain. Section 133 of the Act and the following provisions shall control in the event all or a portion of the Project is subject to eminent domain:

(a) **Taking of a Unit or Related Improvements.** Subject to subsection (b) below, in the event all or a portion of a Unit and/or its appurtenant Limited Common Elements are taken by eminent domain, the award for such taking shall be paid to the Co-Owner of such Unit and the mortgagee thereof, as their interests may appear. If the entire Unit is taken by eminent domain, on the acceptance of such award by the Co-Owner and his mortgagee, they shall be divested of all interest in the Condominium Project.

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(b) **Taking of General Common Elements or the Detention Pond.** If there is a taking of any portion of the General Common Elements or the Detention Pond, the condemnation proceeds relative to such taking shall be paid to the Co-Owners and their mortgagees in proportion to their respective undivided interest in the General Common Elements unless pursuant to the affirmative vote of Co-owners representing greater than fifty (50%) percent of the total votes of all Co-Owners qualified to vote, at a meeting duly called for such purpose, the Association is directed to repair, restore or replace the portion so taken or to take such other action as is authorized by a majority vote of the Co-Owners. If the Association is directed by the requisite number of Co-Owners to repair, restore, or replace all or any portion of the General Common Elements or Detention Pond taken, the Association shall be entitled to retain the portion of the condemnation proceeds necessary to accomplish the repair, restoration or replacement of the Detention Pond or applicable General Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-Owners for any condemnation award for the Detention Pond or the General Common Elements and any negotiated settlement approved by the Co-owners representing two-thirds (2/3) or more of the total votes of all Co-Owners qualified to vote shall be binding on all Co-Owners.

(c) **Continuation of Condominium After Taking.** In the event the Condominium Project continues after a taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit or its appurtenant Limited Common Elements shall have been taken, in whole or part, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Units, based upon the continuing value of the Condominium being 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 obtaining the signature or specific approval of any Co-owner, mortgagee or other person.

(d) **Notification of Mortgagees.** In the event all or any portion of a Unit in the Condominium, or all or any portion of the Common Elements is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall notify each institutional holder of a first mortgage lien on any of the Units in the Condominium that is registered in the Association's book of "Mortgagees of Units" pursuant to Section 6.1 of these Bylaws.

Section 5.5 Notification of FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association shall give FHLMC 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 ten thousand ($10,000) dollars in amount or if the damage or taking relates to a Unit covered by a mortgage purchased in whole or in part by FHLMC and exceeds one thousand ($1,000) dollars.

Section 5.6 Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Unit Owner, or any other party, priority over any rights

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of first mortgagees of Units pursuant to their mortgages with respect to any distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

ARTICLE VI
MORTGAGES

Section 6.1 Notice to Association. Any Co-Owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-Owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit written notification of any default in the performance of the obligations of the Co-Owner of such Unit that is not cured within sixty (60) days.

Section 6.2 Insurance. The Association shall notify each mortgagee appearing in the book referenced in Section 6.1 of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 6.3 Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on a Unit 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 VII
VOTING

Section 7.1 Vote. Except as otherwise specified in these Bylaws, each Co-Owner shall be entitled to one (1) vote for each Condominium Unit owned.

Section 7.2 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 to the Association evidence that the Co-Owner owns a Unit. Except as provided in Section 10.2 of these Bylaws, no Co-Owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of Members held in accordance with Section 10.2. The vote of each Co-Owner may be cast only by the individual representative designated by such Co-Owner in the notice required in Section 7.3 below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At the First Annual Meeting, and thereafter, the Developer shall be entitled to vote for each Unit which it owns.

Section 7.3 Designation of Voting Representative. Each Co-Owner shall file with the

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Association a written notice 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 the Co-owner. If a Co-Owner designates himself as the individual representative, he need not file any written notice with the Association. The failure of any Co-Owner to file any written notice shall create a presumption that the Co-Owner has designated himself as the voting representative. The notice shall state the name and address of the individual representative designated, the address of the Unit or Units owned by the Co-Owner and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-Owner. The notice shall be signed and dated by the Co-Owner. An individual representative may be changed by the Co-Owner at any time by filing a new notice in accordance with this Section 7.3. In the event a Unit is owned by multiple Co-Owners who fail to designate an individual voting representative for such Co-Owners, the Co-Owner whose name first appears on record title shall be deemed to be the individual representative authorized to vote on behalf of all the multiple Co-Owners of the Unit(s) and any vote cast in person or by proxy by said individual representative shall be binding upon all such multiple Co-Owners.

Section 7.4 Quorum. The presence in person or by proxy of Co-Owners representing thirty-five (35%) percent of the total number of votes of all Co-Owners qualified to vote shall constitute a quorum for holding a meeting of the Members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 7.5 Voting. Votes may be cast in person or by proxy by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the secretary of the Association at or before the appointed time of each meeting of the Members of the Association. Cumulative voting shall not be permitted.

Section 7.6 Majority. When an action is to be authorized by vote of the Co-Owners of the Association, the action must be authorized by a majority of the votes cast at a meeting duly called for such purpose, unless a greater percentage vote is required by the Master Deed, these Bylaws or the Act.

ARTICLE VIII
MEETINGS

Section 8.1 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 generally recognized rules of parliamentary procedure, which are not in conflict with the Condominium Documents or the laws of the State of Michigan.

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Section 8.2 First Annual Meeting. The First Annual Meeting of Members of the Association may be convened by the Developer in its discretion at any time prior to the date the First Annual Meeting is required to be convened pursuant to this Section 8.2. Notwithstanding the foregoing, the First Annual Meeting must be held (I) within one hundred twenty (120) days following the conveyance of legal or equitable title to non-Developer Co-Owners of seventy-five (75%) percent of all Units; or (ii) fifty-four (54) months from the first conveyance to a non-Developer Co-Owner of legal or equitable title to a Unit, whichever is the earlier to occur. The Developer may call meetings of Members for informative or other appropriate purposes prior to the First Annual Meeting of Members and no such meeting shall be construed as the First Annual Meeting of Members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each Co-Owner's individual representative.

Section 8.3 Annual Meetings. Annual meetings of Association Members shall be held not later than May 30 of each succeeding year following the year in which the First Annual Meeting is held, at a time and place determined by the Board of Directors. At each annual meeting, the Co-Owners shall elect members of the Board of Directors in accordance with Article X of these Bylaws. The Co-Owners may also transact at annual meetings such other Association business as may properly come before them.

Section 8.4 Special Meeting. The President shall call a special meeting of Members as directed by resolution of the Board of Directors or upon presentation to the Association's Secretary of a petition signed by Co-Owners representing one-third (1/3) of the votes of all Co-Owners qualified to vote. 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 8.5 Notice of Meetings. The Secretary (or other Association officer in the secretary's absence) shall provide each Co-owner of record, or, if applicable, a Co-Owner's individual representative, with notice of each annual or special meeting, stating the purpose thereof and the time and place where it is to be held. A notice of an annual or special meeting shall be served at least ten (10) days but not more than sixty (60) days prior to each meeting. The mailing, postage prepaid, of a notice to the individual representative of each Co-Owner at the address shown in the notice filed with the Association under Section 7.3 of these Bylaws shall be deemed properly served. Any Co-Owner or individual representative may waive such notice, by filing with the Association a written waiver of notice signed by such Co-Owner or individual representative.

Section 8.6 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. When a meeting is adjourned to another time or place, it is not necessary to give notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken and only such business is transacted at the adjourned meeting as might have been transacted at the original meeting. However, if after the adjournment, the Board

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of Directors fixes a new record date for the adjourned meeting, a notice of adjourned meeting shall be given to each Co-Owner or Co-Owner's individual representative.

If a meeting is adjourned in accordance with the provisions of this Section 8.6 due to the lack of a quorum, the required quorum at the subsequent meeting shall be two-thirds (2/3) of the required quorum for the meeting that was adjourned, provided that the Board of Directors provides each Co-Owner (or Co-Owner's individual representative) with notice of the adjourned meeting in accordance with Section 8.5 above and provided further the subsequent meeting is held within sixty (60) days from the date of the adjourned meeting.

Section 8.7 Action Without Meeting. Any action required or permitted to be taken at a meeting of Members, may be taken without a meeting, without prior notice and without a vote, if all of the Co-Owners (or their individual representatives) entitled to vote thereon consent thereto in writing. If the Association's Articles of Incorporation so provide, any action required or permitted to be taken at any meeting of Members may be taken without a meeting, without prior notice and without a vote, if a written consent, setting forth the actions so taken, is signed by the Co-Owners (or their individual representatives) having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all Co-Owners entitled to vote thereon were present and voted. Prompt notice of any action that is taken without a meeting by less than unanimous written consent shall be given to the Co-Owners who have not consent in writing.

ARTICLE IX
ADVISORY COMMITTEE

Within one (1) year after the first conveyance to a non-Developer Co-Owner of legal or equitable title to a Unit in the Project or within one hundred twenty (120) days following the conveyance to non-Developer Co-Owners of one-third (1/3) of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three (3) non-Developer Co-Owners. The Committee shall be established 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 non-Developer Co-Owners and to aid in the transition of control of the Association from the Developer to purchaser Co-Owners. The Advisory Committee shall automatically cease to exist when a majority of the Board of Directors of the Association is elected by non-Developer Co-owners. The Developer may at any time remove and replace at its discretion any Member of the Advisory Committee.

ARTICLE X
BOARD OF DIRECTORS

Section 10.1 Number and Qualification of Directors. The Board of Directors shall initially be comprised of three (3) Directors. At such time as the non-Developer Co-Owners are entitled to elect two (2) Members of the Board of Directors in accordance with Section 10.2 below, the Board shall automatically be increased in size from three (3) to five (5) persons. At

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such time as the Board of Directors is increased in size to five (5) persons, all Directors must be Co-Owners, or officers, partners, trustees or employees of Co-Owners that are entities.

Section 10.2 Election of Directors.

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

(b) **Appointment of Non-Developer Co-Owners to Board Prior to First Annual Meeting.** Not later than one hundred twenty (120) days following the conveyance to Non-Developer Co-Owners of legal or equitable title to twenty-five (25%) percent of the Units that may be created, at least one (1) Member (and not less than twenty-five (25%) percent) of the Board of Directors shall be elected by non-Developer Co-Owners. The remaining Members of the Board of Directors shall be selected by Developer. Not later than one hundred twenty (120) days following the conveyance to non-Developer Co-owners of legal or equitable title to fifty (50%) percent of the Units that may e created, the Board of Directors shall be increased to five (5) Members and two (2) of the five (5) Directors shall be elected by non-Developer Co-Owners. The remaining Members of the Board of Directors shall be selected by Developer. When the required percentage levels of conveyance have been reached, the Developer shall notify the non-Developer Co-Owners and request that they hold a meeting to elect the required number of Directors. Upon certification by the Co-Owners to the Developer of the Director or Directors elected, the Developer shall immediately appoint such Director or Directors to the Board, to serve until the First Annual Meeting of Co-Owners, unless he is removed pursuant to Section 10.7 or he resigns or becomes incapacitated.

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

(i) Not later than one hundred twenty (120) days following the conveyance to non-Developer Co-Owners of legal or equitable title to seventy-five (75%) percent of the Units that may be created, the non-Developer Co-Owners shall elect all of the Directors on the Board, except that the Developer shall have the right to designate at least one (1) Director so long as the Developer owns and offers for sale at last ten (10%) percent of the Units in the Project or as long as the Units that remain to be created and sold equal at least ten (10%) percent of all Units that may be created in the Project. Whenever the seventy-five (75%) percent conveyance level is achieved, a meeting of Co-Owners shall promptly be convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the elapse of fifty-four (54) months after the first conveyance to a non-Developer Co-Owner of legal or equitable title to a Unit on the Project, and if title to not less than seventy-five (75%) percent of the Units that may be created has not been conveyed, the non-Developer Co-Owners have the right to elect a number of Members of the Board of Directors in proportion to the percentage of Units they own, and the Developer has the

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right to elect a number of Members of the Board of Directors in proportion to the percentage of Units which are owned by the Developer and for which assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Section 10.2(b) or 10.2(c)(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) above, or if the product of the number of Members of the Board of Directors multiplied by the percentage of Units held by the non-Developer Co-Owners under subsection (b) results in a right of non-Developer Co-Owners to elect a fractional number of Members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of Members of the Board of Directors that the non-Developer Co-Owners have the right to elect. After application of this formula, 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) above.

(iv) At such time as the non-Developer Co-Owners are entitled to elect all of the Directors, 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 (1) slate and the three (3) persons receiving the highest number of votes shall be elected for a term of two (2) years and 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, and the term of office of each Director shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 10.3 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or specifically required to be exercised and done by the Co-Owners.

Section 10.4 Specific Powers and Duties. In addition to the duties imposed by these Bylaws or any further duties which may be imposed by resolution of the Co-Owners of the Association, the Board of Directors shall have the following powers and duties:

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

(b) To collect assessments from the Co-Owners and to expend the proceeds for the purposes of the Association.

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

(d) To reconstruct or repair improvements after casualty.

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

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

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of 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 the affirmative vote of the Co-Owners (or their individual representatives) representing seventy-five (75%) percent of the total votes of all Co-Owners qualified to vote.

(h) To establish rules and regulations in accordance with Section 11.10 of the Master Deed.

(i) To establish such committees as the Board of Directors deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be exclusively performed by the Board.

(j) To enforce the provisions of the Condominium Documents and, from and after the Developer's assignment to the Association of the park areas, the rules and regulations pertaining to said park areas.

Section 10.5 Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 10.3 and 10.4, 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 exclusively performed by or have the approval of the Board of Directions or the Members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, or affiliate of the Developer, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

Section 10.6 Vacancies. Vacancies in the Board of Directors which occur after the

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Transitional Control Date caused by any reason other than the removal of a Director by a vote of the Co-Owners of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among non-Developer Co-Owner elected Directors which occur prior to the Transitional Control Date may be fille d only through election by non-Developer Co-Owners and shall be filled in the manner as specified in Section 10.2(b).

Section 10.7 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 elected by the non-Developer co-Owners may be removed with or without cause by the affirmative vote of the Co-Owners (or their individual representatives) who represent greater than fifty (50%) percent of the total votes of all Co-Owners qualified to vote, and a successor may then and there be elected to fill any vacancy thus created. Any Director whose removal has been proposed by a Co-Owner shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Any Director selected by the non-Developer Co-Owners to serve before the First Annual Meeting may also be removed by such Co-Owners before the First Annual Meeting in the manner described in Section 10.7.

Section 10.8 First Meeting. The first meeting of the elected Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year of the Association. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least ten (10) days prior to the date named for such meeting.

Section 10.9 Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally, by mail, telephone 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 on the written request of two (2) or more Directors.

Section 10.10 Quorum and Required Vote of Board of Directors. At all meetings of the Board of Directors, a Majority of the members of the Board of Directors then in office shall constitute a quorum. The vote of the majority of Directors at a meeting at which a quorum is present constitutes the action of the Board of Directors, unless a greater plurality is required by the Michigan Non-profit Corporation Act, the Articles of Incorporation, the Master Deed or these Bylaws. If a quorum is not present at any meeting of the Board of Directors, the Directors present at such meeting may adjourn the meeting from time to time without notice other than an announcement at the meeting, until the quorum shall be present.

Section 10.11 Consent in Lieu of Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if all Members of

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the Board of Directors consent in writing. The written consent shall be filed with the minutes of the proceedings of the Board of Directors. The consent has the same effect as a vote of the Board of Directors for all purposes.

Section 10.12 Participating in a Meeting by Telephone. A Director may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 10.12 constitutes presence at the meeting.

Section 10.13 Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 10.14 Compensation. The Board of Directors shall not receive any compensation for rendering services in their capacity as Directors, unless approved by the Co-Owners (or their individual representatives) who represent sixty (60%) percent or more of the total votes of all Co-Owners qualified to vote.

Section 10.15 Litigation. The Board of Directors is precluded from initiating any litigation against the Developer in the absence of an affirmative vote of seventy-five (75%) percent of the Co-Owners at a meeting held for the specific purpose of determining whether a lawsuit should be initiated.

ARTICLE XI
OFFICERS

Section 11.1 Selection of Officers. The Board of Directors, at a meeting called for such purpose, shall appoint a president, secretary and treasurer. The Board of Directors may also appoint one (1) or more vice-presidents and such other officers, employees and agents as the Board shall deem necessary, which officers, employees and agents shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. Two (2) or more offices, except that of president and vice-president, may be held by one (1) person who may also be a Director. An officer shall be a Co-Owner, or shareholder, officer, director, employee or partner of a Co-Owner that is an entity.

Section 11.2 Term, Removal and Vacancies. Each officer of the Association shall hold office for the term for which he is appointed until his successor is elected or appointed, or until his resignation or removal. Any officer appointed by the Board of Directors may be removed by the Board of Directors with or without cause at any time. Any officer may resign by written notice to the Board of Directors. Any vacancy occurring in any office may be filled by the Board of Directors.

Section 11.3 President. The President shall be a Member of the Board of Directors and shall act as the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general

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powers and duties which are usually vested in the office of the President of an Association, subject to Section 11.1 above.

Section 11.4 Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other Member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 11.5 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Co-Owners of the Association. He shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

Section 11.6 Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other value effects in the name and to the credit of the Association, in such depositories as may, from time ti time, be designated by the Board of Directors.

ARTICLE XII
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 XIII
FINANCE

Section 13.1 Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-Owners. Such accounts and all other Association records shall be open for inspection by the Co-Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-Owner at least once a year a financial statement, the contents of which shall be determined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Upon request, 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. The costs of any such audit and any accounting expenses shall be expenses of administration.

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Section 13.2 Fiscal Year. The fiscal year of the Association shall be an annual period commencing on the date initially determined by the Directors. The Association's fiscal year may be changed by the Board of Directors in its discretion.

Section 13.3 Bank Accounts. The Association's funds shall initially be deposited in such bank or savings association as may be designated by the Directors. All checks, drafts and order of payment of money shall be signed in the name of the Association in such manner and by such person or persons as the Board of Directors shall from time to time designate for that purpose. The Association's funds may be invested from time to time in accounts or deposit certificates of such bank or savings association that re insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation ad may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XIV
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 14.1 Third Party Actions. To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 14.5 below, indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than action by or in the right of the Association) by reason of the fact the he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including actual and reasonable attorney fees), judgments, fines and amounts reasonably paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption (a) that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association or its Members, and (b) with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

Section 14.2 Actions in the Right of the Association. To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 14.5 below, indemnify any person who was or is a party defendant to or is threatened to be made a party defendant of any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including actual and reasonable attorney fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit and amounts reasonably paid in settlement if he acted in good faith and in a manner he

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reasonably believed to be in or not opposed to the best interests of the Association or its Members, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 14.3 Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have power to indemnify him against such liability under Sections 14.1 and 14.2 above. In addition, the Association may purchase and maintain insurance for its own benefit to indemnify it against any liabilities it may have as a result of its obligations of indemnification made under Sections 14.1 and 14.2 above.

Section 14.4 Expenses of Successful Defense. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 14.1 and 14.2 above, or in defense of any claim, issue or matter therein, or to the extent such person incurs expenses (including actual and reasonable attorney fees) in successfully enforcing the provisions of this Article XIV, he shall be indemnified against expenses (including attorney fees) actually and reasonably incurred by him in connection therewith.

Section 14.5 Determination that Indemnification is Proper. Any indemnification under Sections 14.1 and 14.2 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the person is proper under the circumstances, because he has met the applicable standard of conduct set forth in Sections 14.1 or 14.2 above, whichever is applicable. Notwithstanding anything to the contrary contained in this Article XIV, in no event shall any person be entitled to any indemnification under the provisions of this Article XIV if he is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties. The determination to extend such indemnification shall be made in any one (1) of the following ways:

(a) By a majority vote of a quorum of the Board of Directors consisting of Directors who were not parties to such action, suit or proceeding; or

(b) If such quorum described in (a) is not obtainable, then by a majority vote of a committee of Directors who are not parties to the action, suit or proceeding. The committee shall consist of not less than two (2) disinterested Directors; or

(c) If such quorum described in (a) is not obtainable (or, even if obtainable, a quorum of disinterested Directors, so directs), by independent legal counsel in a written opinion.

If the Association determines that full indemnification is not proper unless Sections 14.1

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or 14.2 above, it may nonetheless determine to make whatever partial indemnification it deems proper. At least ten (10) days prior to the payment of any indemnification claim which is approved, the Board of Directors shall provide all Co-Owners with written notice thereof.

Section 14.6 Expense Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding described in Sections 14.1 and 14.2 above may be paid by the Association in advance of the final disposition of such action, suit or proceeding as provided in Section 14.4 above upon receipt of an undertaking by or on behalf of the person involved to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association. At least ten (10) days prior to advancing any expenses to any person under this Section 14.6, the Board of Directors shall provide all Co-Owners with written notice thereof.

Section 14.7 Former Representatives, Officers, Employees or Agents. The indemnification provided in this Article XIV shall continue as to a person who has ceased to be a Director, officer, employee or agent of the Association and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 14.8 Changes in Michigan Law. In the event of any change of the Michigan statutory provisions applicable to the Association relating to the subject matter of this Article XIV, the indemnification to which any person shall be entitled hereunder arising out of acts or omissions occurring after the effective date of such amendment shall be determined by such changed provisions. No amendment to or repeal of Michigan law with respect to indemnification shall restrict the Association's indemnification undertaking herein with respect to acts or omissions occurring prior to such amendment or repeal. The Board of Directors are authorized to amend this Article XIV to conform to any such changed statutory provisions.

ARTICLE XV
AMENDMENTS

Section 15.1 By Developer. In addition to the rights of amendment provided to the Developer in the various Articles of the Master Deed, the Developer may, within two (2) years following the expiration of the Construction and Sales Period, and without the consent of any Co-Owner, mortgagee or any other person, amend these Bylaws provided such amendment or amendments do not materially alter the rights of Co-Owners or mortgagees.

Section 15.2 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association upon the vote of the majority of the Directors or may be proposed by one-third (1/3) or more in number of the Co-Owners by a written instrument identifying the proposed amendment and signed by the applicable Co-owners.

Section 15.3 Meeting. If any amendment to these Bylaws is proposed by the board of Directors or the Co-Owners, a meeting for consideration of the proposal shall be duly called in accordance with the provisions of these Bylaws.

Section 15.4 Voting. These Bylaws may be amended by the Co-Owners at any regular

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meeting or a special meeting called for such purpose by an affirmative vote of sixty-six and two-thirds (66-2/3%) percent or more of the total votes of all Co-Owners qualified to vote. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of sixty-six and two-thirds (66-2/3%) percent of all mortgagees of Units shall be required. Each mortgagee shall have one (1) vote for each mortgage held. Notwithstanding anything to the contrary contained in this Article XV, during the Construction and Sales Period, these Bylaws shall not be amended in any way without the prior written consent of the Developer.

Section 15.5 Effective Date of Amendment. Any amendment to these Bylaws shall become effective upon the recording of such amendment in the office of the Genessee County Register of Deeds.

Section 15.6 Binding Effect. A copy of each amendment to the Bylaws shall be furnished to every Member of the Association after its adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article XV shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVI
COMPLIANCE

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

ARTICLE XVII
REMEDIES FOR DEFAULT

Any default by a Co-Owner of its obligations under any of the Condominium Documents shall entitle the Association or another Co-Owner or Co-Owners to the following relief:

Section 17.1 Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without limitation, an action to recover damages, injunctive relief, foreclosure of lien (if there is a default in the payment of an assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-Owner or Co-Owners.

Section 17.2 Recovery of Costs. In any proceeding arising because of an alleged

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

Section 17.3 Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-Owner in violation, any structure or condition existing or maintained in violation of the provisions of the Condominium Documents. The Association shall have no liability to any Co-Owner arising out of the exercise of its rights under this Section 17.3.

Section 17.4 Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-Owner shall be grounds for the assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the applicable Co-Owner. No fine may be assessed unless rules and regulations establishing such fines 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 Section 8.5 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. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed twenty-five ($25) dollars for the second violation, fifty ($50) dollars for the third violation or one hundred ($100) dollars for any subsequent violation.

Section 17.5 Non-waiver of Rights. 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 17.6 Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-Owner or Co-Owners pursuant to any of the terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one (1) or more of such rights or remedies shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party under the Condominium Documents or at law or in equity.

Section 17.7 Enforcement of Provisions of Condominium Documents. A Co-Owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-Owner may

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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 XVIII
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, may be assigned by the Developer to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate written instrument in which the assignee or transferee evidences its consent to the acceptance of such powers and rights. Any rights and powers reserved or retained by Developer or its successors and assigns shall expire, at the conclusion of two (2) years following the expiration of the Construction and Sales Period, except as otherwise expressly provided in the Condominium Documents. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer are intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements, the 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 the instruments, documents or agreements that created or reserved such property rights.

ARTICLE XIX
JUDICIAL ACTIONS AND CLAIMS

Actions on behalf of and against the Co-Owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-Owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation of the Association, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-Owners, and shall be governed by the requirements of this Article. The requirements of this Article will ensure that the Co-Owners are fully informed regarding the prospects and likely costs of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-Owner shall have standing to sue to enforce the requirements of this Article. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments.

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Section 19.1 Board of Directors' Recommendation to Co-Owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-Owners that a civil action be filed, and supervising and directing any civil actions that are filed.

Section 19.2 Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-Owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-Owners of the date, time and place of the litigation evaluation meeting shall be sent to all Co-Owners not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8-1/2" x 11" paper:

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

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

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

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

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

(b) A written summary of the relevant experience of the attorney ("litigation attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action, including the following information: (i) the number of years the litigation attorney has practiced law; and (ii) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

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

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

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

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

Section 19.3 Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-Owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-Owners with the written notice of the litigation evaluation meeting.

Section 19.4 Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-Owners in the text of the Association's written notice to the Co-Owners of the litigation evaluation meeting.

Section 19.5 Co-Owner Vote Required. At the litigation evaluation meeting the Co-Owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-Owners. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting. Notwithstanding any other provision of the Condominium Documents, no litigation shall be initiated by the Association against the Developer until such litigation has been approved by an affirmative vote of seventy-five (75%) percent of all members of the Association in number and value attained after a litigation evaluation meeting held specifically for the purpose of approving such action.

Section 19.6 Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to Sections 1 through 10 of this Article shall be paid by special assessment of the Co-Owners ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or any subsequent duly called and noticed

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meeting) by a majority in number and in value of all Co-Owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-Owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-Owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

Section 19.7 Attorney's Written Report. During the course of any civil action authorized by the Co-Owners pursuant to this Article, the retained attorney shall submit a written report ("attorney's written report") to the Board of Directors every thirty (30) days setting forth:

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

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

(c) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but limited to, settlement discussions.

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

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

Section 19.8 Monthly Board Meeting. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

(a) The status of the litigation;

(b) The status of settlement efforts, if any; and

(c) The attorney's written report.

Section 19.9 Changes in the Litigation Assessment. If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-Owners to review the status of the litigation, and to allow the Co-Owners to vote on whether to continue the civil action and increase the litigation special

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assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

Section 19.10 Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-Owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

ARTICLE XX
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 invalidity 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.

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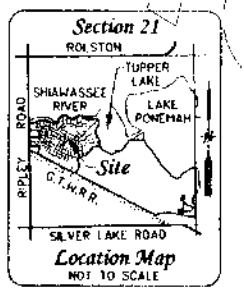
Add Cover

Exhibit "B" To The Master Deed Of

★Liberty Shores★

A Part Of The Northwest 1/4, Southwest 1/4 And Southeast 1/4
Of Section 21, Town 5 North, Range 6 East
Fenton Township, Genesee County, Michigan

Genesee County Condominium Subdivision Plan No. ____



Location Map
NOT TO SCALE

Attention: County Register Of Deeds
The Condominium Plan Number Must Be Assigned In Consecutive Sequence. When A Number Has Been Assigned To This Project, It Must Be Properly Shown In The Title This Sheet And In The Surveyor's Certificate On Sheets 2 Through 14.

Developer
OCTOBER CAPITAL GROUP, I L.C.
6525 Willow Road
W. Bloomfield, Mi 48324

Legal Description

BEGINNING at the West 1/4 Corner of Section 21, Town 5 North, Range 6 East, Fenton Township, Genesee County, Michigan; thence N 01°18'12" W 157.00 feet along the West line of said Section 21 and the centerline of Ripley Road; thence N 88°41'48" E 345.00 feet; thence N 01°18'12" W 196.00 feet; thence S 88°41'48" W 345.00 feet; thence N 01°18'12" W 209.60 feet along said West line of Section 21 and said centerline of Ripley Road to Intermediate Traverse Point "A;" thence continuing N 01°18'12" W 67.8± feet along said West line of Section 21 and said centerline of Ripley Road to the Southerly water's edge of the Shiawassee River; thence Easterly 2030± feet along said Southerly water's edge to an arbitrary point where the Shiawassee River evolves into Tupper Lake, said point being N 24°51'59" E 116.1± feet from Intermediate Traverse Point "B;" thence meandering 1348± feet along the water's edge of Tupper Lake, thence S 78°38'30" W 220.2±. feet; thence S 44°47'35" W 368.7± feet; thence S 69°02'35" W 37.42 feet to Intermediate Traverse Point "C," said Intermediate Traverse Point "C" being the following thirteen courses from said Intermediate Traverse Point "A:" (1) N 75°03'02" E 365.61 feet, (2) N 79°18'05" E 153.91 feet, (3) S 75°16'00" E 100.02 feet, (4) S 68°21'17" E 173.73 feet, (5) S 81°10'40" E 147.68 feet, (6) N 32°48'03" E 247.55 feet, (7) N 68°36'44" E 138.97 feet, (8) S 52°22'09" E 207.34 feet, (9) S 86°21'18" E 396.28 feet to said Intermediate Traverse Point "B," (10) S 29°23'54" E 594.77 feet, (11) S 47°21'16" W 266.47 feet, (12) S 59°08'11" W 236.04 feet, (13) S 23°18'25" E 318.86 feet, thence from Intermediate Traverse Point "C," S 69°02'35" W 229.69 feet; thence S 20°57'25" E 230.28 feet; thence S 26°51'38" W 280.64 feet; thence N 63°08'10" W 1329.43 feet along the Northerly Right-of-Way line of Grand Trunk Western Railroad; thence N 08°39'00" E 246.17 feet; thence N 87°25'00" W 328.25 feet; thence N 01°17'11" W 121.19 feet along the West line of said Section 21 and said centerline of Ripley Road to the Place of Beginning

Including the bottomlands of Tupper Lake located in the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 2. Being a part of the Section 21, Town 5 North, Range 6 East, Fenton Township, Genesee County, Michigan. Containing 59.94 acres of land, more or less to the water's edge.

PROPOSED FUTURE DEVELOPMENT AREA

Commencing at the West 1/4 Corner of Section 21, Town 5 North, Range 6 East, Fenton Township, Genesee County, Michigan; thence S 01°17'11" E 121.19 feet along the West line of said Section 21 and said centerline of Ripley Road; thence S 87°25'00" E 246.17 feet; thence S 08°39'00" W 246.17 feet; thence S 63°08'10" E 1329.43 feet along the Northerly Right-of-Way line of Grand Trunk Western Railroad to the PLACE OF BEGINNING; thence N 26°51'38" E 280.64 feet; thence N 20°57'25" W 230.28 feet; thence N 69°02'35" E 229.69 feet to Intermediate Traverse Point "C;" thence continuing N 69°02'35" E 37.42 feet; thence N 44°47'35" E 368.7± feet; thence N 78°38'30" E 220.2± feet water's edge of Tupper Lake; thence meandering 1238± feet along the water's edge of Tupper Lake to an intersecting point with the East-West 1/4 line of said Section, as previously surveyed, said point being N 30°31'09" W 426.08 feet from Intermediate Traverse Point "D;" thence N 88°56'10" E 520.30 feet along said East-West 1/4 line to an intersecting point with the water's edge of Lake Ponemah, said point being N 12°50'48" E 739.64 feet from Intermediate Traverse Point "E;" thence 2332± feet along the water's edge of Lake Ponemah to the East line of said Section as previously surveyed and monumented; thence S 01°10'19" E 33.1± feet along said East line of Section to Intermediate Traverse Point "F"; thence continuing S 01°10'19" E 755.14 feet along said East line of Section to Intermediate Traverse Point "G;" thence continuing S 01°10'19" E 30.1± feet to the water's edge of Lake Ponemah; thence meandering 2771± feet along the water's edge of Lake Ponemah to an intersecting point with said East line of Section, said point being N 01°10'19" W 543± feet along said East line of Section from the Southeast Corner of said Section; thence S 01°10'19" E 95± feet along said East line of Section to an intersecting point with the water's edge of Lake Ponemah, thence Southerly 249± feet along the water's edge of Lake Ponemah to an intersecting point with the boundary of subject Parcel, said point being N 79°19'57" W 19.0± feet from the East line of said Section (as monumented), said point also being S 79°19'57" E 16.1± feet from Intermediate Traverse Point "H," said Intermediate Traverse Point "H" being the following 21 courses from said Intermediate Traverse Point "C:" (1) S 23°18'25" E 223.68 feet, (2) N 65°58'16" E 302.73 feet, (3) N 80°21'09" E 325.24 feet, (4) S 32°04'20" E 553.00 feet, (5) N 56°26'17" E 457.08 feet, (6) N 05°18'33" E 387.85 feet, (7) S 85°04'22" E 238.23 feet to said Intermediate Traverse Point "D," (8) S 22°00'59" E 371.84 feet to said Intermediate Traverse Point "E," (9) N 88°25'56" E 549.02 feet, (10) S 43°05'37" E 842.12 feet, (11) N 46°43'00" E 460.76 feet, (12) N 51°28'51" E 147.91 feet, (13) N 75°02'24" E 149.78 feet, (14) S 67°31'59" E 58.36 feet to said Intermediate Traverse Point "F," (15) S 67°12'11" E 400.76 feet, (16) S 01°24'50" W 582.52 feet, (17) S 25°14'53" W 147.73 feet to said Intermediate Traverse Point "G" (18) S 27°09'35" W 43.05 feet, (19) S 39°07'24" W 254.62 feet, (20) S 34°40'32" E 206.17 feet and (21) S 07°01'54" E 362.30 feet; thence from Intermediate Traverse Point "H," N 79°19'57" W 837.91 feet; thence S 83°36'50" W 350.00 feet; thence S 26°51'50" W 70.00 feet; thence N 63°08'10" W 2914.00 feet along the Northerly Right-of-Way line of Grand Trunk Western Railroad to the Place of Beginning.

Including the bottomlands of Tupper Lake and Lake Ponemah lying South of the East-West 1/4 line of said Section 21. Being a part of the Section 21, Town 5 North, Range 6 East, Fenton Township, Genesee County, Michigan. Containing 120.25 acres of land, more or less to the water's edge.

NOTE

The land herein described (Liberty Shores and Proposed Future Development Area) are subject to Michigan State Law(s) pertaining Littoral and/or Riparian Rights as set forth in the "Natural Resources and Environmental Protection Act" - Act 451 of 1994, Chapter 324 "Natural Resources and Environmental Protection" Article III - Natural Resources Management, Sub - Chapter I "Inland Waters" (451-1994-III-1 Inland-Waters), also subject to a certain Genesee County Circuit Court Order fixing the mean water level of 869 feet (above sea level) and the high water level of 870 feet (above sea level) for Lake Ponemah, Tupper Lake and Squaw Lake and recorded in Liber 1509, Page 443, Genesee County Records, also subject to the rights of the public over the West 33.00 feet thereof, as occupied by Ripley Road, also subject to easements and restrictions as shown in Atta Commitment, issued by Cislo Title Company, Commitment No. 05-02183, Dated July 20, 2005, Schedule B-II (Exceptions), also subject to and/or together with easements and restrictions, if any

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1	Cover Sheet	
2	Composite Plan	
3	Survey Plans	Section 1 (Units 48-50 & 54-57)
4		Section 2 (Units 1-5, 47 & 53)
5		Section 3 (Units 6-8, 16 & 44-46)
6		Section 4 (Units 9-12)
7		Section 5 (Units 13-15)
8		Section 6 (Units 22-26)
9		Section 7 (Units 21, 27-29 & 34-35)
10		Section 8 (Units 30-33 & 63-64)
11		Section 9 (Part Of Park)
12		Section 10 (Units 38-41 & 60-62)
13		Section 11 (51-52 & 58-59)
14		Section 12 (17-20, 36-37 & 42-43)
15	Site & Utility Plans	Section 1 (Units 48-50 & 54-57)
16		Section 2 (Units 1-5, 47 & 53)
17		Section 3 (Units 6-8, 16 & 44-46)
18		Section 4 (Units 9-12)
19		Section 5 (Units 13-15)
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22		Section 8 (Units 30-33 & 63-64)
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25		Section 11 (51-52 & 58-59)
26		Section 12 (17-20, 36-37 & 42-43)
27	Floodplain Plan	
28	Curve, Building Setback & Line Tables Sheet	
29	Coordinate Point Tables Sheet	

STATE OF MICHIGAN
JOHN C. HAAS II
PROFESSIONAL SURVEYOR
No. 47198

JOHN C. HAAS II
PROFESSIONAL SURVEYOR No. 47198

SEPTEMBER 19, 2005
PROPOSED DATED

SHEET 1

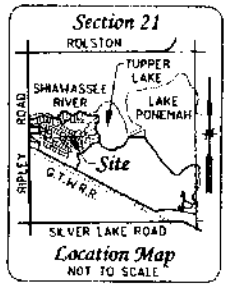
D-Line Inc
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

Exhibit "B" To The Master Deed Of

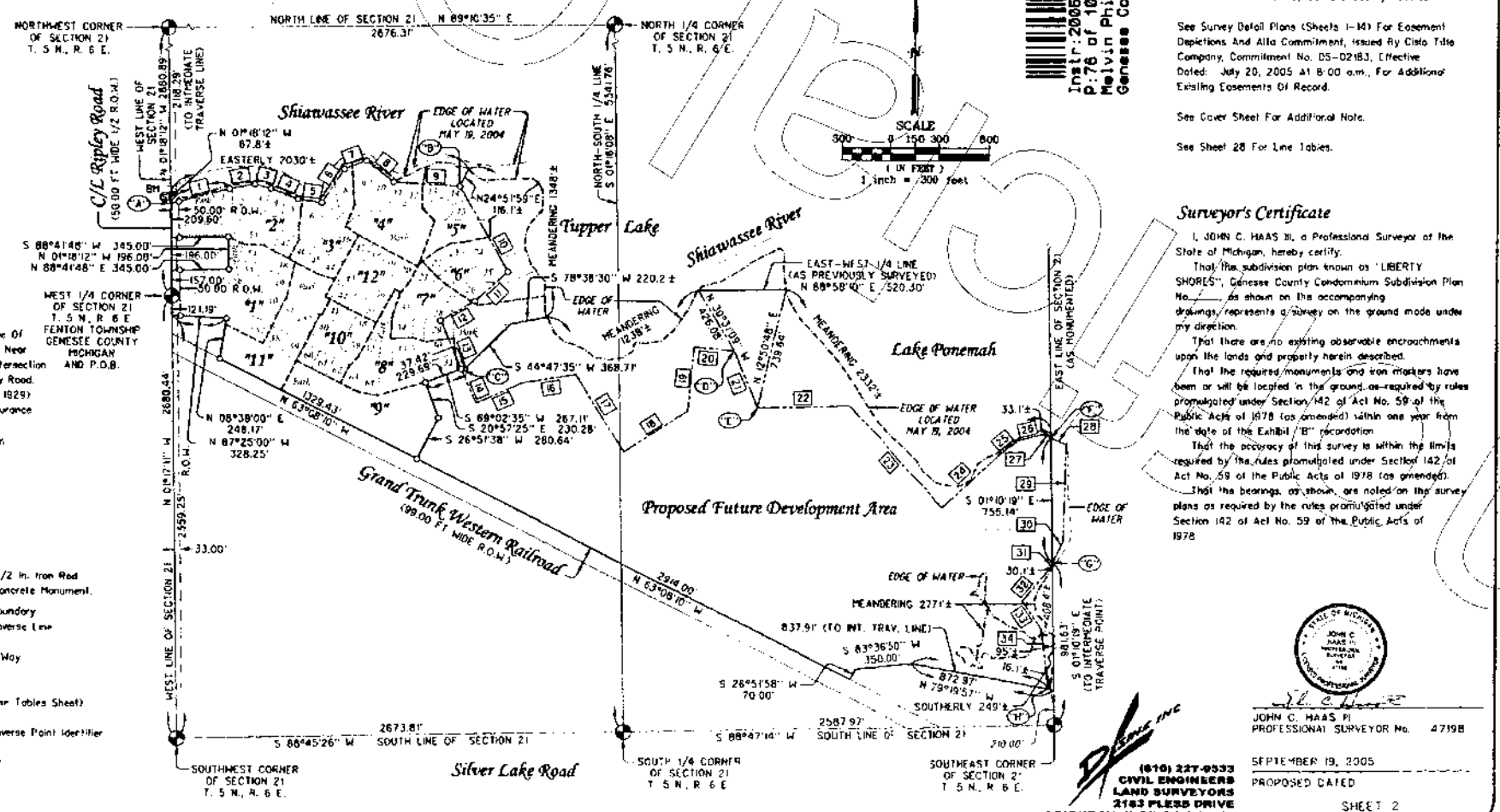
★Liberty Shores★

A Part Of The Northwest 1/4, Southwest 1/4 And Southeast 1/4
Of Section 21, Town 5 North, Range 6 East
Fenton Township, Genesee County, Michigan

Survey & Composite Plan



Location Map
NOT TO SCALE



Benchmark: BM

Chiseled "X" On Northeast Side Of Sanitary Manhole Rim, Located Near Southwest Bridge Corner At Intersection Of Shiawassee River And Ripley Road. Elevation = 872.20 (NGVD Of 1929) (Reference: RM7 Of Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date: January 16, 1981) (See Sheets 2, 4 And 16)

Legend

The Symbol "○" Indicates A 1/2 In. Iron Rod Encased In A 4 In. X 36 In. Concrete Monument.

- Condominium Boundary
- Intermediate Traverse Line
- Edge of Water
- Road Right-Of-Way
- Match Line
- 00 — Line Identifier (See Curve & Line Tables Sheet)
- (A) — Intermediate Traverse Point Identifier
- "11" — Section Identifier

Inst#:200509270094119 09/27/2005
P:76 of 103 F:$320.00 1:16PM
Melvin Phillip McCree T20050030669
Genesee County Register TC

Developer

OCTOBER CAPITAL GROUP, L.L.C
6525 Milton Road
W. Bloomfield, MI 48324

Notes:

All Dimensions Are In Feet Or Decimals Thereof.

All Curvilinear Dimensions Are Shown Along The Arc.

Bearings Are Based On Certified Land Survey By Desine Inc., As Recorded In Instrument No. 200506070058335, Genesee County Records.

See Survey Detail Plans (Sheets 1-14) For Easement Depictions And Alta Commitment, Issued By Cisto Title Company, Commitment No. 05-02183, Effective Dated: July 20, 2005 At 8:00 a.m., For Additional Existing Easements Of Record.

See Cover Sheet For Additional Note.

See Sheet 28 For Line Tables.

Surveyor's Certificate

I, JOHN C. HAAS III, a Professional Surveyor of the State of Michigan, hereby certify:

That the subdivision plan known as "LIBERTY SHORES", Genesee County Condominium Subdivision Plan No. ____, as shown on the accompanying drawings, represents a survey on the ground made under my direction.

That there are no existing observable encroachments upon the lands and property herein described.

That the required monuments and iron markers have been or will be located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended) within one year from the date of the Exhibit "B" recordation.

That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended).

That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

STATE OF MICHIGAN — JOHN C. HAAS III — 47198 — REGISTERED PROFESSIONAL SURVEYOR

JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

SEPTEMBER 19, 2005
PROPOSED DATED

DESINE INC
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

Not Official Document

Exhibit "B" To The Master Deed Of

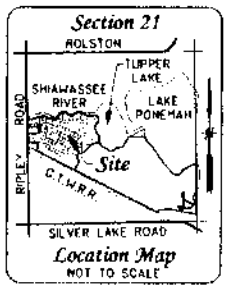
★ Liberty Shores ★

A Part Of The Northwest 1/4, Southwest 1/4 And Southeast 1/4
Of Section 21, Town 5 North, Range 6 East
Fenton Township, Genesee County, Michigan

Survey Detail Plan Section 1

Instr: 200509270094119 09/27/2005
P.77 of 103 F: $320.00 1:16PM
Melvin Phillip McCrea T20050030869
Genesee County Register TC

Developer
OCTOBER CAPITAL GROUP, L.L.C.
6525 Willow Road
W Bloomfield, MI 48324



Notes:

According To Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date: January 16, 1981, Part Of The Condominium Site Is Located Inside Of Zones "A1 And A2" (Areas Of 100-Year Flood, Base Flood Elevations And Flood Hazard Factors Determined) And Zone "B" (Areas Between Limits Of The 100-Year Flood And 500-Year Flood, Or Certain Areas Subject To 100-Year Flooding With Average Depths Less Than One Foot Or Where The Contributing Drainage Area Is Less That One Square Mile; Or Areas Protected By Levees From The Base Flood.).

The Entire General Common Element Of This Condominium (Parks And Roads) Are Encumbered By A Private Easement For Public Utilities.

The Entire Park Areas Are Encumbered By A Private Easement For Storm Water Drainage.

See Alta Commitment, Issued By Cisco Title Company, Commitment No. 05-02183, Effective Dated July 20, 2005 At 8.00 a.m. For Existing Easements Of Record.

All Dimensions Are In Feet Or Decimals Thereof.

All Curvilinear Dimensions Are Shown Along The Arc

Bearings Are Based On Certified Land Survey By Desine Inc., As Recorded In Instrument No. 200506D70058335, Genesee County Records.

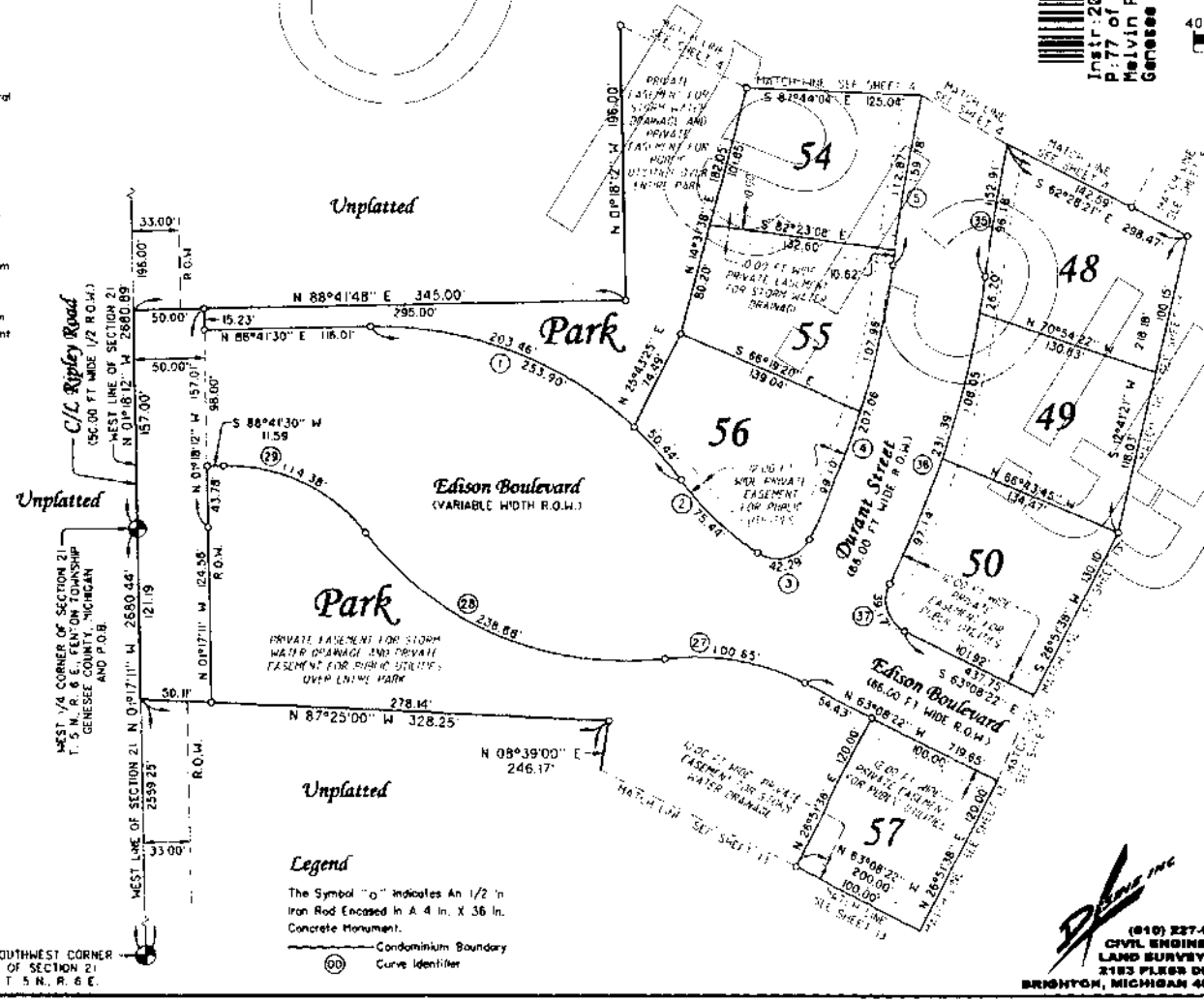
All Roads (Edison Boulevard, Ford Avenue, Durant Street, Fulton Court, Webster Drive And Wright Drive) Are Private Road Right-Of-Ways.

See Cover Sheet For Additional Note

See Sheet 28 For Curve And Line Tables.

Benchmark:

Chiseled "X" On Northeast Side Of Sanitary Manhole Rim, Located Near Southwest Bridge Corner At Intersection Of Shiawassee River And Ripley Road. Elevation = 672.20 (NGVD Of 1929) (Reference: RM7 Of Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date: January 16, 1981) (See Sheets 2, 4 And 18)



Legend

The Symbol "○" Indicates An 1/2 'n Iron Rod Encased In A 4 In. X 36 In. Concrete Monument.

——— Condominium Boundary

(00) Curve Identifier

Surveyor's Certificate

I, JOHN C. HAAS III, a Professional Surveyor of the State of Michigan, hereby certify

That the subdivision plan known as "LIBERTY SHORES", Genesee County Condominium Subdivision Plan No.____, as shown on the accompanying drawings, represents a survey on the ground made under my direction.

That there are no existing observable encroachments upon the lands and property herein described.

That the required monuments and iron markers have been or will be located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended) within one year from the date of the Exhibit "B" recordation.

That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended).

That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

STATE OF MICHIGAN
JOHN C. HAAS III
PROFESSIONAL SURVEYOR
21198

JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

SEPTEMBER 9, 2005

PROPOSED DATED

DESINE INC
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

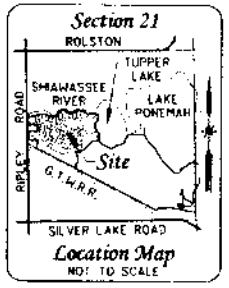
Adobe

Exhibit "B" To The Master Deed Of

★ Liberty Shores ★

A Part Of The Northwest 1/4, Southwest 1/4 And Southeast 1/4
Of Section 21, Town 5 North, Range 6 East
Fenton Township, Genesee County, Michigan

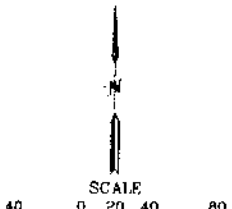
Survey Detail Plan Section 2



Location Map
NOT TO SCALE

Developer
OCTOBER CAPITAL GROUP, L.L.C.
6525 Willow Road
W. Bloomfield, MI 48324

Instr:200509270094119 09/27/2005
P:78 of 103 F:$320.00 1:16PM
Melvin Phillip McCree T20050030669
Genesee County Register TC



Benchmark: BM

Chiseled "X" On Northeast Side Of Sanitary Manhole Rim, Located Near Southwest Bridge Corner At Intersection Of Shiawassee River And Ripley Road.
Elevation = 872.26 (NGVD Of 1929)
(Reference: RM7 Of Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date: January 16, 1981)
(See Sheets 2, 4 And 16)

Notes:

According To Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date: January 16, 1981, Part Of The Condominium Site Is Located Inside Of Zones "A1 And A2" (Areas Of 100-Year Flood; Base Flood Elevations And Flood Hazard Factors Determined) And Zone "B" (Areas Between Limits Of The 100 Year Flood And 500-Year Flood; Or Certain Areas Subject To 100-Year Flooding With Average Depths Less Than One Foot Or Where The Contributing Drainage Area Is Less That One Square Mile, Or Areas Protected By Levees From The Base Flood.)

The Entire General Common Element Of This Condominium (Parks And Roads) Are Encumbered By A Private Easement For Public Utilities

The Entire Park Areas Are Encumbered By A Private Easement For Storm Water Drainage

See Alta Commitment, Issued By Cislo Title Company, Commitment No. 05-02183, Effective Dated July 20, 2005 At 8.00 a.m. For Existing Easements Of Record.

All Dimensions Are In Feet Or Decimals Thereof

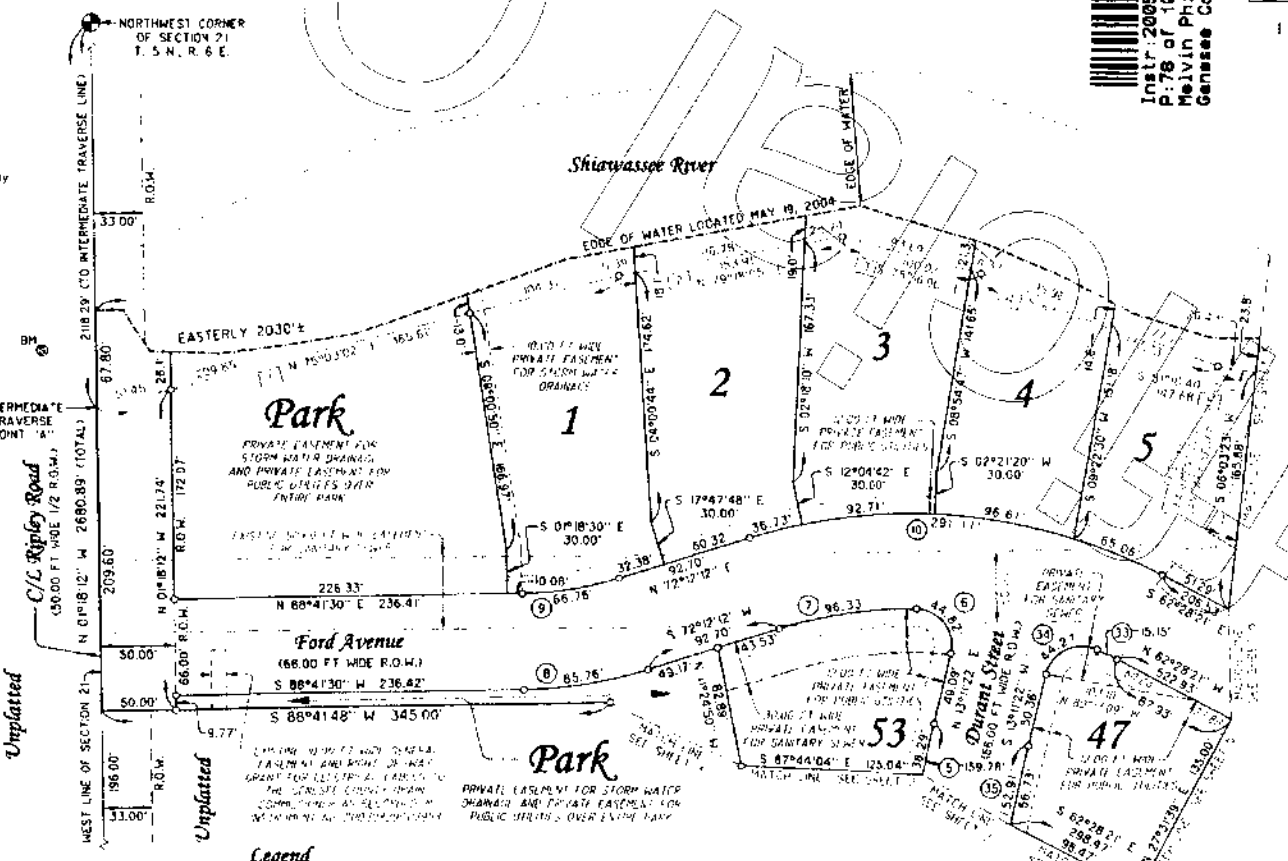
All Curvilinear Dimensions Are Shown Along The Arc.

Bearings Are Based On Certified Land Survey By Desine Inc., As Recorded In Instrument No. 200506070058335, Genesee County Records

All Roads (Edison Boulevard, Ford Avenue, Durant Street, Fulton Court, Webster Drive And Wright Drive) Are Private Road Right-Of-Ways.

See Cover Sheet For Additional Note

See Sheet 28 For Curve And Line Tables



Legend

The Symbol "○" Indicates An 1/2 In. Iron Rod Encased In A 4 In. X 36 In. Concrete Monument.

- Condominium Boundary
- Intermediate Traverse Line
- Edge of Water
- Match Line
- 00 Line Identifier (See Tables Sheet)
- 00 Curve Identifier
- Existing Easement For Sanitary Sewer
- Private Easement For Sanitary Sewer

Surveyor's Certificate

I, JOHN C. HAAS III, a Professional Surveyor of the State of Michigan, hereby certify

That the subdivision plan known as "LIBERTY SHORES", Genesee County Condominium Subdivision Plan No._____, as shown on the accompanying drawings, represents a survey on the ground made under my direction.

That there are no existing observable encroachments upon the lands and property herein described.

That the required monuments and iron markers have been or will be located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended) within one year from the date of the Exhibit "B" recordation

That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended).

That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

STATE OF MICHIGAN
JOHN C HAAS III
PROFESSIONAL SURVEYOR
No. 47198

JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

SEPTEMBER 19, 2005
PROPOSED DATED

SHEET 4

DESINE INC
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

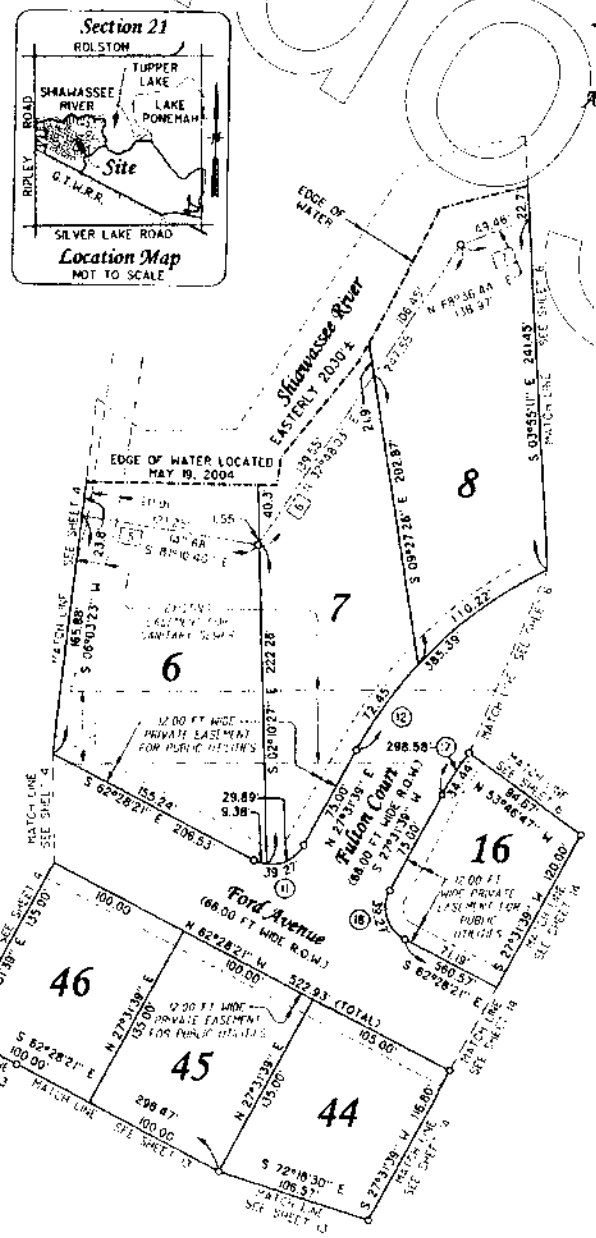
Instr:200509270094419 09/27/2005 1:16PM
P:79 of 103 F:$320.00 T20050030669
Melvin Phillip McCree
Genesee County Register TC

Exhibit "B" To The Master Deed Of

★ Liberty Shores ★

A Part Of The Northwest 1/4, Southwest 1/4 And Southeast 1/4
Of Section 21, Town 5 North, Range 6 East
Fenton Township, Genesee County, Michigan

Survey Detail Plan Section 3



Notes:

According To Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date: January 16, 1981, Part Of The Condominium Site Is Located Inside Of Zones "A1 And A2" (Areas Of 100-Year Flood; Base Flood Elevations And Flood Hazard Factors Determined) And Zone "B" (Areas Between Limits Of The 100-Year Flood And 500-Year Flood, Or Certain Areas Subject To 100-Year Flooding With Average Depths Less Than One Foot Or Where The Contributing Drainage Area Is Less That One Square Mile; Or Areas Protected By Levees From The Base Flood.).

The Entire General Common Element Of This Condominium (Parks And Roads) Are Encumbered By A Private Easement For Public Utilities.

The Entire Park Areas Are Encumbered By A Private Easement For Storm Water Drainage.

See Alta Commitment, Issued By Oslo Title Company, Commitment No. 05-02163, Effective Dated: July 20, 2005 At 8:00 a.m. For Existing Easements Of Record.

All Dimensions Are In Feet Or Decimals Thereof.

All Curvilinear Dimensions Are Shown Along The Arc.

Bearings Are Based On Certified Land Survey By Desine Inc., As Recorded In Instrument No. 200508070058335, Genesee County Records.

All Roads (Edison Boulevard, Ford Avenue, Durant Street, Fulton Court, Webster Drive And Wright Drive) Are Private Road Right-Of-Ways.

See Cover Sheet For Additional Note.

See Sheet 26 For Curve And Line Tables.

Benchmark:

Chiseled "X" On Northeast Side Of Sanitary Manhole Rim, Located Near Southwest Bridge Corner At Intersection Of Shiawassee River And Ripley Road.
Elevation = 872.20 (NGVD Of 1929)
(Reference: RM7 Of Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date: January 16, 1981)
(See Sheets 2, 4 And 16)

Legend

The Symbol "○" Indicates An 1/2 In. Iron Rod Encased In A 4 In. X 36 In. Concrete Monument

- Condominium Boundary
- Intermediate Traverse Line
- Edge of Water
- (00) Line Identifier (See Tables Sheet)
- (00) Curve Identifier
- Existing Easement For Sanitary Sewer

Developer

OCTOBER CAPITAL GROUP, L.L.C
6525 Willow Road
W. Bloomfield, MI 48324

SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 feet

Surveyor's Certificate

I, JOHN C. HAAS III, a Professional Surveyor of the State of Michigan, hereby certify

That the subdivision plan known as "LIBERTY SHORES", Genesee County Condominium Subdivision Plan No. ____, as shown on the accompanying drawings, represents a survey on the ground made under my direction.

That there are no existing observable encroachments upon the lands and property herein described.

That the required monuments and iron markers have been or will be located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended) within one year from the date of the Exhibit "B" recordation.

That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended).

That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

SEPTEMBER 19, 2005
PROPOSED DATED

Acad
Copy

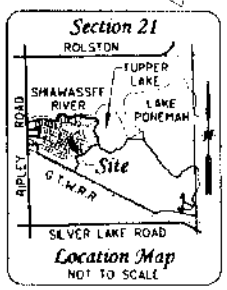
Instr:200509270094119 09/27/2005 1:16PM
P:80 of 103 F:$320.00 T20050030669
Melvin Phillip McCrea TC
Genesee County Register

Exhibit "B" To The Master Deed Of

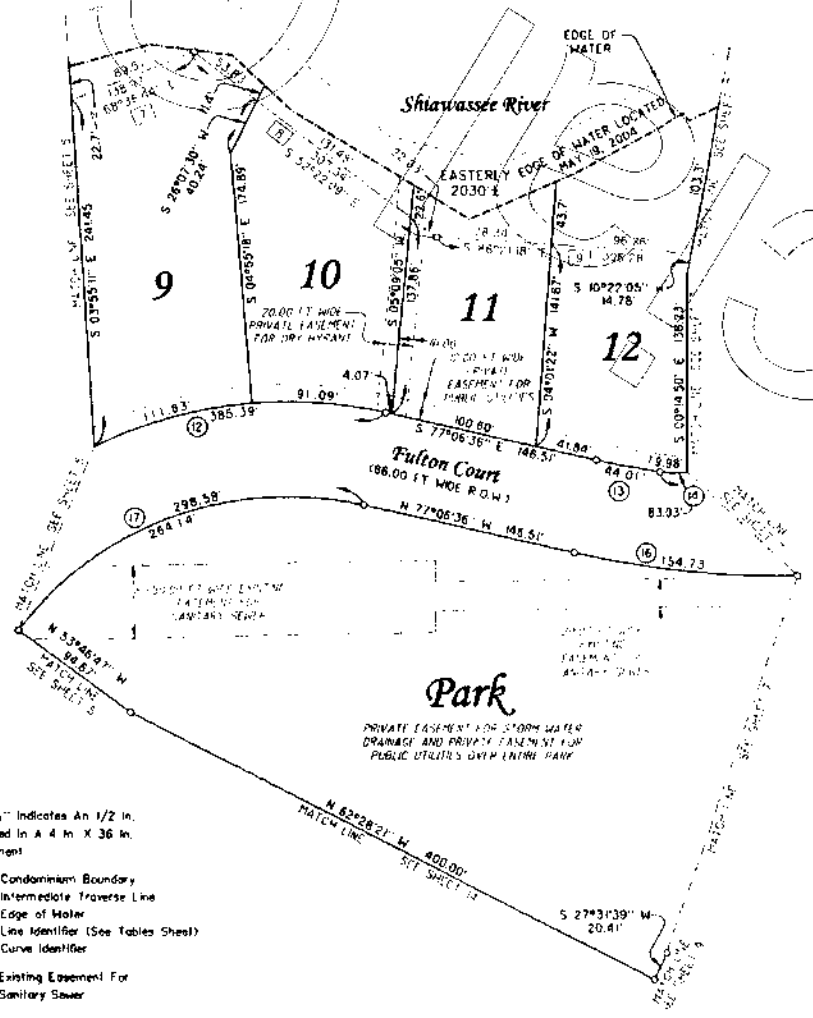
★ Liberty Shores ★

A Part Of The Northwest 1/4, Southwest 1/4 And Southeast 1/4
Of Section 21, Town 5 North, Range 6 East
Fenton Township, Genesee County, Michigan

Survey Detail Plan Section 4



Location Map
NOT TO SCALE



Notes:

According To Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date: January 16, 1981, Part Of The Condominium Site Is Located Inside Of Zones "A1 And A2" (Areas Of 100-Year Flood; Base Flood Elevations And Flood Hazard Factors Determined) And Zone "B" (Areas Between Limits Of The 100-Year Flood And 500-Year Flood; Or Certain Areas Subject To 100-Year Flooding With Average Depths Less Than One Foot Or Where The Contributing Drainage Area Is Less That One Square Mile; Or Areas Protected By Levees From The Base Flood.).

The Entire General Common Element Of This Condominium (Parks And Roads) Are Encumbered By A Private Easement For Public Utilities.

The Entire Park Areas Are Encumbered By A Private Easement For Storm Water Drainage.

See Title Commitment, Issued By Cislo Title Company, Commitment No 05-02183, Effective Dated: July 20, 2005 At 8:00 a.m. For Existing Easements Of Record.

All Dimensions Are In Feet Or Decimals Thereof.

All Curvilinear Dimensions Are Shown Along The Arc.

Bearings Are Based On Certified Land Survey By Desine Inc., As Recorded In Instrument No. 200508070058335, Genesee County Records.

All Roads (Edison Boulevard, Ford Avenue, Durant Street, Fulton Court, Webster Drive And Wright Drive) Are Private Road Right-Of-Ways.

See Cover Sheet For Additional Note

See Sheet 28 For Curve And Line Tables.

Benchmark: BM

Chiseled "X" On Northeast Side Of Sanitary Manhole Rim, Located Near Southwest Bridge Corner At Intersection Of Shiawassee River And Ripley Road
Elevation = 872.20 (NGVD Of 1929)
(Reference: RM7 Of Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No 260394 0008 B, Effective Date: January 16, 1981)
(See Sheets 2, 4 And 16)

Legend

The Symbol "○" Indicates An 1/2 In. Iron Rod Encased In A 4 In. X 36 In. Concrete Monument

- Condominium Boundary
- Intermediate Traverse Line
- Edge of Water
- (00) Line Identifier (See Tables Sheet)
- (00) Curve Identifier
- Existing Easement For Sanitary Sewer

Developer

OCTOBER CAPITAL GROUP, L.L.C.
6525 Willow Road
W. Bloomfield, Mi 48324

SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 feet

Surveyor's Certificate

I, JOHN C. HAAS III, a Professional Surveyor of the State of Michigan, hereby certify:

That the subdivision plan known as "LIBERTY SHORES", Genesee County Condominium Subdivision Plan No _____ as shown on the accompanying drawings, represents a survey on the ground made under my direction.

That there are no existing observable encroachments upon the lands and property herein described.

That the required monuments and iron markers have been or will be located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended) within one year from the date of the Exhibit "B" recordation.

That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended).

That the bearings, as shown or noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

JOHN C. HAAS III
PROFESSIONAL SURVEYOR No 47198

SEPTEMBER 19, 2005
PROPOSED DATED

SHEET 6

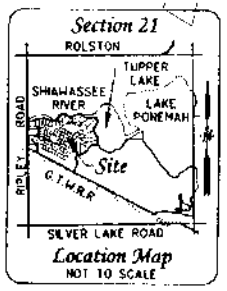
Not to be used for construction

Exhibit "B" To The Master Deed Of

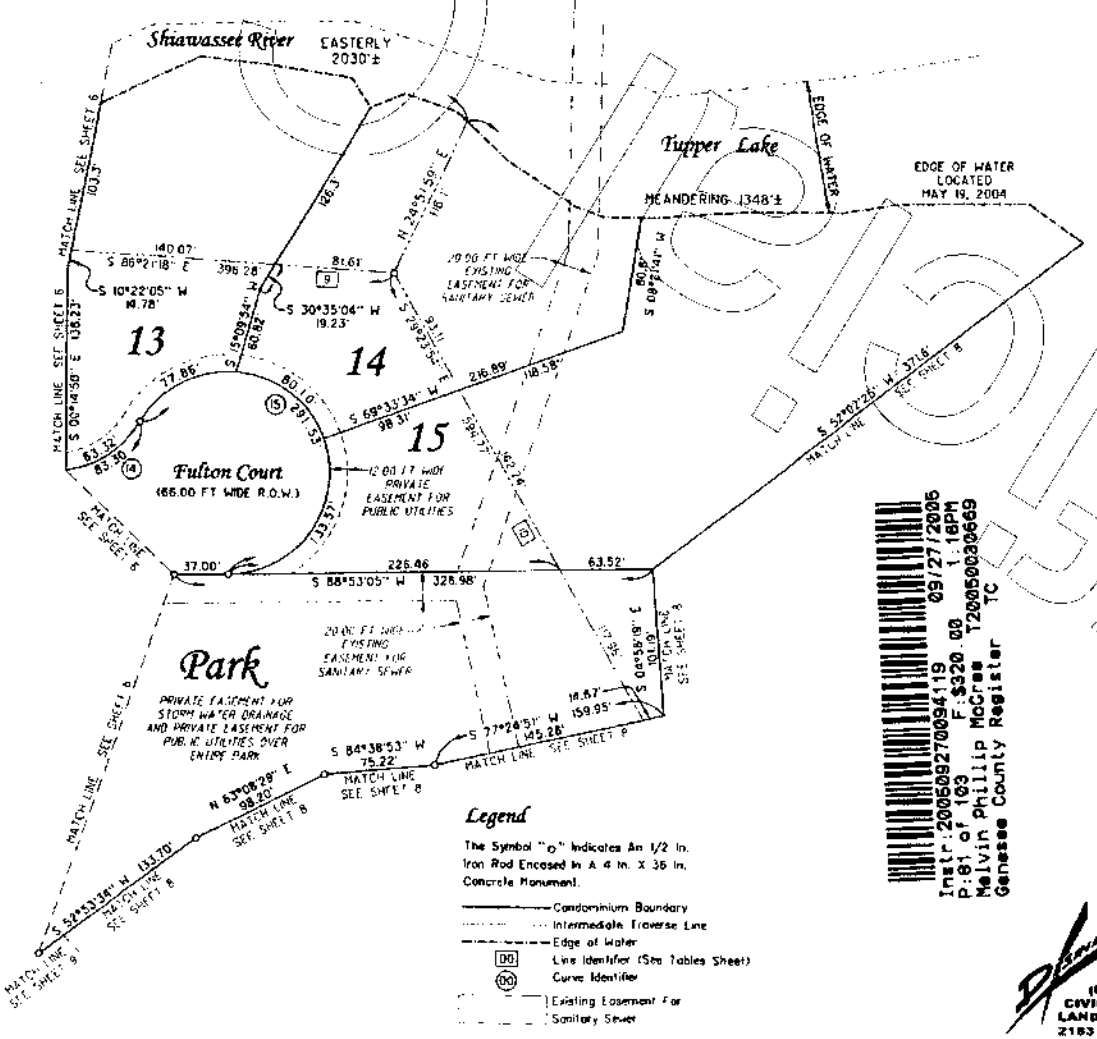
★ Liberty Shores ★

A Part Of The Northwest 1/4, Southwest 1/4 And Southeast 1/4
Of Section 21, Town 5 North, Range 6 East
Fenton Township, Genesee County, Michigan

Survey Detail Plan Section 5



Location Map
NOT TO SCALE



Legend

The Symbol "○" Indicates An 1/2 In. Iron Rod Encased In A 4 In. X 36 In. Concrete Monument.

- Condominium Boundary
- Intermediate Traverse Line
- Edge of Water
- (D0) Line Identifier (See Tables Sheet)
- (C0) Curve Identifier
- Existing Easement For Sanitary Sewer

Developer

OCTOBER CAPITAL GROUP, L.L.C.
6525 Willow Road
W. Bloomfield, MI 48324

N

SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 feet

Notes:

According To Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date: January 16, 1981, Part Of The Condominium Site is Located Inside Of Zones "A1 And A2" (Areas Of 100-Year Flood; Base Flood Elevations And Flood Hazard Factors Determined) And Zone "B" (Areas Between Limits Of The 100-Year Flood And 500-Year Flood; Or Certain Areas Subject To 100-Year Flooding With Average Depths Less Than One Foot Or Where The Contributing Drainage Area Is Less That One Square Mile; Or Areas Protected By Levees From The Base Flood.).

The Entire General Common Element Of This Condominium (Parks And Roads) Are Encumbered By A Private Easement For Public Utilities.

The Entire Park Areas Are Encumbered By A Private Easement For Storm Water Drainage.

See Title Commitment, Issued By Cislo Title Company, Commitment No. 05-02183, Effective Dated: July 20, 2005 At 8:00 a.m. For Existing Easements Of Record.

All Dimensions Are In Feet Or Decimals Thereof.

All Curvilinear Dimensions Are Shown Along The Arc.

Bearings Are Based On Certified Land Survey By Desine Inc., As Recorded In Instrument No. 2005060700058335, Genesee County Records.

All Roads (Edison Boulevard, Ford Avenue, Durant Street, Fulton Court, Webster Drive And Wright Drive) Are Private Road Right-Of-Ways.

See Cover Sheet For Additional Note.

See Sheet 28 For Curve And Line Tables.

Benchmark:

BM ⊙

Chiseled "X" On Northeast Side Of Sanitary Manhole Rim, Located Near Southwest Bridge Corner At Intersection Of Shiawassee River And Ripley Road.
Elevation = 872.20 (NGVD Of 1929)
(Reference: BM) Of Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date: January 16, 1981)
(See Sheets 2, 4 And 16)

Surveyor's Certificate

I, JOHN C. HAAS III, a Professional Surveyor of the State of Michigan, hereby certify:

That the subdivision plan known as "LIBERTY SHORES", Genesee County Condominium Subdivision Plan No. ____, as shown on the accompanying drawings, represents a survey on the ground made under my direction.

That there are no existing observable encroachments upon the lands and property herein described.

That the required monuments and iron markers have been or will be located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended) within one year from the date of the Exhibit "B" recordation.

That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended).

That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

Instr:200509270094119
09/27/2006 01:16PM
P:81 of 103 F:$320.00
Melvin Phillip McCrae T20050030669
Genesee County Register
TC

STATE OF MICHIGAN
JOHN C. HAAS III
PROFESSIONAL SURVEYOR
No. 47188

JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47188

SEPTEMBER 19, 2005
PROPOSED DATED

SHEET 7

(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

Copy

Add Checklist

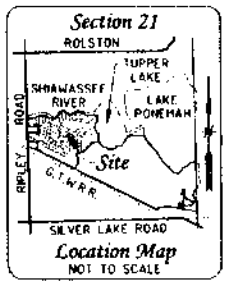
Instr:200509270094119 09/27/2005
P:82 of 103 F:$320.00 1:16PM
Melvin Phillip McCree T20050030669
Genesee County Register TC

Exhibit "B" To The Master Deed Of

★ Liberty Shores ★

A Part Of The Northwest 1/4, Southwest 1/4 And Southeast 1/4
Of Section 21, Town 5 North, Range 6 East
Fenton Township, Genesee County, Michigan

Survey Detail Plan Section 6



Notes:

According To Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date: January 16, 1981, Part Of The Condominium Site Is Located Inside Of Zones "A1 And A2" (Areas Of 100-Year Flood; Base Flood Elevations And Flood Hazard Factors Determined) And Zone "B" (Areas Between Limits Of The 100-Year Flood And 500-Year Flood; Or Certain Areas Subject To 100-Year Flooding With Average Depths Less Than One Foot Or Where The Contributing Drainage Area Is Less That One Square Mile, Or Areas Protected By Levees From The Base Flood.)

The Entire General Common Element Of This Condominium (Parks And Roads) Are Encumbered By A Private Easement For Public Utilities.

The Entire Park Areas Are Encumbered By A Private Easement For Storm Water Drainage

See Alta Commitment, Issued By Cisko Title Company, Commitment No. 05-02183, Effective Dated: July 20, 2005 At 8:00 a.m. For Existing Easements Of Record.

All Dimensions Are In Feet Or Decimals Thereof.

All Curvilinear Dimensions Are Shown Along The Arc.

Bearings Are Based On Certified Land Survey By Desine Inc., As Recorded In Instrument No. 200506070058335, Genesee County Records.

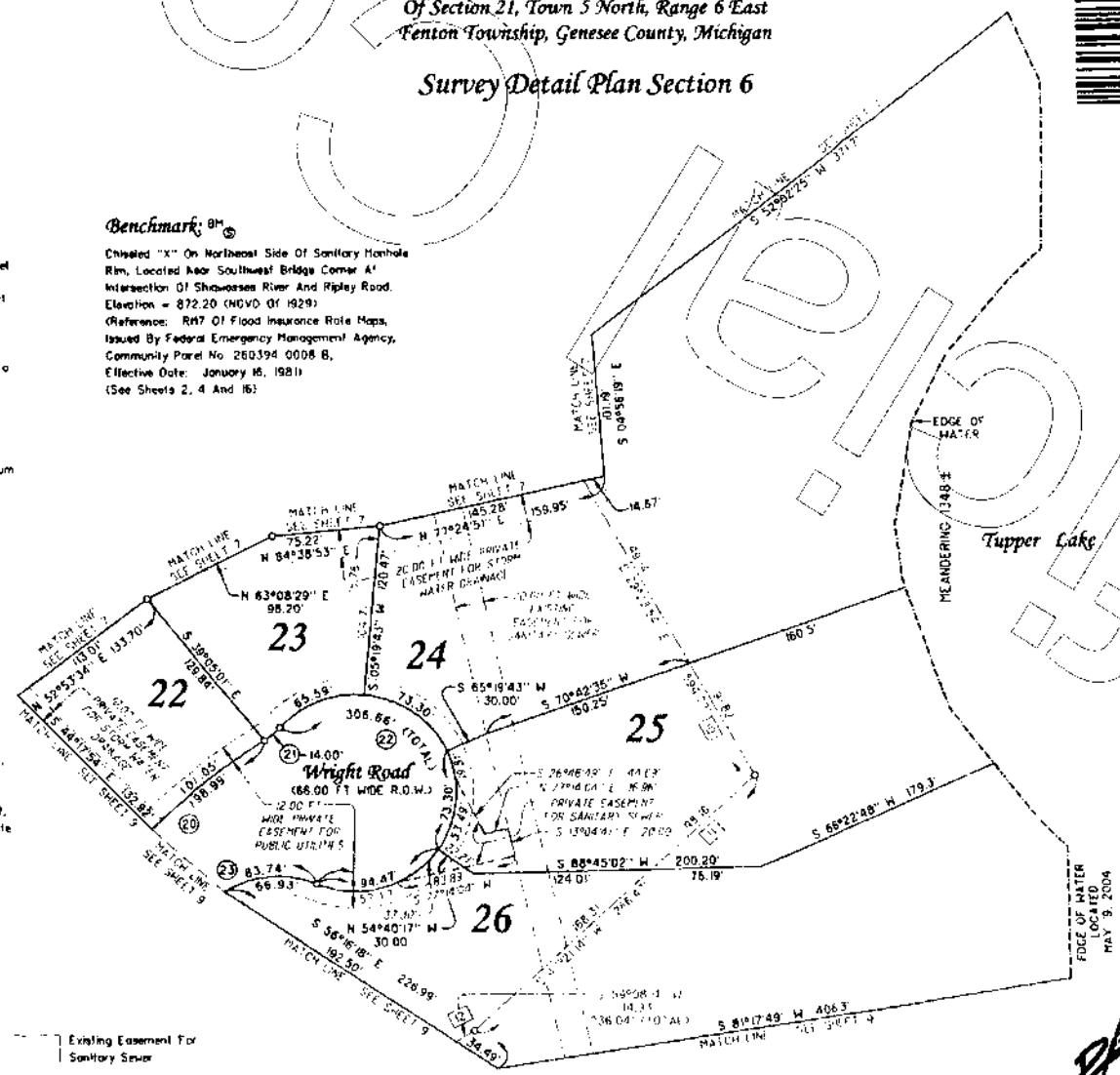
All Roads (Edison Boulevard, Ford Avenue, Durant Street, Fulton Court, Webster Drive And Wright Drive) Are Private Road Right-Of-Ways

See Cover Sheet For Additional Note.

See Sheet 28 For Curve And Line Tables.

Benchmark: BM

Chiseled "X" On Northeast Side Of Sanitary Manhole Rim, Located Near Southwest Bridge Corner At Intersection Of Shiawassee River And Ripley Road. Elevation = 872.20 (NGVD Of 1929) (Reference: Rm7 Of Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date: January 16, 1981) (See Sheets 2, 4 And 16)



Legend

The Symbol "○" Indicates An 1/2 In. Iron Rod Encased In A 4 In. X 16 In. Concrete Monument.

- Condominium Boundary
- Intermediate Traverse Line
- Edge of Water
- (DD) Line Identifier (See Tables Sheet)
- (00) Curve Identifier
- Existing Easement For Sanitary Sewer
- Private Easement For Sanitary Sewer

Developer

OCTOBER CAPITAL GROUP, L.L.C.
6525 Willow Road
W. Bloomfield, Mi 48324

SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 feet

Surveyor's Certificate

I, JOHN C. HAAS III, a Professional Surveyor of the State of Michigan, hereby certify.

That the subdivision plan known as "LIBERTY SHORES", Genesee County Condominium Subdivision Plan No.____ as shown on the accompanying drawings, represents a survey on the ground made under my direction.

That there are no existing observable encroachments upon the lands and property herein described.

That the required monuments and iron markers have been or will be located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended) within one year from the date of the Exhibit "B" recordation.

That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended).

That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

DESINE INC
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

SEPTEMBER 19, 2005
PROPOSED DATED

SHEET 8

ACTUAL SIZE

Exhibit "B" To The Master Deed Of

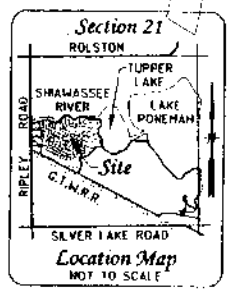
★ Liberty Shores ★

A Part Of The Northwest 1/4, Southwest 1/4 And Southeast 1/4 Of Section 21, Town 5 North, Range 6 East Fenton Township, Genesee County, Michigan

Survey Detail Plan Section 7

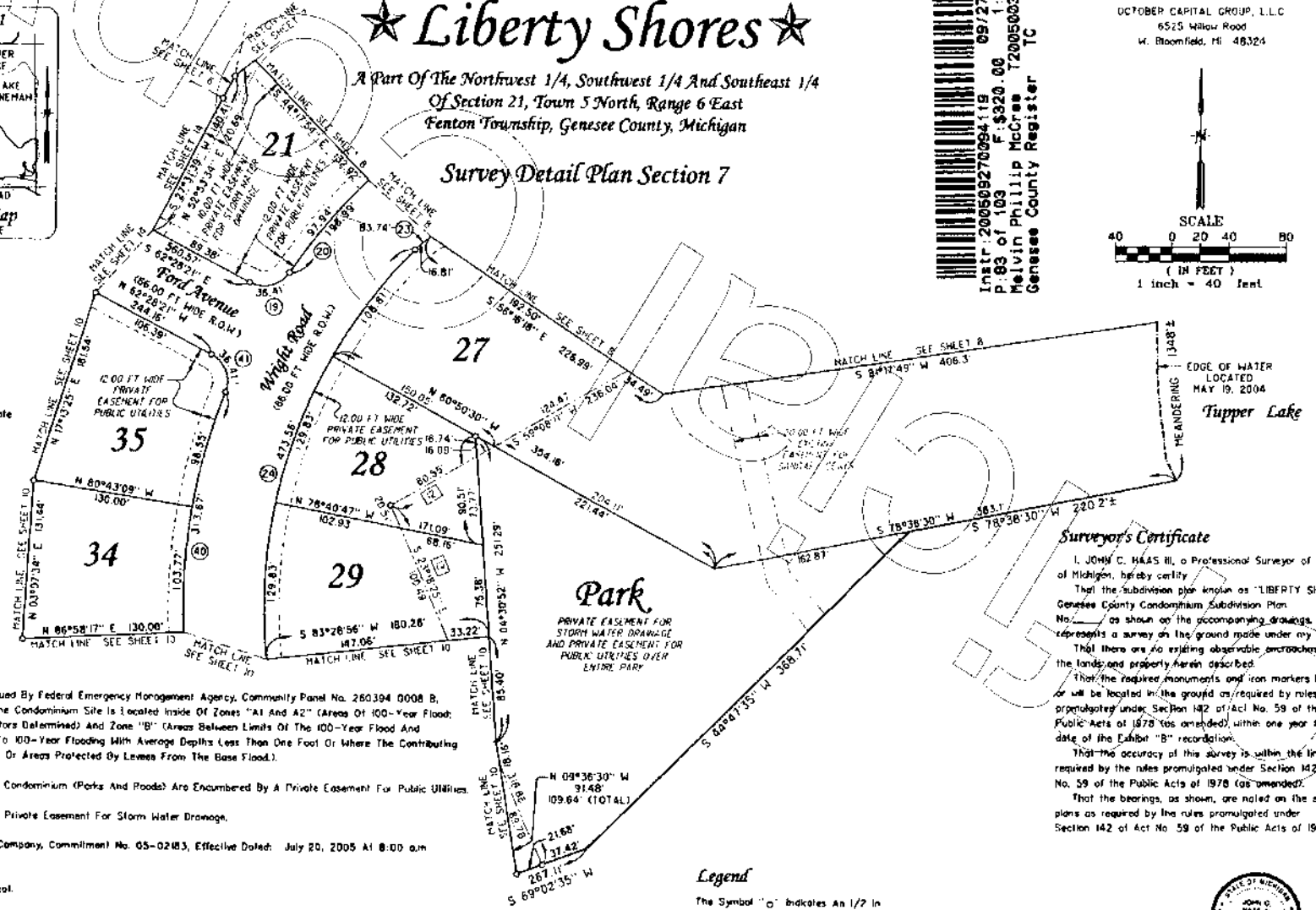
Inst#:200509270094119
09/27/2005 1:15PM
P:83 of 103 F:$320.00 T20050030669
Melvin Phillip McCree
Genesee County Register TC

Developer
OCTOBER CAPITAL GROUP, L.L.C
6525 Willow Road
W. Bloomfield, MI 48324



Location Map
NOT TO SCALE

SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 feet



Benchmark: BM
Chiseled "X" On Northeast Side Of Sanitary Manhole Rim, Located Near Southwest Bridge Corner At Intersection Of Shiawassee River And Ripley Road. Elevation = 872.20 (NGVD Of 1929) (Reference: RM7 Of Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date: January 16, 1981) (See Sheets 2, 4 And 15)

Notes:

According To Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date: January 16, 1981, Part Of The Condominium Site Is Located Inside Of Zones "A1 And A2" (Areas Of 100-Year Flood; Base Flood Elevations And Flood Hazard Factors Determined) And Zone "B" (Areas Between Limits Of The 100-Year Flood And 500-Year Flood; Or Certain Areas Subject To 100-Year Flooding With Average Depths Less Than One Foot Or Where The Contributing Drainage Area Is Less Than One Square Mile; Or Areas Protected By Levees From The Base Flood.).

The Entire General Common Element Of This Condominium (Parks And Roads) Are Encumbered By A Private Easement For Public Utilities.

The Entire Park Areas Are Encumbered By A Private Easement For Storm Water Drainage.

See Alta Commitment, Issued By Cislo Title Company, Commitment No. 05-0283, Effective Dated: July 20, 2005 At 8:00 a.m For Existing Easements Of Record.

All Dimensions Are In Feet Or Decimals Thereof.

All Curvilinear Dimensions Are Shown Along The Arc.

Bearings Are Based On Certified Land Survey By Desine Inc., As Recorded In Instrument No. 200506070058315, Genesee County Records.

All Roads (Edison Boulevard, Ford Avenue, Durant Street, Fulton Court, Webster Drive And Wright Drive) Are Private Road Right-Of-Ways.

See Cover Sheet For Additional Note

See Sheet 28 For Curve And Line Tables

Legend

The Symbol "○" Indicates An 1/2 In Iron Rod Encased In A 4 In. X 36 In. Concrete Monument

- Condominium Boundary
- Intermediate Traverse Line
- Edge of Water
- (00) Line Identifier (See Tables Sheet)
- (00) Curve Identifier
- Existing Easement For Sanitary Sewer

Surveyor's Certificate

I, JOHN C. HAAS III, a Professional Surveyor of the State of Michigan, hereby certify

That the subdivision plan known as "LIBERTY SHORES", Genesee County Condominium Subdivision Plan No.____ as shown on the accompanying drawings, represents a survey on the ground made under my direction.

That there are no existing observable encroachments upon the lands and property herein described.

That the required monuments and iron markers have been or will be located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended) within one year from the date of the Exhibit "B" recordation.

That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended).

That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

DESINE INC.
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

STATE OF MICHIGAN
JOHN C. HAAS III
PROFESSIONAL SURVEYOR
No. 47198
EXPIRES NOVEMBER 30, 2006

JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

SEPTEMBER 19, 2005
PROPOSED DATED

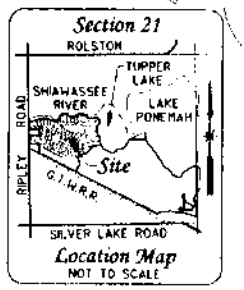
Adobe Acrobat

Exhibit "B" To The Master Deed Of

★ Liberty Shores ★

A Part Of The Northwest 1/4, Southwest 1/4 And Southeast 1/4
Of Section 21, Town 5 North, Range 6 East
Fenton Township, Genesee County, Michigan

Survey Detail Plan Section 8



Location Map
NOT TO SCALE

09/27/2005 1:16PM
Instr:200509270094119
F:$320.00
P:84 of 103
T20050030669
Melvin Phillip McCree
Genesee County Register TC

Developer

OCTOBER CAPITAL GROUP, L.L.C.
6525 Willow Road
W. Bloomfield, MI 48324

SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 feet

Notes:

According To Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date: January 16, 1981, Part Of The Condominium Site Is Located Inside Of Zones "A1 And A2" (Areas Of 100-Year Flood; Base Flood Elevations And Flood Hazard Factors Determined) And Zone "B" (Areas Between Limits Of The 100-Year Flood And 500-Year Flood, Or Certain Areas Subject To 100-Year Flooding With Average Depths Less Than One Foot Or Where The Contributing Drainage Area Is Less Than One Square Mile; Or Areas Protected By Levees From The Base Flood.).

The Entire General Common Element Of This Condominium (Parks And Roads) Are Encumbered By A Private Easement For Public Utilities.

The Entire Park Areas Are Encumbered By A Private Easement For Storm Water Drainage.

See Alta Commitment, Issued By Cislo Title Company, Commitment No 05-02183, Effective Dated: July 20, 2005 At 8:00 a.m. For Existing Easements Of Record

All Dimensions Are In Feet Or Decimals Thereof.

All Curvilinear Dimensions Are Shown Along The Arc.

Bearings Are Based On Certified Land Survey By Desine Inc., As Recorded In Instrument No. 200508070058335, Genesee County Records.

All Roads (Edison Boulevard, Ford Avenue, Durant Street, Fulton Court, Webster Drive And Wright Drive) Are Private Road Right-Of-Ways.

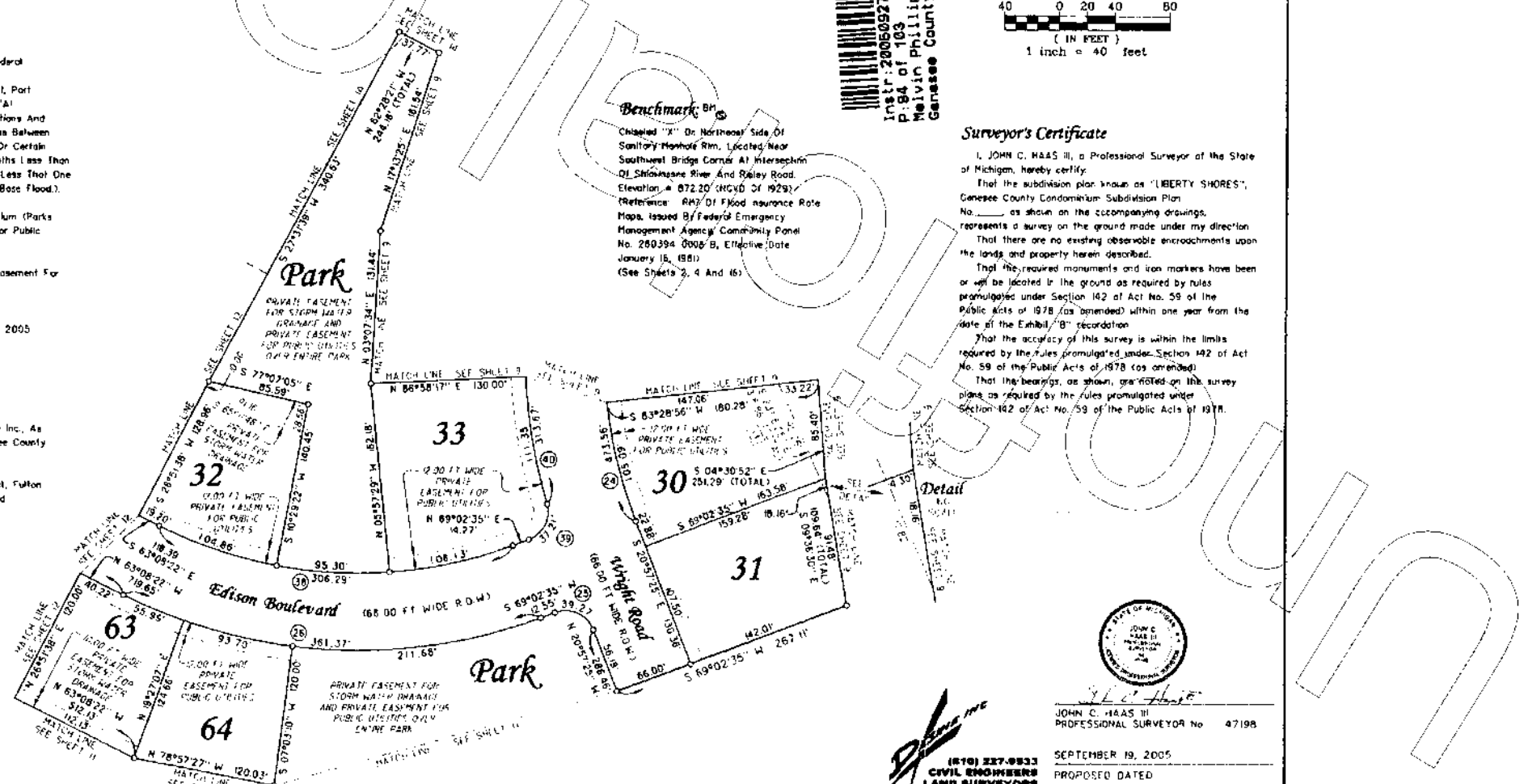
See Cover Sheet For Additional Note.

See Sheet 28 For Curve And Line Tables

Legend

The Symbol "○" Indicates An 1/2 in Iron Rod Encased In A 4 in. X 36 In. Concrete Monument.

———— Condominium Boundary
- - - - - - Intermediate Traverse Line
———— Edge of Water
(00) Line Identifier (See Tables Sheet)
(00) Curve Identifier


MATCH LINE SEE SHEET 10
MATCH LINE SEE SHEET 9
N 82°08'27" W 244.18' (TOTAL)
N 17°03'25" E 181.54'
S 22°43'38" W 340.65'
Park
PRIVATE EASEMENT FOR STORM WATER DRAINAGE AND PRIVATE EASEMENT FOR PUBLIC UTILITIES OVER ENTIRE PARK
S 77°07'05" E 85.59'
N 03°07'34" E 131.46'
MATCH LINE SEE SHEET 9
MATCH LINE SEE SHEET 12
MATCH LINE SEE SHEET 9
MATCH LINE SEE SHEET 10
MATCH LINE SEE SHEET 10
MATCH LINE SEE SHEET 9
MATCH LINE SEE SHEET 10
MATCH LINE SEE SHEET 10
MATCH LINE SEE SHEET 9
MATCH LINE SEE SHEET 10
MATCH LINE SEE SHEET 10
MATCH LINE SEE SHEET 11
MATCH LINE SEE SHEET 11
MATCH LINE SEE SHEET 11

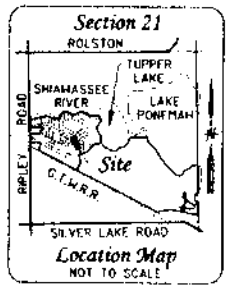
Adobe Illustrator

Exhibit "B" To The Master Deed Of

★ Liberty Shores ★

A Part Of The Northwest 1/4, Southwest 1/4 And Southeast 1/4
Of Section 21, Town 5 North, Range 6 East
Fenton Township, Genesee County, Michigan

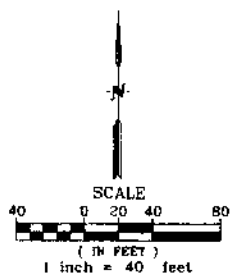
Survey Detail Plan Section 9

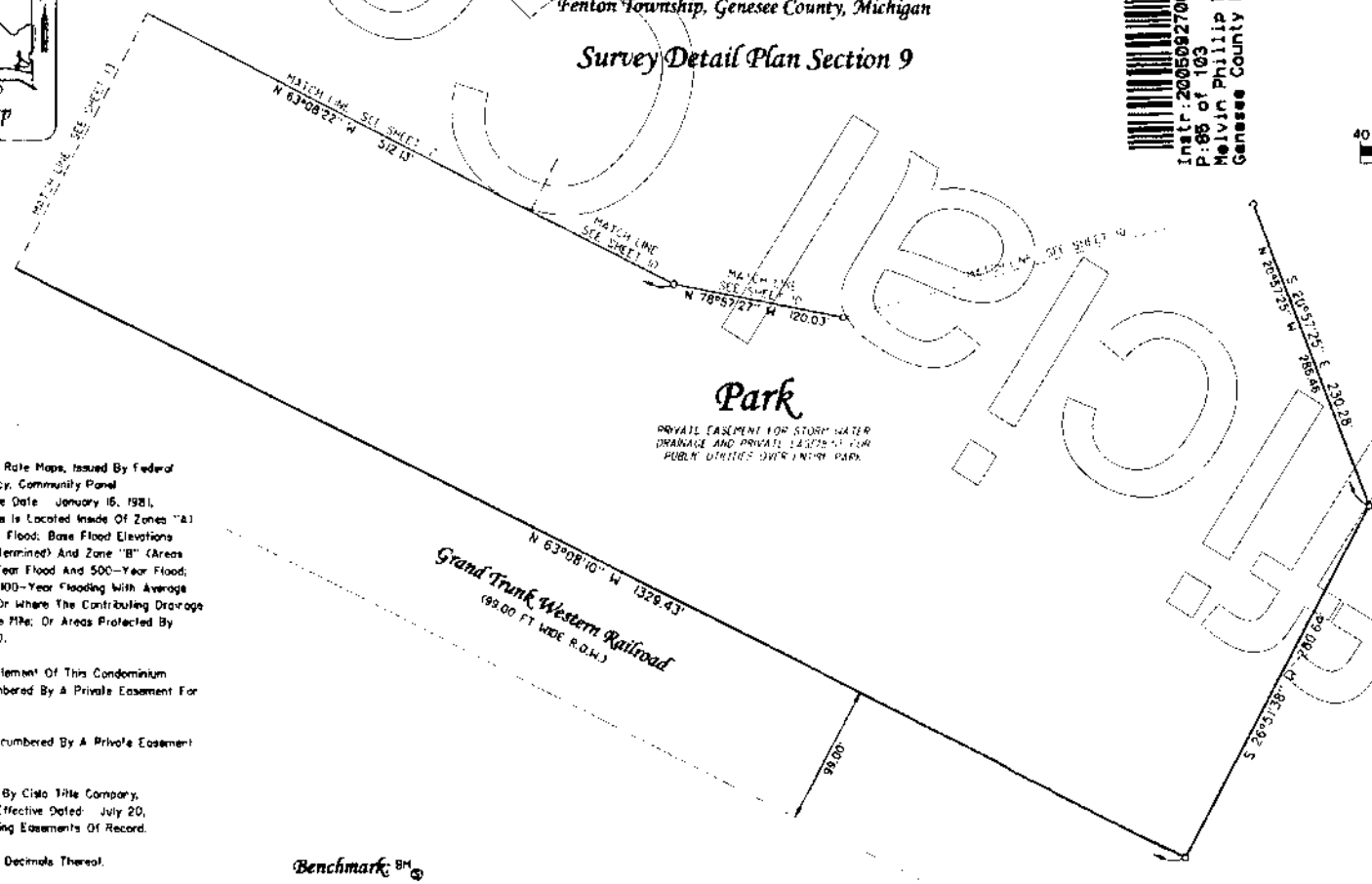


Location Map
NOT TO SCALE

Instr:200509270094119 09/27/2005 1:16PM
P:85 of 103 F:$320.00
Melvin Phillip McCree T20050030669
Genesee County Register TC

Developer
OCTOBER CAPITAL GROUP, L.L.C
6525 Willow Road
W Bloomfield, Mi 48324





Park

PRIVATE EASEMENT FOR STORM WATER DRAINAGE AND PRIVATE EASEMENT FOR PUBLIC UTILITIES OVER ENTIRE PARK

Notes:

According To Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date: January 16, 1981, Part Of The Condominium Site Is Located Inside Of Zones "A1 And A2" (Areas Of 100-Year Flood; Base Flood Elevations And Flood Hazard Factors Determined) And Zone "B" (Areas Between Limits Of The 100-Year Flood And 500-Year Flood; Or Certain Areas Subject To 100-Year Flooding With Average Depths Less Than One Foot Or Where The Contributing Drainage Area Is Less That One Square Mile; Or Areas Protected By Levees From The Base Flood.).

The Entire General Common Element Of This Condominium (Parks And Roads) Are Encumbered By A Private Easement For Public Utilities.

The Entire Park Areas Are Encumbered By A Private Easement For Storm Water Drainage.

See Alta Commitment, Issued By Cislo Title Company, Commitment No. 05-02183, Effective Dated: July 20, 2005 At 8:00 a.m. For Existing Easements Of Record.

All Dimensions Are In Feet Or Decimals Thereof.

All Curvilinear Dimensions Are Shown Along The Arc.

Bearings Are Based On Certified Land Survey By Desine Inc., As Recorded In Instrument No. 200506070058335, Genesee County Records.

All Roads (Edison Boulevard, Ford Avenue, Durant Street, Fulton Court, Webster Drive And Wright Drive) Are Private Road Right-Of-Ways

See Cover Sheet For Additional Note.

Benchmark: BM ⊙

Chiseled "X" On Northeast Side Of Sanitary Manhole Rim, Located Near Southwest Bridge Corner At Intersection Of Shiawassee River And Ripley Road. Elevation = 872.20 (NGVD Of 1929) (Reference: RM7 Of Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date January 16, 1981)
(See Sheets 2, 4 And 16)

Legend

The Symbol "○" Indicates An 1/2 In. Iron Rod Encased In A 4 In. X 36 In. Concrete Monument
———— Condominium Boundary

Surveyor's Certificate

I, JOHN C. HAAS II, a Professional Surveyor of the State of Michigan, hereby certify:

That the subdivision plan known as "LIBERTY SHORES", Genesee County Condominium Subdivision Plan No._____, as shown on the accompanying drawings, represents a survey on the ground made under my direction.

That there are no existing observable encroachments upon the lands and property herein described.

That the required monuments and iron markers have been or will be located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended), within one year from the date of the Exhibit "B" recordation.

That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended).

That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

JOHN C. HAAS II
PROFESSIONAL SURVEYOR No. 47198

SEPTEMBER 19, 2005
PROPOSED DATED

SHEET 11

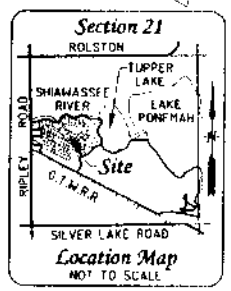
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

Exhibit "B" To The Master Deed Of

★ Liberty Shores ★

A Part Of The Northwest 1/4, Southwest 1/4 And Southeast 1/4
Of Section 21, Town 5 North, Range 6 East
Fenton Township, Genesee County, Michigan

Survey Detail Plan Section 10

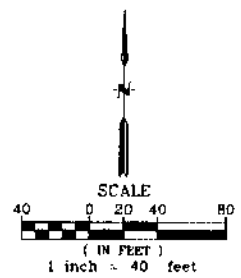


Location Map
NOT TO SCALE

09/27/2005 1:16PM
Instr:200509270094119 F:$320.00
P:86 of 103 T20050030669
Melvin Phillip McCree
Genesee County Register TC

Developer

OCTOBER CAPITAL GROUP, L.L.C.
6525 Willow Road
W Bloomfield, M 48324



Notes:

According To Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date: January 16, 1981, Part Of The Condominium Site Is Located Inside Of Zones "A1 And A2" (Areas Of 100-Year Flood; Base Flood Elevations And Flood Hazard Factors Determined) And Zone "B" (Areas Between Limits Of The 100-Year Flood And 500-Year Flood; Or Certain Areas Subject To 100-Year Flooding With Average Depths Less Than One Foot Or Where The Contributing Drainage Area Is Less That One Square Mile, Or Areas Protected By Levees From The Base Flood.).

The Entire General Common Element Of This Condominium (Parks And Roads) Are Encumbered By A Private Easement For Public Utilities

The Entire Park Areas Are Encumbered By A Private Easement For Storm Water Drainage.

See Alta Commitment, Issued By Cislo Title Company, Commitment No. 05-02183, Effective Dated: July 20, 2005 At 8:00 a.m. For Existing Easements Of Record.

All Dimensions Are In Feet Or Decimals Thereof.

All Curvilinear Dimensions Are Shown Along The Arc

Bearings Are Based On Certified Land Survey By Desine Inc., As Recorded In Instrument No. 200506070058335, Genesee County Records

All Roads (Edison Boulevard, Ford Avenue, Durant Street, Fulton Court, Webster Drive And Wright Drive) Are Private Road Right-Of-Ways.

See Cover Sheet For Additional Note.

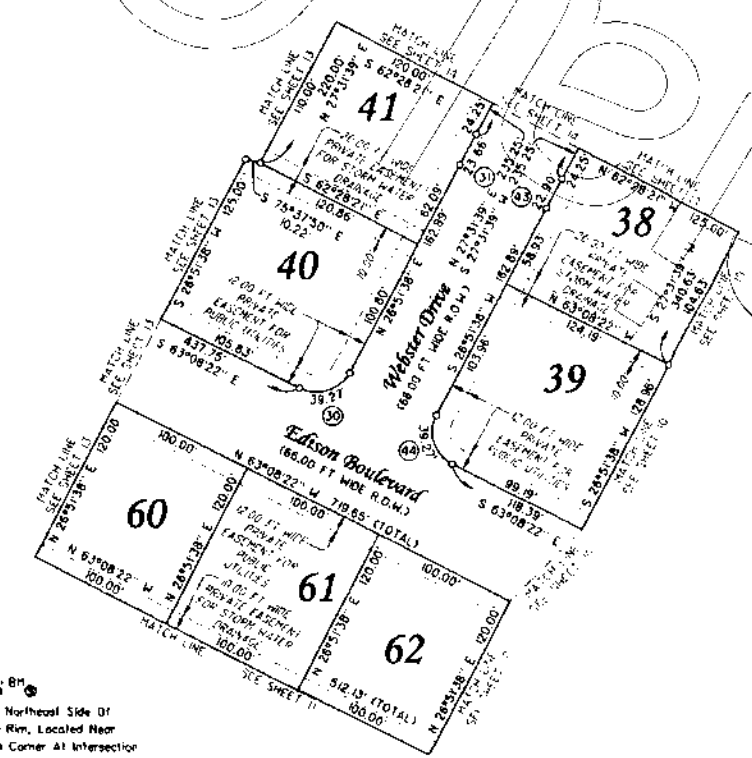
See Sheet 28 For Curve And Line Tables

Legend

The Symbol "○" Indicates An 1/2 in. Iron Rod Encased In A 4 In X 36 In. Concrete Monument

———— Condominium Boundary

(00) Curve Identifier



Benchmark: BM

Chiseled "X" On Northeast Side Of Sanitary Manhole Rim, Located Near Southwest Bridge Corner At Intersection Of Shiawassee River And Ripley Road. Elevation = 872.20 (NGVD Of 1929) (Reference: RM7 Of Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date: January 16, 1981) (See Sheets 2, 4 And 16)

Surveyor's Certificate

I, JOHN C. HAAS III, a Professional Surveyor of the State of Michigan, hereby certify

That the subdivision plan known as "LIBERTY SHORES" Genesee County Condominium Subdivision Plan No.____ as shown on the accompanying drawings, represents a survey on the ground made under my direction.

That there are no existing observable encroachments upon the lands and property herein described.

That the required monuments and iron markers have been or will be located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended) within one year from the date of the Exhibit "B" recordation

That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended)

That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

DESINE INC.
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

SEPTEMBER 19, 2005
PROPOSED DATED

SHEET 12

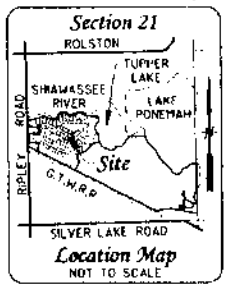
Adobe Acrobat Reader

Exhibit "B" To The Master Deed Of

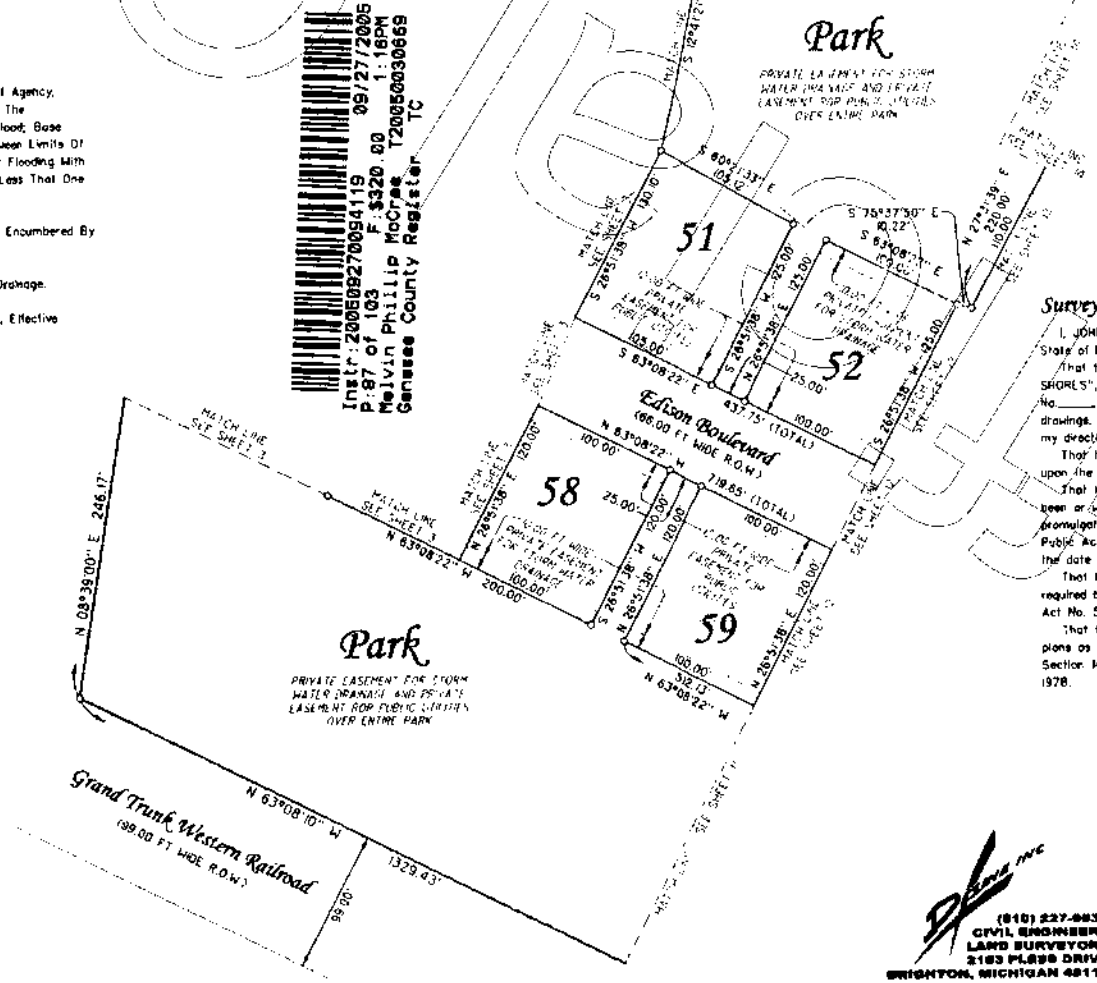
★ Liberty Shores ★

A Part Of The Northwest 1/4, Southwest 1/4 And Southeast 1/4
Of Section 21, Town 5 North, Range 6 East
Fenton Township, Genesee County, Michigan

Survey Detail Plan Section 11



09/27/2005 1:16PM
T20050030669
Instr:200509270054119
P:87 of 103 F:$320.00 TC
Melvin Phillip McCrea
Genesee County Register



Developer

OCTOBER CAPITAL GROUP, L.L.C.
6525 Willow Road
W. Bloomfield, MI 48324

SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 feet

Notes:

According To Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date: January 16, 1981, Part Of The Condominium Site Is Located Inside Of Zones "A1 And A2" (Areas Of 100-Year Flood; Base Flood Elevations And Flood Hazard Factors Determined) And Zone "B" (Areas Between Limits Of The 100-Year Flood And 500-Year Flood; Or Certain Areas Subject To 100-Year Flooding With Average Depths Less Than One Foot Or Where The Contributing Drainage Area Is Less That One Square Mile; Or Areas Protected By Levees From The Base Flood.)

The Entire General Common Element Of This Condominium (Parks And Roads) Are Encumbered By A Private Easement For Public Utilities

The Entire Park Areas Are Encumbered By A Private Easement For Storm Water Drainage.

See Title Commitment, Issued By Cislo Title Company, Commitment No. 05-02183, Effective Dated: July 20, 2005 At 8:00 a.m. For Existing Easements Of Record

All Dimensions Are In Feet Or Decimals Thereof.

All Curvilinear Dimensions Are Shown Along The Arc.

Bearings Are Based On Certified Land Survey By Desine Inc., As Recorded In Instrument No. 200508070058335, Genesee County Records.

All Roads (Edison Boulevard, Ford Avenue, Durant Street, Fulton Court, Webster Drive And Wright Drive) Are Private Road Right-Of-Ways.

See Cover Sheet For Additional Note.

Benchmark: BM ⊙

Chiseled "X" On Northeast Side Of Sanitary Manhole Rim, Located Near Southwest Bridge Corner At Intersection Of Shiawassee River And Ripley Road.
Elevation = 872.20 (NGVD Of 1929)
(Reference: RM7 Of Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date: January 16, 1981)
(See Sheets 2, 4 And 16)

Legend

The Symbol "○" Indicates An 1/2 In. Iron Rod Encased In A 4 In. X 36 In. Concrete Monument

———— Condominium Boundary

(00) Curve Identifier

Surveyor's Certificate

I, JOHN C. HAAS III, a Professional Surveyor of the State of Michigan, hereby certify:

That the subdivision plan known as "LIBERTY SHORES", Genesee County Condominium Subdivision Plan No.____ as shown on the accompanying drawings, represents a survey on the ground made under my direction.

That there are no existing observable encroachments upon the lands and property herein described.

That the required monuments and iron markers have been or will be located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended) within one year from the date of the Exhibit "B" recordation.

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That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

STATE OF MICHIGAN
JOHN C. HAAS III
PROFESSIONAL SURVEYOR
No. 47198

JOHN C. HAAS III
PROFESSIONAL SURVEYOR No 47198

SEPTEMBER 19, 2005
PROPOSED DATED

SHEET 13

DESINE INC
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

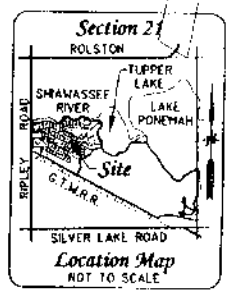
Agency Use Only

Exhibit "B" To The Master Deed Of

★ Liberty Shores ★

A Part Of The Northwest 1/4, Southwest 1/4 And Southeast 1/4 Of Section 21, Town 5 North, Range 6 East Fenton Township, Genesee County, Michigan

Survey Detail Plan Section 12

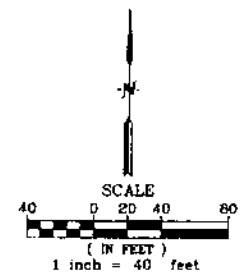


Location Map
NOT TO SCALE

Instr:200509270094119 09/27/2005
P:88 of 103 F:$320.00 1:16PM
Melvin Phillip McCree T20050930569
Genesee County Register TC

Developer

OCTOBER CAPITAL GROUP, L.L.C.
6525 Willow Road
W. Bloomfield, Mi 48324



Notes:

According To Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260494 0008 B, Effective Date: January 16, 1981, Part Of The Condominium Site Is Located Inside Of Zones "A1 And A2" (Areas Of 100-Year Flood; Base Flood Elevations And Flood Hazard Factors Determined) And Zone "B" (Areas Between Limits Of The 100-Year Flood And 500-Year Flood; Or Certain Areas Subject To 100-Year Flooding With Average Depths Less Than One Foot Or Where The Contributing Drainage Area Is Less Thot One Square Mile; Or Areas Protected By Levees From The Base Flood.).

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All Dimensions Are In Feet Or Decimals Thereof.

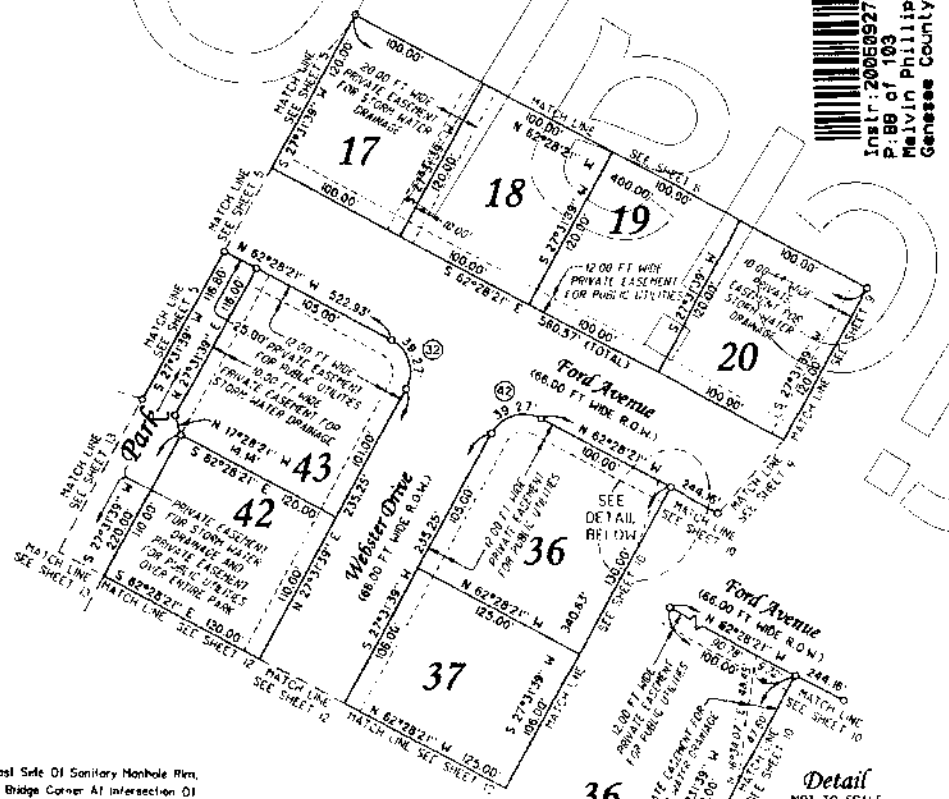
All Curvilinear Dimensions Are Shown Along The Arc.

Bearings Are Based On Certified Land Survey By Desine Inc., As Recorded In Instrument No. 200508070058335, Genesee County Records.

All Roads (Edison Boulevard, Ford Avenue, Durant Street, Fulton Court, Webster Drive And Wright Drive) Are Private Road Right-Of-Ways.

See Cover Sheet For Additional Note.

See Sheet 2B For Curve And Line Tables.



Detail
NOT TO SCALE

Legend

The Symbol "○" Indicates An 1/2 In. Iron Rod Encased In A 4 In. X 36 In. Concrete Monument

——— Condominium Boundary

(00) Curve Identifier

Benchmark: BM

Chiseled "X" On Northeast Side Of Sanitary Manhole Rim, Located Near Southwest Bridge Corner At Intersection Of Shiawassee River And Ripley Road
Elevation = 672.20 (NGVD Of 1929)
(Reference: RM7 Of Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date, January 16, 1981)
(See Sheets 2, 4 And 16)

Surveyor's Certificate

I, JOHN C. HAAS III, a Professional Surveyor of the State of Michigan, hereby certify:

That the subdivision plan known as "LIBERTY SHORES", Genesee County Condominium Subdivision Plan No.____ as shown on the accompanying drawings, represents a survey on the ground made under my direction.

That there are no existing observable encroachments upon the lands and property herein described.

That the required monuments and iron markers have been or will be located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended) within one year from the date of the Exhibit "B" recordation.

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DESINE INC
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

STATE OF MICHIGAN — JOHN C. HAAS III — PROFESSIONAL SURVEYOR — 47198

JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

SEPTEMBER 19, 2005
PROPOSED DATED

SHEET 1A

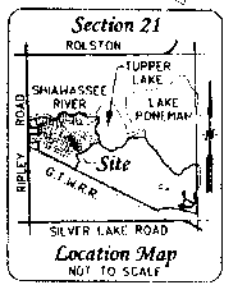
Approved

Exhibit "B" To The Master Deed Of

★ Liberty Shores ★

A Part Of The Northwest 1/4, Southwest 1/4 And Southeast 1/4
Of Section 21, Town 5 North, Range 6 East
Fenton Township, Genesee County, Michigan

Site & Utility Plan Section 1



Location Map
NOT TO SCALE

09/27/2005 1:16PM
Instr:200509270094119
P:89 of 103 F:$320.00
Melvin Phillip McCrea T20050030569
Genesee County Register TC

Developer
OCTOBER CAPITAL GROUP, L.L.C
6525 Willow Road
W. Bloomfield, MI 48324

SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 feet

Notes:

All Roads, Sanitary Sewers And Storm Sewers Must Be Built.

Roads, Sanitary Sewer And Storm Sewer Plans As Prepared By DESINE INC., On File With Fenton Township.

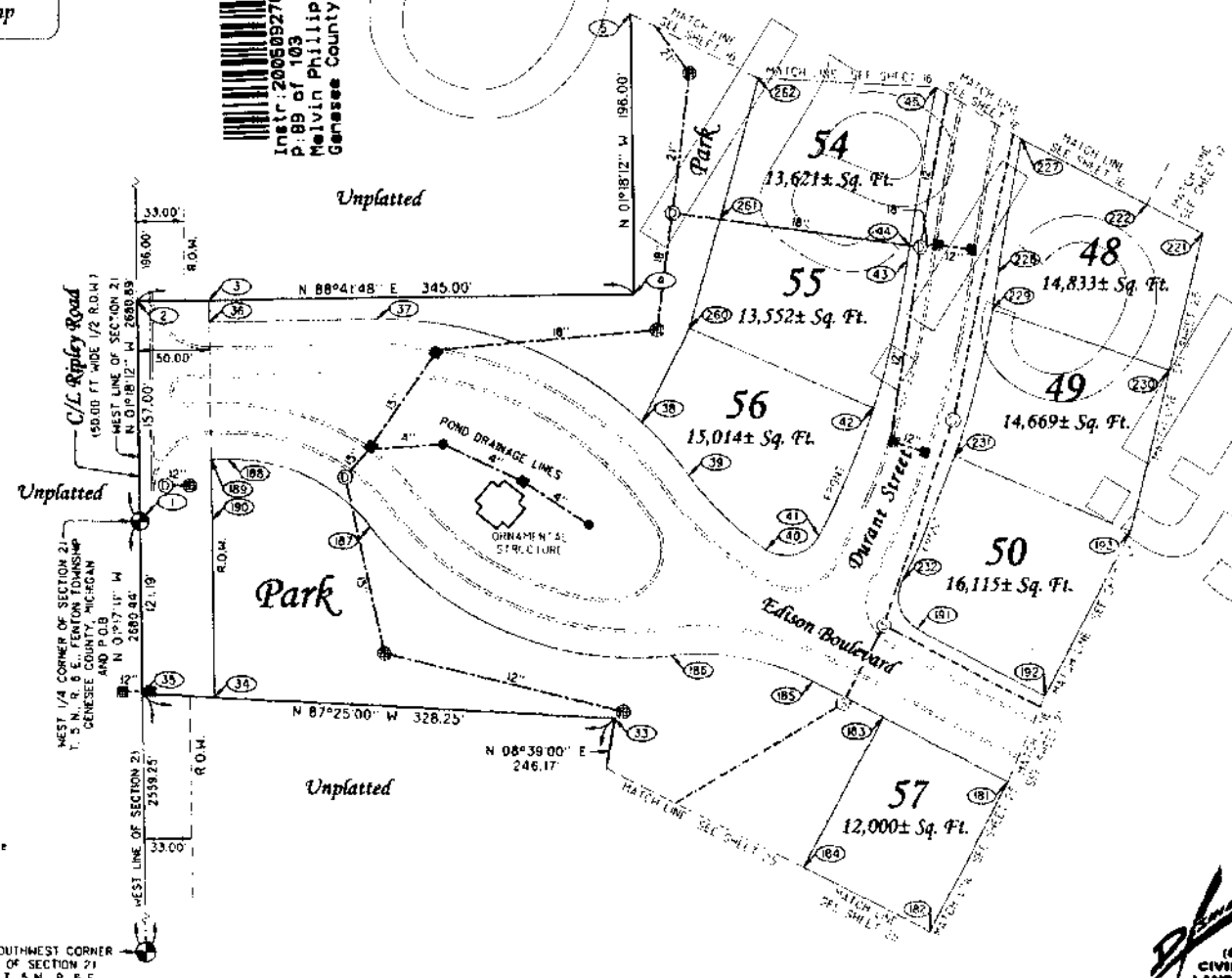
Locations Of Electric, Telephone, Cable T.V. And Natural Gas Utility Lines On File With Appropriate Utility Company. The Actual Location Of These Lines Will Be Shown On As-Built Plans.

See Sheet No. 29 For Coordinate Point Table.

For Those Units Coincident With The Water's Edge Of Lake Poremah, Tupper Lake And The Shiawassee River, The Rear Yard Setbacks As Established By Fenton Township Are Superseded By The Flood Plain Contour As Established By The Federal Emergency Management Agency's National Flood Insurance Program And The Michigan Department Of Environmental Quality.

Benchmark: BM

Chiseled "X" On Northeast Side Of Sanitary Manhole Rim, Located Near Southwest Bridge Corner At Intersection Of Shiawassee River And Ripley Road. Elevation = 872.20 (NGVD Of 1929) (Reference: RM7 Of Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date: January 16, 1981) (See Sheets 2, 4 And 16)



LEGEND

- Sanitary Manhole
- Sanitary Sewer 8" Dia. Typ. (Unless Otherwise Specified)
- Existing Sanitary Sewer W/Diameter
- Storm Drain Control Structure
- Yard Basin
- Catch Basin
- Storm Drain Manhole
- 12" Storm Drain Pipe W/Diameter
- Condominium Boundary Line
- Road Curb
- 000 Coordinate Points

GENERAL COMMON ELEMENT

LIMITS OF OWNERSHIP

DESINE INC.
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

JOHN C. MAAS III
PROFESSIONAL SURVEYOR No. 47198

SEPTEMBER 19, 2005
PROPOSED DATED

SHEET 15

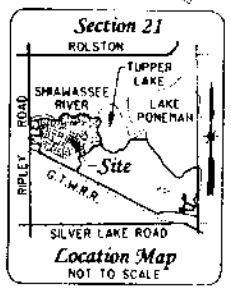
Adopted

Exhibit "B" To The Master Deed Of

✯ Liberty Shores ✯

A Part Of The Northwest 1/4, Southwest 1/4 And Southeast 1/4
Of Section 21, Town 5 North, Range 6 East
Fenton Township, Genesee County, Michigan

Site & Utility Plan Section 2



Location Map
NOT TO SCALE

Developer
OCTOBER CAPITAL GROUP, L.L.C.
6525 Willow Road
W. Bloomfield, MI 48324

Instr:200509270094119 09/27/2005
P:90 of 103 F:$320.00 1:16PM
Melvin Phillip McCrae T20050030669
Genesee County Register TC

SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 feet

Notes:

All Roads, Sanitary Sewers And Storm Sewers Must Be Built.

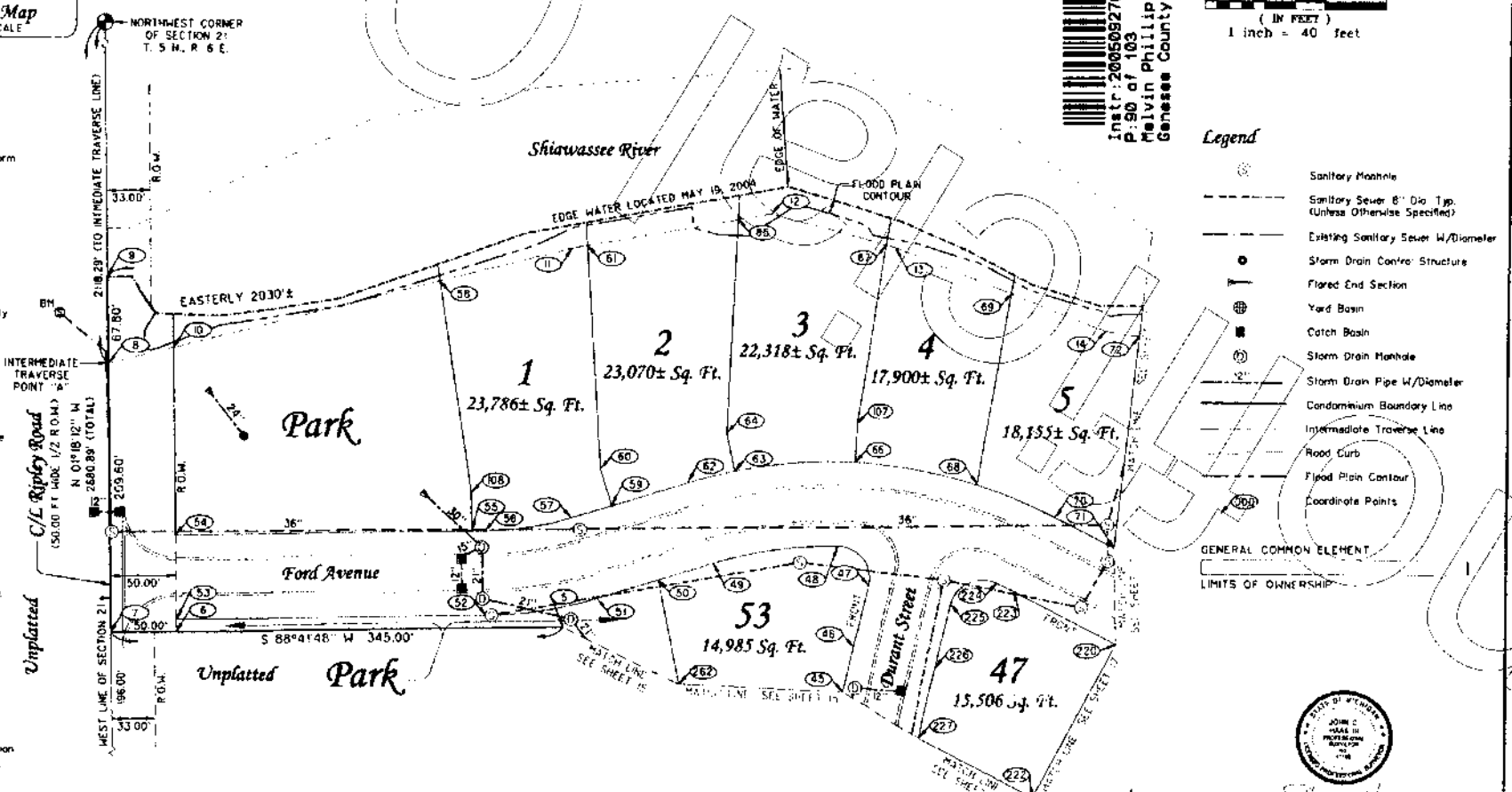
Roads, Sanitary Sewer And Storm Sewer Plans As Prepared By DESINE INC., On File With Fenton Township.

Locations Of Electric, Telephone, Cable T.V. And Natural Gas Utility Lines On File With Appropriate Utility Company. The Actual Location Of These Lines Will Be Shown On As-Built Plans.

See Sheet No. 29 For Coordinate Points.

For Those Units Coincident With The Water's Edge Of Lake Ponemah, Tupper Lake And The Shiawassee River, The Rear Yard Setbacks As Established By Fenton Township Are Superseded By The Flood Plain Contour As Established By The Federal Emergency Management Agency's National Flood Insurance Program And The Michigan Department Of Environmental Quality.

Benchmark: BM ⊙
Chiseled "X" On Northeast Side Of Sanitary Manhole Rim, Located Near Southwest Bridge Corner At Intersection Of Shiawassee River And Ripley Road.
Elevation = 872.20 (NGVD Of 1929)
(Reference: RM7 Of Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date: January 16, 1981)
(See Sheets 2, 4 And 16)



Legend

- Sanitary Manhole
- Sanitary Sewer 8" Dia. Typ. (Unless Otherwise Specified)
- Existing Sanitary Sewer W/Diameter
- Storm Drain Centre Structure
- Flared End Section
- Yard Basin
- Catch Basin
- Storm Drain Manhole
- Storm Drain Pipe W/Diameter
- Condominium Boundary Line
- Intermediate Traverse Line
- Road Curb
- Flood Plain Contour
- Coordinate Points

GENERAL COMMON ELEMENT
LIMITS OF OWNERSHIP

DESINE INC
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

JOHN C. HAAS III
PROFESSIONAL SURVEYOR No 47198

SEPTEMBER 19, 2005
PROPOSED DATED

SHEET 16

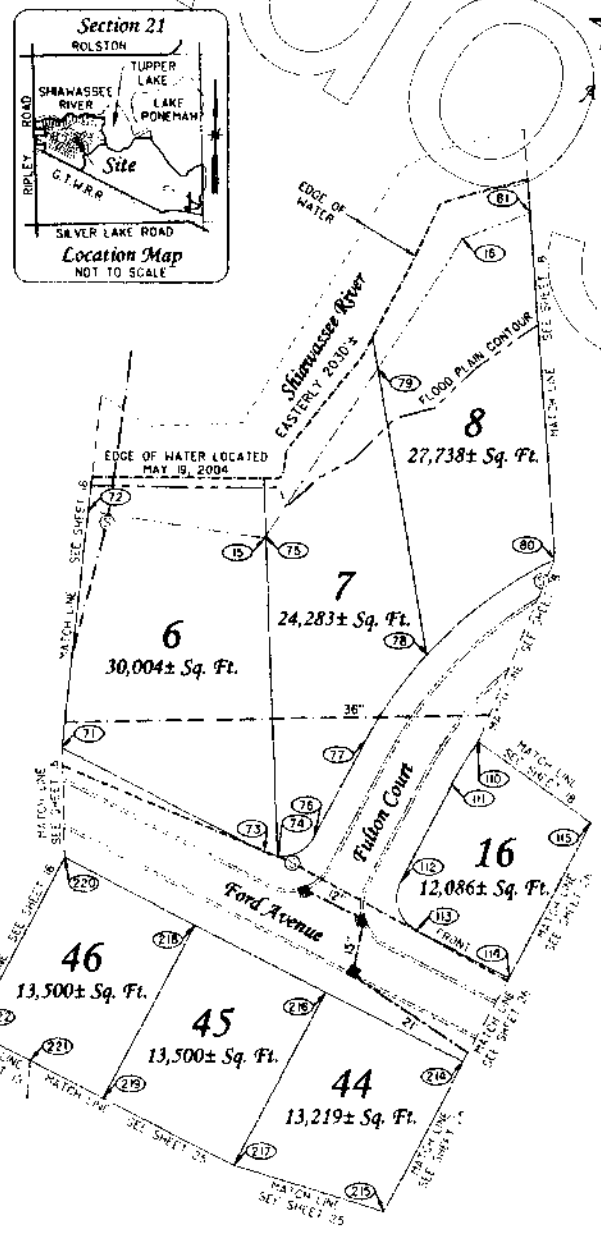
Adobe Acrobat

Exhibit "B" To The Master Deed Of

★ Liberty Shores ★

A Part Of The Northwest 1/4, Southwest 1/4 And Southeast 1/4 Of Section 21, Town 5 North, Range 6 East Fenton Township, Genesee County, Michigan

Site & Utility Plan Section 3



Notes:

All Roads, Sanitary Sewers And Storm Sewers Must Be Built.

Roads, Sanitary Sewer And Storm Sewer Plans As Prepared By DESINE INC., On File With Fenton Township.

Locations Of Electric, Telephone, Cable T.V. And Natural Gas Utility Lines On File With Appropriate Utility Company. The Actual Location Of These Lines Will Be Shown On As-Built Plans

See Sheet No. 29 For Coordinate Points.

For Those Units Coincident With The Water's Edge Of Lake Ponemah, Tupper Lake And The Shiawassee River, The Rear Yard Setbacks As Established By Fenton Township Are Superseded By The Flood Plain Contour As Established By The Federal Emergency Management Agency's National Flood Insurance Program And The Michigan Department Of Environmental Quality

Benchmark: BM ⊙

Chiseled "X" On Northeast Side Of Sanitary Manhole Rim, Located Near Southwest Bridge Corner At Intersection Of Shiawassee River And Ripley Road.
Elevation = 872.20 (NGVD Of 1929)
(Reference RM7 Of Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date: January 16, 1981)
(See Sheets 2, 4 And 16)

Instr:200509270094119
09/27/2005 1:18PM
F:$320.00
McCrea, T20050030669
Melvin Phillip Register of Deeds
Genesee County, MI TC

Developer

OCTOBER CAPITAL GROUP, L.L.C.
6525 Willow Road
W. Bloomfield, Mi 48324

SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 feet

Legend:

- Sanitary Manhore
- Sanitary Sewer 8" Dia Typ. (Unless Otherwise Specified)
- Existing Sanitary Sewer W/Diameter
- Catch Basin
- 12" Storm Drain Pipe W/Diameter
- Condominium Boundary Line
- Intermediate Traverse Line
- Road Curb
- Flood Plain Contour
- (500) Coordinate Points

GENERAL COMMON ELEMENT
LIMITS OF OWNERSHIP

DESINE INC
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

STATE OF MICHIGAN
JOHN C. HAAS III
PROFESSIONAL SURVEYOR
No. 47198

JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

SEPTEMBER 19, 2005
PROPOSED DATED

SHEET 17

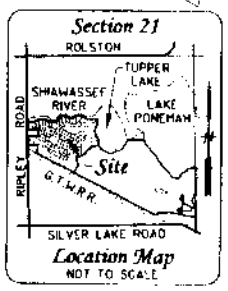
Adobe Acrobat

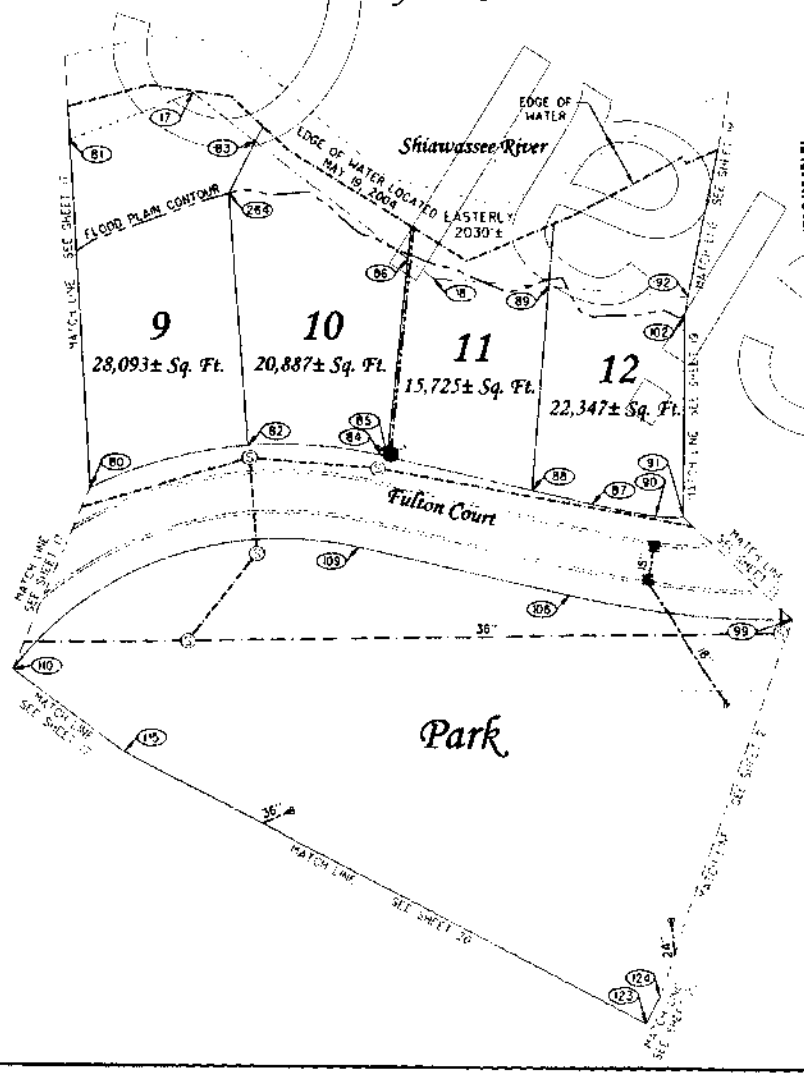
Exhibit "B" To The Master Deed Of

★ Liberty Shores ★

A Part Of The Northwest 1/4, Southwest 1/4 And Southeast 1/4
Of Section 21, Town 5 North, Range 6 East
Fenton Township, Genesee County, Michigan

Site & Utility Plan Section 4





Notes:

All Roads, Sanitary Sewers And Storm Sewers Must Be Built.

Roads, Sanitary Sewer And Storm Sewer Plans As Prepared By DESINE INC., On File With Fenton Township.

Locations Of Electric, Telephone, Cable T.V. And Natural Gas Utility Lines On File With Appropriate Utility Company. The Actual Location Of These Lines Will Be Shown On As-Built Plans.

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For Those Units Coincident With The Water's Edge Of Lake Ponemah, Tupper Lake And The Shiawassee River, The Rear Yard Setbacks As Established By Fenton Township Are Superseded By The Flood Plain Contour As Established By The Federal Emergency Management Agency's National Flood Insurance Program And The Michigan Department Of Environmental Quality.

Benchmark: BM

Chiseled "X" On Northeast Side Of Sanitary Manhole Rim, Located Near Southwest Bridge Corner At Intersection Of Shiawassee River And Ripley Road.
Elevation = 872.20 (NGVD Of 1929)
(Reference: RM7 Of Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date: January 16, 1981)
(See Sheets 2, 4 And 16)

Instr:200509270094119
09/27/2005
1:16PM
$320.00
T2005030669
TC
Melvin Phillip McCree
Genesee County Register

Developer

OCTOBER CAPITAL GROUP, L.L.C.
6525 Willow Road
W. Bloomfield, Mi 48324

SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 feet

Legend

- Sanitary Manhole
- Sanitary Sewer 8" Dia. Typ. (Unless Otherwise Specified)
- 12" Existing Sanitary Sewer W/Diameter
- Dry Hydrant
- Hydrant Lead 8" Dia. Typ. (Unless Otherwise Specified)
- Flared End Section
- Catch Basin
- 12" Storm Drain Pipe W/Diameter
- Condominium Boundary Line
- Intermediate Traverse Line
- Road Curb
- Flood Plain Contour
- Coordinate Points

GENERAL COMMON ELEMENT

LIMITS OF OWNERSHIP

DESINE INC
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

SEPTEMBER 19, 2005
PROPOSED DATED

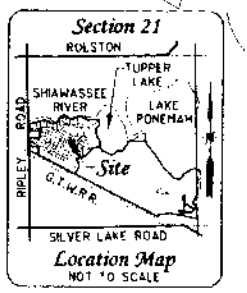
SHEET 18

Exhibit "B" To The Master Deed Of

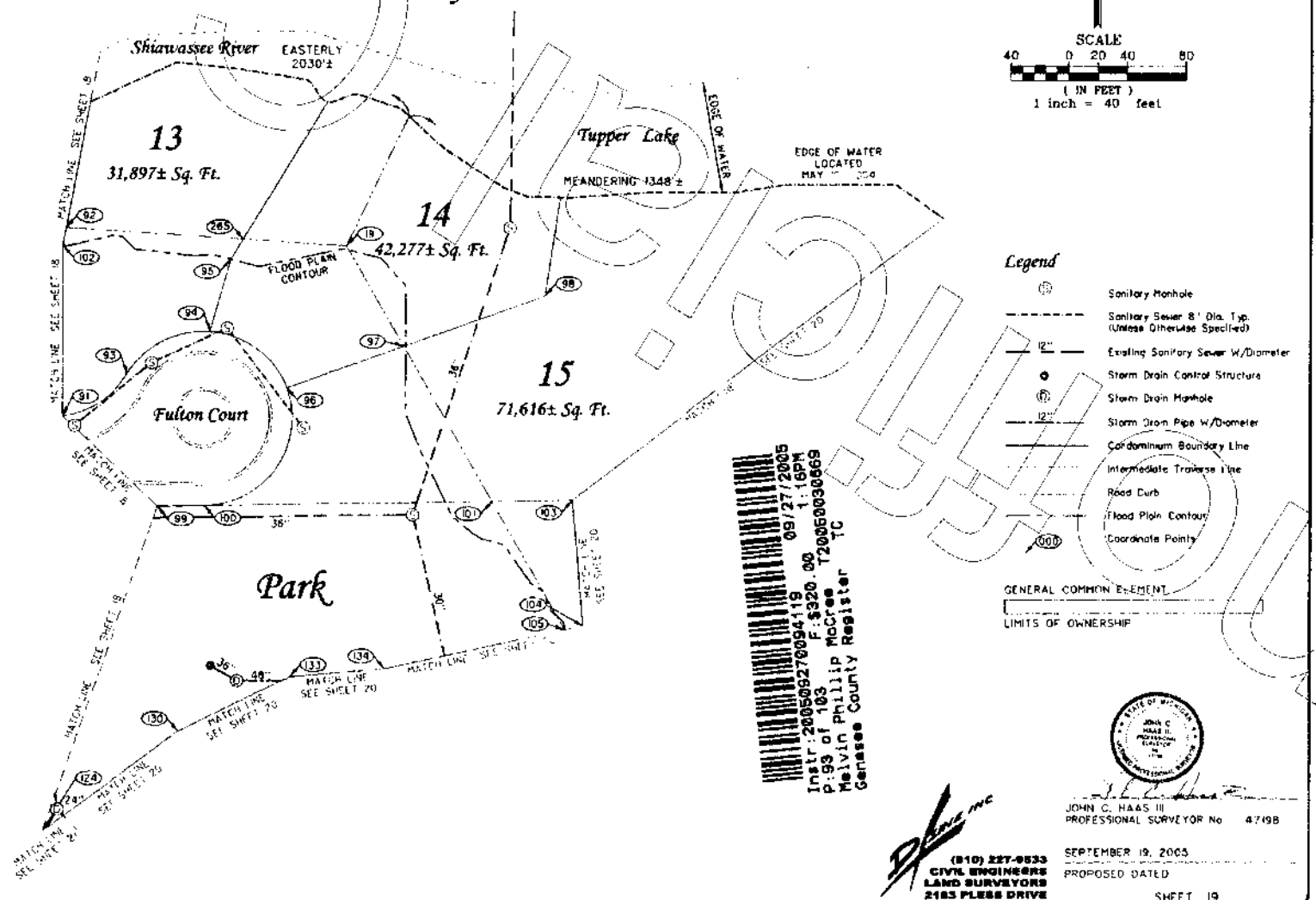
★ Liberty Shores ★

A Part Of The Northwest 1/4, Southwest 1/4 And Southeast 1/4
Of Section 21, Town 5 North, Range 6 East
Fenton Township, Genesee County, Michigan

Site & Utility Plan Section 5



Location Map
NOT TO SCALE



Developer

OCTOBER CAPITAL GROUP, L.L.C.
6525 Inkster Road
W. Bloomfield, Mi. 48324

SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 feet

Legend

- Sanitary Manhole
- Sanitary Sewer 8" Dia. Typ. (Unless Otherwise Specified)
- 12" Existing Sanitary Sewer W/Diameter
- Storm Drain Control Structure
- Storm Drain Manhole
- 12" Storm Drain Pipe W/Diameter
- Condominium Boundary Line
- Intermediate Traverse Line
- Road Curb
- Flood Plain Contour
- 000 Coordinate Points

GENERAL COMMON ELEMENT

LIMITS OF OWNERSHIP

Notes:

All Roads, Sanitary Sewers And Storm Sewers Must Be Built.

Roads, Sanitary Sewer And Storm Sewer Plans As Prepared By DESINE INC., On File With Fenton Township.

Locations Of Electric, Telephone, Cable T.V. And Natural Gas Utility Lines On File With Appropriate Utility Company. The Actual Location Of These Lines Will Be Shown On As-Built Plans.

See Sheet No. 20 For Coordinate Points.

For Those Units Coincident With The Water's Edge Of Lake Ponemah, Tupper Lake And The Shiawassee River, The Rear Yard Setbacks As Established By Fenton Township Are Superseded By The Flood Plain Contour As Established By The Federal Emergency Management Agency's National Flood Insurance Program And The Michigan Department Of Environmental Quality.

Benchmark: BM

Chiseled "X" On Northeast Side Of Sanitary Manhole Rim, Located Near Southwest Bridge Corner At Intersection Of Shiawassee River And Ripley Road. Elevation = 872.20 (NGVD Of 1929) (Reference: RM7 Of Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date: January 18, 1981) (See Sheets 2, 4 And 16)

Instr:200509270094119
09/27/2005
1:16PM
F:$320.00
P:93 of 103
T20050030869
TC
Melvin Phillip McCree
Genesee County Register

JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

SEPTEMBER 19, 2005
PROPOSED DATED

SHEET 19

DESINE INC
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

Approved

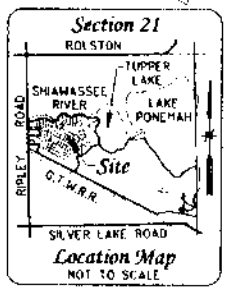
Adobe Digital Signature

Exhibit "B" To The Master Deed Of

★ Liberty Shores ★

A Part Of The Northwest 1/4, Southwest 1/4 And Southeast 1/4
Of Section 21, Town 5 North, Range 6 East
Fenton Township, Genesee County, Michigan

Site & Utility Plan Section 6



Location Map
NOT TO SCALE

Instr:200509270054119
09/27/2005
1:16PM
F:$320.00
P:94 of 103
Melvin Phillip McCrea T20050030669
Genesee County Register TC

Notes:

All Roads, Sanitary Sewers And Storm Sewers Must Be Built.

Roads, Sanitary Sewer And Storm Sewer Plans As Prepared By DESINE INC., On File With Fenton Township.

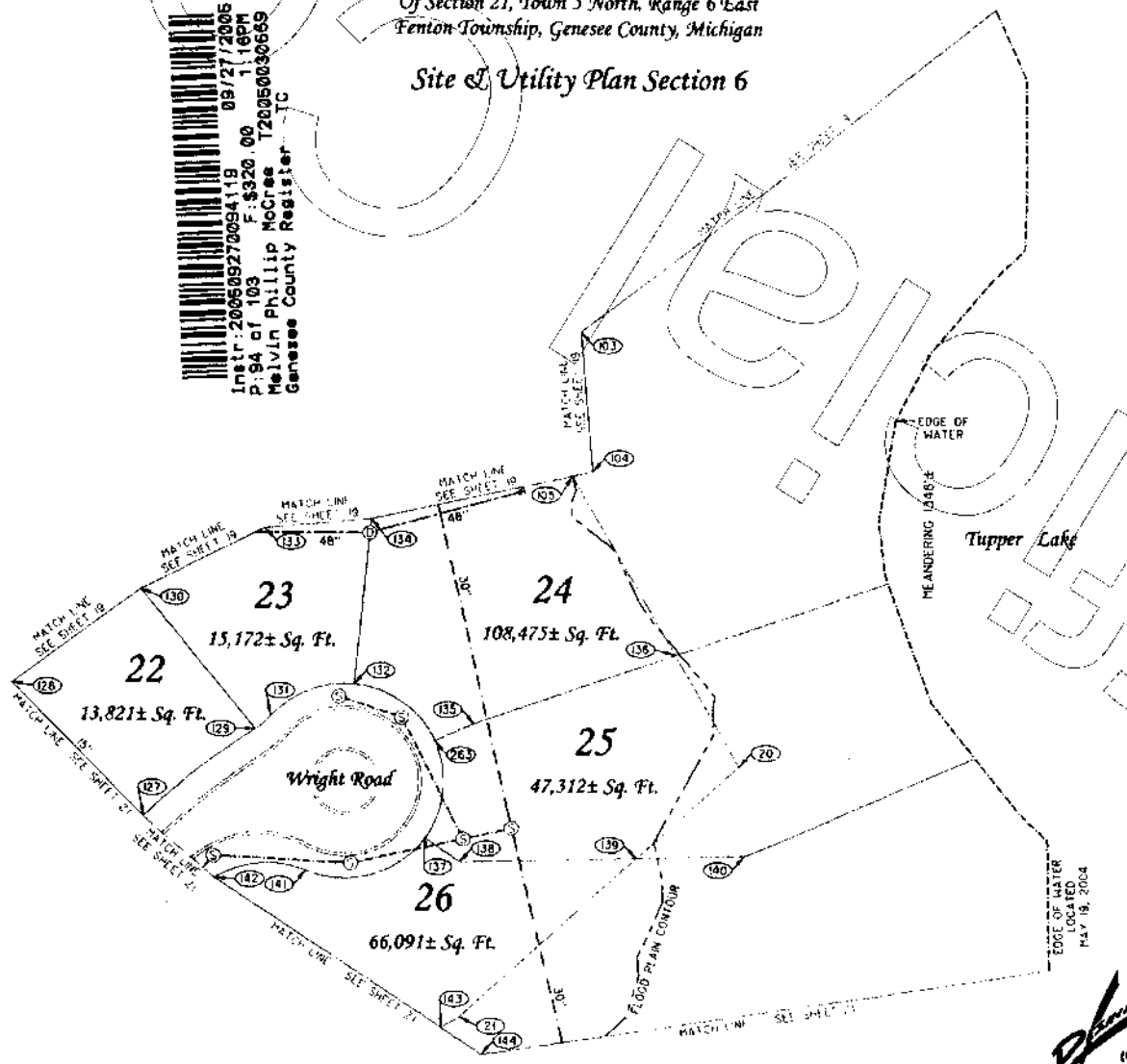
Locations Of Electric, Telephone, Cable T.V. And Natural Gas Utility Lines On File With Appropriate Utility Company. The Actual Location Of These Lines Will Be Shown On As-Built Plans.

See Sheet No. 29 For Coordinate Points.

For Those Units Coincident With The Water's Edge Of Lake Ponemah, Tupper Lake And The Shiawassee River, The Rear Yard Setbacks As Established By Fenton Township Are Superseded By The Flood Plain Contour As Established By The Federal Emergency Management Agency's National Flood Insurance Program And The Michigan Department Of Environmental Quality.

Benchmark: BM

Chiseled "X" On Northeast Side Of Sanitary Manhole Rim, Located Near Southwest Bridge Corner At Intersection Of Shiawassee River And Ripley Road.
Elevation = 872.20 (NGVD Of 1929)
(Reference: RM7 Of Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date: January 16, 1981)
(See Sheets 2, 4 And 16)



Developer
OCTOBER CAPITAL GROUP, L.L.C.
6525 Willow Road
W. Bloomfield, MI 48324

SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 feet

Legend

- Sanitary Manhole
- Sanitary Sewer 8" Dia. Typ. (Unless Otherwise Specified)
- 12" Existing Sanitary Sewer w/Diameter
- Flared End Section
- Storm Drain Manhole
- 12" Storm Drain Pipe w/Diameter
- Condominium Boundary Line
- Intermediate Traverse Line
- Road Curb
- Flood Plain Contour
- 000 Coordinate Points

GENERAL COMMON ELEMENT

LIMITS OF OWNERSHIP

DESINE INC.
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

JOHN C. MAAS
LICENSED PROFESSIONAL SURVEYOR
No. 47198

JOHN C. MAAS III
PROFESSIONAL SURVEYOR No. 47198

SEPTEMBER 19, 2005
PROPOSED DATED

SHEET 20

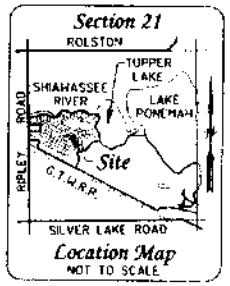
Adobe Reader

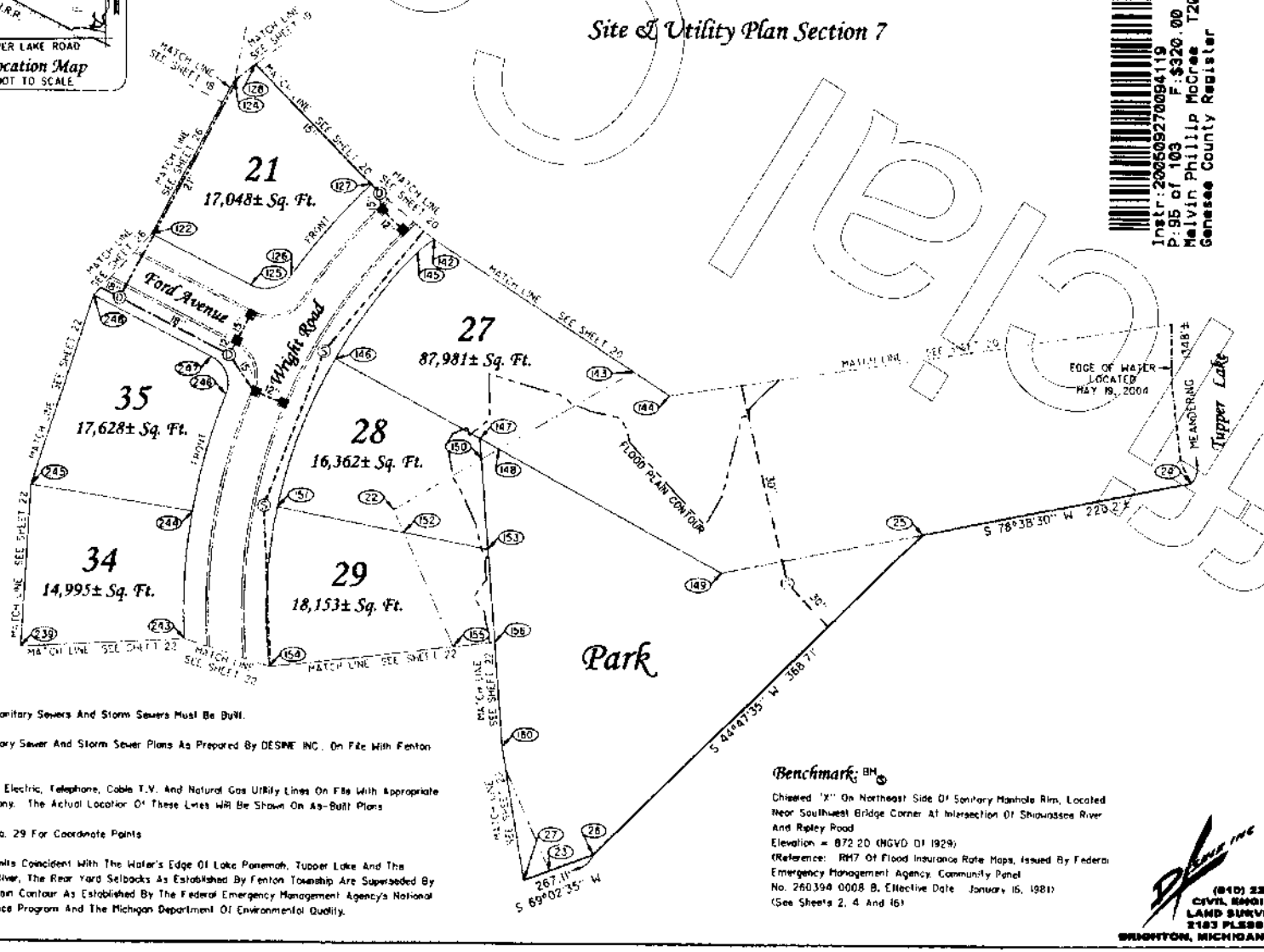
Exhibit "B" To The Master Deed Of

★ Liberty Shores ★

A Part Of The Northwest 1/4, Southwest 1/4 And Southeast 1/4
Of Section 21, Town 5 North, Range 6 East
Fenton Township, Genesee County, Michigan

Site & Utility Plan Section 7





Instr:200509270094119 09/27/2005
P:95 of 103 F:$320.00 1:16PM
Melvin Phillip McCrea T20050030669
Genesee County Register TC

Developer

OCTOBER CAPITAL GROUP, L.L.C.
6525 Willow Road
W. Bloomfield, MI 48324

SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 feet

Legend

- Sanitary Manhole
- Sanitary Sewer 8" Dia. Typ. (Unless Otherwise Specified)
- Existing Sanitary Sewer W/Diameter
- Catch Basin
- Storm Drain Manhole
- 12" Storm Drain Pipe W/Diameter
- Condominium Boundary Line
- Intermediate Traverse Line
- Road Curb
- Flood Plain Contour
- 900 Coordinate Points

GENERAL COMMON ELEMENT
LIMITS OF OWNERSHIP

Notes:

All Roads, Sanitary Sewers And Storm Sewers Must Be Built.

Roads, Sanitary Sewer And Storm Sewer Plans As Prepared By DESINE INC. On File With Fenton Township.

Locations Of Electric, Telephone, Cable T.V. And Natural Gas Utility Lines On File With Appropriate Utility Company. The Actual Location Of These Lines Will Be Shown On As-Built Plans

See Sheet No. 29 For Coordinate Points

For Those Units Coincident With The Water's Edge Of Lake Ponemah, Tupper Lake And The Shiawassee River, The Rear Yard Setbacks As Established By Fenton Township Are Superseded By The Flood Plain Contour As Established By The Federal Emergency Management Agency's National Flood Insurance Program And The Michigan Department Of Environmental Quality.

Benchmark: BM

Chiseled "X" On Northeast Side Of Sanitary Manhole Rim, Located Near Southwest Bridge Corner At Intersection Of Shiawassee River And Ripley Road
Elevation = 872.20 (NGVD Of 1929)
(Reference: RM7 Of Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date January 16, 1981)
(See Sheets 2, 4 And 16)

DESINE INC
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

STATE OF MICHIGAN
JOHN C. HAAS III
PROFESSIONAL SURVEYOR

JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

SEPTEMBER 19 2005
PROPOSED DATED

SHEET 21

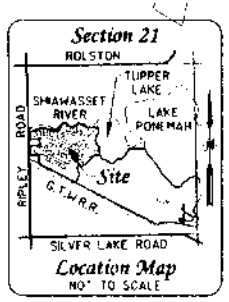
Acoustic.ctl

Exhibit "B" To The Master Deed Of

★ Liberty Shores ★

A Part Of The Northwest 1/4, Southwest 1/4 And Southeast 1/4
Of Section 21, Town 5 North, Range 6 East
Fenton Township, Genesee County, Michigan

Site & Utility Plan Section 8



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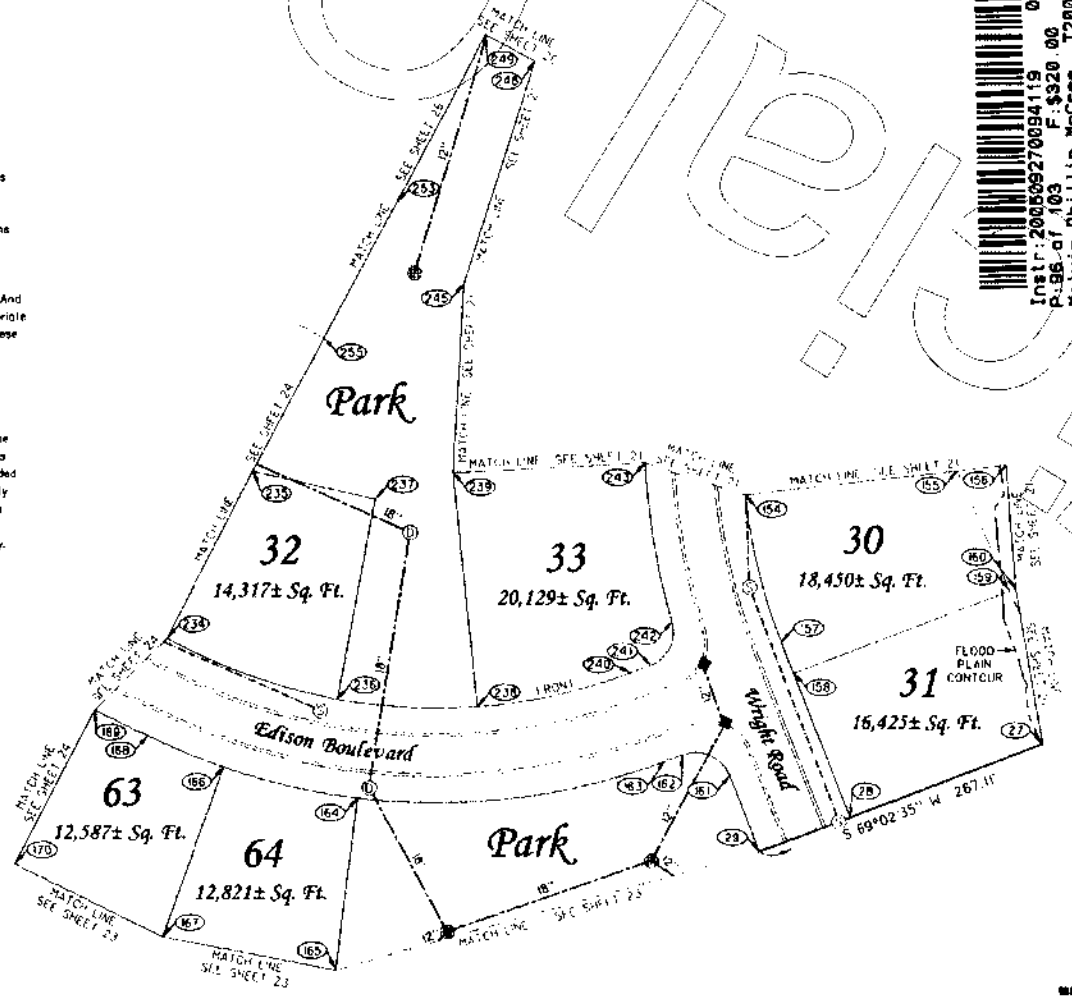
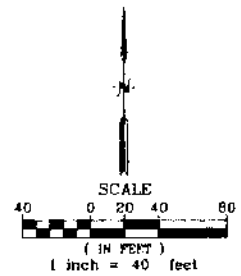
Genesee County Register TC



Developer

OCTOBER CAPITAL GROUP, L.L.C.
6525 Willow Road
W. Bloomfield, Mi 48324



Legend

- Sanitary Manhole
- Sanitary Sewer 8" Dia. Typ. (Unless Otherwise Specified)
- Yard Basin
- Catch Basin
- Storm Drain Manhole
- 12" Storm Drain Pipe W/Diameter
- Condominium Boundary Line
- Intermediate Traverse Line
- Road Curb
- Flood Plain Contour
- (200) Coordinate Points
- GENERAL COMMON ELEMENT
- LIMITS OF OWNERSHIP

Notes:

All Roads, Sanitary Sewers And Storm Sewers Must Be Built.

Roads, Sanitary Sewer And Storm Sewer Plans As Prepared By DESINE INC., On File With Fenton Township.

Locations Of Electric, Telephone, Cable T.V. And Natural Gas Utility Lines On File With Appropriate Utility Company. The Actual Location Of These Lines Will Be Shown On As-Built Plans

See Sheet No 29 For Coordinate Points

For Those Units Coincident With The Water's Edge Of Lake Ponemah, Tupper Lake And The Shiawassee River, The Rear Yard Setbacks As Established By Fenton Township Are Superseded By The Flood Plain Contour As Established By The Federal Emergency Management Agency's National Flood Insurance Program And The Michigan Department Of Environmental Quality.

Benchmark: BM ⊕

Chiseled "X" On Northeast Side Of Sanitary Manhole Rim, Located Near Southwest Bridge Corner At Intersection Of Shiawassee River And Ripley Road
Elevation = 872.20 (NGVD Of 1929)
(Reference: RM7 Of Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0005 B, Effective Date: January 16, 1981)
(See Sheets 2, 4 And 16)

DESINE INC
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

STATE OF MICHIGAN
JOHN C. HAAS III
PROFESSIONAL SURVEYOR
No. 47198

JOHN C. HAAS III
PROFESSIONAL SURVEYOR No 47198

SEPTEMBER 19, 2005
PROPOSED DATED

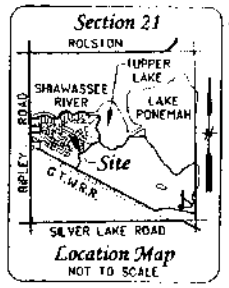
Adobe Acrobat

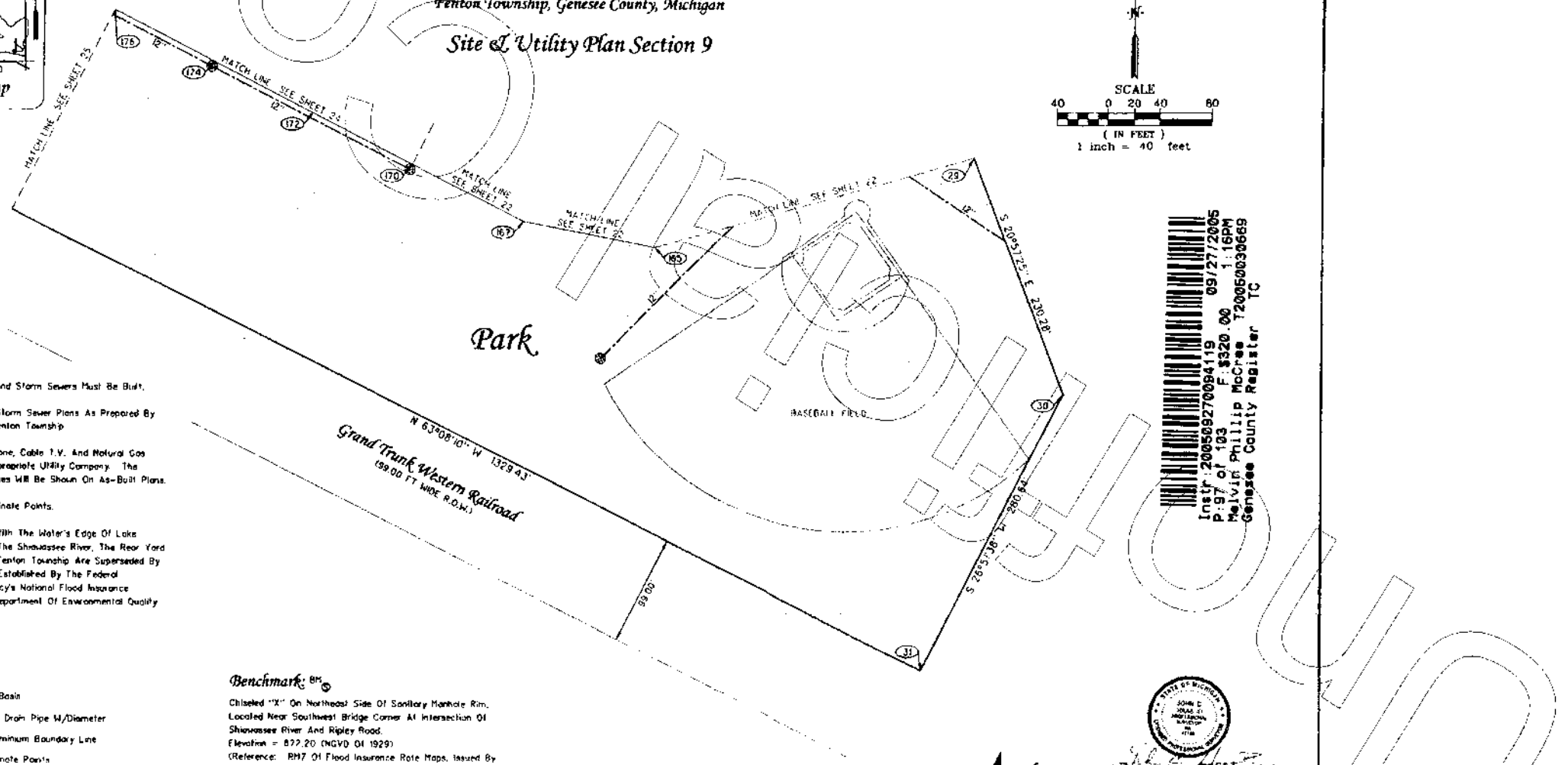
Exhibit "B" To The Master Deed Of

★ Liberty Shores ★

A Part Of The Northwest 1/4, Southwest 1/4 And Southeast 1/4
Of Section 21, Town 5 North, Range 6 East
Fenton Township, Genesee County, Michigan

Site & Utility Plan Section 9





Developer

OCTOBER CAPITAL GROUP, L.L.C.
6525 Willow Road
W. Bloomfield, MI 48324

N

SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 feet

Instr:200509270084119
P:97 of 103 F:$320.00 T20050030669
Melvin Phillip McCrea TC
Genesee County Register

Notes:

All Roads, Sanitary Sewers And Storm Sewers Must Be Built.

Roads, Sanitary Sewer And Storm Sewer Plans As Prepared By DESINE INC. On File With Fenton Township

Locations Of Electric, Telephone, Cable T.V. And Natural Gas Utility Lines On File With Appropriate Utility Company. The Actual Location Of These Lines Will Be Shown On As-Built Plans.

See Sheet No. 29 For Coordinate Points.

For Those Units Coincident With The Water's Edge Of Lake Ponemah, Tupper Lake And The Shiawassee River, The Rear Yard Setbacks As Established By Fenton Township Are Superseded By The Flood Plain Contour As Established By The Federal Emergency Management Agency's National Flood Insurance Program And The Michigan Department Of Environmental Quality

Legend

- Yard Basin
- 12" Storm Drain Pipe W/Diameter
- Condominium Boundary Line
- (000) Coordinate Points

GENERAL COMMON ELEMENT

Benchmark: BM

Chiseled "X" On Northeast Side Of Sanitary Manhole Rim, Located Near Southwest Bridge Corner At Intersection Of Shiawassee River And Ripley Road.
Elevation = 877.20 (NGVD Of 1929)
(Reference: RM7 Of Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No 260394 0008 B, Effective Date: January 16, 1981)
(See Sheets 2, 4 And 16)

DESINE INC
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

STATE OF MICHIGAN
JOHN C. HAAS III
PROFESSIONAL SURVEYOR
No. 47198

JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

SEPTEMBER 19, 2005
PROPOSED DATED

SHEET 23

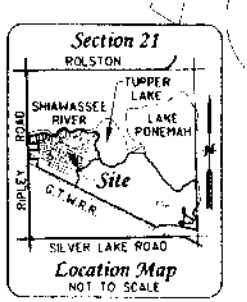
Adopted

Exhibit "B" To The Master Deed Of

★ Liberty Shores ★

A Part Of The Northwest 1/4, Southwest 1/4 And Southeast 1/4
Of Section 21, Town 5 North, Range 6 East
Fenton Township, Genesee County, Michigan

Site & Utility Plan Section 10



Location Map
NOT TO SCALE

Notes:

All Roads, Sanitary Sewers And Storm Sewers Must Be Built.

Roads, Sanitary Sewer And Storm Sewer Plans As Prepared By DESINE INC., On File With Fenton Township.

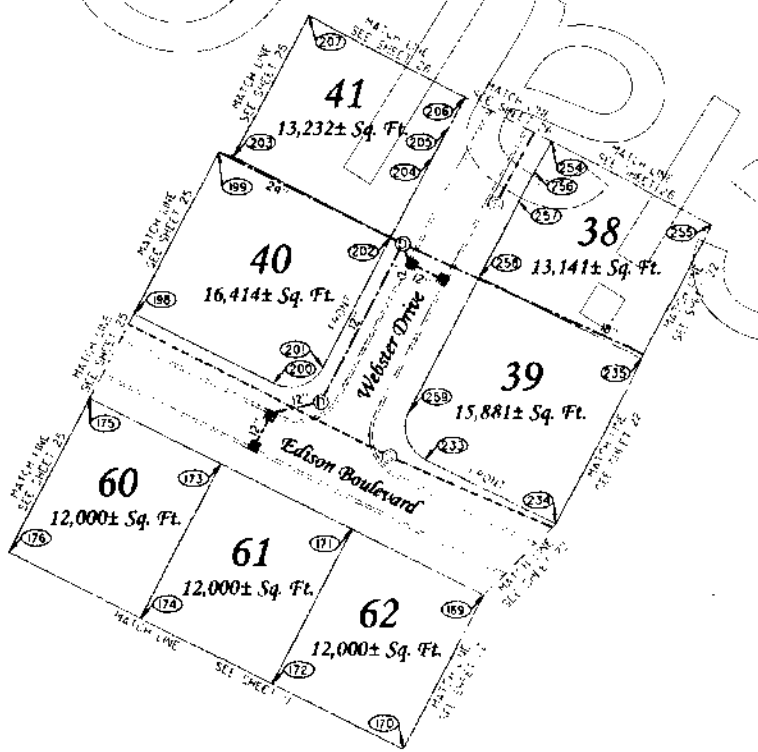
Locations Of Electric, Telephone, Cable T.V. And Natural Gas Utility Lines On File With Appropriate Utility Company. The Actual Location Of These Lines Will Be Shown On As-Built Plans.

See Sheet No. 29 For Coordinate Points.

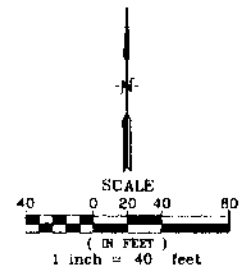
For Those Units Coincident With The Water's Edge Of Lake Ponemah, Tupper Lake And The Shiawassee River, The Rear Yard Setbacks As Established By Fenton Township Are Superseded By The Flood Plain Contour As Established By The Federal Emergency Management Agency's National Flood Insurance Program And The Michigan Department Of Environmental Quality.

Benchmark: BM

Chiseled "X" On Northeast Side Of Sanitary Manhole Rim, Located Near Southwest Bridge Corner At Intersection Of Shiawassee River And Ripley Road. Elevation = 872.20 (NGVD Of 1929) (Reference: RM7 Of Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date January 16, 1981) (See Sheets 2, 4 And 16)



Developer
OCTOBER CAPITAL GROUP, L.L.C.
6525 Willow Road
W. Bloomfield, MI 48324



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Genesee County Register
Melvin Phillip McCrea
P:98 of 103 F:$320.00
Instr:200508270094119

Legend

- Sanitary Manhole
- Sanitary Sewer 8" Dia. Typ. (Unless Otherwise Specified)
- Catch Basin
- Storm Drain Manhole
- 12" Storm Drain Pipe W/Diameter
- Condominium Boundary Line
- Road Curb
- 000 Coordinate Points

GENERAL COMMON ELEMENT
LIMITS OF OWNERSHIP

DESINE INC
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

STATE OF MICHIGAN
JOHN C. HAAS III
PROFESSIONAL SURVEYOR
NO. 47198

JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

SEPTEMBER 19, 2005
PROPOSED DATED

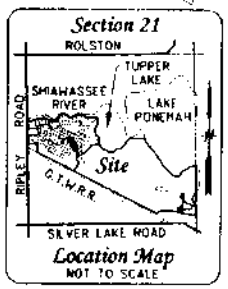
Adoption

Exhibit "B" To The Master Deed Of

★ Liberty Shores ★

A Part Of The Northwest 1/4, Southwest 1/4 And Southeast 1/4
Of Section 21, Town 5 North, Range 6 East
Fenton Township, Genesee County, Michigan

Site & Utility Plan Section 11



Location Map
NOT TO SCALE

Developer

OCTOBER CAPITAL GROUP, L.L.C
6525 Willow Road
W. Bloomfield, Mi 48324

SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 feet

Notes:

All Roads, Sanitary Sewers And Storm Sewers Must Be Built.

Roads, Sanitary Sewer And Storm Sewer Plans As Prepared By DESINE INC., On File With Fenton Township.

Locations Of Electric, Telephone Cable T.V. And Natural Gas Utility Lines On File With Appropriate Utility Company. The Actual Location Of These Lines Will Be Shown On As-Built Plans.

See Sheet No. 29 For Coordinate Points

For Those Units Coincident With The Water's Edge Of Lake Ponemah, Tupper Lake And The Shiawassee River, The Rear Yard Setbacks As Established By Fenton Township Are Superseded By The Flood Plain Contour As Established By The Federal Emergency Management Agency's National Flood Insurance Program And The Michigan Department Of Environmental Quality.

Legend

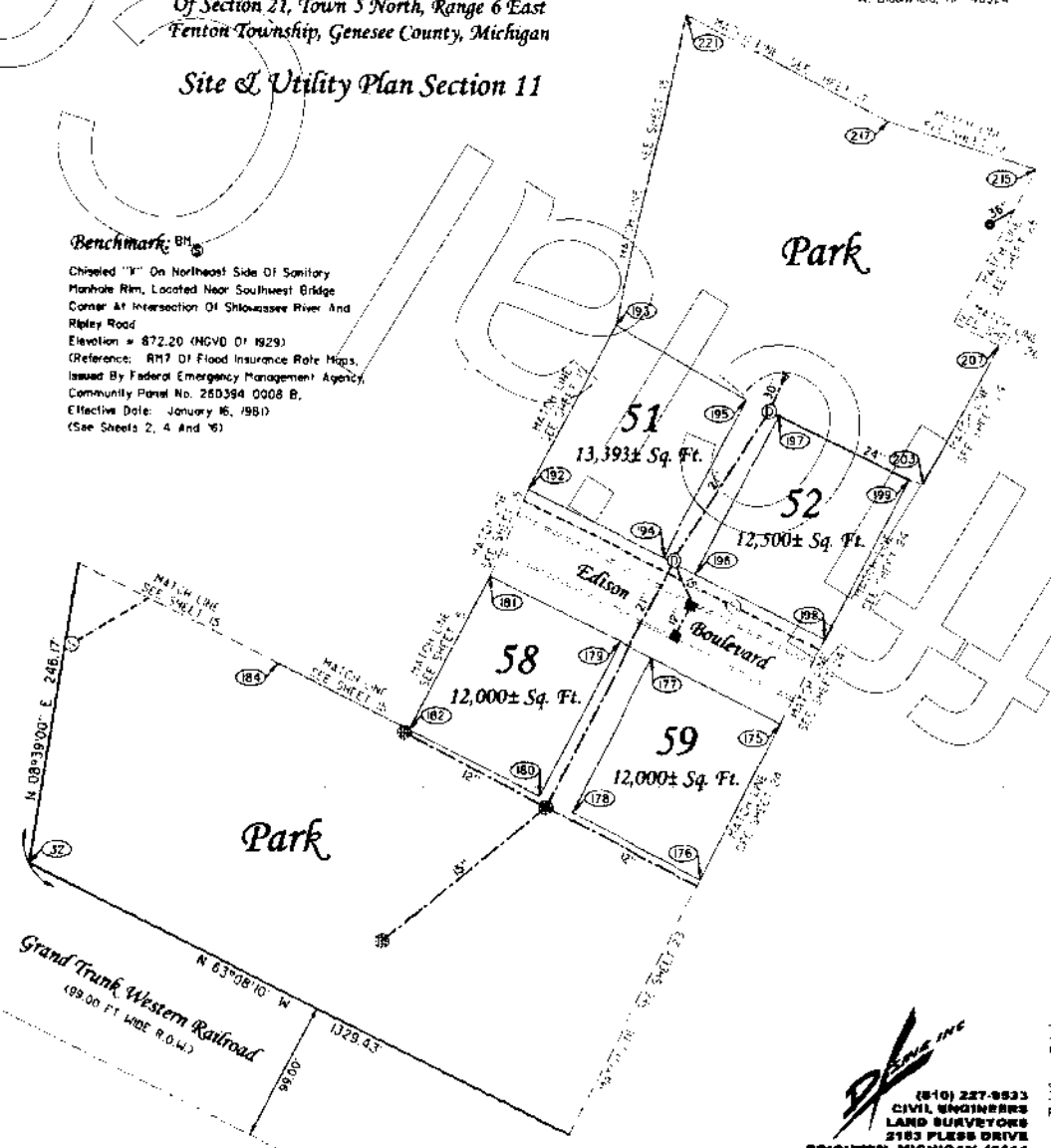
- Sanitary Manhole
- Sanitary Sewer 8" Dia. Typ. (Unless Otherwise Specified)
- Flared End Section
- Yard Basin
- Catch Basin
- Storm Drain Manhole
- 12" Storm Drain Pipe W/Diameter
- Condominium Boundary Line
- Road Curb
- (501) Coordinate Points

GENERAL COMMON ELEMENT

LIMITS OF OWNERSHIP

Benchmark: BM (5)

Chiseled "X" On Northeast Side Of Sanitary Manhole Rim, Located Near Southwest Bridge Corner At Intersection Of Shiawassee River And Ridley Road
Elevation = 872.20 (NGVD Of 1929)
(Reference: RM7 Of Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date: January 16, 1981)
(See Sheets 2, 4 And 16)



Instr: 200503270094119
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F: $320.00
Melvin Phillip McCree
T20050030069
Genesee County Register TC

DESINE INC
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

SEPTEMBER 19, 2005
PROPOSED DATED

SHEET 25

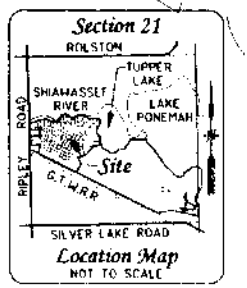
Adobe Acrobat

Exhibit "B" To The Master Deed Of

✯ Liberty Shores ✯

A Part Of The Northwest 1/4, Southwest 1/4 And Southeast 1/4
Of Section 21, Town 5 North, Range 6 East
Fenton Township, Genesee County, Michigan

Site & Utility Plan Section 12

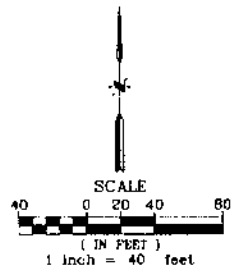


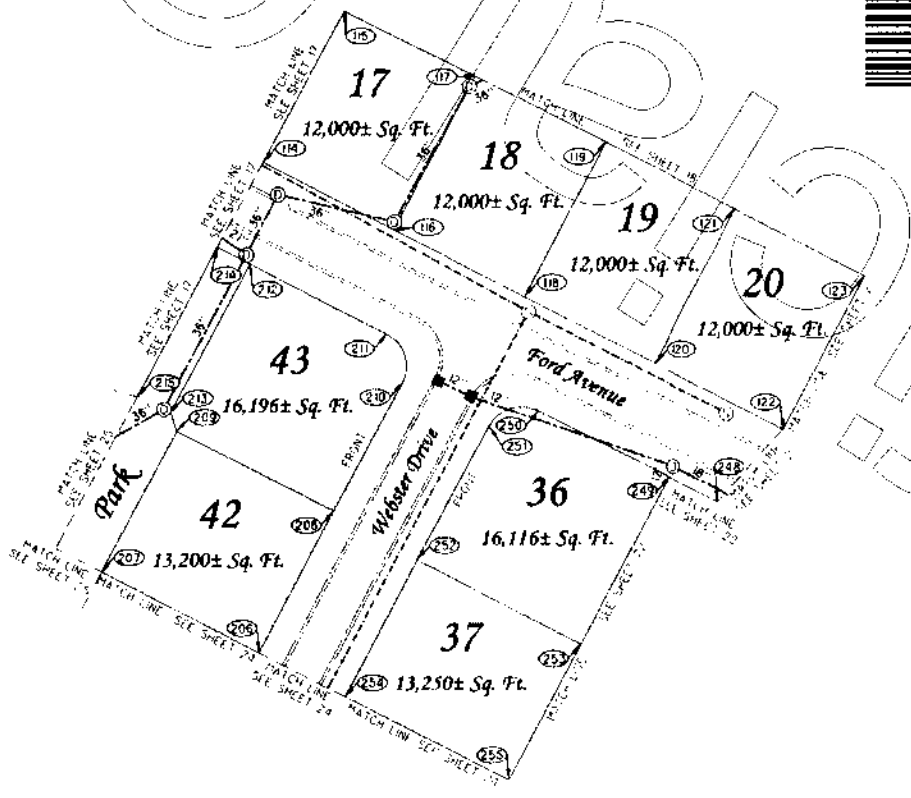
Location Map
NOT TO SCALE

Instr:200509270094119 09/27/2005
P:100 of 103 F:$320.00 1:18PM
Melvin Phillip McCree T20050030669
Genesee County Register TC

Developer

OCTOBER CAPITAL GROUP, L.L.C.
6525 Willow Road
W. Bloomfield, Mi 48324





Legend

- Sanitary Manhole
- Sanitary Sewer 8" Dia. Typ. (Unless Otherwise Specified)
- Catch Basin
- Storm Drain Manhole
- 12" Storm Drain Pipe W/Diameter
- Condominium Boundary Line
- Road Curb
- 000 Coordinate Points
- GENERAL COMMON ELEMENT
- LIMITS OF OWNERSHIP

Notes:

All Roads, Sanitary Sewers And Storm Sewers Must Be Built

Roads, Sanitary Sewer And Storm Sewer Plans As Prepared By DESINE INC. On File With Fenton Township.

Locations Of Electric, Telephone, Cable T.V. And Natural Gas Utility Lines On File With Appropriate Utility Company. The Actual Location Of These Lines Will Be Shown On As-Built Plans.

See Sheet No. 29 For Coordinate Points

For Those Units Coincident With The Water's Edge Of Lake Ponemah, Tupper Lake And The Shiawassee River, The Rear Yard Setbacks As Established By Fenton Township Are Superseded By The Flood Plain Contour As Established By The Federal Emergency Management Agency's National Flood Insurance Program And The Michigan Department Of Environmental Quality.

Benchmark: BM

Chiseled "X" On Northeast Side Of Sanitary Manhole Rim, Located Near Southwest Bridge Corner At Intersection Of Shiawassee River And Ripley Road
Elevation = 872.20 (NGVD Of 1929)
(Reference: RM7 Of Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date: January 16, 1981)
(See Sheets 2, 4 And 181

DESINE INC
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

SEPTEMBER 19, 2005
PROPOSED DATED

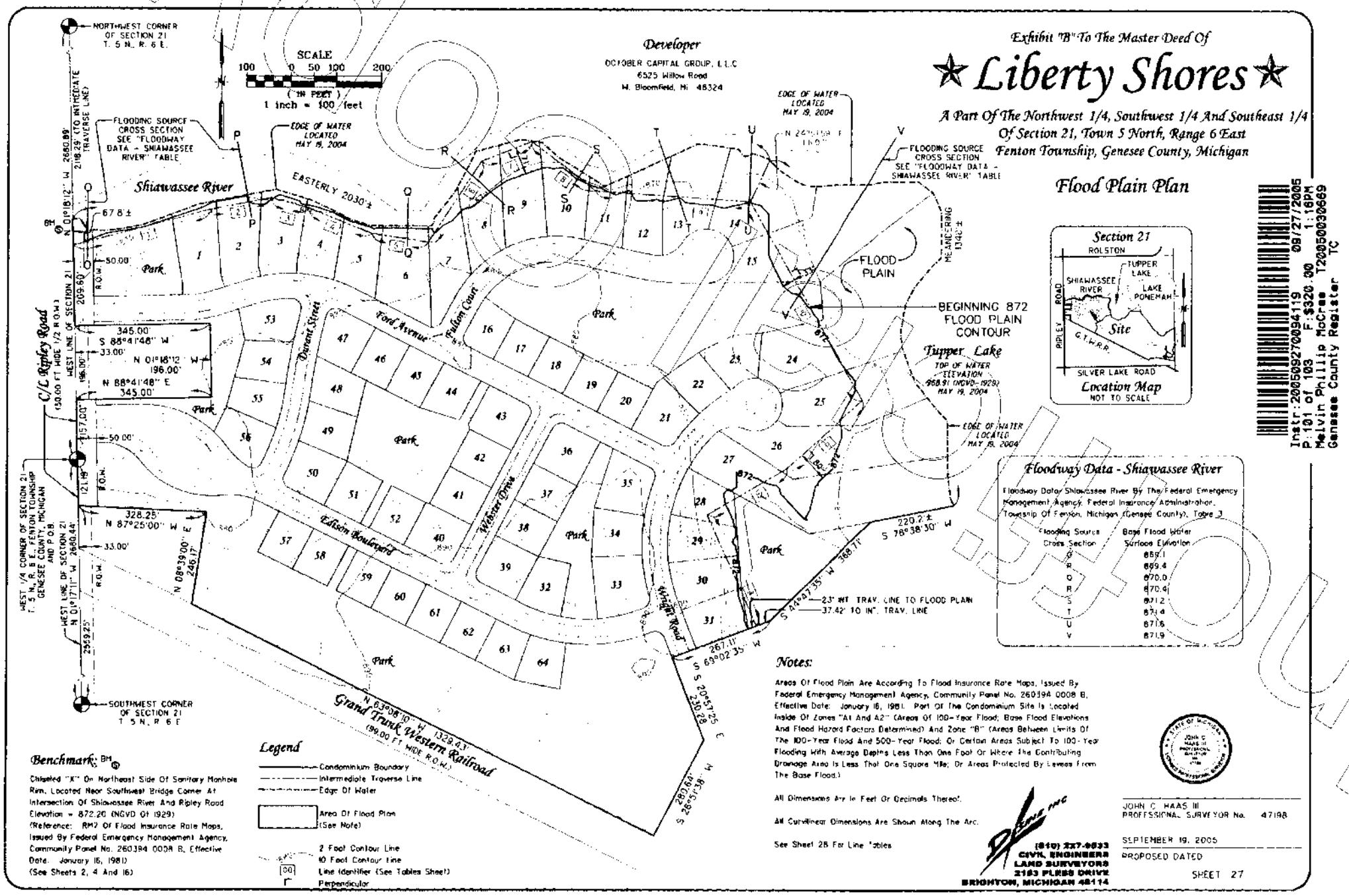
SHEET 26

Exhibit "B" To The Master Deed Of

★ Liberty Shores ★

A Part Of The Northwest 1/4, Southwest 1/4 And Southeast 1/4
Of Section 21, Town 5 North, Range 6 East
Fenton Township, Genesee County, Michigan

Flood Plain Plan



Floodway Data - Shiawassee River

Floodway Data for Shiawassee River By The Federal Emergency Management Agency, Federal Insurance Administration, Township Of Fenton, Michigan (Genesee County), Table 3

Flooding Source Cross Section	Base Flood Water Surface Elevation
Q	869.1
R	869.4
O	870.0
P	870.4
S	871.2
T	871.4
U	871.6
V	871.9

Benchmark: BM

Chiseled "X" On Northeast Side Of Sanitary Manhole Rim, Located Near Southwest Bridge Corner At Intersection Of Shiawassee River And Ripley Road
Elevation = 872.20 (NGVD Of 1929)
(Reference: RM2 Of Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date: January 16, 1981)
(See Sheets 2, 4 And 16)

Legend

- Condominium Boundary
- Intermediate Traverse Line
- Edge Of Water
- Area Of Flood Plain (See Note)
- 2 Foot Contour Line
- 10 Foot Contour Line
- [00] Line Identifier (See Tables Sheet)
- Perpendicular

Notes:

Areas Of Flood Plain Are According To Flood Insurance Rate Maps, Issued By Federal Emergency Management Agency, Community Panel No. 260394 0008 B, Effective Date: January 16, 1981. Part Of The Condominium Site Is Located Inside Of Zones "A1 And A2" (Areas Of 100-Year Flood; Base Flood Elevations And Flood Hazard Factors Determined) And Zone "B" (Areas Between Limits Of The 100-Year Flood And 500-Year Flood; Or Certain Areas Subject To 100-Year Flooding With Average Depths Less Than One Foot Or Where The Contributing Drainage Area Is Less That One Square Mile; Or Areas Protected By Levees From The Base Flood.)

All Dimensions Are In Feet Or Decimals Thereof.

All Curvilinear Dimensions Are Shown Along The Arc.

See Sheet 28 For Line Tables

(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

SEPTEMBER 19, 2005
PROPOSED DATED

SHEET 27

Instr:200509270094119 09/27/2005
P:101 of 103 F:$320.00 1:16PM
Melvin Phillip McCrae T200500030669
Genesee County Register TC

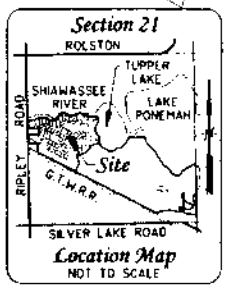
Approved

Exhibit "B" To The Master Deed Of

★ Liberty Shores ★

A Part Of The Northwest 1/4, Southwest 1/4 And Southeast 1/4
Of Section 21, Town 5 North, Range 6 East
Fenton Township, Genesee County, Michigan

Curve, Building Setback & Line Tables



Location Map
NOT TO SCALE

Instr:200509270094119 09/27/2005
P:102 of 103 F:$320.00 1:16PM
Melvin Phillip McCrea T20050030659
Genesee County Register TC

Developer
OCTOBER CAPITAL GROUP, L.L.C.
6525 Willow Road
W. Bloomfield, MI 48324

Curve Table

Curve				Chord	
No.	*Length*	*Radius*	*Delta*	*Bearing*	*Distance*
1	253.90'	259.00'	56°10'04"	S 83°13'28" E	243.86'
2	75.44'	201.00'	21°30'19"	S 45°53'32" E	74.99'
3	42.29'	25.00'	96°54'36"	N 74°54'04" E	37.42'
4	207.06'	617.00'	19°13'42"	N 85°49'54" E	206.09'
5	159.78'	1533.00'	5°58'19"	N 10°12'13" E	159.71'
6	44.82'	25.00'	102°42'36"	N 38°09'56" W	39.05'
7	96.33'	302.00'	18°16'34"	S 81°20'29" W	95.92'
8	85.76'	298.00'	16°29'18"	S 80°26'51" W	85.46'
9	66.76'	232.00'	16°29'18"	N 80°26'51" E	66.53'
10	291.11'	368.00'	45°19'27"	S 85°08'05" E	283.58'
11	39.27'	25.00'	90°00'00"	N 72°31'39" E	35.36'
12	385.39'	293.00'	75°21'45"	N 65°12'31" E	358.20'
13	44.01'	567.00'	04°26'51"	S 79°20'01" E	44.00'
14	83.30'	70.00'	68°10'41"	N 64°21'13" E	78.47'
15	291.53'	70.00'	238°37'13"	S 30°25'31" E	122.08'
16	154.73'	633.00'	14°00'19"	N 84°06'46" W	154.34'
17	298.58'	227.00'	75°21'45"	S 85°12'31" W	277.52'
18	39.27'	25.00'	90°00'01"	S 17°28'21" E	35.36'
19	36.41'	25.00'	83°28'39"	N 75°48'20" E	33.28'
20	198.99'	463.00'	23°38'15"	N 45°53'09" E	197.58'
21	14.00'	50.00'	16°02'40"	N 49°39'58" E	13.96'
22	306.66'	70.00	251°00'31"	S 12°51'06" E	113.97'
23	83.74'	70.00'	68°32'32"	S 78°22'53" W	78.84'
24	473.56'	417.00'	65°04'02"	S 11°34'36" W	448.52'
25	39.27'	25.00'	90°00'00"	N 65°57'25" W	35.36'
26	361.37'	433.00'	47°49'03"	N 87°02'54" W	350.97'
27	100.65'	171.00'	33°43'30"	N 80°00'07" W	99.21'
28	238.68'	229.00'	59°43'05"	N 67°00'20" W	228.02'
29	114.38'	121.00'	54°09'43"	N 64°13'38" W	110.17'
30	39.27'	25.00'	90°00'00"	N 71°51'38" E	35.36'
31	23.66'	2033.00'	00°40'01"	N 27°11'39" E	23.66'
32	39.27'	25.00'	90°00'00"	N 17°28'21" W	35.36'
33	15.15'	302.00'	02°52'26"	N 63°54'34" W	15.15'
34	44.27'	25.00'	101°27'51"	S 63°55'18" W	38.71'
35	152.91'	1467.00	05°58'19"	S 10°12'13" W	152.84'
36	231.39'	683.00'	19°24'38"	S 16°55'22" W	230.28'
37	39.17'	25.00'	89°46'03"	S 18°15'21" E	35.28'
38	306.29'	367.00'	47°49'03"	S 87°02'54" E	297.48'
39	37.24'	25.00'	85°16'46"	N 26°24'11" E	33.87'
40	313.67'	483.00'	37°12'31"	N 02°22'02" E	308.18'
41	36.41'	25.00'	83°28'39"	N 20°45'02" W	33.28'
42	39.27'	25.00'	90°00'00"	S 72°31'39" W	35.36'
43	22.90'	1967.00'	00°40'01"	S 27°11'39" W	22.90'
44	39.27'	25.00	90°00'00"	S 18°08'22" E	35.36'

* = OFF SANITARY ESMT
** = OFF EXISTING SANITARY ESMT
FPCL = FLOOD PLAIN CONTOUR LINE

Building Setback Table

No.	*Front*	*Side*	*Rear*
1	*7.5' & 30'	10'	35'
2	30'	10'	35'
3	30'	10'	35'
4	30'	10'	35'
5	30'	10' & **20'	35'
6	N. LINE OF EX. SAN ESMT	10' & **20'	35'
7	30' & N. LINE OF EX. SAN ESMT.	10'	35' & FPCL
8	30'	10'	FPCL
9	30'	10'	FPCL
10	30'	10'	35' & FPCL
11	30'	10'	35' & FPCL
12	30'	10'	FPCL
13	30'	10'	FPCL
14	30'	10'	FPCL
15	30'	10'	**20' & FPCL
16	30'	10'	35'
17	30'	10'	35'
18	30'	10'	35'
19	30'	10'	35'
20	30'	10'	35'
21	30'	10'	35'
22	30'	10'	35'
23	30'	10'	35'
24	**10' EAST	10	FPCL
25	**10' EAST	10'	FPCL
26 WEST	30'	10	**20' WEST
26 EAST	** 10' WEST	10'	FPCL
27	30'	10	**20' WEST & FPCL
28	30'	10'	35'
29	30'	10	35'
30	30'	10	35'

* = OFF SANITARY ESMT
** = OFF EXISTING SANITARY ESMT
FPCL = FLOOD PLAIN CONTOUR LINE

Building Setback Table

No.	*Front*	*Side*	*Rear*
31	30'	10'	35'
32	30'	10'	35'
33	30'	10'	35'
34	30'	10'	35'
35	30'	10'	35'
36	30'	10'	35'
37	30'	10'	35'
38	30'	10'	35'
39	30'	10'	35'
40	30'	10'	35'
41	30'	10	35'
42	30'	10'	35'
43	30'	10'	35'
44	30'	10'	35'
45	30'	10'	35'
46	30'	10'	35'
47	30'	10'	35'
48	30'	10'	35'
49	30'	10'	35'
50	30'	10'	35'
51	30'	10'	35'
52	30'	10'	35'
53	30'	10'	35'
54	30'	10'	35'
55	30'	10'	35'
56	30'	10'	35'
57	30'	10	35'
58	30'	10'	35'
59	30'	10'	35'
60	30'	10'	35'
61	30'	10'	35'
62	30'	10'	35'
63	30'	10'	35'
64	30'	10'	35'

Line Table

No.	*Bearing*	*Distance*
1	N 75°03'02" E	385.81'
2	N 79°18'05" E	153.91'
3	S 75°16'00" E	100.02'
4	S 68°21'17" E	173.73'
5	S 81°10'40" E	147.68'
6	N 32°48'03" E	247.55'
7	N 68°36'44" E	138.97'
8	S 52°22'09" E	207.34'
9	S 86°21'18" E	396.28'
10	S 29°23'54" E	594.77'
11	S 47°21'14" W	266.47'
12	S 59°08'11" W	236.04'
13	S 23°15'25" E	316.86'
14	S 23°16'25" E	273.69'
15	N 65°58'16" E	302.73'
16	N 80°21'09" E	325.24'
17	S 32°04'20" E	553.00'
18	N 56°26'17" E	457.08'
19	N 05°16'33" E	387.85'
20	S 85°04'22" E	238.23'
21	S 22°00'59" E	371.84'
22	N 68°25'56" E	549.02'
23	S 43°05'37" E	842.12'
24	N 46°43'00" E	480.76'
25	N 5°28'51" E	147.91'
26	N 75°02'24" E	149.78'
27	S 67°31'59" E	58.36'
28	S 67°12'11" E	100.70'
29	S 01°28'50" W	582.52'
30	S 7[illegible]°43'53" W	147.73'
31	S 27°09'35" W	43.05'
32	S 39°07'24" W	254.52'
33	S 34°40'32" E	206.17'
34	S 07°01'54" E	367.39'

NOTE:

FOR THOSE UNITS COINCIDENT WITH THE WATER'S EDGE OF LAKE PONEMAH, TUPPER LAKE AND THE SHIAWASSEE RIVER, THE REAR YARD SETBACKS AS ESTABLISHED BY FENTON TOWNSHIP ARE SUPERSEDED BY THE FLOOD PLAIN CONTOUR AS ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S NATIONAL FLOOD INSURANCE PROGRAM AND THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY.

BUILDING SETBACKS AS OF AUGUST 31, 2005 AND ESTABLISHED BY FENTON TOWNSHIP.

DLZ MI INC
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

STATE OF MICHIGAN — JOHN C. HAAS III — PROFESSIONAL SURVEYOR — LICENSED PROFESSIONAL SURVEYOR

JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198

SEPTEMBER 19, 2005
PROPOSED DATED

Instr:200509270094119 09/27/2005 1:16PM
P:103 of 103 F:$320.00
Melvin Phillip McCree T20050030669
Genesee County Register TC

Exhibit "B" To The Master Deed Of

★ Liberty Shores ★

A Part Of The Northwest 1/4, Southwest 1/4 And Southeast 1/4
Of Section 21, Town 5 North, Range 6 East
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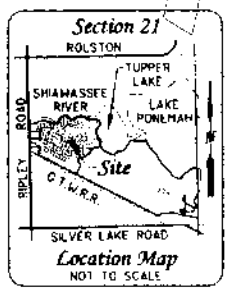

Location Map
NOT TO SCALE

Developer
OCTOBER CAPITAL GROUP, L.L.C.
6525 Willow Road
W. Bloomfield, MI 48324

Coordinate Tables

Coordinate Points

No.	Northing	Easting
1	8679.86	9938.98
2	8836.82	9935.41
3	8837.96	9985.39
4	8844.67	10280.32
5	9040.62	10275.86
6	9033.91	9980.94
7	9032.77	9930.95
8	9242.31	9926.18
9	9310.10	9924.64
10	9255.59	9975.89
11	9336.63	10279.42
12	9365.20	10430.65
13	9339.76	10527.38
14	9275.68	10688.87
15	9253.03	10834.80
16	9461.11	10968.90
17	9511.79	11098.30
18	9385.20	11282.51
19	9360.00	11657.98
20	8841.82	11949.94
21	8681.30	11753.94
22	8540.21	11551.33
23	8247.37	11677.69
24	8565.77	12188.08
25	8522.41	11972.21
26	8260.75	11712.43
27	8239.61	11657.24
28	8188.82	11524.62
29	8165.21	11462.99
30	7950.17	11545.35
31	7699.80	11418.55
32	8300.54	10232.59
33	8543.91	10269.61
34	8556.45	9981.76
35	8558.70	9941.70
36	8822.73	9985.74
37	8825.38	10101.72
38	8753.69	10286.57
39	8715.52	10319.42
40	8663.33	10373.27
41	8673.07	10409.40
42	8764.96	10446.24
43	8870.34	10469.08
44	8880.87	10470.45
45	8992.09	10489.51

Coordinate Points

No.	Northing	Easting
46	9027.53	10497.37
47	9075.32	10508.52
48	9106.83	10484.44
49	9091.59	10389.61
50	9078.28	10348.18
51	9063.25	10301.35
52	9049.07	10217.97
53	9043.67	9983.71
54	9109.66	9979.21
55	9114.82	10205.48
56	9115.05	10215.56
57	9126.10	10261.17
58	9309.72	10178.64
59	9135.99	10312.00
60	9164.56	10302.83
61	9338.74	10290.61
62	9154.43	10369.44
63	9163.89	10404.91
64	9193.23	10398.63
65	9380.42	10405.36
66	9171.73	10497.04
67	9341.65	10520.22
68	9155.20	10591.95
69	9304.37	10615.58
70	9130.38	10651.99
71	9106.67	10657.48
72	9271.63	10714.98
73	9034.93	10835.14
74	9032.23	10844.07
75	9254.33	10835.64
76	9045.54	10868.86
77	9142.05	10903.53
78	9171.53	10944.57
79	9371.64	10911.24
80	9238.27	11031.46
81	9479.15	11014.96
82	9288.55	11138.22
83	9478.93	11140.93
84	9282.25	11228.72
85	9281.34	11232.68
86	9398.65	11245.06
87	9229.57	11371.54
88	9238.90	11330.75
89	9380.22	11340.69
90	9221.42	11414.78

Coordinate Points

No.	Northing	Easting
91	9224.33	11434.69
92	9374.10	11436.75
93	9255.38	11485.51
94	9289.94	11550.85
95	9348.64	11566.76
96	9244.55	11611.57
97	9278.69	11703.69
98	9320.30	11814.80
99	9149.40	11510.34
100	9150.12	11547.34
101	9154.53	11773.76
102	9359.56	11434.09
103	9155.76	11837.26
104	9054.95	11845.97
105	9051.75	11831.66
106	9165.23	11356.81
107	9201.70	10498.27
108	9144.82	10204.80
109	9197.91	11213.98
110	9110.77	10980.22
111	9081.55	10962.05
112	9015.04	10927.39
113	8981.31	10938.01
114	8948.41	11001.14
115	9054.83	11056.60
116	8902.19	11089.82
117	9008.61	11145.28
118	8855.98	11178.49
119	8862.39	11233.96
120	8809.76	11287.17
121	8916.17	11322.63
122	8763.54	11355.85
123	8869.96	11411.31
124	8888.06	11420.75
125	8722.23	11435.11
126	8730.39	11467.37
127	8805.41	11530.08
128	8900.56	11437.25
129	8867.93	11609.23
130	8968.72	11527.37
131	8875.96	11618.87
132	8900.14	11678.68
133	9013.08	11614.97
134	9020.10	11689.87
135	8872.18	11763.05

Coordinate Points

No.	Northing	Easting
136	8921.82	11904.87
137	8789.91	11729.29
138	8772.66	11753.76
139	8775.32	11827.26
140	8776.98	11953.92
141	8765.85	11845.22
142	8769.52	11581.03
143	8653.58	11741.43
144	8634.49	11769.81
145	8749.97	11568.00
146	8662.89	11563.25
147	8598.23	11619.16
148	8589.79	11634.28
149	8490.34	11812.53
150	8581.53	11820.47
151	8541.57	11458.52
152	8521.37	11559.64
153	8507.99	11626.28
154	8412.39	11453.10
155	8429.08	11599.20
156	8432.85	11632.21
157	8310.57	11477.99
158	8288.21	11488.17
159	8346.15	11634.92
160	8347.72	11638.93
161	8217.66	11442.90
162	8232.08	11410.61
163	8227.59	11398.89
164	8202.22	11190.85
165	8083.13	11176.12
166	8273.66	11099.62
167	8106.12	11058.31
168	8245.66	11048.38
169	8263.84	11012.50
170	8156.79	10958.26
171	8309.02	10923.28
172	8201.97	10869.07
173	8354.20	10834.07
174	8247.15	10779.86
175	8399.38	10744.86
176	8292.33	10690.64
177	8444.57	10655.65
178	8337.51	10601.43
179	8455.86	10633.35
180	8348.81	10579.13

Coordinate Points

No.	Northing	Easting
181	8501.04	10544.14
182	8393.99	10488.92
183	8546.23	10454.93
184	8439.17	10400.71
185	8570.82	10406.37
186	8588.04	10409.63
187	8677.12	10098.77
188	8725.02	9990.15
189	8724.18	9987.97
190	8680.99	9988.97
191	8608.23	10478.58
192	8562.18	10589.50
193	8678.25	10626.28
194	8514.74	10663.17
195	8626.26	10719.65
196	8503.45	10885.47
197	8614.96	10741.96
198	8458.38	10774.68
199	8569.78	10831.16
200	8410.45	10869.10
201	8421.45	10902.70
202	8511.38	10948.24
203	8567.24	10844.07
204	8566.77	10976.30
205	8587.82	10987.15
206	8609.33	10998.32
207	8664.79	10891.90
208	8706.87	11049.16
209	8752.33	10942.74
210	8796.44	10995.84
211	8830.16	11085.22
212	8878.69	10992.11
213	8775.82	10938.50
214	8890.25	10968.94
215	8786.67	10915.96
216	8938.77	10876.83
217	8819.06	10814.43
218	8984.99	10788.15
219	8865.27	10725.76
220	9031.21	10699.47
221	8891.10	10676.21
222	8911.49	10637.08
223	9071.85	10621.49
224	9078.51	10607.89
225	9081.49	10573.12

Coordinate Points

No.	Northing	Easting
226	9012.47	10561.63
227	8957.00	10548.76
228	8852.05	10534.56
229	8836.13	10530.77
230	8793.40	10654.21
231	8731.37	10504.75
232	8641.74	10467.53
233	8358.03	10972.58
234	8313.22	11061.07
235	8428.27	11119.34
236	8271.08	11177.20
237	8409.18	11202.77
238	8268.02	11272.10
239	8427.33	11255.26
240	8289.93	11375.28
241	8294.33	11388.61
242	8324.67	11403.67
243	8434.20	11385.08
244	8537.51	11390.73
245	8558.58	11262.43
246	8632.59	11416.40
247	8663.70	11404.61
248	8712.88	11310.26
249	8730.33	11276.77
250	8776.55	11188.09
251	8785.93	11154.37
252	8672.82	11105.84
253	8665.05	11216.69
254	8578.82	11056.95
255	8521.05	11167.70
256	8557.32	11045.64
257	8536.95	11035.18
258	8484.38	11088.55
259	8391.63	10961.58
260	8820.80	10316.90
261	8898.44	10339.02
262	8997.03	10364.57
263	8859.67	11735.79
264	8442.80	11123.21
265	9385.19	11576.54

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JOHN C. HAAS III
PROFESSIONAL SURVEYOR
LICENSED PROFESSIONAL SURVEYOR

JOHN C. HAAS III
PROFESSIONAL SURVEYOR No 47198

SEPTEMBER 19, 2005
PROPOSED DATED

SHEET 29

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