

OAKLAND COUNTY TREASURERS CERTIFICATE
This is to certify that there are no delinquent property taxes as of this date owed to our office on this property. No representation is made as to the status of any taxes, tax liens or titles owed to any other entities.

LIBER 54718 PAGE 233
\$21.00 MISC RECORDING
\$4.00 REMONUMENTATION
\$5.00 AUTOMATION
08/26/2020 10:12:44 AM RECEIPT# 132610
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

AUG 26 2020

5.00 *26* ANDREW E. MEISNER, County Treasurer
Sec. 135, Act 206, 1893 as amended

000775

MASTER DEED
OF
WINDRIDGE ESTATES

A SINGLE FAMILY RESIDENTIAL CONDOMINIUM
OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 2312

This Master Deed is made and executed this 30th day of July, 2020, by **DIVERSE REAL ESTATE LLC**, a Michigan limited liability company (hereinafter referred to as "Developer"), the address of which is 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315.

WITNESSETH:

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

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

ARTICLE I
TITLE AND NATURE

The Condominium shall be known as Windridge Estates, Oakland County Condominium Subdivision Plan No. 2312. The number, boundaries, dimensions and volume of each Unit in the Condominium are set forth in the Condominium Subdivision Plan attached hereto as **Exhibit B**. Each Unit is capable of individual use, having its own access to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common

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Elements of the Condominium as designated by the Master Deed. Co-owners shall have voting rights in Windridge Estates Condominium Association as set forth herein and in the Bylaws and Articles of Incorporation of such Association. Nothing in this Master Deed shall be construed to impose upon Developer any legal obligation to build, install or deliver any structure or improvement which is labeled "need not be built" on the Condominium Subdivision Plan attached as **Exhibit B**. The plans and specifications for the Project will be filed with the Charter Township of Lyon, a Michigan municipal corporation (the "Township").

ARTICLE II LEGAL DESCRIPTION

The land which comprises the Condominium established by this Master Deed is located in the Charter Township of Lyon, County of Oakland, State of Michigan, and described as follows:

PART OF THE NORTHEAST 1/4 OF SECTION 36, T1N-R7E, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST 1/4 CORNER OF SECTION 36; THENCE ALONG THE EAST-WEST 1/4 LINE OF SECTION 36, N 89°49'33" W, 1427.66 FEET; THENCE N 00°10'27" E, 140.00 FEET; THENCE N 89°49'33" W, 30.02 FEET; THENCE N 00°10'27" E, 60.00 FEET; THENCE S 89°49'33" E, 43.38 FEET; THENCE N 00°10'27" E, 140.00 FEET; THENCE N 89°49'33" W, 243.65 FEET; THENCE N 00°01'51" E, 489.90 FEET; THENCE N 89°59'57" E, 686.51 FEET; THENCE S 28°08'31" E, 47.15 FEET; THENCE S 23°01'53" E, 71.10 FEET; THENCE S 09°36'20" E, 16.18 FEET; THENCE S 09°43'39" E, 91.25 FEET; THENCE S 19°13'49" E, 90.00 FEET; THENCE S 08°28'49" E, 76.19 FEET; THENCE S 67°17'02" E, 118.01 FEET; THENCE N 22°42'58" E, 105.93 FEET; THENCE N 08°52'00" E, 35.00 FEET; THENCE NORTHEASTERLY ALONG AN ARC LEFT, HAVING A LENGTH OF 75.76 FEET, A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 72°21'01", AND A LONG CHORD WHICH BEARS N 62°41'29" E, 70.83 FEET; THENCE S 63°29'01" E, 25.99 FEET; THENCE S 89°47'49" E, 122.92 FEET; THENCE N 00°12'11" E, 90.00 FEET; THENCE N 16°45'23" W, 188.18 FEET; THENCE N 00°12'11" E, 110.00 FEET; THENCE N 89°47'49" W, 27.51 FEET; THENCE N 00°12'11" E, 240.00 FEET; THENCE S 89°47'49" E, 585.77 FEET TO THE CENTERLINE OF NAPIER RD (60 FOOT WIDE 1/2 WIDTH RIGHT OF WAY); THENCE ALONG THE CENTERLINE OF NAPIER ROAD (60 FOOT WIDE 1/2 WIDTH RIGHT OF WAY) AND THE EAST LINE OF SECTION 36, S 00°25'20" W, 1187.15 FEET, TO THE POINT OF BEGINNING, CONTAINING 31.65 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EXISTING NAPIER ROAD. ALSO SUBJECT TO ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD.

pt 21-36-200-020
pt 21-36-200-014

ARTICLE III DEFINITIONS

Certain terms used in this Master Deed and the Exhibits hereto, and in the Articles of Incorporation and Bylaws of Windridge Estates Condominium Association are defined as follows:

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

(b) "Association" means Windridge Estates Condominium Association, a Michigan nonprofit corporation, of which all Co-owners shall be members, which Association shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

(c) "Bylaws" means **Exhibit A** hereto, which are the Bylaws required for the Condominium and also the Bylaws required for the Association as a nonprofit corporation.

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

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

(f) "Condominium Documents", wherever used, means and includes this Master Deed and the Exhibits hereto and the Articles of Incorporation of the Association.

(g) "Condominium Unit" or "Unit" means the volume of space constituting a single complete Unit designed and intended for separate ownership and use in the Condominium as such space may be described on **Exhibit B**.

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

(i) "Co-owner" or "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium. Both land contract vendors and vendees shall be considered Co-owners and shall, except as otherwise expressly provided in the Condominium Documents, be jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents and the Act.

(j) "Developer" means Diverse Real Estate LLC, a Michigan limited liability company, and its successors or assigns. All rights reserved to Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer, including the conveyance

of Units to a "successor developer" pursuant to Section 135 of the Act, shall not serve to assign Developer's rights unless the instrument of conveyance expressly so states.

(k) "Development and Sales Period" means the period beginning on the date this Master Deed is recorded and continuing until the last to occur of (i) the date neither Developer nor any other Exempt Entity or any "successor developer" as defined by the Act owns any Unit; (ii) the date Developer is no longer entitled to convert any Convertible Areas pursuant to Article IX hereof; (iii) the date Developer is no longer entitled to contract any portion of the Project pursuant to Article X hereof or the Act; or (iv) the date Developer is no longer entitled to expand the Project pursuant to Article XI hereof.

(l) "Exempt Entity" means Developer, S.E. Michigan Land Holding LLC, a Michigan limited liability company ("SE"), Lombardo Homes of S.E. Michigan LLC, a Michigan limited liability company, or any of their respective affiliates.

(m) "First Mortgagee" means a Mortgagee who holds a recorded first mortgage on one or more Units.

(n) "General Common Elements" means the Common Elements other than the Limited Common Elements.

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

(p) "Master Deed" means this document to which the Condominium Bylaws and Condominium Subdivision Plan are attached as Exhibits.

(q) "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of this Condominium.

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

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

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

(u) "Structure" means any Residence, building, driveway, parking area, structure, dwelling, garage, shed, outbuilding, fence, wall, gazebo, hedge, in ground swimming pool, antenna or satellite dish or any other improvement of a permanent or substantial nature.

(v) "Transitional Control Date" means the date on which the Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by

eligible Co-owners unaffiliated with Developer exceed the votes which may be cast by Developer.

ARTICLE IV COMMON ELEMENTS

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

(a) The General Common Elements are:

(1) The land described in Article II hereof (excluding any part thereof included in the Units described in Article VI below and on the Plan) and beneficial easements, if any, including any walkways, parks, landscaped areas and berms, open areas, and cul-de-sacs, except to the extent any of the foregoing are designated herein or in the Plan as Limited Common Elements or are located within Units.

(2) The roads throughout the Condominium, designated on the Plan, so long as neither Developer nor the Association has dedicated the roads to public use through the acceptance of such a dedication by the applicable governmental entity.

(3) The electrical (including lighting), gas, water, sanitary sewer, storm water drainage (including storm sewers and detention basin), telephone, telecommunications, plumbing and cable television, if any, networks or systems throughout the Condominium, up to their point of connection with a Unit boundary (except for the portion of any lead that services only one Unit) and also that portion of such networks or systems contained within a Unit to the extent that the portion within the Unit also services other Units. Some or all of the foregoing systems and networks (including mains and service leads) described in this subsection (2) may be owned by the local public authority, municipality or utility company or other private company that is providing the pertinent service. Accordingly, such systems and networks shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature and extent of such interest, if any.

(4) All beneficial utility and drainage easements, if any.

(5) All sidewalks. No walkways installed within a Unit which lead to the Unit or any portion thereof will be considered a General Common Element.

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

(b) The Limited Common Elements are:

(1) Each mailbox and mailbox holder assigned to a Unit shall be limited to the sole use of the Co-owners of the Unit to which the mailbox and mailbox holder is assigned. Each mailbox located within a cluster unit of mailboxes ("CBUs") that is

assigned to a Unit shall be limited to the sole use of the Co-owners of the Unit to which such mailbox is assigned.

(2) That portion of a utility lead (including a storm sewer or telecommunication lead) servicing only one Unit and located outside of such Unit shall constitute a Limited Common Element appurtenant to such Unit.

(c) The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements and Units are as follows:

(1) The Association shall maintain, repair and replace all Common Elements and the expense thereof shall be assessed to the Co-owners in proportion to the Percentages of Value stated in Article VI hereof, subject to any provision of the Condominium Documents expressly to the contrary. The Association shall be responsible for maintaining, repairing and replacing CBUs only to the extent that they are not maintained by the United States Postal Service or some other governmental authority.

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

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

(4) Each Co-owner shall, to the extent any governmental authority is not otherwise responsible and the Association is not otherwise responsible under Section I of Article V of the Bylaws, be responsible for maintaining, repairing and replacing, at his expense, (i) the General Common Element area (or dedicated road right-of-way), if any, lying between such Co-owner's Unit and the adjoining road pavement (including lawn, landscaping, trees, sidewalks and driveway aprons but in no event General Common Element utilities (including General Common Element storm sewers) or General Common Element signs) and (ii) the portion, if any, of any General Common Element sidewalk located within such Co-owner's Unit. Each Co-owner shall also be responsible

for snow removal from the portion, if any, of any General Common Element sidewalk located within such Co-owner's Unit, the drive approach and the driveway installed on his Unit, the service walk between said driveway and the entrance to the Residence constructed within his Unit, any porch installed on said Residence and any stairs leading to said porch, and all other portions of such Co-owner's Unit. Each Co-owner shall be responsible for maintaining, repairing and replacing (i) that portion of any utility lead that constitutes a Limited Common Element appurtenant to such Co-owner's Unit; and (ii) the mailbox and mailbox holder appurtenant to such Co-owner's Unit that are not part of CBUs.

ARTICLE V USE OF PREMISES

Each Unit shall only be used for residential purposes. Except as otherwise provided in this Master Deed or the Condominium Bylaws, all Residences, Structures and other improvements constructed in the Unit shall comply with the terms, provisions and conditions of this Master Deed and the Condominium Bylaws. Except as otherwise provided in this Master Deed or the Condominium Bylaws, no person shall use any Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or any Common Element.

ARTICLE VI CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of thirty-one (31) residential Units, numbered Units 1 through 31. Each Unit is described in this Article VI with reference to the Condominium Subdivision Plan as prepared by Boss Engineering, a copy of which is attached hereto as **Exhibit B**. Each Unit shall include all that space contained within the Unit boundaries as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan.

The Percentage of Value assigned to each Unit shall, except as otherwise provided in the Condominium Documents, be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. The total percentage value of the Condominium is one hundred percent (100%).

Based on the nature of the Condominium Project and the fact that the Association's responsibility for maintenance of Common Elements will not be substantially different among all of the Units, the Percentages of Value assigned to the Units shall be equal.

ARTICLE VII EASEMENTS, RESTRICTIONS AND AGREEMENTS

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

(a) Developer hereby reserves (on its behalf and on behalf of its successors or assigns), and grants to SE, permanent easements for ingress and egress over the roads and walks in the Condominium and permanent easements to use, tap into, enlarge or extend all walks and utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, and any pumps, sprinklers or water detention areas, all of which easements shall be for the benefit of the Future Development Area described herein, whether or not such Future Development Area is hereafter added to the Condominium, and for the benefit of any other property adjacent to the Condominium (or any expansion thereof) which Developer (or Developer's successors or assigns) or SE (or SE's successors or assigns) may now or hereafter own, whether or not such adjacent property or properties are hereafter added to the Condominium. These easements shall run with the land in perpetuity. Neither Developer nor SE has any financial obligation to support such easements.

(b) By recordation of this Master Deed, Developer reserves the right and power to dedicate all the roads (including sidewalks and the area between roads and sidewalks) in the Condominium to public use, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees, shall be deemed irrevocably to have appointed Developer and its successors or assigns as agent and attorney-in-fact to make such dedication and to act on behalf of all Co-owners and their Mortgagees in any statutory or special assessment proceedings with respect to the dedicated roads. After certificates of occupancy are issued for one hundred percent (100%) of the Units that may be created in the Condominium, the foregoing rights and powers may be exercised by the Association. While nothing herein shall be deemed to impose any obligation upon Developer or the Association to dedicate any or all of the roads within the Condominium to public use, Developer intends to dedicate all of the roads within the Condominium to public use except for the Private Road as set forth in Section (o) below.

(c) (1) Upon approval by an affirmative vote of not less than fifty-one percent (51%) of all Co-owners, in number and in value, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of public roads within or adjacent to the Condominium. In the event that a special assessment road improvement project is established pursuant to applicable Michigan law, the collective costs assessable to the Condominium as a whole shall be borne by all Co-owners in accordance with their Percentages of Value.

(2) Notwithstanding the foregoing, if a special assessment district for the installation, maintenance, repair and/or replacement of street lighting within the Project has not been established as of the date this Master Deed is recorded, Developer may, without the consent of any other person or entity, cause a special assessment district to be established for the installation, maintenance, repair and/or replacement of street lighting within the Condominium. The collective costs assessable to the Condominium with respect to the installation, maintenance, repair and/or replacement of the street lighting pursuant to such special assessment district shall be borne by all Co-owners in accordance with their Percentages of Value.

(d) Developer reserves the right and power to (i) grant easements over, or dedicate, portions of any of the Common Elements for utility, drainage, street, safety, construction, or other lawful purposes and (ii) grant easements for utility or drainage purposes over any portions of Units that are subject to a public utility easement as shown on the Condominium Subdivision Plan, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees shall be deemed to have appointed Developer and its successors or assigns as agent and attorney-in-fact to make such easements or dedications. After certificates of occupancy are issued for Residences in one hundred percent (100%) of the Units that may be created in the Condominium, the foregoing right and power may be exercised by the Association.

(e) If any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building, or due to survey errors or construction deviations, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for as long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. The foregoing easement shall not, however, be construed to permit any encroachment by a non-appurtenant Common Element or Unit upon another Unit or upon the air space and subsurface contained in the other Unit as shown on the Condominium Subdivision Plan. There shall be permanent, non-exclusive easements to, through and over those portions of the Units and the land, Residences and improvements contained therein and the Common Elements for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, communications, telephone and cable television lines.

(f) There shall be easements to and in favor of the Association, and its officers, directors, agents and designees (and Developer prior to the expiration of the Development and Sales Period), in, on and over all Units, for access to the Units and the exterior of each of the Residences and appurtenances that are constructed within each Unit to conduct any activities authorized by this Master Deed or the Condominium Bylaws.

(g) Developer, the Association and all public and private utility companies shall have such easements over, under, across and through the Condominium, including all Units and Common Elements, as may be necessary or desirable to develop, construct, market and operate the Condominium, to exercise or fulfill their rights or responsibilities of maintenance, repair and replacement of common amenities or improvements (whether or not such common amenities or improvements are integrated into the Project) and also to exercise or fulfill any rights or responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. While it is intended that each Owner shall, except for those Common Elements which the Association is responsible for maintaining, repairing and replacing, be solely responsible for the performance and costs of all maintenance, repair and replacement of and decoration of the Residence and all other appurtenances and improvements constructed or otherwise located within his Unit, including any sidewalk located thereon, it is nevertheless a matter of concern that an Owner may fail to properly maintain his Unit or any improvements located therein in a proper manner and in accordance with the standards set forth in this Master Deed, the Bylaws and any rules and regulations promulgated by the Association. Therefore, in the event an Owner fails, as required by this Master Deed, the Bylaws or any rules and regulations promulgated by the Association, to properly and adequately

maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein, including any sidewalk located thereon, the Association (and/or Developer during the Development and Sales Period) shall have the right (but not the obligation), and all necessary easements in furtherance thereof, to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Residence or any other improvements located within the Unit, or its appurtenances, all at the expense of the Owner of the Unit. Neither Developer nor the Association shall be liable to the Owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Article or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association (or Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future time. All costs incurred by the Association or Developer in performing any responsibilities which are required, in the first instance, to be borne by any Owner shall be assessed against such Owner and shall be due and payable with his regular assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

(h) Easements for the construction, installation and maintenance of public utilities, and for drainage facilities, are reserved, or have been granted, as shown on the Plan. Within all of the foregoing easements, unless the necessary approvals are obtained from the Township, the County of Oakland or any other applicable governmental entity or utility company and except for the paving necessary for each Residence's driveway, no Structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems and water, sanitary and storm sewer systems, or which may change, obstruct or retard the flow or direction of water drainage in and through the easements, nor shall any change, which may obstruct or retard the flow of surface water or be detrimental to the property of others, be made by the occupant in the finished grade of any Unit once established by the builder upon completion of construction of the Residence thereon. The easement area of each Unit and all improvements in it shall be maintained (in a presentable condition continuously) by the Unit Co-owner, except for those improvements for which a public authority or utility company is responsible, and the Unit Co-owner shall be liable for damage to service facilities and utilities thereon, including damage to water, sanitary, storm, electric, gas, and telephone distribution lines, sewers and facilities therein. Except as may be otherwise provided herein, each Unit Co-owner shall maintain the surface area of easements within the Co-owner's Unit, to keep weeds out, to keep the area free of trash and debris, and to take such action as may be necessary to eliminate or minimize surface erosion.

(i) Except as otherwise provided in this Master Deed or the Condominium Bylaws, the architectural and building specifications and use restrictions set forth in Article VI of the Bylaws govern the development and use of each Unit in the Condominium along with the provisions of this Master Deed and the Condominium Subdivision Plan. Except as otherwise provided in this Master Deed or the Condominium Bylaws, all improvements made within any Unit, including the construction of a Residence and any other Structure, and the use and

occupancy thereof, shall comply fully with the architectural and building specifications and use restrictions established by Article VI of the Bylaws. The terms, provisions, restrictions and conditions of Article VI of the Bylaws are incorporated fully herein by this reference.

(j) There shall exist for the benefit of the Township or any emergency service agency, an easement over all streets, roads and driveways in the Condominium for use by the Township and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, 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 granting of these easements shall not be construed as a dedication of any streets, roads or driveways to the public.

(k) A portion of the Project as depicted on the Condominium Subdivision Plan is wetlands and subject to a wetland conservation easement granted to the Michigan Department of Environmental Quality. No improvements or alterations may be made to such wetlands except as otherwise permitted by the Michigan Department of Environmental Quality.

(l) All common open space and natural features, wetlands, the wetlands buffer area identified in the Condominium Subdivision Plan, designated woodland areas and storm water basins within the Project shall be perpetually preserved as unimproved areas (other than improvements installed in accordance with the final PD Site Plan for the Project approved by the Township, as the same may be amended from time to time). The common open space, but in no event the wetlands, designated woodland areas and storm water basins within the Project, may be used for their intended recreational purposes.

(m) The property upon which the Condominium is located is subject to that certain Planned Development Agreement recorded in Liber 53330, Page 163, Oakland County Records (the "PD Agreement"). The PD Agreement also covers the Future Development Area and includes certain development, construction and use restrictions and requirements which are binding on Developer, the Association and all Co-owners.

(n) In the event there is a failure by the Association to perform any of its maintenance, repair or replacement obligations under this Master Deed or Bylaws with respect to any General Common Elements, the Township shall have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under Township ordinances and/or state laws:

- (i) Enter the Project, or cause its agents or contractors to enter the Project, and perform such obligations or take such corrective measures as reasonably found by the Township to be appropriate. Except in emergency circumstances, the Township shall first serve written notice on the Association, setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place for a hearing before the Township Board of Trustees, or such other body, or official delegated by the Township Board, to allow the Association an opportunity to be heard as to why the Township should not proceed with the correction of the deficiency or obligation that has not

been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If the Township Board or the other designated body determines that the obligation has not been fulfilled or failure corrected within the time specified in the notice, the Township shall then have the power and authority, but not the obligation, to take corrective measures.

- (ii) Initiate legal action for the enforcement of any of such obligations of the Association. In the event the Township obtains any relief as a result of such litigation, the Association shall pay all court costs and attorney fees incurred by the Township in connection with such suit.

The cost and expense of making and financing such actions by the Township, including notices by the Township and legal fees incurred by the Township, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by the Association within thirty (30) days of a billing to the Association. The payment obligation under this Section shall be secured by a lien against the Project, which lien shall be deemed effective as of the date of the initial written notice of deficiency provided to the Association pursuant to this Section or, in emergency circumstances, the date at which the Township incurred its first cost or expense in taking corrective action. Such security shall be realized by placing a billing that has been unpaid by the Association for more than thirty (30) days on the delinquent tax rolls of the Township relative to all Units within the Project, to accumulate interest and penalties, and to be deemed and collected, in the same manner as for collection of delinquent real property taxes. In the discretion of the Township, such costs and expenses may be collected by suit initiated against the Association and, in such event, the Association shall pay all court costs and reasonable attorney fees incurred by the Township in connection with such suit if the Township prevails in collecting funds.

Any failure or delay by the Township to enforce any provision contained in this Section (n) shall in no event be deemed, construed, or relied on as a waiver or estoppel of the right to eventually do so in the future.

(o) The Condominium is subject to a Private Road Maintenance Agreement recorded in Liber 54326, Page 748, Oakland County Records (the "Private Road Agreement"), pertaining to a portion of Rock Spring Drive (the "Private Road") located within an Easement for Private Road granted by International Transmission Company, a Michigan corporation, and recorded in Liber 53846, Page 452, Oakland County Records, and used in common between Co-owners within the Condominium and owners within an adjacent development to the south of the Condominium, known as Devonshire (the "Devonshire Parcel"). Pursuant to the Private Road Agreement, the parcel owners shall meet once each calendar year to review and discuss the necessity of maintenance of the Private Road and to appoint one individual from the Condominium and one individual from the Devonshire Parcel to solicit bids and contract for the ordinary maintenance, repair and improvement of the Private Road for the calendar year. Ordinary maintenance, repair and improvement is defined in the Private Road Agreement as work costing less than \$1,000. The cost of work exceeding \$1,000 must be affirmed by majority vote of the parcel owners. The cost of maintaining the Private Road shall be shared equally between the Co-owners within the Condominium and owners within the Devonshire Parcel. An

escrow has been established in the amount of \$63,000 in an interest-bearing account, which sum is to be applied toward future costs incurred for the maintenance of the Private Road after completion of development of the Condominium and the Devonshire Parcel.

(p) Portions of Units 11, 16-23, 25, 41, 45, 47, 48, 62, 67, 71, 78, 81-85, 93 and 100-102 (the "Wetland Buffer Units") are occupied by a required 25-foot wide vegetated strip and construction and building setback, which must be maintained to the boundary of any regulated wetland. The setback is intended to have a rich diversity of vegetation, so as to filter storm water before it enters the wetland. No permanent buildings, structures or other permanent site improvements shall be placed within the setback, and no major construction activity shall occur in the setback. The wetland buffer strip shall be protected as described in this Master Deed and the Bylaws and on the Condominium Subdivision Plan. The setback may preclude the construction of decks, patios and swimming pools within the Wetland Buffer Units.

(q) Developer reserves the right to expand and enlarge the "easements" described above by amending this Master Deed and the Plan attached as **Exhibit B** pursuant to the right of amendment reserved in Article VIII, Section (c) without the consent of any Co-owner or Mortgagee.

ARTICLE VIII AMENDMENTS

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

(a) Amendments may be made and recorded by Developer or by the Association without the approval of any Co-owner or Mortgagee if the amendment does not materially alter or change the rights of a Co-owner or Mortgagee.

(b) If the amendment will materially change the rights of the Co-owners or Mortgagees, then such amendment requires the consent of not less than two-thirds (2/3) in value of the votes of the Co-owners and First Mortgagees. A First Mortgagee shall have one vote for each mortgage held. Notwithstanding anything to the contrary contained herein, First Mortgagees are entitled to vote on amendments to this Master Deed or any Exhibit hereto only under the following circumstances:

(1) Termination of the Condominium;

(2) A change in the method or formula used in to determine the Percentage of Value assigned to a Unit subject to the Mortgagee's mortgage;

(3) A reallocation of responsibility for maintenance, repair, replacement or decoration of a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association to the Unit subject to the Mortgagee's mortgage;

(4) Elimination of a requirement for the Association to maintain insurance on the Condominium as a whole or a Unit subject to the Mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the Mortgagee's mortgage;

(5) The modification or elimination of an easement benefiting the Unit subject to the Mortgagee's mortgage;

(6) The partial or complete modification, imposition or removal of leasing restrictions for Units in the Condominium; or

(7) Amendments requiring the consent of all affected Mortgagees under Section (d) of this Article VIII.

(c) Notwithstanding Sections (a) or (b) above, but subject to the limitation of Section (d) below, Developer reserves the right to materially amend this Master Deed or any of its Exhibits for any of the following purposes without the consent of Co-owners or Mortgagees:

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

(2) To correct arithmetic errors, typographical errors, survey errors, or any similar errors in this Master Deed, Plan or Condominium Bylaws;

(3) To clarify or explain the provisions of this Master Deed or its Exhibits;

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

(5) To contract the Condominium and to redefine Common Elements and adjust Percentages of Value in connection therewith;

(6) To convert the Convertible Areas of the Condominium and to redefine Common Elements and Units and adjust Percentages of Value in connection therewith and to make any other amendment expressly permitted by this Master Deed or the Bylaws;

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

(8) To record an "as-built" Condominium Subdivision Plan and/or Consolidating Master Deed;

(9) To expand the Condominium and to redefine Common Elements and adjust Percentages of Value in connection therewith; or

(10) To amend the Bylaws pursuant to Article VI, Section 3(mm) of the Bylaws.

(d) Notwithstanding any other provisions of this Article VIII, the method or formula used to determine the Percentages of Value for Units in the Condominium, as described above,

may not be modified without the consent of each affected Co-owner and Mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Association may not make any amendment which materially changes the rights reserved to any Exempt Entity under the Condominium Documents without the written consent of Developer during the Development and Sales Period, nor can the Association ever make any amendment which terminates, limits or impairs the easements reserved in favor of Developer, or granted to SE, under this Master Deed.

(e) Any amendment to this Master Deed or any of the Exhibits hereto shall become effective upon the recordation of such amendment in the office of the Oakland County Register of Deeds.

(f) Notwithstanding anything to the contrary contained in the Condominium Documents, any amendment or modification to this Master Deed or any Exhibit hereto shall require the prior written consent of Developer during the Development and Sales Period.

(g) Any amendment to this Master Deed that affects the conditions imposed on the Condominium by the Township or the rights of the Township shall require the prior written consent of the Township, which consent will not be unreasonably withheld. This Section (g) shall specifically apply to the rights and remedies granted to the Township in Article VII, Section (i), regarding the emergency access easements, and Article VII, Section (n), regarding the rights of the Township to enforce the obligations of the Association.

ARTICLE IX CONVERTIBLE AREAS

(a) The Common Elements and all Units constitute Convertible Areas within which the Units and Common Elements may be modified and within which Units may be expanded, moved and eliminated as provided in this Article IX. Subject to approval by the Township, Developer reserves the right, but not an obligation, to convert the Convertible Areas.

(b) Subject to the approval of the Township, Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording this Master Deed, subject to the requirements of local ordinances and building authorities, to (1) modify the size, location, and configuration of any Unit that is owned by Developer or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto, and to make corresponding changes to the Common Elements, (2) eliminate any Unit that is owned by Developer or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto, and to substitute General and/or Limited Common Elements therefor, (3) relocate, modify, eliminate, expand or reduce General Common Elements and/or Limited Common Elements appurtenant to any Unit that is owned by Developer or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract

consents thereto and, in connection therewith may, but shall not be obligated to, substitute Units, General Common Elements and/or Limited Common Elements therefor, and (4) in addition to those improvements depicted on the Condominium Subdivision Plan, construct and/or install various improvements, including but not limited to signage, roads, drives, landscaping features and walls, walks and entrance area features, a pool, a pool house, club house, tennis courts or other amenities, anywhere within the General Common Elements or any Unit that is owned by Developer or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto. The maximum number of Units in the Condominium, as established by the recording of this Master Deed, may not exceed one hundred two (102) Units.

(c) All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to residential use and to such Common Elements as are compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities. The extent to which any Structure erected within the Convertible Areas will be compatible with Structures located on other portions of the Condominium is not limited by this Master Deed but lies solely within the discretion of Developer, subject only to the restrictions contained in this Master Deed and the requirements imposed by state law, local ordinances and building authorities.

(d) Except as otherwise provided in Section (b) of this Article, the consent of any Co-owner shall not be required to convert the Convertible Areas. Except as otherwise provided in Section (b) of this Article, all of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection 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 this Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

(e) All modifications to Units and Common Elements made pursuant to this Article IX shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of Developer and in which the Percentages of Value set forth in Article VI hereof shall be proportionately readjusted, if Developer deems it to be applicable, in order to preserve a total value of one hundred percent (100%) for the entire Condominium resulting from such amendments to this Master Deed. The precise determination of the readjustments in Percentages of Value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable

relationship among Percentages of Value based upon the original method and formula described in Article VI of this Master Deed. Such amendments to this Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article IX.

ARTICLE X CONTRACTION OF CONDOMINIUM

(a) Subject to the approval of the Township, Developer unconditionally reserves the right, in its sole discretion, to contract the Condominium by withdrawing from the Condominium any portion of the land described in Article II (as it may be amended) that is designated in this Master Deed as a General Common Element and the improvements located therein except as otherwise provided below, or a Unit owned by Developer or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto, and/or any Limited Common Element appurtenant to such Unit, within a period ending no later than six (6) years from the date of recording of this Master Deed. Except as provided in the immediately preceding sentence, the rights reserved in this Section (a) may be exercised without the consent of any Co-owner or Mortgagee, and all Co-owners and all Mortgagees shall be deemed to have consented to such contraction and Developer shall have the power and authority to execute any documents necessary or convenient in connection with such contraction on behalf of all Co-owners and all Mortgagees, including without limitation an amendment to this Master Deed. Notwithstanding the foregoing, neither Unit 1 nor Unit 2 may be withdrawn from the Condominium.

(b) There are no restrictions or limitations on Developer's right to contract the Condominium except as stated in this Article X. Developer may, in its sole discretion, withdraw different portions of the General Common Elements or Units owned by Developer or any other person (provided that such other person consents thereto) at different times and in any order as Developer, in its sole discretion, deems appropriate. Except as provided in this Article, the consent of any Co-owner shall not be required to contract the Condominium, all of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction. All such interested persons irrevocably appoint Developer or its successors, or assigns, as agent and attorney for the purpose of execution of such amendment or amendments to this Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to contract the Condominium as herein provided. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

ARTICLE XI
PROPOSED FUTURE DEVELOPMENT AREA

The Condominium is established as an expandable Condominium in accordance with the provisions of this Article.

(a) Subject to the approval of the Township, Developer (on its behalf and on behalf of its successors and assigns, and no other third party, unless assigned in writing by Developer), reserves the right, but does not undertake any obligation, to expand the Condominium. Except as set forth herein, no other person or entity may exercise the right to expand the Condominium.

(b) There are no restrictions or limitations on Developer's right to expand the Condominium except as stated in this Article XI. The consent of any Co-owner shall not be required to expand the Condominium. All of the Co-owners and Mortgagees of Units and persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such expansion of the Condominium and any amendment or amendments to this Master Deed to effectuate the expansion and to any reallocation of Percentages of Value of existing Units which Developer 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 executing such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be made without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed or the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium and Developer may, in its discretion, establish all or a portion of the Future Development Area described below as a rental development, a separate condominium, or any other form of development. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

(c) Developer's right to expand the Condominium shall expire six (6) years after the initial recording of this Master Deed.

(d) The land which may be added to the Condominium (herein referred to as the "Future Development Area") is (i) any portion of the land described in Article II hereof (as it may be amended) that is withdrawn from the Project pursuant to Article X hereof, and (ii) any portion of the land referred to in the plan as the Future Development Area and situated in the Charter Township of Lyon, Oakland County, Michigan and more specifically described as follows:

PART OF THE NORTHEAST 1/4 OF SECTION 36, T1N-R7E, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 36; THENCE ALONG THE EAST-WEST 1/4 LINE OF SECTION 36, N 89°49'33" W, 1427.66 FEET, TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING ALONG THE EAST-WEST 1/4 LINE OF

SECTION 36, N 89°49'33" W, 1204.24 FEET TO THE CENTER OF SECTION 36; THENCE ALONG THE NORTH-SOUTH 1/4 LINE OF SECTION 36, N 00°02'04" E, 1487.10 FEET; THENCE S 89°49'49" E, 1916.23 FEET; THENCE S 00°26'28" W, 299.74 FEET; THENCE S 89°47'49" E, 140.06 FEET; THENCE S 00°12'11" W, 240.00 FEET; THENCE S 89°47'49" E, 27.51 FEET; THENCE S 00°12'11" W, 110.00 FEET; THENCE S 16°45'23" E, 188.18 FEET; THENCE S 00°12'11" W, 90.00 FEET; THENCE N 89°47'49" W, 122.92 FEET; THENCE N 63°29'01" W, 25.99 FEET; THENCE SOUTHWESTERLY ALONG AN ARC RIGHT, HAVING A LENGTH OF 75.76 FEET, A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 72°21'01", AND A LONG CHORD WHICH BEARS S 62°41'29" W, 70.83 FEET; THENCE S 08°52'00" W, 35.00 FEET; THENCE S 22°42'58" W, 105.93 FEET; THENCE N 67°17'02" W, 118.01 FEET; THENCE N 08°28'49" W, 76.19 FEET; THENCE N 19°13'49" W, 90.00 FEET; THENCE N 09°43'39" W, 91.25 FEET; THENCE N 09°36'20" W, 16.18 FEET; THENCE N 23°01'53" W, 71.10 FEET; THENCE N 28°08'31" W, 47.15 FEET; THENCE S 89°59'57" W, 686.51 FEET; THENCE S 00°01'51" W, 489.90 FEET; THENCE S 89°49'33" E, 243.65 FEET; THENCE S 00°10'27" W, 140.00 FEET; THENCE N 89°49'33" W, 43.38 FEET; THENCE S 00°10'27" W, 60.00 FEET; THENCE S 89°49'33" E, 30.02 FEET; THENCE S 00°10'27" W, 140.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 53.38 ACRES, MORE OR LESS, AND SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

(e) The Future Development Area may be added to the Condominium in its entirety or in parcels, in one amendment to this Master Deed or in separate amendments, at the same time or at different times, all in Developer's discretion. There are no restrictions upon the order in which portions of the Future Development Area may be added to the Condominium.

(f) There are no restrictions upon the locations of any improvements that may be made on any portions of the Future Development Area, and Developer reserves the right to locate such improvements in Developer's sole discretion subject only to such applicable laws and ordinances which may affect the Condominium, and the approved site plan for the Project, as the same may be amended. By way of illustration, and not as a limitation on Developer, Developer has the right to create larger Units in the Future Development Area and/or to create a portion of the Units as attached units.

(g) The number of Units which Developer reserves the right to establish, all or in part, upon the Future Development Area is up to an amount that will not cause the total number of Units in the Project, after giving effect to the expansion of the Project by the addition of the Future Development Area, to exceed one hundred two (102) Units.

(h) All land and improvements added to the Condominium shall be restricted exclusively to residential units and to such Common Elements as may be consistent and compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities.

(i) The extent to which any Structure erected on any portion of the Future Development Area added to the Condominium is compatible with Structures on land included in

the original Master Deed is solely within the discretion of Developer, subject only to the requirements of local ordinances and building authorities, and is not limited by this Master Deed.

(j) There are no restrictions as to types of Condominium Units which may be created upon the Future Development Area except that such Units must comply with state law, local ordinances and the requirements of building authorities.

(k) Developer may create Limited Common Elements upon the Future Development Area and designate Common Elements thereon which may be subsequently assigned as Limited Common Elements. The nature of any such Limited Common Elements to be added to the Condominium is exclusively within the discretion of Developer.

(l) If the Condominium is expanded, it shall be expanded by an amendment to the Master Deed or by a series of successive amendments to the Master Deed, each adding Future Development Area and/or improvements to the Condominium.

(m) Any amendment to the Master Deed which alters the number of Units in the Condominium shall proportionately readjust the existing Percentages of Value of Condominium Units to preserve a total value of one hundred percent (100%) for the entire Condominium. Percentages of Value shall be readjusted and determined in accordance with the method and formula described in Article VI of this Master Deed.

(n) Any expansion shall be deemed to have occurred at the time of the recording of an amendment to this Master Deed embodying all essential elements of the expansion.

ARTICLE XII SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

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

(a) By Developer. Subject to the approval of the Township, Developer reserves the sole right (without the consent of any other Co-owner or any Mortgagee of any Unit except as expressly provided below) to take the following actions:

(1) Subdivide Units. Subdivide or re-subdivide any Units which are owned by Developer or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto, and in connection therewith to install utility conduits and connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by Developer as General or Limited Common Elements; such installation shall not disturb any utility connections serving Units other than temporarily. Such subdivision or re-subdivision of Units shall be given effect by an

appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(2) Consolidate Contiguous Units. Consolidate under single ownership two or more Units which are owned by Developer or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(3) Relocate Boundaries. Relocate any boundaries between adjoining Units which are owned by Developer and/or any other person (provided such other person consents thereto), but excluding any Units that were sold on land contract and as to which Developer or such other person has not retaken possession unless the land contract vendee(s) under such land contract consents thereto), separated only by Unit perimeters or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(4) Amendments to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision consolidation or relocation of boundaries shall be separately identified by number. Such amendment or amendments to this Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. Except as otherwise provided in subsections (1) – (3) above, all of the Co-owners and Mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing.

(5) Conformity with Laws and Ordinances. All actions taken under this Article XII must comply with all applicable laws and ordinances.

(b) Limited Common Elements. Limited Common Elements, if any are created, shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to consolidate Units or relocate boundaries described in this Article XII.

ARTICLE XIII
DEVELOPER'S RIGHT TO USE FACILITIES

Until the end of the Development and Sales Period, Developer and each other Exempt Entity, and their respective successors and assigns, agents and employees may maintain such offices, model units, reasonable parking, storage areas and other facilities on the Condominium as it deems necessary to facilitate the development and sale of the Condominium Project. Throughout the entire duration of the Development and Sales Period, Developer and each other Exempt Entity, and their respective successors and assigns, agents and employees shall have such access to, from and over the Condominium as may be reasonable to enable the development and sale of the Condominium Project, as it may be expanded. Each Exempt Entity shall pay the cost related to its use as described above and restore the facilities maintained by it as described above to habitable status upon termination for such use.

ARTICLE XIV
ASSIGNMENT

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

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

DIVERSE REAL ESTATE LLC, a Michigan limited liability company

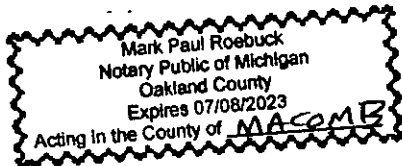
By: [Signature]

Name: ANTHONY LOMBARDI

Its: AUTHORIZED AGENT

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 28TH day of JULY, 2020, by ANTHONY LOMBARDI, the AUTHORIZED AGENT of Diverse Real Estate LLC, a Michigan limited liability company, on behalf of the limited liability company.



[Signature]
Notary Public
OAKLAND County, Michigan
My commission expires: 7/8/2023
Acting in MACOMB County, Michigan

[Signature Page to Master Deed of Windridge]

**CONSENT TO SUBMISSION OF REAL PROPERTY
TO CONDOMINIUM PROJECT**

MLS HOLDINGS LLC, a Michigan limited liability company ("MLS Holdings"), being the owner of the land described in Article II of this Master Deed of Windridge Estates (the "Land"), hereby (i) consents to the submission of the Land to the Condominium Project, (ii) subjects its interest in the Land to the Master Deed and all of the terms and conditions of the Master Deed, including, but not limited to, all easements reserved, granted or created in the Master Deed, and (iii) consents to the recordation of this Master Deed in the office of the Oakland County Register of Deeds.

The consent of MLS Holdings as set forth above is expressly conditioned upon and subject to the following:

(a) Until such time that Developer or any of its affiliates acquires fee simple title to the Land from MLS Holdings pursuant to that certain Land Contract by and between Developer and MLS Holdings (the "Land Contract"), Developer shall not have the right to grant any easements, modify, amend or otherwise change the Master Deed, or assign any of Developer's rights under the Master Deed without the prior written consent of MLS Holdings.

(b) In the event that the Land Contract is terminated prior to satisfaction in full by Developer pursuant to an uncured event of default thereunder by Developer, Developer shall execute and deliver to MLS Holdings an assignment of Developer's rights under the Master Deed as permitted by Article XIV thereof, or such assignment shall be deemed to have occurred upon termination of such Land Contract and issuance of a judgment of possession after land contract forfeiture or similar judgment.

(c) Developer shall indemnify, defend and hold MLS Holdings harmless from and against any and all liabilities, costs and expenses arising from a failure by Developer to perform its obligations in, or actions contrary to, subparagraphs (a) and (b) above.

(d) The obligations of Developer and the rights of MLS Holdings in subparagraphs (a), (b) and (c) above shall terminate automatically without the need for any further documentation upon the recording of a deed to the Land from MLS Holdings to Developer or any of its affiliates pursuant to the Land Contract.

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MLS HOLDINGS LLC, a Michigan limited liability company

By: *Marco Soave*

Name: Marco Soave

Its: Member

STATE OF MICHIGAN)
) ss.
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 30 day of July, 2020, by Marco Soave, the member of MLS Holdings LLC, a Michigan limited liability company, on behalf of the limited liability company.

Lori Ann Beatty

Oakland Notary Public
County, Michigan
My commission expires: Oct 8, 2022
Acting in Oakland County, Michigan

PREPARED BY AND WHEN RECORDED RETURN TO:

Brandon J. Muller
Clark Hill PLC
151 S. Old Woodward Avenue, Suite 200
Birmingham, Michigan 48009

LORI ANN BEATTY
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 8, 2022
ACTING IN COUNTY OF Oakland

WINDRIDGE ESTATES

EXHIBIT A

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

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

ARTICLE II

ASSESSMENTS

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

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

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

(a) Annual Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for major repairs and replacements of those Common Elements which the Association is responsible for repairing and replacing under the Master Deed shall be established in the budget and must be funded by regular payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. The minimum standard required by this subsection may prove to be inadequate for a particular project. The Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide repairs or replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding Five Thousand Dollars (\$5,000.00) annually for the entire Condominium Project, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without a Co-owner's consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof regarding the Association's responsibilities for repair and maintenance. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding Five Thousand Dollars (\$5,000.00) for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Board of Directors, and not including any Litigation Special Assessment (as hereinafter defined), which must be approved by at least two-thirds (2/3rds) in number and in value of all Co-owners) shall not be levied without the prior approval of more than sixty percent (60%) of all Co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the

benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the Percentage of Value allocated to each Unit in Article VI of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in monthly, quarterly, semi-annual or annual installments in the discretion of the Board of Directors, subject to Section 8 below, commencing with such Co-owner's acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late fee of Twenty-Five Dollars (\$25.00) per month shall be imposed on each assessment or installment thereof which is in default for ten (10) or more days. In addition, each assessment or installment thereof in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of seven percent (7%) per annum until such assessment or installment thereof is paid in full. The Association may increase or assess such other reasonable automatic late charges or may, pursuant to Article XIX hereof, levy additional fines for late payment of assessments thereof as the Association deems necessary from time to time. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser who constitutes a Co-owner shall be so personally liable and such land contract seller shall not be personally liable for all such assessments or installments thereof levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of assessments or installments thereof in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges, late fees and fines for late payment on such assessments or installments thereof; and third, to assessments or installments thereof in default in order of their due dates.

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 5. Liens. Sums assessed to a Co-owner by the Association that are unpaid, together with interest on such sums, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees, and fines in accordance with the Condominium Documents, constitute a lien upon the Unit or Units in the Condominium Project owned by the Co-owner at the time of the assessment before all other liens except tax liens on the Unit in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record, except that past due assessments that are evidenced by a notice of lien, recorded as set forth in Section 6 below, have priority over a first mortgage recorded subsequent to recording of the notice of lien. The lien upon each Unit owned by the Co-owner shall be in

the amount assessed against the Unit, plus a proportionate share of the total of all other unpaid assessments attributable to Units no longer owned by the Co-owner but which became due while the Co-owner had title to the Units.

Section 6. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. An action for money damages and foreclosure may be combined in one action. An action to recover money judgments for unpaid assessments may be maintained without foreclosing or waiving the lien. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him, and may be empowered to take possession of the Unit if not occupied by the Co-owner and to lease the Unit and to collect and apply the rental therefrom. The Association may also assess fines for late payment or nonpayment of assessments in accordance with the provisions of Article XIX of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions, provided, however, that notwithstanding the foregoing, the Association shall be entitled to reasonable interest, expenses, costs and attorney's fees for foreclosure by advertisement or judicial action. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale and acquire, hold, lease, mortgage or sell the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of any such lease, mortgage or sale in accordance with the priorities established by applicable law. The redemption period for foreclosure is six months from the date of sale unless the Unit is abandoned, in which event the redemption period is one month from the date of sale. The Co-owner of a Unit subject to foreclosure, and any purchaser, grantee, successor, or assignee of such Co-owner's interest in the Unit, is liable for assessments by the Association chargeable to the Unit that become due before expiration of the period of

redemption, together with interest, advances made by the Association for taxes or other liens to protect the Association's lien, costs and attorney fees incurred in their collection.

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

(d) Notice of Lien. The Association may not commence proceedings to foreclose a lien for unpaid assessments without recording and serving a notice of lien in the following manner:

(1) The notice of lien shall set forth the legal description of the Unit or Units to which the lien attaches, the name of the Co-owner of record thereof, the amount due the Association as of the date of notice, exclusive of interest, costs, attorney's fees and future assessments.

(2) The notice of lien shall be in recordable form, executed by an authorized representative of the Association, and may contain such other information as the Association deems appropriate.

(3) The notice of lien shall be recorded in the office of the Oakland County Register of Deeds and shall be served upon the delinquent Co-owner by first class mail, postage prepaid, addressed to the last known address of the Co-owner at least ten (10) days in advance of the commencement of the foreclosure proceedings.

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

Section 7. Liability of Mortgagee. Notwithstanding any of the provisions of the Condominium Documents, if the holder of any first mortgage covering, or other purchaser of, any Unit in the Condominium Project obtains title to the Unit as a result of foreclosure of the first mortgage, such person, and its heirs, representatives, successors and assigns, are not liable for the assessments chargeable to such Unit which became due prior to the acquisition of title to the Unit by such person.

Section 8. Exempt Entity's Responsibility for Assessments. Neither Developer nor any other Exempt Entity shall be responsible at any time for the payment of Association

assessments, except with respect to Units owned by such Exempt Entity which contain a completed and occupied residential dwelling. A residential dwelling is complete when it has received a certificate of occupancy from the Township and a residential dwelling is occupied if it is occupied as a residence. Model and "spec" homes shall not constitute completed and occupied dwellings. In addition, in the event an Exempt Entity 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 such Exempt Entity shall not be liable for any assessments levied up to and including the date, if any, upon which such Exempt Entity actually retakes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. However, each Exempt Entity shall at all times pay expenses of maintaining the Units that it owns, together with a proportionate share of all current maintenance expenses actually incurred by the Association from time to time (excluding reserves) for street maintenance and snow removal only, but in any event excluding management fees and expenses related to the maintenance, repair and use of Units in the Project that are not owned by such Exempt Entity. For purposes of the foregoing sentence, an Exempt Entity's proportionate share of such expenses shall be based upon the ratio of all Units owned by such Exempt Entity at the time the expense is incurred (excluding Units that were sold on land contract and as to which such Exempt Entity has not retaken possession ("Land Contract Units")) to the total number of Units in the Project. In no event shall an Exempt Entity be responsible for assessments for deferred maintenance, reserves for replacements, capital improvements or other special assessments, except with respect to non-Land Contract Units that are owned by such Exempt Entity which contain completed and occupied residential dwellings. Any assessments levied by the Association against an Exempt Entity for other purposes, without such Exempt Entity's prior written consent, shall be void and of no effect. In addition, an Exempt Entity shall not be liable for any assessment levied in whole or in part to purchase any Unit from an Exempt Entity or to finance any litigation or claims against an Exempt Entity, any cost of investigating or preparing such litigation or claim or any similar or related costs.

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

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

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

Section 12. Statement as to Unpaid Assessments. The purchaser or grantee of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special, interest, late charges, fines, costs and attorney fees thereon. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser or grantee holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments and related charges as may exist or a statement that none exist, which statement shall be binding upon the

Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser or grantee to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments, together with interest, costs, fines, late charges and attorney fees incurred in the collection of such assessments, and the lien securing the same fully enforceable against such purchaser or grantee and the Unit itself, to the extent provided by the Act.

Section 13. Payment of Unpaid Assessments at Time of Sale. Upon the sale or conveyance of a Unit, all unpaid assessments, interest, late charges, fines, costs and attorneys' fees against such Unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan, or any subdivision thereof, or any municipality for taxes and special assessments due and unpaid on the Unit and (b) payments due under a first mortgage having priority thereto.

Section 14. Foreclosure of First Mortgage. The Mortgagee of a first mortgage of record of a Unit shall give notice to the Association of the commencement of foreclosure of the first mortgage by advertisement by serving a copy of the published notice of foreclosure sale required by statute upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address as shown on the records of the Michigan Department of Licensing and Regulatory Affairs, Corporations, Securities & Commercial Licensing Bureau, or to the address the Association provides to the Mortgagee, if any, in those cases where the address is not registered, within ten days after the first publication of the notice. The Mortgagee of a first mortgage of record of a Unit shall give notice to the Association of intent to commence foreclosure of the first mortgage by judicial action by serving a notice setting forth the names of the mortgagors, the Mortgagee, and the foreclosing assignee of a recorded assignment of the mortgage; the date of the mortgage and the date the mortgage was recorded; the amount claimed to be due on the mortgage on the date of the notice; and a description of the mortgaged premises that substantially conforms with the description contained in the mortgage, upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address as shown on the records of the Michigan Department of Licensing and Regulatory Affairs, Corporations, Securities & Commercial Licensing Bureau, or to the address the Association provides to the Mortgagee, if any, in those cases where the address is not registered, not less than ten days before commencement of the judicial action. Failure of the Mortgagee to provide notice as required by this Section shall only provide the Association with legal recourse and will not, in any event, invalidate any foreclosure proceeding between the Mortgagee and mortgagor.

ARTICLE III ARBITRATION

Section 1. Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners or between Co-owners and the Association shall, 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 in the State of Michigan may be rendered upon any award pursuant to such

arbitration) and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. At the exclusive option of the Association, a contract to settle by arbitration shall be executed by Developer with respect to any claim that might be the subject of a civil action against Developer, which claim arises out of or relates to the Common Elements of the Condominium Project if the amount of the claim is Ten Thousand Dollars (\$10,000.00) or less. At the exclusive option of a Co-owner, any claim which might be the subject of a civil action against Developer which involves an amount less than Two Thousand Five Hundred Dollars (\$2,500.00) and arises out of or relates to a Co-owner's Unit or the Project, shall be settled by binding arbitration. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

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

Section 3. Election of Remedies. The election and written consent by parties pursuant to Section 1 above to submit any dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV INSURANCE

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

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

(b) Insurance of Common Elements. All Common Elements shall be insured against fire (if appropriate) and other perils covered by a standard extended coverage endorsement, if applicable and appropriate, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

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

(d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Co-owners and their Mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of damaged portions of the Condominium shall be required as provided in Article V of these Bylaws, the insurance proceeds received by the Association as a result of any loss requiring repair or reconstruction shall be applied to such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

(e) Insurance Certificates. Certificates of insurance maintained by the Association shall be issued to each Co-owner and Mortgagee upon request.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner appoints the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project and the General Common Elements appurtenant thereto, with such insurer as may, from time to time, provide such insurance for the Condominium Project. The Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective Mortgagees, as their interests may appear (subject to limiting or defining provisions of the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of the Association and any of its Co-owners as shall be necessary or convenient to accomplish the foregoing.

Section 3. Insurance Responsibilities of Co-owners. Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the buildings and all other improvements constructed or to be constructed within the perimeter of his Unit (other than Common Elements) and for his personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the boundaries of his Unit and the improvements located therein (naming the Association and Developer as additional insureds thereunder), and also for any other personal insurance coverage that the Co-owner wishes to carry. The liability insurance described in this Section 3 shall be carried in such minimum amounts as may be specified by Developer (and thereafter by the Association).

Each Co-owner shall, upon receipt of a request from Developer or the Association, promptly deliver certificates of such insurance to Developer or the Association as applicable. If a Co-owner fails to obtain any such insurance (which may be assumed to be the case if the Co-owner fails to timely provide evidence thereof to the Association), the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor (if not reimbursed by the

Co-owner on demand) shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof.

The Association shall under no circumstance have any obligation to obtain any of the insurance coverage described in this Section 3 or incur any liability to any person for failure to do so. The Association may elect, however, through its Board of Directors, to undertake the responsibility for obtaining the insurance described in this Section 3, or any portion thereof, exclusive of insurance covering the contents located within a Co-owner's Residence, and the cost of the insurance shall be included as an expense item in the Association budget. All Co-owners shall be notified of the Board's election to obtain the insurance at least sixty (60) days prior to its effective date which notification shall include a description of the coverage and the name and address of the insurer. Each Co-owner shall also be provided a certificate of insurance as soon as it is available from the insurer. Co-owners may obtain supplementary insurance but in no event shall any such insurance coverage undertaken by a Co-owner permit a Co-owner to withhold payment of the share of the Association assessment that relates to the equivalent insurance carried by the Association. The Association also shall not reimburse Co-owners for the cost of premiums resulting from the early cancellation of an insurance policy. To the extent a Co-owner does or permits anything to be done or kept within his Unit that will increase the rate of insurance each Co-owner shall pay to the Association, the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition shall be charged to the Co-owner responsible for such activity or condition.

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

Section 5. Additional Insurance. The Association may, as an expense of administration, purchase an umbrella insurance policy which covers any risk required hereunder which was not covered due to lapse or failure to procure.

Section 6. Modifications to Insurance Requirements and Criteria. The Board of Directors of the Association may, with the consent of thirty-three and one-third percent (33-1/3%) of the Co-owners, revise the types, amounts, provisions, specifications and other provisions of this Article IV, except where prohibited by the Act.

ARTICLE V RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of the Condominium Premises shall be damaged as a result of fire, vandalism, weather or other natural or person caused phenomenon or casualty, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

- (a) General Common Elements. Except as otherwise provided in the Master Declaration, if the damaged property is (i) a General Common Element or (ii) other

improvement (including landscaping) that the Association is responsible for maintaining under the Master Deed, the damaged property shall be rebuilt or repaired by the Association unless all of the Co-owners and all of the institutional holders of mortgages on any Unit in the Project unanimously agree to the contrary.

(b) Unit or Improvements Thereon. If the damaged property is a Unit or any improvements thereon (other than General Common Elements or other improvements that the Association is responsible for maintaining under the Master Deed) or an appurtenant Limited Common Element, the Co-owner of the affected Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any Mortgagee or other person or entity having an interest in such property, and such Co-owner shall be responsible for any reconstruction or repair that he elects to make. The Co-owner shall in any event remove all debris and restore his Unit and the improvements thereon (other than General Common Elements or other improvements that the Association is responsible for maintaining under the Master Deed) and the appurtenant Limited Common Elements to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of Article VI hereof as soon as reasonably possible following the occurrence of the damage. In the event that a Co-owner has failed to repair, restore, demolish or remove the improvements on the Co-owner's Unit (other than General Common Elements or other improvements that the Association is responsible for maintaining under the Master Deed) or an appurtenant Limited Common Element under this Section, the Association shall have the right (but not the obligation) to undertake reasonable repair, restoration, demolition or removal and shall have the right to place a lien on the affected Unit for the amounts expended by the Association for that purpose which may be foreclosed as provided for in these Bylaws.

Section 2. Repair in Accordance with Master Deed. Reconstruction or repair shall be substantially in accordance with the Master Deed, the Condominium Subdivision Plan attached thereto as **Exhibit B** and the original plans and specifications for any damaged improvements located within the Unit or damaged appurtenant Limited Common Elements unless the Co-owners shall unanimously decide otherwise.

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

Section 4. Timely Reconstruction and Repair. If damage to the General Common Elements adversely affects the appearance of the Project, the Association shall proceed with replacement of the damaged property without delay.

Section 5. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

(a) Taking of Unit or Improvements Thereon. In the event of any taking of all or any portion of a Unit or any improvements thereon (other than General Common Elements) or any Limited Common Elements appurtenant thereto by eminent domain, the award for such taking shall be paid to the Co-owner of the affected Unit and the Mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his Mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Condominium Project.

(b) Taking of General Common Elements. Except as otherwise provided in the Master Declaration, if there is any taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their Mortgagees in proportion to their respective interests in the General Common Elements and the affirmative vote of more than 50% of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) Continuation of Condominium After Taking. In the event the Condominium Project continues after 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 shall have been taken, then Article VI of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the Percentages of Value of the remaining Units based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

(d) Notification of Mortgagees. In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

(e) Applicability of the Act. To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

Section 6. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of First Mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

Section 7. Notification of FHLMC, FNMA, Etc. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), Federal

National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), the Michigan State Housing Development Authority ("MSHDA"), or insured by the Veterans Administration ("VA"), Department of Housing and Urban Development ("HUD"), Federal Housing Association ("FHA") or any private or public mortgage insurance program, then the Association shall give the aforementioned parties written notice, at such address as they may from time to time direct, of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand Dollars (\$10,000.00) in amount or damage to a Condominium Unit or dwelling covered by a mortgage purchased, held or insured by them.

ARTICLE VI ARCHITECTURAL AND BUILDING AND USE RESTRICTIONS

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

Section 1. Architectural Standards. All improvements made in any Unit or outside the boundaries of a Unit, including, without limitation, landscaping, construction of a Residence or Structure (such as a deck), and the use and occupancy thereof, shall comply fully with this Article VI. In addition to all of the other restrictions and requirements of this Article VI, in no event may an Owner, other than an Exempt Entity or any successor to or assignee of any of the rights of Developer under this Master Deed, construct any Structure or other improvements outside the boundaries of a Unit. Developer intends by these restrictions to create and perpetuate a private, residential condominium community.

Section 2. Review Procedures and Submission Requirements.

(a) Developer hereby reserves to itself (and, to the Association, acting through its Architectural Control Committee, as more fully set forth below), the right to approve, disapprove and otherwise pass upon the design, appearance, construction or other attributes of any Structure or Residence proposed to be erected or maintained within a Unit or the Project, and no Structure or Residence shall be permitted or allowed to be constructed or erected within a Unit or the Project unless the same has received, in writing, the approval of Developer (or the Association, acting through its Architectural Control Committee, as more fully set forth below), pursuant to the terms and conditions of this Article VI. In addition to the approvals required by and the other restrictions contained in this Article VI, all Structures and Residences erected or maintained within a Unit or the Project shall comply with all of the requirements of the Township imposed as part of its site plan approval(s) for the Project.

(b) If a Structure or Residence to be built within a Unit or the Project is not to be constructed by an Exempt Entity or an affiliate thereof, then before construction of any such improvements are made, plans and specifications prepared and sealed by a licensed Michigan architect, including grading, site, landscaping and irrigation plans, showing the nature, size, shape, elevations, height, materials, color scheme, and location of all improvements, together with a construction schedule for the completion of such Structure or Residence, shall be submitted to and approved in writing by Developer (or the Architectural Control Committee, as the case may be). Developer's approval in writing of the plans and specifications must be obtained before construction of any Structure or Residence may be commenced. If a Structure or

any aspect or feature thereof is not in strict conformity with the requirements or restrictions set forth in this Article VI, any such nonconformity shall be permitted only if it is specifically mentioned as such in the submissions to Developer, and Developer specifically approves or waives the same, in writing.

(c) No alteration, modification, substitution or other variance from the designs, plans, specifications and other submission matters which have been approved by Developer (including but not limited to any alteration, modification or addition to any Residence or Structure previously installed or constructed other than interior alterations to a Residence or other building) shall be permitted within any Unit or elsewhere in the Project unless the Owner thereof obtains Developer's written approval for such variation. Developer's approval of any variance must be obtained irrespective of the fact that the need for the variance arises for reasons beyond the Owner's control (e.g., material shortages or the like). If a variance is required from the Township, or any other governmental agency or department, it will be the Owner's responsibility to seek and obtain such variance.

(d) No agent, employee, consultant, attorney or other representative or adviser of or to Developer shall have any liability with respect to decisions made, actions taken or opinions rendered relative to matters submitted to Developer hereunder.

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

(f) Notwithstanding anything to the contrary contained in this Section 2, the provisions of subsections (a), (b) and (c) of this Section shall not apply to any Structure, Residence or other improvements constructed or installed within, or made to, a Unit by any Exempt Entity.

Section 3. Building and Use Restrictions. The following rules, regulations, restrictions and requirements shall apply to each and every Unit, and no Structure shall be erected, constructed or maintained on any Unit or elsewhere in the Project which is in contravention of such rules, regulations, restrictions and requirements, except to the extent any non-conformity has been waived by Developer pursuant to Section 6 of this Article VI.

(a) Each one-story Residence must contain at least 2,000 square feet, and each multi-story Residence must contain at least 2,400 square feet, of finished living area as calculated on exterior dimensions, exclusive of porches, patios, garages, basements, decks and balconies. Each Residence must include an attached, side entry garage providing space for not less than two (2) automobiles. Garage doors shall be either panelized steel, panelized aluminum or wood. Carports are specifically prohibited. No Residence may exceed 30 feet in height, measured from the established grade of the Unit within such Residence is located to the average height between the eaves and ridge of the roof of the Residence.

(b) Old and/or preexisting buildings may not be moved onto any Unit and no used materials except reclaimed brick may be used in construction and used materials may be

used in the interior of a building. The materials used on the exterior of a Residence shall consist of any of the following materials:

- (i) Siding: vinyl, Hardiplank© or similar siding.
- (ii) Front elevation, excluding windows, shall be brick or stone; on side and rear elevations, brick shall be provided up to the bottom of the first floor windows.
- (iii) Windows: wood, vinyl clad wood, or vinyl.
- (iv) Aluminum gutters, downspouts and flashing are permitted.
- (v) Trim: Wood, aluminum clad wood, or composite material.

Texture 1-11 and aluminum siding are prohibited. Block, modular and manufactured housing is prohibited. Residences constructed of factory-built walls that are delivered to a Unit in sections are permitted. Roof materials shall be at least 25-year 3-tab asphalt shingle or better. No single level flat roofs are permitted on the main body of any Residence or other Structure except that flat roofs may be installed for Florida rooms, porches or patios if they are architecturally compatible with the Residence. Neutral colors, earth tones, or white pastels shall be used as the predominant colors for the exterior of Residences.

(c) Except as otherwise provided below, no Residence, building or other Structure shall be placed, erected, installed or located on any Unit nearer to the front, side or rear Unit line than the distances set forth below or within the wetlands and twenty-five foot wetlands buffer area identified in the Plan:

- (i) The minimum front yard setback is thirty-five (35) feet.
- (ii) The minimum rear yard setback is thirty-five (35) feet, except that a deck, patio (covered and uncovered) and/or in-ground swimming pool may encroach to within ten (10) feet of the rear boundary line of a Unit except for Units 16-23, 25, 41, 45, 48, 62, 67, 78, 81-85 and 100-102.
- (iii) The minimum side yard setback is five (5) feet from one side and twenty-five (25) feet from the other side, and the minimum distance between Residences is thirty (30) feet.

(d) Upon the completion of a Residence within any Unit, the Owner thereof shall, subject to all applicable municipal ordinances, cause the Unit to be finish graded and sodded and suitably landscaped, including irrigation, as soon after completion as weather permits. All landscaping in the Project shall be of an aesthetically pleasing nature and shall be well maintained at all times. Notwithstanding anything to the contrary herein, basic landscaping, including finish grading, irrigation and the laying of sod or, if approved by Developer, seeding or hydroseeding, must be completed within ninety (90) days of the later of the closing on the Unit and Township approval of the final grade of the Unit, weather permitting, and if weather does not so permit, then as soon as thereafter as weather permits and otherwise conform to plans prepared by the Owner and approved by Developer, but in no event shall such basic landscaping

be required to be completed earlier than July 15th of a year if the closing on the Unit occurred during the period commencing on November 1st of the immediately preceding calendar year and ending April 15th of the year in question. Notwithstanding the foregoing, if the Unit is finish graded and sodded, then basic landscaping must be completed within ninety (90) days of the later of (i) the completion of finish grading and sod installation or, if approved by Developer, seeding or hydroseeding and (ii) the closing on the Unit, weather permitting, and if weather does not so permit, then as soon thereafter as weather permits and otherwise conform to plans prepared by the Owner and approved by Developer, but in no event shall such basic landscaping be required to be completed earlier than July 15th of a year if the closing on the Unit occurred during the period commencing on November 1st of the immediately preceding calendar year and ending April 15th of the year in question. Use of seed and hydroseed is expressly prohibited unless approved by Developer.

(e) Only two (2) domesticated dogs, two (2) domesticated cats, or one (1) domesticated dog and one (1) domesticated cat shall be kept or maintained within any Unit. No other types of animals or fowl shall be kept or maintained within any Unit, and household pets shall be confined to the Unit, unless accompanied by the Owner or a responsible person and appropriately restrained. Any pets kept in the Project shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. Pets causing a nuisance or destruction shall be restrained or removed from the Project. No savage or dangerous animal shall be kept. Each Owner shall be responsible for collection and proper disposition of all fecal matter deposited by any pet maintained by such Owner, which collection shall be done immediately in the case of fecal matter deposited in the Common Elements and promptly in the case of fecal matter deposited within the Unit. No dog or other pet which barks or otherwise makes objectionable noise and can be heard on a frequent or continuing basis shall be kept in any Unit or in the Common Elements. All pets will be kept in strict accordance with all local laws and ordinances. Any person who causes or permits an animal to be brought or kept in the Project shall indemnify the Association and hold it harmless from any loss, damage or liability which the Association may sustain as a result of the presence of such animal within the Project. The Association may require that any pets be registered with it.

(f) No deck, patio, paved area, wall or hedge of any kind shall be erected or maintained within any Unit without the prior written approval of Developer. No paved area (other than (i) driveways, walkways and sidewalks and (ii) brick pavers or concrete not exceeding two (2) feet in width that abut either side of a driveway), wall or hedge shall be located nearer to any front Unit boundary line than is permitted for Residences under paragraph (c) above and any deck or patio shall be located in the rear yard of the Unit. No deck, patio, paved area, wall or hedge shall be maintained or erected which blocks or hinders vision at street intersections.

(g) No fencing of any type is allowed within any Unit, except for a fence which is (i) four feet (4') in height, (ii) decorative aluminum or wrought iron style, (iii) black in color, (iv) approved by Developer in writing, and (v) in compliance with the Township's ordinance requirements. In no event may any fence be located nearer to any front Unit boundary line than the horizontal midpoints, each measured separately, of the exterior side walls of the Residence. Notwithstanding the foregoing, if the Residence has a garage service door opening to the side yard area of the Unit, the fence can be installed not more than five (5) feet nearer the

front Unit boundary than the forward limits of such service door. In addition, if a sidewalk is located within the side yard of a corner Unit, no fence installed within such corner Unit may be located closer than two (2) feet to such sidewalk. An Owner shall also obtain such permits and other approvals as may be required for such fencing by the Township. Nothing contained in the foregoing shall prohibit the installation of so-called "invisible" fencing which is installed underground provided the plans therefor are approved by Developer in writing.

(h) Any swimming pool shall be of a permanent nature and in-ground. In addition, the size, configuration, location, exterior appearance and all other aspects of any swimming pools shall be subject to Developer's prior written approval and shall conform to all Township ordinances. All mechanical equipment related to a swimming pool must be located in the rear yard of the Unit, may not extend past the side of the Residence, and must be fully screened. Notwithstanding the foregoing, a portable kiddie pool, not exceeding one foot in height and eight feet in diameter, may be placed or maintained within a Unit without Developer's prior written approval.

(i) No tent, shack, shed, barn, tree house or other similar outbuilding or structure shall be placed in any Unit at any time, either temporarily or permanently. Notwithstanding the foregoing, camping out in a tent that is erected in the rear yard of a Unit is permitted provided that such activity is on a temporary, infrequent basis and does not become or constitute a nuisance or unreasonable source of annoyance to the occupants of other Units.

(j) Trailers (camping, house, boat, jet ski, snowmobile or otherwise), trucks, aircraft, commercial vehicles, inoperative vehicles, boats, mobile homes, campers, jet skis, snowmobiles or other recreational vehicles or other vehicles except motorcycles, passenger cars, passenger vans, pick-up trucks and sport utility vehicles shall not be parked or maintained within any Unit unless in a suitable private garage with the garage door closed and which garage is built in accordance with the restrictions set forth herein, nor shall any of the same be parked upon any street or road within the Project except for commercial vehicles when present on business and then only for a limited period of time reasonably necessary to conduct the business. Notwithstanding the foregoing, the Owners of a Unit may park a boat or snowmobile trailer, camper, camping trailer or recreational vehicle (ATV) in the driveway of their Unit for occasional periods of no longer than seventy-two (72) hours (or such longer period of time as may be approved in writing by the Association Board of Directors) to permit the loading or unloading or cleaning or pre- or post-use maintenance of such vehicles; provided that the Board of Directors shall have the right to adopt further rules regulating this matter to the extent deemed necessary by the Board. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles or other machinery or equipment will be permitted within a Unit outside of a Residence except in a garage with the garage door closed. Notwithstanding anything to the contrary contained herein, the provisions of this paragraph shall not apply to any Exempt Entity or to any builder which Developer may designate during the Development and Sales Period or during such periods as any Residence may be used for model or display purposes.

(k) It shall be the sole responsibility of each Owner to take all steps necessary to prevent his Unit and any Residence or Structure located therein (other than any Structure which the Association is responsible for maintaining under the Master Deed) and appurtenant limited Common Elements or General Common Elements which such Co-owner is responsible

for maintaining under the Master Deed from becoming unsightly or unkempt or from falling into a state of disrepair so as to decrease the beauty of the Project. In furtherance thereof, each Owner will keep all shrubs, trees, grass and plantings of every kind within his Unit or that such Owner is otherwise responsible for maintaining under the Master Deed pruned, free of trash and other unsightly material (including excessive or tall weeds). No lawn ornaments, sculptures or statues shall be placed or permitted to remain within any Unit unless such item is placed within the rear yard of a Unit. Each Owner shall promptly remove any trees that die or become seriously diseased thereafter. All Owners should be aware that the Township may have ordinances which require the Township's approval before any trees can be removed from the Unit. In no event may any tree of more than six (6) inch caliper be removed from any Unit or Common Element without the written consent of Developer.

(l) No noxious or offensive activity, including, but not limited to, unreasonable smells, noise or aesthetics, shall be carried on within any Unit or the Common Elements, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the occupants or Owners of Units. There shall not be maintained any animal or device or thing of any sort whose normal activities or existence is in any way noxious, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of Units or the Common Elements. The Board of Directors of the Association shall be the final arbiter of whether a particular animal, device, or thing is in violation of the foregoing restrictions. Notwithstanding anything to the contrary contained herein, the provisions of this paragraph shall not apply to any Exempt Entity or to any builder which Developer may designate during the Development and Sales Period or during such periods as any Residence may be used for model or display purposes. No laundry, clothes or other items shall be hung or left outside for drying or airing. No above-ground, in-ground or underground exterior fuel tank may be placed within a Unit.

(m) All driveways, approaches and sidewalks shall be paved with concrete and/or brick pavers approved by Developer and shall be completed prior to occupancy, except to the extent prohibited by strikes or weather conditions, in which case the paving shall be completed within a reasonable time after the termination of the strike or adverse weather, as determined by the Developer. Each Owner shall place six (6) inches of concrete in the road right-of-way for driveway approaches from the edge of the paved road, provided that Developer may waive this requirement due to unavailability or excessive costs of materials if such waiver would not otherwise violate applicable law.

(n) Each of the Developer and the Association shall have the right to enter upon any Unit for the purpose of mowing, removing, clearing, cutting or pruning any underbrush, weeds or other unsightly or inappropriate growth which, in the sole discretion of Developer or the Association, detracts from the overall beauty, setting or safety of the Project; provided that Developer or Association shall provide the Owner of the Unit with reasonable notice of its intended action. The Owner of the Unit shall be obligated to reimburse Developer or the Association, whichever is applicable, for the cost of any such activities. Such entrance or other action as aforesaid shall not be deemed a trespass. Developer and the Association likewise may enter within a Unit to remove any trash or debris which has collected or accumulated within such Unit, at the Owner's expense, and without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as imposing any obligation on

Developer or the Association to mow, clear, cut or prune any Unit, or to provide garbage or trash removal services and any charge imposed upon a Owner pursuant to this provision shall become a lien upon the Owner's Unit. The Association may, at its option, from time to time, enter into a contract with a third party to provide garbage and trash removal services for all of the Units.

(o) The grade of any Unit may not be changed from the grading plan approved by the Township (which grading plan may be subsequently amended from time to time as conditions require), without the written consent of the Board of Directors and any governmental authority having jurisdiction. It shall be the responsibility of each Owner to maintain the surface drainage grades of the Owner's Unit as established by the builder or contractor that builds the Residence on the Unit. Additionally, each Owner covenants not to change the surface grade of the Owner's Unit in a manner which will materially increase or decrease the storm water flowing onto or off of that Owner's Unit or block, pond or obstruct surface water. In addition, each Owner shall maintain the swales and/or drainage ditches located within his Unit, including but not limited to the removal of debris and other obstructions, so as not to block, pond or obstruct surface water. The Association shall enforce these covenants and may enter upon any of the Units to correct any violation of any of these covenants and shall charge the costs of the correction to the Owner, and such costs shall be a lien upon the Unit.

(p) No external air conditioning unit shall be placed in or attached to a window or wall of any Structure. A compressor or other component of an air conditioning system, heat pump or similar system may be located within a Unit at a location meeting the Township's ordinance requirements, if any, and otherwise located so as to minimize noise to adjacent Units.

(q) No basketball backboard or basket may be attached to a Residence. Ground-mounted basketball poles must be located at least thirty (30) feet from the road adjacent to the Unit and at least five (5) feet from the side boundary line of the Unit. No fluorescent or bright colors are permitted for either the pole or backboard. Portable basketball poles may be located within a Unit provided they satisfy the location and other requirements applicable to ground-mounted poles.

(r) All Residences shall be connected to the Township's water and sanitary sewer systems. No well or septic system shall be installed on any Unit or Common Elements.

(s) The use of any BB gun, firearm, air rifle, pellet gun, bow and arrow, slingshot or any other weapon of any kind is prohibited in the Project.

(t) No signs shall be erected or maintained within any Unit or the Common Elements except (i) with the written permission of Developer, (ii) as may be required by legal proceedings, (iii) property identification signs, subject to other provisions of this paragraph, (iv) an Owner may, after the expiration of the Development and Sales Period, erect within his Unit one sign of normal and usual size, shape and material advertising a Unit for sale or rent, but in no event may the sign exceed two (2) feet by three (3) feet in size, (v) an Owner may temporarily place one sign of normal and usual size, shape and material within such Owner's Unit advertising an "open house" of the Unit, provided that the sign does not in any event exceed two (2) feet by three (3) feet and the sign may only be displayed during actual open house hours, (vi) an Owner

may temporarily place one sign within such Owner's Unit advertising a "garage sale", provided that the sign does not exceed two (2) feet by three (3) feet in size and the sign may only be displayed during the actual garage sale hours, or (vii) political signs may be erected within a Unit by the Owner thereof advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs may not exceed two (2) feet by three (3) feet in size and will not be erected more than sixty (60) days in advance of the election or vote to which they pertain and are removed within fifteen (15) days after the election or vote. If permission is granted by Developer under subparagraph (i) above, Developer reserves the right to restrict size, color and content of such signs. All property identification signs, mailboxes, delivery receptacles, yard lights and the like shall be of a standard color, size and style determined by Developer and shall be erected only in areas designated by Developer. Nothing in these Bylaws shall prevent an Owner from displaying a single United States flag of a size not greater than three (3) feet by five (5) feet anywhere on the exterior of the Residence constructed within his Unit. No ground mounted flag pole may be installed within a Unit without the written approval of Developer, which approval may be withheld in Developer's sole discretion.

(u) No Owner shall install or erect any sort of antenna (including dish antennas) upon or over any Common Elements. Owners shall have the right to install within their Units (i) antennas designed to receive television broadcast signals, (ii) antennas measuring one meter (39.37 inches) or less in diameter or diagonally and designed to receive direct broadcast satellite services, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite, and (iii) antennas measuring one meter (39.37 inches) or less in diameter or diagonally used to receive video programming from multichannel multipoint distribution (wireless cable) providers, including multi-channel multipoint distribution services, instructional television fixed services and local multipoint distribution services; provided that any such antenna shall be installed behind the Residence constructed within the Unit in a location that is, to the maximum extent possible, shielded from view from the road while still permitting reception of an acceptable quality signal. If an acceptable quality signal cannot be obtained from a location at the rear of the Residence, the Owner shall submit to Developer for its approval, which approval may not be unreasonably withheld or delayed, an alternative location or locations for the installation of the antenna that will provide an acceptable quality signal. In no event shall an antenna permitted by this provision be installed in front of a Residence unless the Owner can demonstrate that an acceptable quality signal cannot be obtained from a location at the rear or side of the Residence. The Association shall have the right to impose rules requiring that any installed antenna be painted in a specified color so that the antenna blends into its surroundings. This provision applicable to antennas is intended to comply with applicable rules and regulations promulgated by the Federal Communications Commission (the "FCC Rules") and shall be automatically amended and revised to the extent required to remain in compliance with future modifications to the FCC Rules. Owners are urged to restrict the antenna installed upon their Unit to a dish design measuring not more than twenty-one (21) inches in diameter. The connecting cable or wires servicing the control device inside a Residence for any such antenna may not be routed along the exterior façade of the Residence; penetration of each cable or wire into a Residence shall be at the point of attachment of the antenna and all such cables and wires shall be routed within the interior of the Residence. Notwithstanding the foregoing, if an antenna is installed on a chimney or roof, the connecting cables or wires servicing the control device inside of the Unit for such antenna shall be routed along the exterior

facade of the building in a manner and at locations approved by Developer to a point of penetration approved by Developer. All antennae must be installed in accordance with the National Electric Code, including the requirement that all antennae be grounded, and all other applicable laws.

(v) The stockpiling and storage of building and landscaping materials, equipment and/or firewood shall not be permitted within any Unit or the Common Elements except if such materials, equipment and/or firewood are stored against the rear of the Residence and are used within a reasonable length of time, but in no event shall the storage of landscape material extend for a period of more than thirty (30) days. This provision shall not apply to any Exempt Entity or to any builder which Developer may designate during the Development and Sales Period.

(w) No Units or Common Elements shall be used or maintained as a dumping ground for rubbish or debris of any kind. Trash and other forms of waste shall not be kept within any Units or Common Elements except in closed sanitary containers properly concealed from public view, which containers shall not be stored outside except between dusk on the day before trash is collected and dusk of the day on which trash is collected.

(x) No Unit shall be used for other than single-family residential purposes. No business, trade, profession or commercial activity of any kind, including but not limited to breeding of animals for commercial purposes, shall be conducted within any Residence or otherwise within any Unit and no part of any Unit, Residence or Structure shall be used for any activity which is otherwise precluded by local municipal ordinance; provided, however, this prohibition shall not apply to (i) use of computers for maintaining personal and/or business record keeping, and (ii) participating in personal, business or professional telephone calls or correspondence in the Residence, but is meant to prohibit the stocking and selling of inventory, use of any Residence or Structure for meetings with customers, clients or employees in connection with the promotion of any business or the products or services of the business or as more particularly described in the local municipal ordinances governing such activities. Notwithstanding the foregoing, a Unit, including any Residence located therein, may be used for the operation of a children's day care facility, provided that any such facility is permitted under, and operated in accordance with, local municipal ordinance and other applicable law.

(y) All exterior lighting, including lamps, posts, and fixtures, for any Residence, garage or other structure or otherwise installed within the Project must receive prior written approval from Developer.

(z) Hot tubs, Jacuzzis and spas may be installed if permitted by the Township and Developer, in Developer's sole discretion. Any Owner intending to install or construct a hot tub, Jacuzzi or spa must submit to Developer a detailed description and proposed layout showing size, location, materials, shape, landscaping, fencing, screening, and the type of construction. If approved by Developer, any hot tub or Jacuzzi installed or constructed in or on a deck must have a suitable privacy enclosure made of materials that are the same as or similar to the decking materials, which privacy enclosure shall also be subject to the approval of Developer in its sole discretion. Developer shall have absolute discretion to approve or disapprove any proposal and may attach any conditions which it deems appropriate. Any approved hot tubs, Jacuzzis or spas

must be maintained by the Owners in a safe and clean condition and must also be maintained in appearance consistent with the standards of the Project.

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

(bb) The Common Elements shall not be obstructed in any way nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions or personal property may be left unattended on or about the Common Elements nor shall any Owner erect, place or maintain any ornament, sculpture, statue or improvement upon the Common Elements.

(cc) It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Owners in the Project. Reasonable rules and regulations consistent with this Master Deed concerning the use of Units and the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors), provided that no such rule or regulation or amendment thereto may be made or revoked during the Development and Sales Period without Developer's written consent. Copies of all such rules, regulations and amendments thereto shall be furnished to all Owners and to all other parties who are entitled to use the amenity or area affected by the rules, regulations or amendments thereto. Any such rule, regulation or amendment may, subject to Developer's written consent during the Development and Sales Period, be revoked at any time by the affirmative vote of two-thirds (2/3) of all Members entitled to vote.

(dd) Each Owner shall maintain his Unit and the improvements located therein (other than any improvements that the Association is responsible for maintaining under the Master Deed) and any Limited Common Elements appurtenant thereto or General Common Elements for which such Owner has maintenance responsibility in a safe, clean and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common Elements. Each Owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Owner shall bear the expense to the extent of the deductible amount). Each Owner shall indemnify the Association and all other Owners against such damages and costs, including attorneys' fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Owner in the manner provided in Article II hereof.

(ee) Developer hereby reserves the following rights:

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

(ii) The 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 Owners and all persons interested in the Project. If at any time, the Association fails or refuses to carry out its obligations under this Master Deed in a manner consistent with the maintenance of such high standards as interpreted by Developer, then Developer, or any person to whom it may assign this right, at its option, may elect to carry out such obligations and to charge the cost thereof to the Association as an expense of administration. During the Development and Sales Period, Developer shall have the right to enforce this Master Deed, which right of enforcement shall include, without limitation, an action to restrain the Association or any Owner from any activity prohibited by this Master Deed.

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

(gg) No auxiliary generator shall be visible from the road. Any such generator must have landscape screening installed within thirty (30) days of the installation of such generator. Such generator shall also be located so as to (i) cause minimal disturbance to occupants of adjacent Units, (ii) provide maximum ventilation, and (iii) not interfere with ventilation of adjacent Units.

(hh) Play equipment such as swings and jungle gyms may be installed within the rear yard of a Unit.

(ii) An awning may be installed over a deck or patio located within a Unit provided that (i) such awning is fully retractable, (ii) the color of the awning must match or blend with the color of the adjoining Residence, and (iii) such awning complies with all applicable laws.

(jj) No Unit may be divided, subdivided, the boundaries thereof relocated or changed, or otherwise split or combined with any other Unit except as provided in Article XII of the Master Deed.

(kk) (i) Except as otherwise provided below, a Co-owner may lease his Unit for the same purposes set forth in subsection (x) of this Article VI; provided that such lease shall be in writing and written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in (ii) 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 six (6) months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. Developer may lease any number of Units in the Condominium in its discretion.

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

(A) A Co-owner, including Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. A Co-owner shall also notify the Association when in fact a lease has been entered into.

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

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

(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 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 behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and

the Co-owner liable for any damages to the General Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

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

(1) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(2) Initiate proceedings pursuant to subparagraph (ii)(C)(3) above.

(II) Developer reserves the right to, prior to the expiration of the Development and Sales Period and without the consent of any Co-owner, Mortgagee or any other person interested or to become interested in the Project, create additional restrictions and/or to revise or eliminate restrictions in connection with the development of the Condominium Project by amending this Article VI and recording such amendment with the Oakland County Register of Deeds.

Section 4. Requirements, Restrictions and Regulations Relative to Construction Activities.

(a) Developer reserves the right to establish and enforce such rules and regulations relative to the performance of construction activities within the Project (whether or not in connection with the construction, repair or maintenance of a Residence or other Structure) as Developer determines to be appropriate in order to maintain the tranquility, appearance and desirability of the Project. Unless waived by Developer, in writing, the following rules, regulations, restrictions and requirements shall apply to any construction or site improvement activities within the Project, including landscaping, that may be carried out by any person, including any Owner or any contractor of an Owner (but excluding the Exempt Entities), throughout the duration of the Development and Sales Period; provided that the Association shall have the right to enforce similar rules after the Development and Sales Period:

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

(ii) Construction activities are prohibited between the hours of 8 p.m. and 7 a.m. on weekdays and Saturdays, and anytime on Sundays and holidays. The following days shall be considered holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

Section 5. Standard for Developer's Approvals; Exculpation from Liability. In reviewing and approving plans, drawings, specifications, submissions and other matters to be approved or waived by Developer under this Article VI, Developer intends to ensure that the Structures, Residences and other features embodied or reflected therein meet the requirements set forth in this Article VI; provided, however, Developer reserves the right to waive or modify such restrictions or requirements pursuant to Section 6 of this Article VI. In addition to ensuring that all Structures, Residences and other features comply with the requirements and restrictions of Section 3 of this Article VI, Developer (or the Architectural Control Committee after control thereof has been transferred by Developer) shall have the right to base its approval or disapproval of any plans, designs, specifications, submissions or other matters on such other factors, including completely aesthetic considerations, as Developer (or the Architectural Control Committee after control thereof has been transferred by Developer), deems appropriate, in its sole discretion. Developer or the Architectural Control Committee, as the case may be, shall be deemed to have the broadest discretion in determining what Residences, fences, walls, hedges or other Structures are appropriate. In no event shall either Developer (or the agents, offices, employees or consultants thereof), or any member of the Architectural Control Committee have any liability whatsoever to anyone for any act or omission contemplated herein, including, without limitation, the approval or disapproval of plans, drawings, specifications, elevations of the Residences, fences, walls, hedges or other Structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. In no event shall any party have the right to impose liability on or otherwise judicially contest Developer or other persons for any decision (or alleged failure to make a decision) relative to the approval or disapproval of a Structure or any aspect or other matter as to which Developer reserves the right to approve or waive under this Article VI. Developer's approval (or the Architectural Control Committee's approval, as the case may be) of a Structure or other matter shall not be construed as a representation or warranty that the Structure, Residence or other matter is properly designed or that it is in conformity with the ordinances or other requirements of the Township or any other governmental authority. Any obligation or duty to ascertain any such non-conformities, or to advise the Owner or any other person of the same (even if known) is hereby disclaimed.

Section 6. Developer's Right to Waive or Amend Restrictions and Regulations. Notwithstanding anything herein to the contrary, Developer reserves to itself, in its capacity as Developer (and to its successors and assigns to whom this right is assigned in writing, and the Architectural Control Committee, as the case may be), the right, in Developer's sole discretion, to approve any Structure, Residence or activity otherwise proscribed or prohibited hereunder, or to waive any rule, regulation, restriction or requirement provided for in this Article VI or elsewhere in the Condominium Documents. In no event, however, shall Developer be deemed to have waived or be estopped from asserting its right to require strict and full compliance with all of the rules, regulations, restrictions and requirements set forth herein, unless Developer indicates its intent and agreement to do so in writing, and, in the case of an approval of nonconforming Structures, the requirements of Section 2, paragraph (b) of this Article VI are met.

Section 7. Architectural Control Committee. Upon the later of: (i) the expiration of the Development and Sales Period; and (ii) the date when certificates of occupancy have been issued for Residences on one hundred percent (100%) of the Units in the Project (the "Transfer

Date"), or at such earlier time as Developer, in its sole discretion may elect, Developer will assign, transfer and delegate to an Architectural Control Committee all of Developer's rights to approve, waive or refuse to approve plans, specifications, drawings, elevations, submissions or other matters with respect to the construction or location of any Structure on any Unit or any other matter which Developer may approve or waive as provided in this Article VI. The assignment will automatically occur on the Transfer Date, and Developer shall have no further responsibilities with respect to such matters. The Architectural Control Committee shall be comprised of up to three (3) members to be appointed by the Board of Directors.

ARTICLE VII MORTGAGES, MORTGAGE INSURERS AND MORTGAGE GUARANTORS

Section 1. Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the Mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a Mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

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

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

Section 4. Applicability to Mortgage Insurers and Guarantors. Any of the rights in the Condominium Documents which are granted to First Mortgagees shall also be extended to insurers and guarantors of such mortgages, provided that they have given the Association notice of their interests. However, when voting rights are attributed to a Mortgagee, only one vote may be cast per mortgage as to the mortgage in question regardless of the number of Mortgagees, assignees, insurers and guarantors interested in the mortgage.

Section 5. Notification of Amendments and Other Matters. All holders of first mortgages and insurers and guarantors thereof who have requested notice, are entitled to timely written notice of: (a) any amendment affecting a Unit in which they have an interest, (b) any amendment effecting a change in the General Common Elements or Limited Common Element appurtenant to a Unit in which they have an interest, (c) a material change in the voting rights or use of a Unit in which they have an interest, (d) any proposed termination of the Condominium, (e) any condemnation or casualty loss which affects a material portion of the Condominium or a Unit in which they have an interest or (f) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

ARTICLE VIII VOTING

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

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

Section 3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

Section 4. Quorum. The presence in person or by proxy of thirty-five percent (35%) of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. If a properly scheduled meeting fails to meet the quorum requirements, the meeting can be rescheduled and the quorum for the rescheduled meeting shall be seventeen and one half percent (17.5%) of the Co-owners qualified to vote. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

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

Section 6. Majority. Except as otherwise provided in these Bylaws or the Master Deed, a majority of the votes cast by those qualified to vote in present in person or by proxy at a given meeting of the members of the Association constitutes the action of the members.

ARTICLE IX MEETINGS

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

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than fifty percent (50%) of the total number of Units that may be created in the Condominium have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-Developer Co-owners of seventy-five percent (75%) of the total number of Units that may be created in the Condominium or fifty-four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-owner.

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

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

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such

meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 6. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

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

Section 8. Action by Ballot. Any action which may be taken at a meeting of the members may be taken without a meeting by ballot of the members. Ballots shall be provided to each member in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such ballots shall (a) set forth each proposed action; (b) provide an opportunity for the members to approve or disapprove of each action; (c) specify the total number of members voting or votes cast needed to approve the action; and (d) specify the time by which a ballot must be received by the Association in order to be counted as a vote of the member. The time specified for returning ballots must not be less than twenty (20) days or more than ninety (90) days after the date the Association provides the ballot to the members. Except as otherwise provided in these Bylaws or the Master Deed, an action shall be considered approved by written ballot if (i) the total number of member votes cast in ballots received by the Association within the time specified in the ballot equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) the number of approvals equals or exceeds the number of votes which would be required to approve the action at a meeting at which the total number of votes cast by members was the same as the total number of votes cast by ballot.

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

Section 10. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any

such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the total number of Units which may be created in the Project, whichever first occurs, Developer shall cause to be established an Advisory Committee consisting of at least three (3) non-Developer Co-owners. The Committee shall be established and perpetuated in any manner Developer deems advisable except that if more than fifty percent (50%) of the non-Developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-Developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. Developer may remove and replace (at its discretion and at any time) any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of five (5) members, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for Directors appointed by Developer. Directors shall serve without compensation.

Section 2. Election of Directors.

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

(b) Appointment of Non-Developer Co-owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of twenty-five percent (25%) in number of the Units that may be created, one (1) of the five (5) Directors shall be elected by non-Developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of fifty percent (50%) in number of the Units that may be created, two (2) of the five (5) Directors shall be selected by non-Developer Co-owners. When the required number of conveyances has been reached, Developer shall notify the non-Developer Co-owners and request that they hold a meeting and elect the required Directors. Upon certification by the Co-owners to

Developer of the Directors so elected, Developer shall then immediately appoint such Directors to the Board to serve for a term that expires on the earlier of one (1) year after the date of election of such Directors and the date of the First Annual Meeting of members, unless any such Director is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated, and shall simultaneously remove from the Board one Director selected by the Developer. The non-Developer Co-owners shall, thereafter until such time as the First Annual Meeting is held and Directors are elected pursuant to subsection (c) below, hold meetings on an annual basis to elect and certify the Directors that the non-Developer Co-owners are entitled to elect pursuant to this subsection (b), each of which shall hold office for a term that expires on the earlier of one (1) year after the date of election of such Director and the First Annual Meeting of members.

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

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

(ii) Upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, if title to less than seventy-five percent (75%) of the Units that may be created has been conveyed, the non-Developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by Developer and for which all assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (b) or (c). 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 (b), 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 (c)(ii) 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 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 Developer to designate one (1) Director as provided in subsection (c)(i).

(iv) At the First Annual Meeting, three (3) Directors shall be elected for a term of two (2) years and two (2) Directors shall be elected for a term of one (1) year. At such meeting all nominees shall stand for election as one slate and the three (3) persons receiving the highest number of votes shall be elected for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either three (3) or two (2) Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office of each Director (except for the two (2) Directors elected at the First Annual Meeting whose term is one (1) year) shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting. Notwithstanding anything to the contrary contained herein, if, as of the date of the First Annual Meeting, Developer has the right to designate one or more of the Directors, such Developer seat or seats shall not be up for election by the non-Developer Co-owners but shall be designated by Developer, and Developer designated Director or Directors shall be deemed to be one, two or three, depending on how many Directors Developer has the right to designate, of the initial two (2) year term seats. When Developer no longer has the right to designate any Director (e.g., Developer no longer owns and offers for sale at least ten percent (10%) of the Units in the Project and less than ten percent (10%) of the Units remain that may be created), the Developer designated Director shall cease to serve and the remaining Directors shall appoint a non-Developer Co-owner to fill the position of the former Developer designated Director until the next annual meeting, at which time such Directorship seat shall be filled by election of the non-Developer Co-owners for a two (2) year term.

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

(d) Conveyance to a Residential Builder. For purposes of calculating the timing of events described in this Section 2, conveyance by Developer to a residential builder, even though not an affiliate of Developer, is not considered a sale to a non-Developer Co-owner until such time as the residential builder conveys that Unit with a completed Residence on it or until it contains a completed Residence which is occupied.

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

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

- (a) To manage and administer the affairs of and to maintain the Condominium Project and the General Common Elements thereof;
- (b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association;
- (c) To carry insurance and collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty, subject to all of the other applicable provisions of the Condominium Documents;
- (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 affirmative vote of seventy five percent (75%) of all of the Co-owners in number and in value;
- (h) To make rules and regulations in accordance with Article VI, Section 3, paragraph (cc) of these Bylaws;
- (i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board; and
- (j) To enforce the provisions of the Condominium Documents.

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association.

In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by Developer, sponsor or builder, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act. During the Development and Sales Period, the Board of Directors shall employ a professional management agent for the management of the Project unless the Developer otherwise agrees in writing to permit the Board to "self-manage" the Project.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that 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 members of the Association. Vacancies among non-Developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-Developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

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

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

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each given personally, by mail, telephone or

telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) Directors.

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

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

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

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

ARTICLE XII OFFICERS

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

(a) President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association

from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b) Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to 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 or her by the Board of Directors.

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

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

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

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

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

ARTICLE XIII SEAL

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

ARTICLE XIV FINANCES

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts affecting the Condominium Project and its administration, and which shall specify operating expenses of the Condominium Project, including but not limited to 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 normal business hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The financial statement for the Association's fiscal year shall be prepared within 90 days following the end of such fiscal year. Except as provided below, if the Association has annual revenues of greater than Twenty Thousand and 00/100 Dollars (\$20,000.00), then for each such year the books, records and financial statements of the Association shall be independently audited or reviewed by a certified public accountant. The audit or review shall be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American Institute of Certified Public Accountants. The Association may opt out of the requirements of the two immediately preceding sentences on an annual basis by an affirmative vote of a majority of the members of the Association. Any First Mortgagee and any other agency or corporation which has an interest or prospective interest in the Condominium shall be entitled to receive a copy of any such audited or reviewed financial statement within a reasonable time after the Association is provided with a written request therefor. The costs of any such audit or review and any accounting expenses shall be expenses of administration. The Association shall make available for inspection upon request, during normal business hours, to Co-owners and First Mortgagees, current copies of the Condominium Documents and the rules and regulations, if any, made pursuant to Article VI, Section 3(cc) of these Bylaws. The Association shall make available for inspection upon request, during normal business hours, to prospective purchasers of Units current copies of the Condominium Documents, the rules and regulations, if any, made pursuant to Article VI, Section 3(cc) of these Bylaws, and the most recently audited financial statement of the Association.

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

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

ARTICLE XV INDEMNIFICATION OF OFFICERS AND DIRECTORS

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

ARTICLE XVI COMPLIANCE

The Association and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the Project in any manner are subject to and shall comply with the Act, as amended, the Master Deed, these Bylaws, Laws and the rules and regulations of the Association, if any, promulgated pursuant to Section 3(cc) of Article VI of these Bylaws, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium 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 DEFINITIONS

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

ARTICLE XVIII REMEDIES FOR DEFAULT

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

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

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court.

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

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

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

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

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

ARTICLE XIX ASSESSMENT OF FINES

Section 1. General. The violation by any Co-owner, occupant or guest of any provisions of the Condominium Documents, including any duly adopted rules and regulations, shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium.

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

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

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

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

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

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

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

(b) Second Violation. A fine of Seventy-Five Dollars (\$75.00).

(c) Third Violation. A fine of One Hundred Dollars (\$100.00).

(d) Fourth Violation and Subsequent Violations. A fine of One Hundred and Fifty Dollars (\$150.00) for each violation.

The Association, acting through its Board of Directors, may increase or decrease the fine schedule set forth above by Board resolution after giving prior written notice to the Co-owners of the proposed change. The resolution and a proof of notice shall then be recorded in Oakland County Records and the new schedule shall be effective upon recording.

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

ARTICLE XX 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, except as otherwise provided in this Article XX, 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:

Section 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 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 experience of the Litigation Attorney in representing condominium and homeowners associations.
- (c) The Litigation Attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.
- (d) The Litigation Attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("Total Estimated Cost"). The Total Estimated Cost of the civil action shall include the Litigation Attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.
- (e) The Litigation Attorney's proposed written fee agreement.
- (f) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by Section 6 of this Article.

Section 3. Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, 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 the Litigation Attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives.

The independent expert opinion shall be sent to all Co-owners with the written notice of the Litigation Evaluation Meeting.

Section 4. Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the Litigation Attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained 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 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 at least two-thirds (2/3rds) 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.

Section 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 meeting) by at least two-thirds (2/3rds) 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 Article VI of the Master Deed and shall be collected from the Co-owners on a monthly basis. The total amount of the Litigation Special Assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

Section 7. Attorney's Written Report. During the course of any civil action authorized by the Co-owners pursuant to this Article, 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 the litigation during the thirty (30) day period immediately preceding the date of the Attorney's Written Report ("Reporting Period").
- (b) All actions taken in the civil action during the Reporting Period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the Reporting Period.
- (c) A detailed description of all discussions with opposing counsel during the Reporting Period, written and oral, including, but not limited to, settlement discussions.

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

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

Section 8. Monthly Board Meetings. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

- (a) the status of the litigation;
- (b) the status of settlement efforts, if any; and
- (c) the Attorney's Written Report.

Section 9. Changes in the Litigation Special Assessment. If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the Litigation Special Assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the Co-owners to vote on whether to continue the civil action and increase the Litigation Special Assessment. The meeting shall have the same quorum and voting requirements as a Litigation Evaluation Meeting.

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

ARTICLE XXI RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or entities or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to Developer. Any rights and powers reserved or granted to Developer or its successors shall terminate, if not sooner assigned to the Association, upon the expiration of the Development and Sales Period unless otherwise provided in these Bylaws or the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to Developer is intended to apply, insofar as 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 of any rights of Developer under Articles VII, VIII(c), IX, X,

XI, or XII of the Master Deed or any amendments to the Master Deed made pursuant to any such Sections, or any real property rights granted or reserved to Developer or SE or their respective successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other interests or easements created, excepted or reserved in such documents) which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation, exception or reservation and not hereby.

ARTICLE XXII REMOTE COMMUNICATION AND ELECTRONIC TRANSMISSION

Section 1. Participation of Directors by Conference Telephone or Remote Communication. A Director may participate in a meeting of the Directors by conference telephone or other means of remote communication by which all persons participating in the meeting may communicate with each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

Section 2. Notices by Electronic Transmission. In addition to the methods of providing notice of meetings set forth in Article IX, Section 5 and Article XI, Sections 9 and 10 of these Bylaws, notice may also be given by electronic transmission, as defined below. Notice by electronic transmission will be deemed given when electronically transmitted to the person entitled to notice in a manner authorized by the person.

Section 3. Use of Electronic Transmission. As used in these Bylaws, "written" or "writing" will include communications by electronic transmission, including but not limited to fax and email. Notices of meetings, waivers of notice of meetings, proxies, written consents and ballots may be transmitted by electronic transmission. When a notice or communication is transmitted electronically, the notice or communication is deemed to be given when electronically transmitted to the person entitled to the notice or communication in a manner authorized by the person. A Co-owner or Director will be deemed to have consented to the use of email upon providing the Association with a valid email address.

Section 4. Definition of Electronic Transmission. As used in these Bylaws, electronic transmission refers to any form of communication that does not directly involve the physical transmission of paper, creates a record that may be retained and retrieved by the recipient and may be directly reproduced in paper form by the recipient through an automated process.

ARTICLE XXIII SEVERABILITY

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

OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 2312

EXHIBIT B TO THE MASTER DEED OF

WINDRIDGE ESTATES

A SITE CONDOMINIUM IN SECTION 36, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

DEVELOPER:

DIVERSE REAL ESTATE LLC
13001 23 MILE ROAD, SUITE 200
SHELBY TOWNSHIP, MICHIGAN 48315

CONDOMINIUM BOUNDARY

DESCRIPTION OF WINDRIDGE – PHASE 1

PART OF THE NORTHEAST 1/4 OF SECTION 36, T1N-R7E, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST 1/4 CORNER OF SECTION 36; THENCE ALONG THE EAST-WEST 1/4 LINE OF SECTION 36, N 89°49'33" W, 1427.66 FEET; THENCE N 00°10'27" E, 140.00 FEET; THENCE N 89°49'33" W, 30.02 FEET; THENCE N 00°10'27" E, 60.00 FEET; THENCE S 89°49'33" E, 43.38 FEET; THENCE N 00°10'27" E, 140.00 FEET; THENCE N 89°49'33" W, 243.55 FEET; THENCE N 00°01'51" E, 489.90 FEET; THENCE N 89°59'57" E, 686.51 FEET; THENCE S 28°08'31" E, 47.15 FEET; THENCE S 23°01'53" E, 71.10 FEET; THENCE S 09°36'20" E, 16.18 FEET; THENCE S 09°43'39" E, 91.25 FEET; THENCE S 19°13'49" E, 90.00 FEET; THENCE S 08°28'49" E, 76.19 FEET; THENCE S 67°17'02" E, 118.01 FEET; THENCE N 22°42'58" E, 105.93 FEET; THENCE N 08°52'00" E, 35.00 FEET; THENCE NORTHEASTERLY ALONG AN ARC LEFT, HAVING A LENGTH OF 75.76 FEET, A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 72°21'01", AND A LONG CHORD WHICH BEARS N 62°41'29" E, 70.83 FEET; THENCE S 63°29'01" E, 25.99 FEET; THENCE S 89°47'49" E, 122.92 FEET; THENCE N 00°12'11" E, 90.00 FEET; THENCE N 16°45'23" W, 188.18 FEET; THENCE N 00°12'11" E, 110.00 FEET; THENCE N 89°47'49" W, 27.51 FEET; THENCE N 00°12'11" E, 240.00 FEET; THENCE S 89°47'49" E, 27.51 FEET; THENCE S 00°12'11" W, 110.00 FEET; THENCE S 16°45'23" E, 188.18 FEET; THENCE S 00°12'11" W, 90.00 FEET; THENCE N 89°47'49" W, 122.92 FEET; THENCE N 63°29'01" W, 25.99 FEET; THENCE SOUTHWESTERLY ALONG AN ARC RIGHT, HAVING A LENGTH OF 75.76 FEET, A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 72°21'01", AND A LONG CHORD WHICH BEARS S 62°41'29" W, 70.83 FEET; THENCE S 08°52'00" W, 35.00 FEET; THENCE S 22°42'58" W, 105.93 FEET; THENCE N 67°17'02" W, 118.01 FEET; THENCE N 08°28'49" W, 76.19 FEET; THENCE N 19°13'49" W, 90.00 FEET; THENCE N 09°43'39" W, 91.25 FEET; THENCE N 09°36'20" W, 16.18 FEET; THENCE N 23°01'53" W, 71.10 FEET; THENCE N 28°08'31" W, 47.15 FEET; THENCE S 89°59'57" W, 686.51 FEET; THENCE S 00°01'51" W, 489.90 FEET; THENCE S 89°49'33" E, 243.55 FEET; THENCE S 00°10'27" W, 140.00 FEET; THENCE N 89°49'33" W, 43.38 FEET; THENCE S 00°10'27" W, 60.00 FEET; THENCE S 89°49'33" E, 30.02 FEET; THENCE S 00°10'27" W, 140.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 53.38 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EXISTING NAPIER ROAD. ALSO SUBJECT TO ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD.

DESCRIPTION OF WINDRIDGE – FUTURE DEVELOPMENT

PART OF THE NORTHEAST 1/4 OF SECTION 36, T1N-R7E, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 36; THENCE ALONG THE EAST-WEST 1/4 LINE OF SECTION 36, N 89°49'33" W, 1427.66 FEET, TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING ALONG THE EAST-WEST 1/4 LINE OF SECTION 36, N 89°49'33" W, 1204.24 FEET TO THE CENTER OF SECTION 36; THENCE ALONG THE NORTH-SOUTH 1/4 LINE OF SECTION 36, N 00°02'04" E, 1487.10 FEET, THENCE S 89°49'49" E, 1916.23 FEET; THENCE S 00°26'28" W, 289.74 FEET; THENCE S 89°47'49" E, 140.06 FEET; THENCE S 00°12'11" W, 240.00 FEET; THENCE S 89°47'49" E, 27.51 FEET; THENCE S 00°12'11" W, 110.00 FEET; THENCE S 16°45'23" E, 188.18 FEET; THENCE S 00°12'11" W, 90.00 FEET; THENCE N 89°47'49" W, 122.92 FEET; THENCE N 63°29'01" W, 25.99 FEET; THENCE SOUTHWESTERLY ALONG AN ARC RIGHT, HAVING A LENGTH OF 75.76 FEET, A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 72°21'01", AND A LONG CHORD WHICH BEARS S 62°41'29" W, 70.83 FEET; THENCE S 08°52'00" W, 35.00 FEET; THENCE S 22°42'58" W, 105.93 FEET; THENCE N 67°17'02" W, 118.01 FEET; THENCE N 08°28'49" W, 76.19 FEET; THENCE N 19°13'49" W, 90.00 FEET; THENCE N 09°43'39" W, 91.25 FEET; THENCE N 09°36'20" W, 16.18 FEET; THENCE N 23°01'53" W, 71.10 FEET; THENCE N 28°08'31" W, 47.15 FEET; THENCE S 89°59'57" W, 686.51 FEET; THENCE S 00°01'51" W, 489.90 FEET; THENCE S 89°49'33" E, 243.55 FEET; THENCE S 00°10'27" W, 140.00 FEET; THENCE N 89°49'33" W, 43.38 FEET; THENCE S 00°10'27" W, 60.00 FEET; THENCE S 89°49'33" E, 30.02 FEET; THENCE S 00°10'27" W, 140.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 53.38 ACRES, MORE OR LESS, AND SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

ATTENTION: COUNTY REGISTER OF DEEDS

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

DRAWING INDEX	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	SURVEY PLAN
3	COMPOSITE PLAN
4-6	SITE PLAN
7-9	UTILITY PLAN
10-12	UNIT AREAS & PERIMETER PLAN
13-15	EASEMENT PLAN

NOTES:

ALL STRUCTURES AND IMPROVEMENTS SHOWN EITHER HAVE BEEN CONSTRUCTED OR MUST BE BUILT.

PREPARED BY:

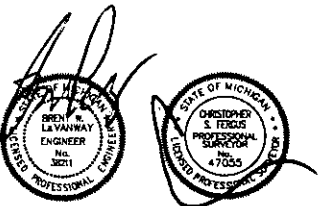


Engineers Surveyors Planners Landscape Architects

3121 E. GRAND RIVER AVE.

HOWELL, MI. 48843

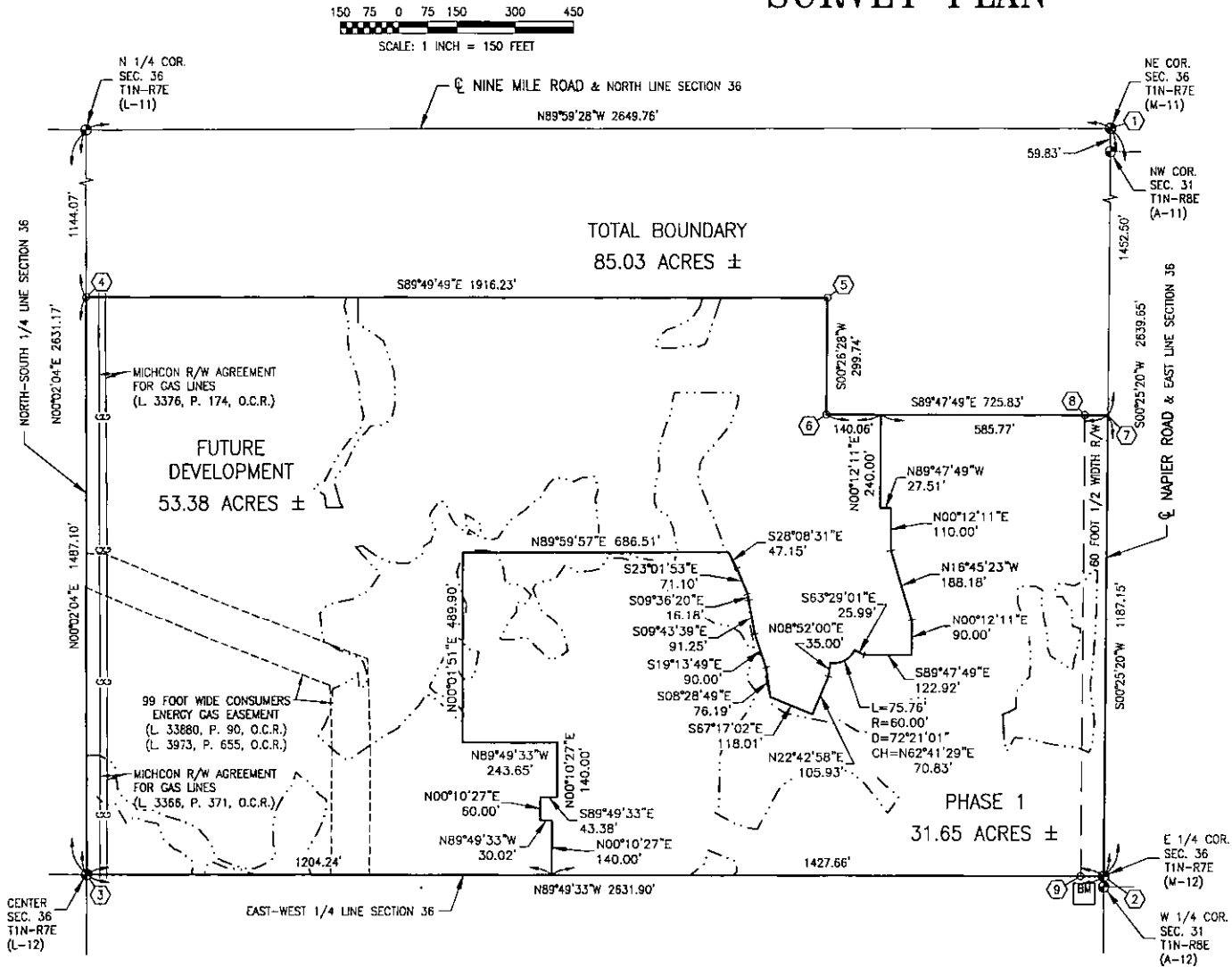
800.246.6735 FAX 517.548.1670



NOTE: THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE. CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

PROPOSED AS OF JUNE 05, 2020
UNITS 1-31 MUST BE BUILT

SURVEY PLAN

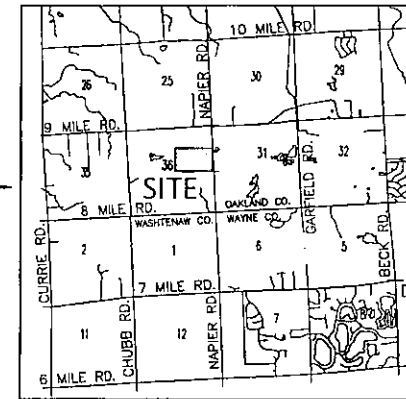
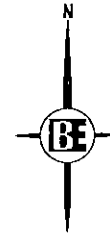


LIST OF COORDINATES		
NO.	NORTHING	EASTING
1	347133.43	1334173.30
2	344493.85	13343153.85
3	344501.85	13340521.96
4	345988.95	13340522.86
5	345983.27	13342439.08
6	345683.54	13342436.77
7	345680.97	13343162.60
8	345681.18	13343102.60
9	344494.04	13343093.85

THE PROPERTY DESCRIBED HEREIN IS DESIGNATED AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN (ZONE X) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM), FOR THE TOWNSHIP OF LYON, OAKLAND COUNTY, MICHIGAN, MAP NUMBER 26125C0608F, PANEL 608 OF 704, WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2006.

NOTES:

1. BEARINGS WERE ESTABLISHED ON THE EAST LINE OF SECTION 36, BEING N 00°25'20" E FROM THE EAST 1/4 CORNER, SECTION 36, T1N-87E, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN.
2. WETLANDS LIMITS PER WILSON ROAD GROUP, INC. DELINEATION COMPLETED IN THE SUMMER OF 2015 AND THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY WATER RESOURCES DIVISION PERMIT NO.: WRP 3650V 1.0, ISSUED ON OCTOBER 11, 2016.
3. OTHER EASEMENTS ARE SHOWN ON THE EASEMENT PLAN SHEETS 13, 14, AND 15.
4. SEE SHEET 1 FOR DESCRIPTIONS.



LOCATION MAP
NOT TO SCALE

BENCHMARKS: (NGVD88 DATUM)

- BM: RAILROAD SPIKE IN SE SIDE OF UTILITY POLE @SE CORNER OF SITE
(64' WEST OF THE EAST 1/4 CORNER OF SEC 36 IN NAPIER ROAD)
ELEV. 998.62

I, CHRISTOPHER S. FERGUS, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS ULMINGTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 230 AS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY OF THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED, THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE LOCATED IN THE GROUND WITHIN 1 YEAR FROM RECORDING DATE AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978. THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978. THAT THE BEARINGS AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

06-05-2020

DATE _____

CHRISTOPHER S. FERGUS
PROFESSIONAL SURVEYOR
LICENSE NO. 47055

BOSS ENGINEERING COMPANY
3121 E. GRAND RIVER AVENUE
HOWELL, MICHIGAN 48843

LEGEND:

-  DENOTES CONCRETE MONUMENT
 4" DIAMETER, 36" LONG,
 ENCASED 1/2" IRON ROD
 COORDINATE NUMBER
 BENCHMARK LOCATION
 --- WETLAND BOUNDARY

PROPOSED AS OF JUNE 05, 2020
UNITS 1-31 MUST BE BUILT

BE **Engineering**
Engineers Surveyors Planners Landscape Architects

3121 E. GRAND RIVER AVE.
HOWELL, MI. 48843
800.246.6735 FAX 517.548.1670

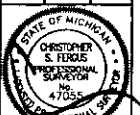
DIVERSE REAL ESTATE LLC

10000 W. 10TH AVE. SUITE 100

DENVER, CO 80202

WINDRIDGE ESTATES

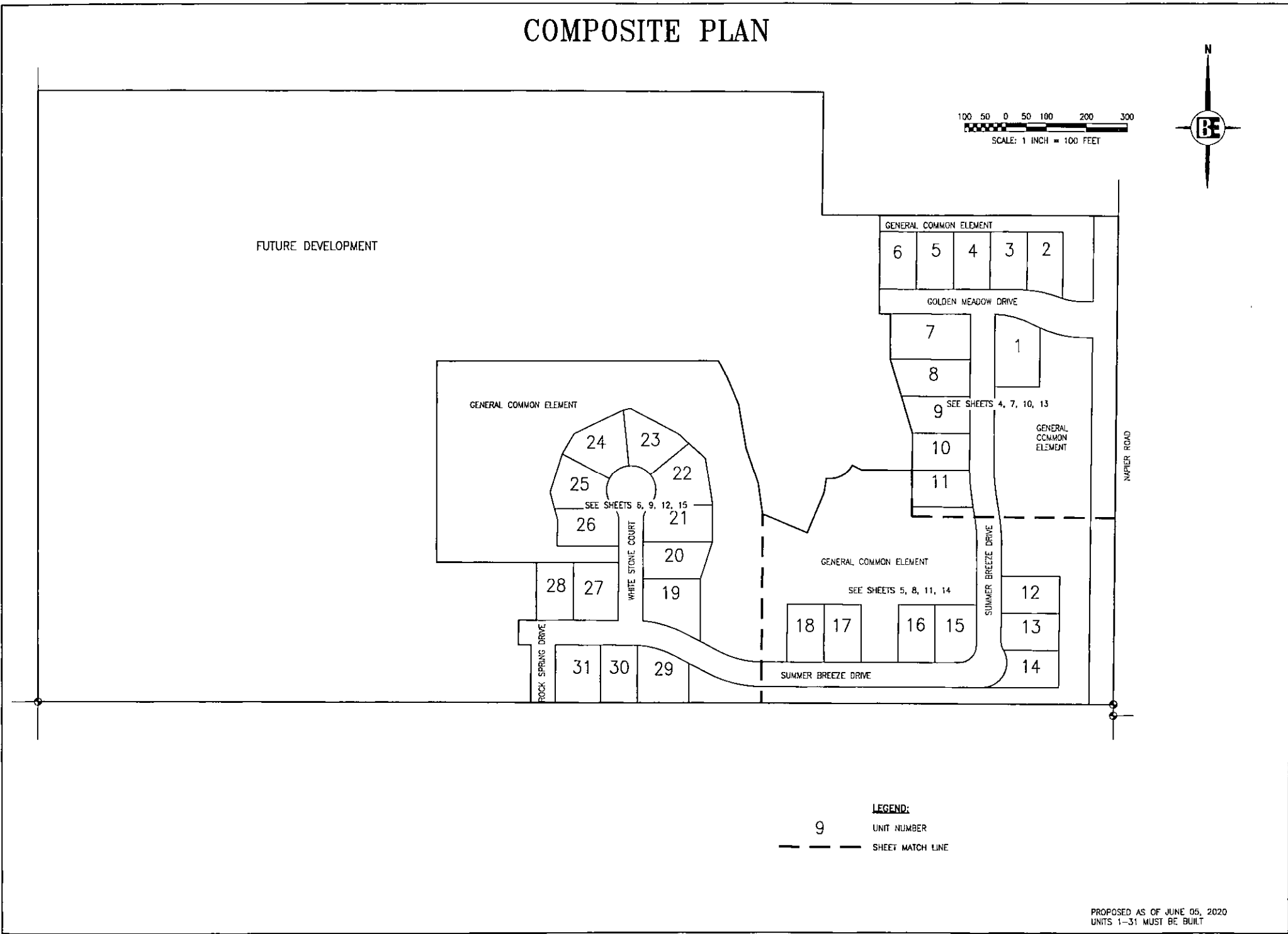
SURVEY PLAN



DESIGNED BY: TE
DRAWN BY: LW/WRW
CHECKED BY: ACB
SCALE 1" = 150'
JOB NO. 14-414
DATE 06-05-2020
PLOTTING INFORMATION

SHEET NO. 2

COMPOSITE PLAN



REBOSS
Engineering
Engineers Surveyors Planners Landscape Architects
3121 E. GRAND RIVER AVE.
HOWELL, MI 48843
800.246.6735 FAX 517.548.1670

CLIENT

DIVERSE REAL ESTATE LLC

PROJECT

WINDRIDGE ESTATES

TITLE

COMPOSITE PLAN

STATE OF MICHIGAN

EVAN HANWAY

ENGINEER

No. 30221

PROFESSIONAL SEAL

DESIGNED BY:

TE

DRAWN BY:

TE/WRM

CHECKED BY:

ADB

SCALE

1" = 100'

JOB NO.

14-414

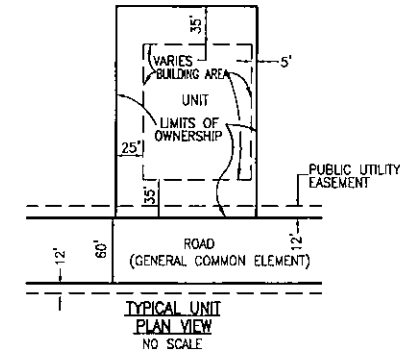
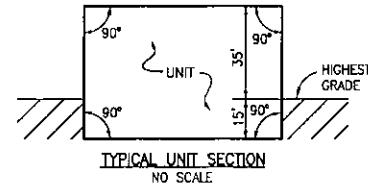
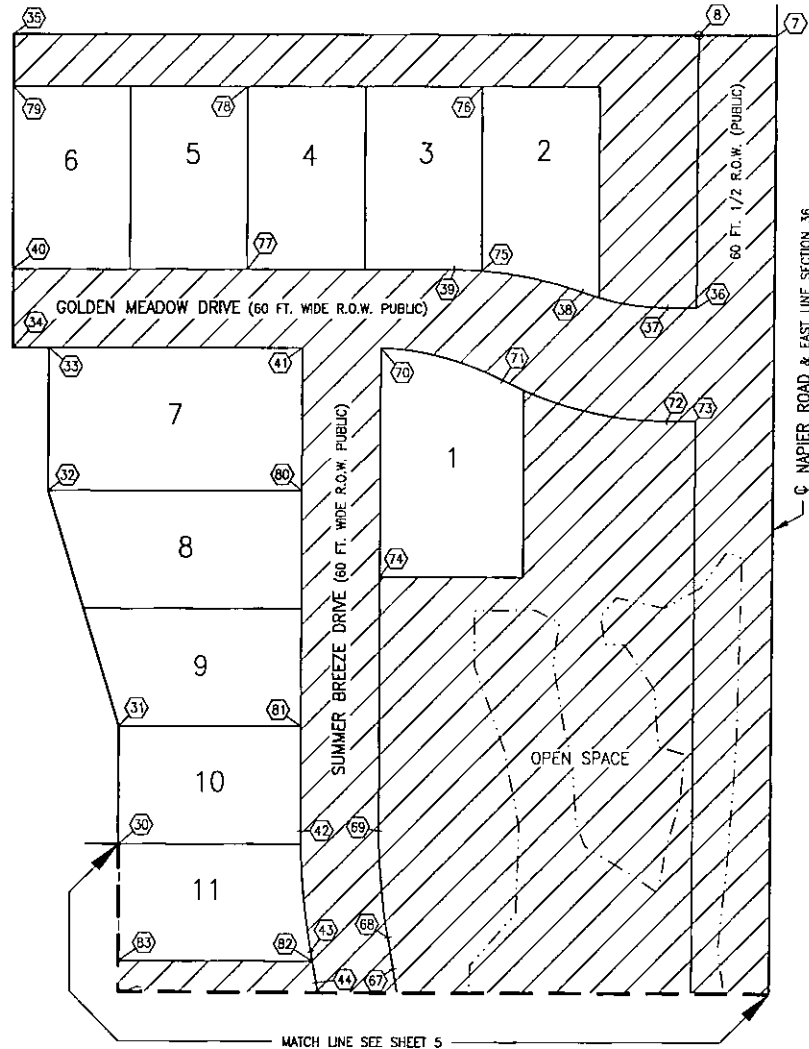
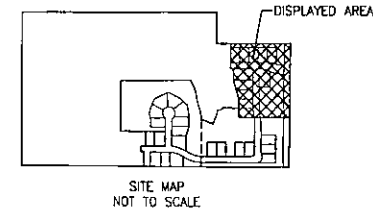
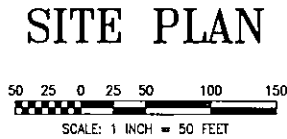
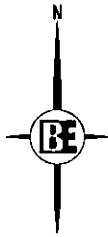
DATE

06-05-2020

PLOTTING INFORMATION

SHEET NO.

3



- LEGEND:**
- DENOTES CONCRETE MONUMENT
4" DIAMETER, 36" LONG,
ENCASING 1/2" IRON ROD
 - 9 UNIT NUMBER
 - General Common Element
 - Coordinate Number
 - WETLAND BOUNDARY

LIST OF COORDINATES			LIST OF COORDINATES		
NO.	NORTHING	EASTING	NO.	NORTHING	EASTING
7	345680.97	13343162.60	67	344966.10	13342868.11
8	345681.18	13343102.60	68	344989.94	13342863.98
30	345062.76	13342857.03	69	345071.92	13342857.07
31	345152.76	13342857.35	70	345441.92	13342858.38
32	345332.95	13342803.10	71	345417.10	13342951.80
33	345442.95	13342603.49	72	345385.54	13343078.41
34	345443.05	13342575.98	73	345385.38	13343100.42
35	345683.05	13342576.83	74	345266.22	13342857.75
36	345472.20	13343101.06	75	345500.87	13342936.19
37	345472.36	13343079.19	76	345641.77	13342936.69
38	345484.68	13343012.01	77	345502.41	13342756.19
39	345501.85	13342915.02	78	345642.41	13342756.69
40	345503.05	13342576.19	79	345643.05	13342576.69
41	345442.26	13342798.38	80	345332.26	13342797.99
42	345072.14	13342797.07	81	345152.26	13342797.35
43	344979.66	13342804.86	82	344972.23	13342806.15
44	344955.85	13342808.99	83	344972.76	13342656.71

PROPOSED AS OF JUNE 05, 2020
UNITS 1-31 MUST BE BUILT

REBOSS
Engineering
Engineers Surveyors Planners Landscape Architects
3121 E. GRAND RIVER AVE.
HOWELL, MI 48843
800.246.6735 FAX 517.548.1670

DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
SITE PLAN

CLIENT PROJECT TITLE

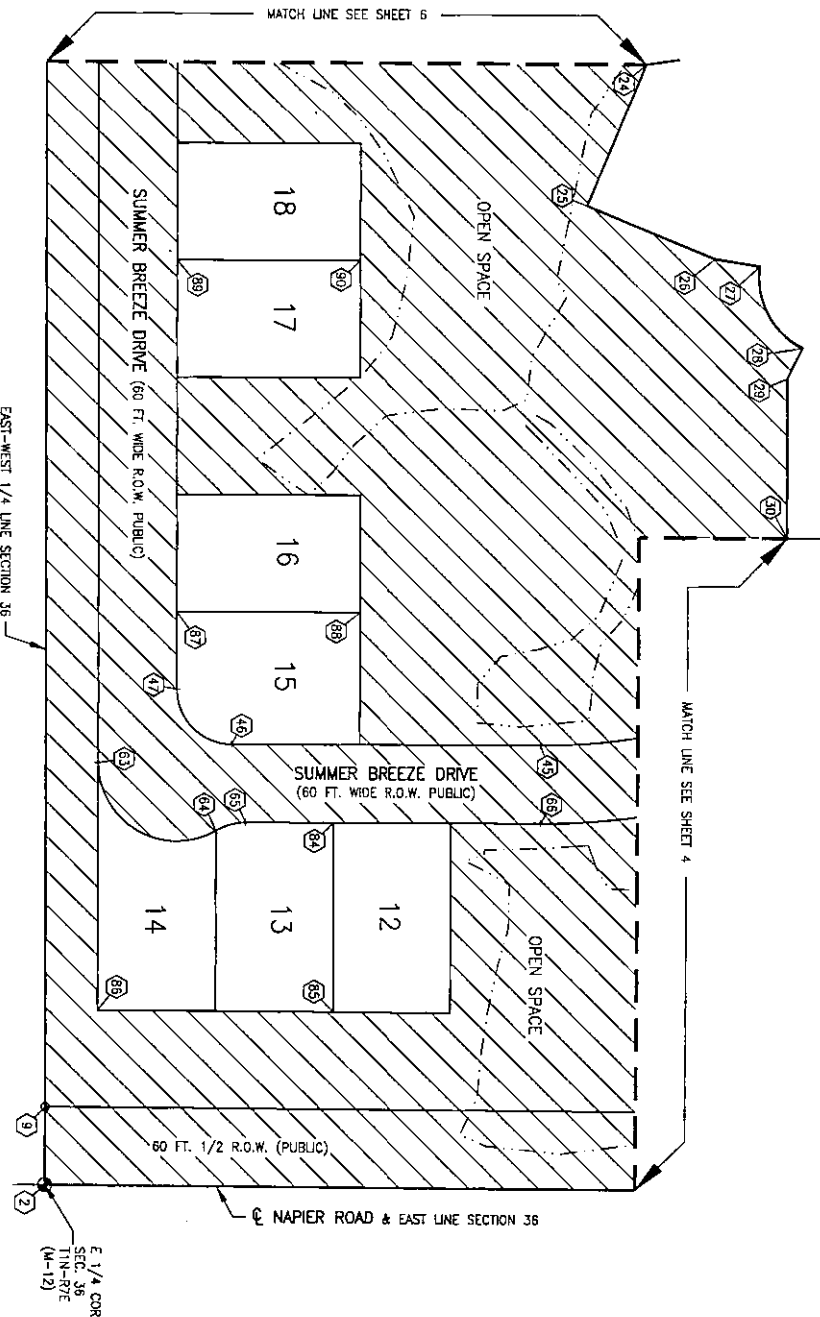
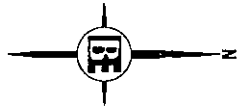
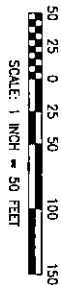
DESIGNED BY: TE
DRAWN BY: LW/WSW
CHECKED BY: AEB

SCALE 1" = 50'
JOB NO. 14-414
DATE 06-05-2020

PLOTTING INFORMATION

SHEET NO. 4

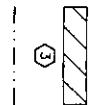
SITE PLAN



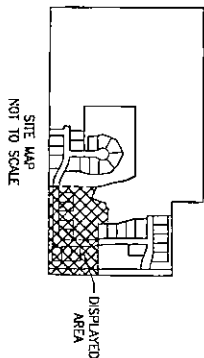
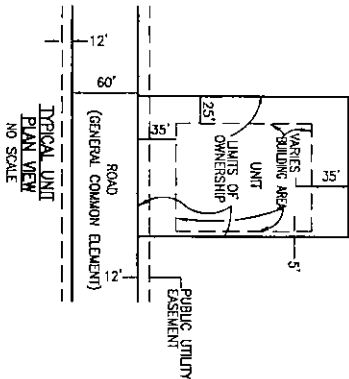
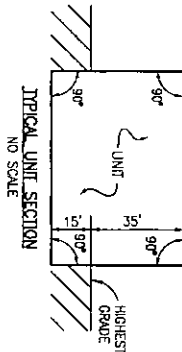
LIST OF COORDINATES	
NO.	NORTHING
2	34493.85
9	34494.04
24	34495.57
25	344910.00
26	34500.72
27	345042.30
28	345074.80
29	345063.19

LIST OF COORDINATES	
NO.	NORTHING
30	34502.76
45	344873.86
46	344836.86
47	344595.01
63	344534.84
64	344624.75
65	344647.38
66	344873.65

LIST OF COORDINATES	
NO.	NORTHING
84	344714.77
85	344714.26
86	344534.26
87	344595.19
88	344735.24
89	344596.01
90	344736.01



LEGEND:
○ DENOTES CONCRETE MONUMENT
□ 1/2 INCH IRON ROD
ENCLOSING 1/2" IRON ROD
UNIT NUMBER
GENERAL COMMON ELEMENT
COORDINATE NUMBER
WETLAND BOUNDARY



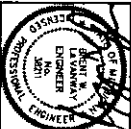
PROPOSED AS OF JUNE 05, 2020
UNITS 1-31 MUST BE BUILT

DIVERSE REAL ESTATE LLC

WINDRIDGE ESTATES

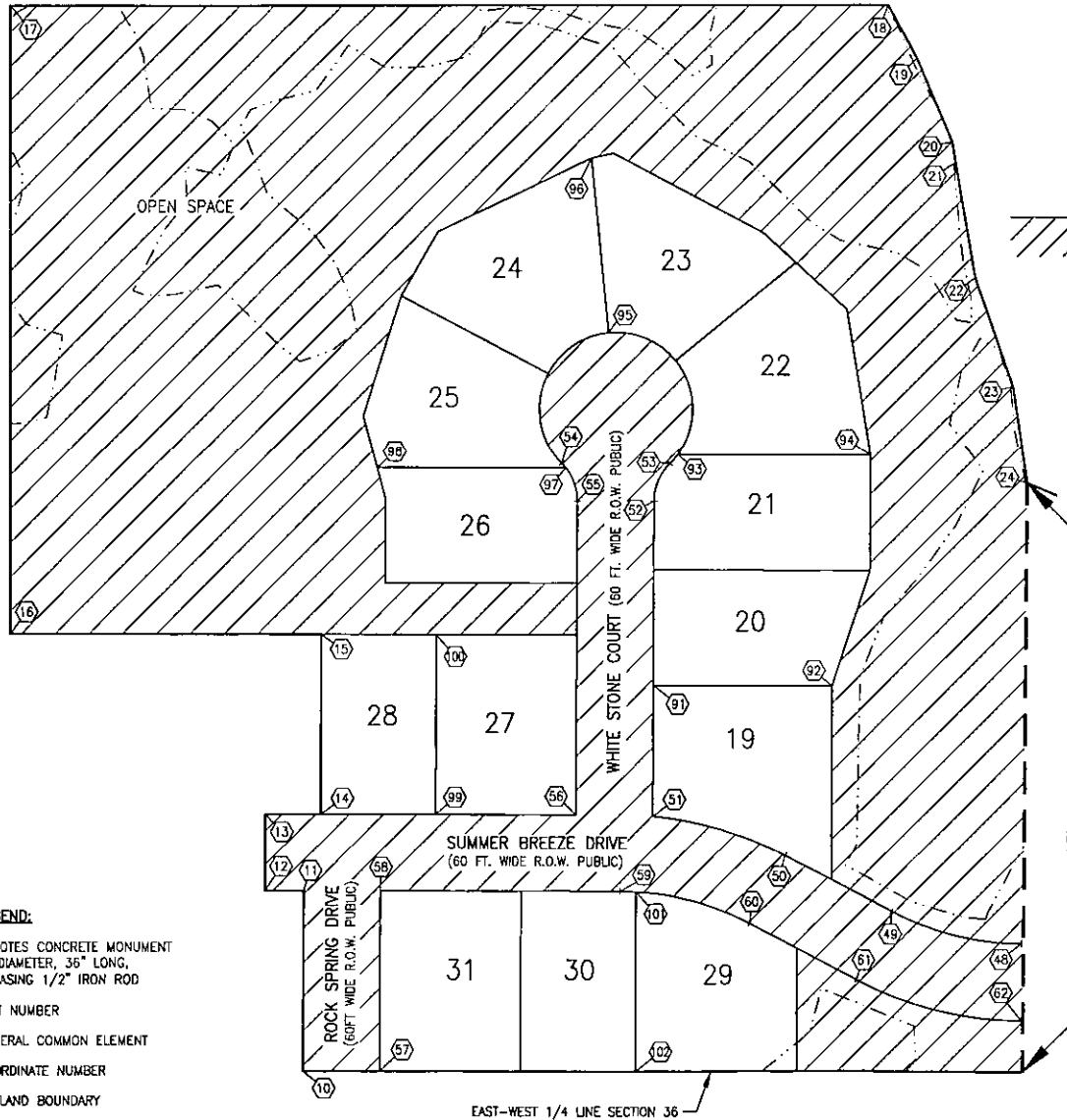
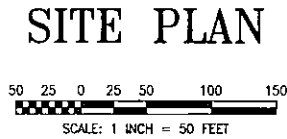
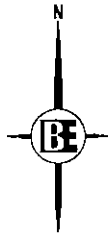
SITE PLAN

BEBOSS
Engineering
Engineers Surveyors Planners Landscape Architects
3121 E. GRAND RIVER AVE.
HOWELL, MI. 48843
800.246.6735 FAX 517.548.1670

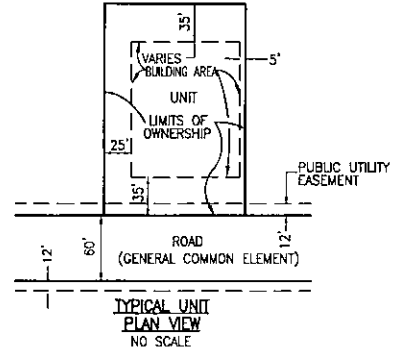
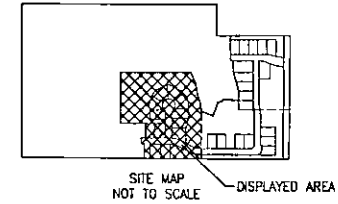
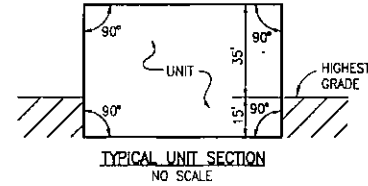


DESIGNED BY: TE
DRAWN BY: LVM/MS
CHECKED BY: AEB
JOB NO. 14-414
DATE 06-06-2020
PLATTING INFORMATION

SHEET NO. 5



- LEGEND:**
- DENOTES CONCRETE MONUMENT
4" DIAMETER, 36" LONG,
ENCASING 1/2" IRON ROD
 - 9 UNIT NUMBER
 - ▨ GENERAL COMMON ELEMENT
 - ③ COORDINATE NUMBER
 - - - - - WETLAND BOUNDARY



LIST OF COORDINATES		
NO.	NORTHING	EASTING
10	344498.19	13341726.20
11	344638.19	13341726.63
12	344638.28	13341896.60
13	344698.28	13341896.79
14	344698.15	13341740.16
15	344838.15	13341740.59
16	344838.89	13341496.94
17	345328.79	13341497.20
18	345328.80	13342183.71
19	345287.22	13342205.95
20	345221.79	13342233.77
21	345205.84	13342236.47
22	345115.90	13342251.89
23	345030.92	13342281.53
24	344955.57	13342292.76
48	344596.48	13342288.77
49	344621.63	13342187.29
50	344665.43	13342103.73
51	344696.19	13342000.15
52	344841.33	13342000.90
53	344971.04	13342013.35

LIST OF COORDINATES		
NO.	NORTHING	EASTING
54	344971.30	13341928.64
55	344941.51	13341940.90
56	344697.54	13341940.16
57	344498.01	13341786.20
58	344638.01	13341786.63
59	344637.44	13341974.40
60	344812.29	13342075.87
61	344568.49	13342159.44
62	344536.48	13342288.58
91	344798.15	13342000.47
92	344797.73	13342140.47
93	344978.10	13342019.44
94	344977.64	13342170.19
95	345073.37	13341965.19
96	345209.24	13341951.69
97	344967.67	13341931.86
98	344968.12	13341784.19
99	344697.88	13341830.16
100	344837.88	13341830.59
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102	344497.40	13341986.40

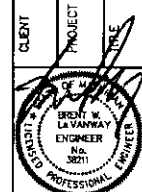
PROPOSED AS OF JUNE 05, 2020
UNITS 1-31 MUST BE BUILT

REBOSS
Engineering
Engineers Surveyors Planners Landscape Architects
3121 E. GRAND RIVER AVE.
HOWELL, MI 48843
800-246-6735 FAX 517-548-1670

CLIENT DIVERSE REAL ESTATE LLC

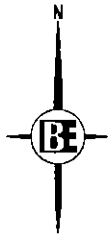
PROJECT WINDRIDGE ESTATES

FILE SITE PLAN

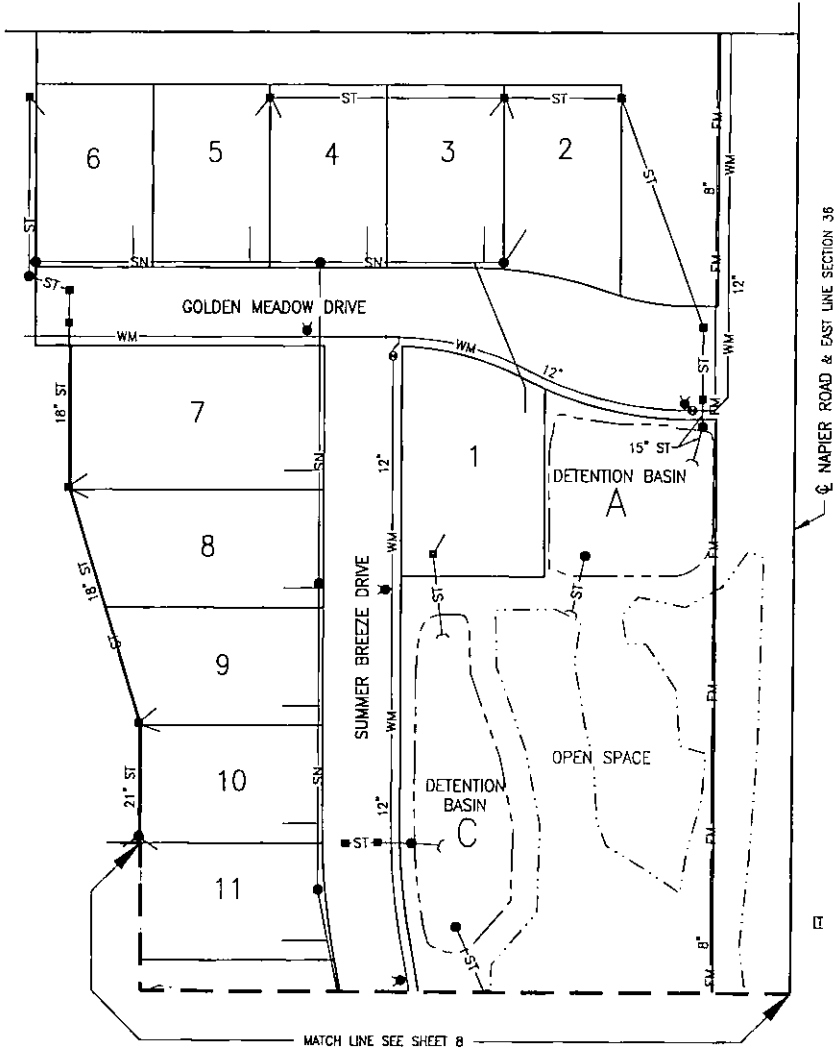
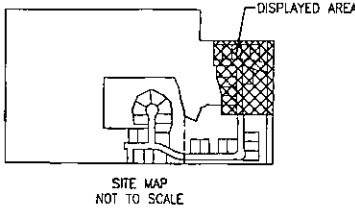
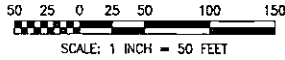


DESIGNED BY: TE
DRAWN BY: LW/WRW
CHECKED BY: AEB
SCALE: 1" = 50'
JOB NO. 14-414
DATE: 06-05-2020
PLOTING INFORMATION

SHEET NO. 6



UTILITY PLAN



- LEGEND:**
- 9 UNIT NUMBER
 - ST STORM SEWER W/ OUTLET STRUCTURE, MANHOLE, CATCH BASIN, & FLARED END SECTION
 - SN SANITARY SEWER W/ MANHOLE
 - FM FORCEMAIN
 - WM WATERMAIN W/ HYDRANT & GATE VALVE
 - WETLAND BOUNDARY

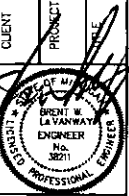
- UTILITY NOTES:**
- ALL STORM SEWER SHALL BE C-76, CLASS V, REINFORCED CONCRETE PIPE WITH WATERTIGHT PREMIUM JOINTS, 12" DIA., UNLESS OTHERWISE NOTED.
 - ALL SANITARY SEWER SHALL BE TRUSS PIPE, 8" DIA., UNLESS OTHERWISE NOTED. ALL SANITARY LEADS SHALL BE SDR-23.5 PVC PIPE, 6" DIA., UNLESS OTHERWISE NOTED.
 - ALL WATERMAIN SHALL BE CLASS 54 D.I.P., 8" DIA., UNLESS OTHERWISE NOTED. ALL WATER SERVICE LEADS SHALL BE TYPE 'K' COPPER, 1" DIA., UNLESS OTHERWISE NOTED.
 - ALL UTILITY LOCATIONS SHOWN WERE TAKEN FROM BOSS ENGINEERING CONSTRUCTION PLANS, DATED 3-23-15.
 - GAS - CONSUMERS ENERGY COMPANY
ELECTRIC - DETROIT EDISON COMPANY
TELEPHONE - AT&T
CABLE - COMCAST
 - UTILITY METERS SHALL BE PLACED ON EACH HOUSE AS THEY ARE CONSTRUCTED.
 - THE BUILDING AND UTILITY INFORMATION CONTAINED IN THESE DOCUMENTS ARE NOT DESIGN PLANS. TO OBTAIN A COPY OF THE ACTUAL DESIGN PLANS CONTACT THE APPROPRIATE LOCAL, COUNTY, OR STATE OFFICIALS.
 - WATER AND SANITARY PROVIDED BY LYON TOWNSHIP.
 - WATER SERVICE LEADS SHALL BE INSTALLED BY LYON TOWNSHIP AT TIME OF HOUSE CONSTRUCTION.

- NOTES:**
- ALL INTERIOR ROADWAYS AND STORM SEWER ARE PUBLIC AND SHALL BE MAINTAINED BY THE ROAD COMMISSION OF OAKLAND COUNTY.
- THE LOCATION AND ELEVATION OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE DRAWINGS ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT LOCATION AND ELEVATION OF EXISTING UTILITIES AND PROPOSED UTILITY CROSSINGS IN THE FIELD PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY CONFLICTS ARE APPARENT OR IF THE LOCATION OR DEPTH DIFFERS SIGNIFICANTLY FROM THE PLANS.

PROPOSED AS OF JUNE 05, 2020
UNITS 1-31 MUST BE BUILT

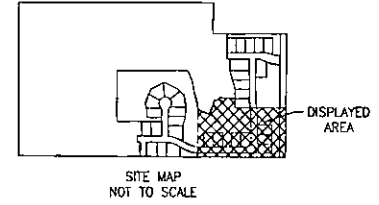
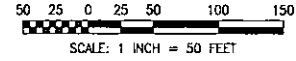
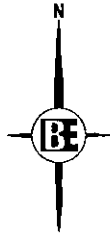
BEBOSS
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Engineers Surveyors Planners Landscape Architects
3121 E. GRAND RIVER AVE.
HOWELL MI 48843
800-245-6735 FAX 517-545-1670

DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
UTILITY PLAN



DESIGNED BY: TE
DRAWN BY: LW/WRW
CHECKED BY: AEB
SCALE: 1" = 50'
JOB NO. 14-414
DATE 06-05-2020
PLOTTING INFORMATION
SHEET NO. 7

UTILITY PLAN



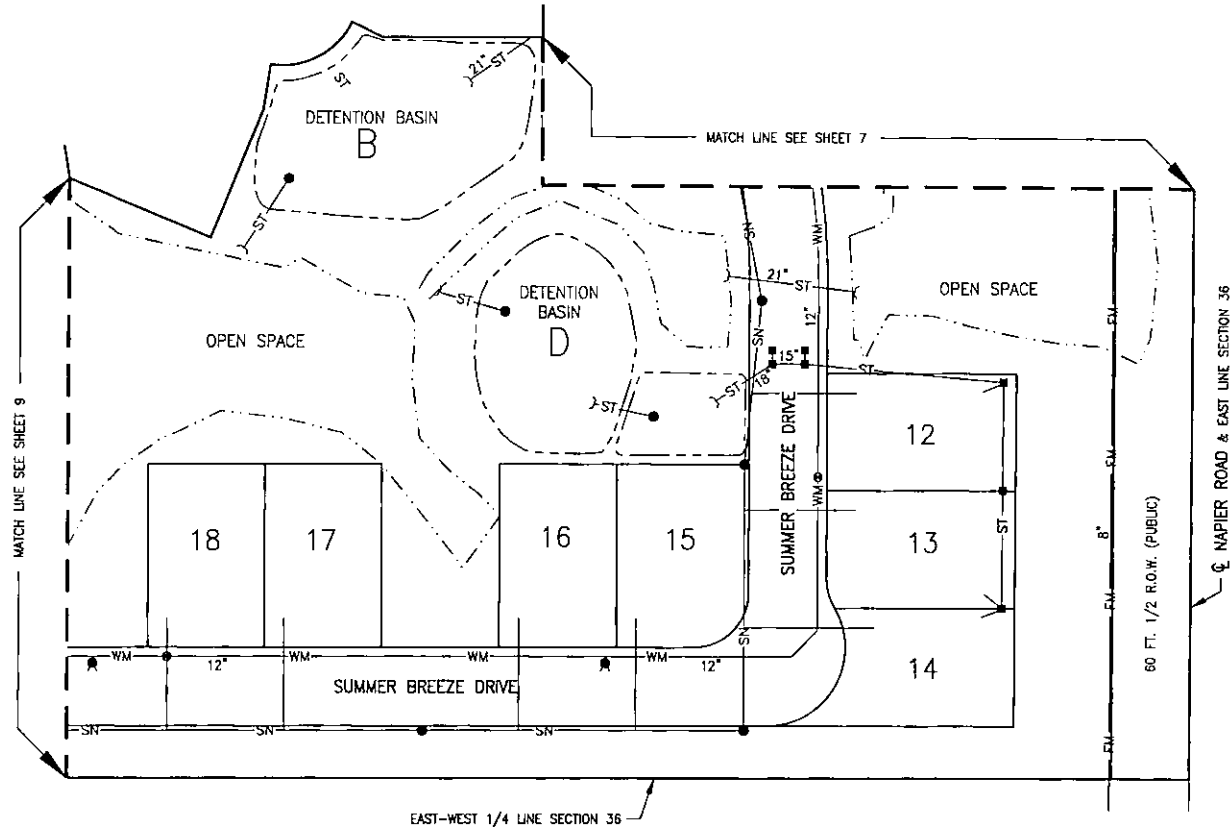
UTILITY NOTES:

1. ALL STORM SEWER SHALL BE C-76, CLASS V, REINFORCED CONCRETE PIPE WITH WATERTIGHT PREMIUM JOINTS, 12" DIA., UNLESS OTHERWISE NOTED.
2. ALL SANITARY SEWER SHALL BE TRUSS PIPE, 8" DIA., UNLESS OTHERWISE NOTED. ALL SANITARY LEADS SHALL BE SDR-23.5 PVC PIPE, 8" DIA., UNLESS OTHERWISE NOTED.
3. ALL WATERMAIN SHALL BE CLASS 54 D.I.P., 8" DIA., UNLESS OTHERWISE NOTED. ALL WATER SERVICE LEADS SHALL BE TYPE 'K' COPPER, 1" DIA., UNLESS OTHERWISE NOTED.
4. ALL UTILITY LOCATIONS SHOWN WERE TAKEN FROM BOSS ENGINEERING CONSTRUCTION PLANS, DATED 3-23-15.
5. GAS -- CONSUMERS ENERGY COMPANY
ELECTRIC-- DETROIT EDISON COMPANY
TELEPHONE -- AT&T
CABLE -- COMCAST
6. UTILITY METERS SHALL BE PLACED ON EACH HOUSE AS THEY ARE CONSTRUCTED.
7. THE BUILDING AND UTILITY INFORMATION CONTAINED IN THESE DOCUMENTS ARE NOT DESIGN PLANS. TO OBTAIN A COPY OF THE ACTUAL DESIGN PLANS CONTACT THE APPROPRIATE LOCAL, COUNTY, OR STATE OFFICIALS.
8. WATER AND SANITARY PROVIDED BY LYON TOWNSHIP.
9. WATER SERVICE LEADS SHALL BE INSTALLED BY LYON TOWNSHIP AT TIME OF HOUSE CONSTRUCTION.

NOTES:

1. ALL INTERIOR ROADWAYS AND STORM SEWER ARE PUBLIC AND SHALL BE MAINTAINED BY THE ROAD COMMISSION OF OAKLAND COUNTY.

THE LOCATION AND ELEVATION OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE DRAWINGS ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT LOCATION AND ELEVATION OF EXISTING UTILITIES AND PROPOSED UTILITY CROSSINGS IN THE FIELD PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY CONFLICTS ARE APPARENT OR IF THE LOCATION OR DEPTH DIFFERS SIGNIFICANTLY FROM THE PLANS.



LEGEND:

- 9 UNIT NUMBER
- ST—(STORM SEWER W/ OUTLET STRUCTURE, MANHOLE, CATCH BASIN, & FLARED END SECTION
- SN—●— SANITARY SEWER W/ MANHOLE
- FM— FORCEMAIN
- ⚡—WM—⊙— WATERMAIN W/ HYDRANT & GATE VALVE
- · · · · WETLAND BOUNDARY

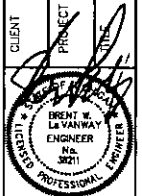
PROPOSED AS OF JUNE 05, 2020
UNITS 1-31 MUST BE BUILT

REBOSS Engineering
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3121 E. GRAND RIVER AVE.
HOWELL, MI. 48843
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DIVERSE REAL ESTATE LLC

WINDRIDGE ESTATES

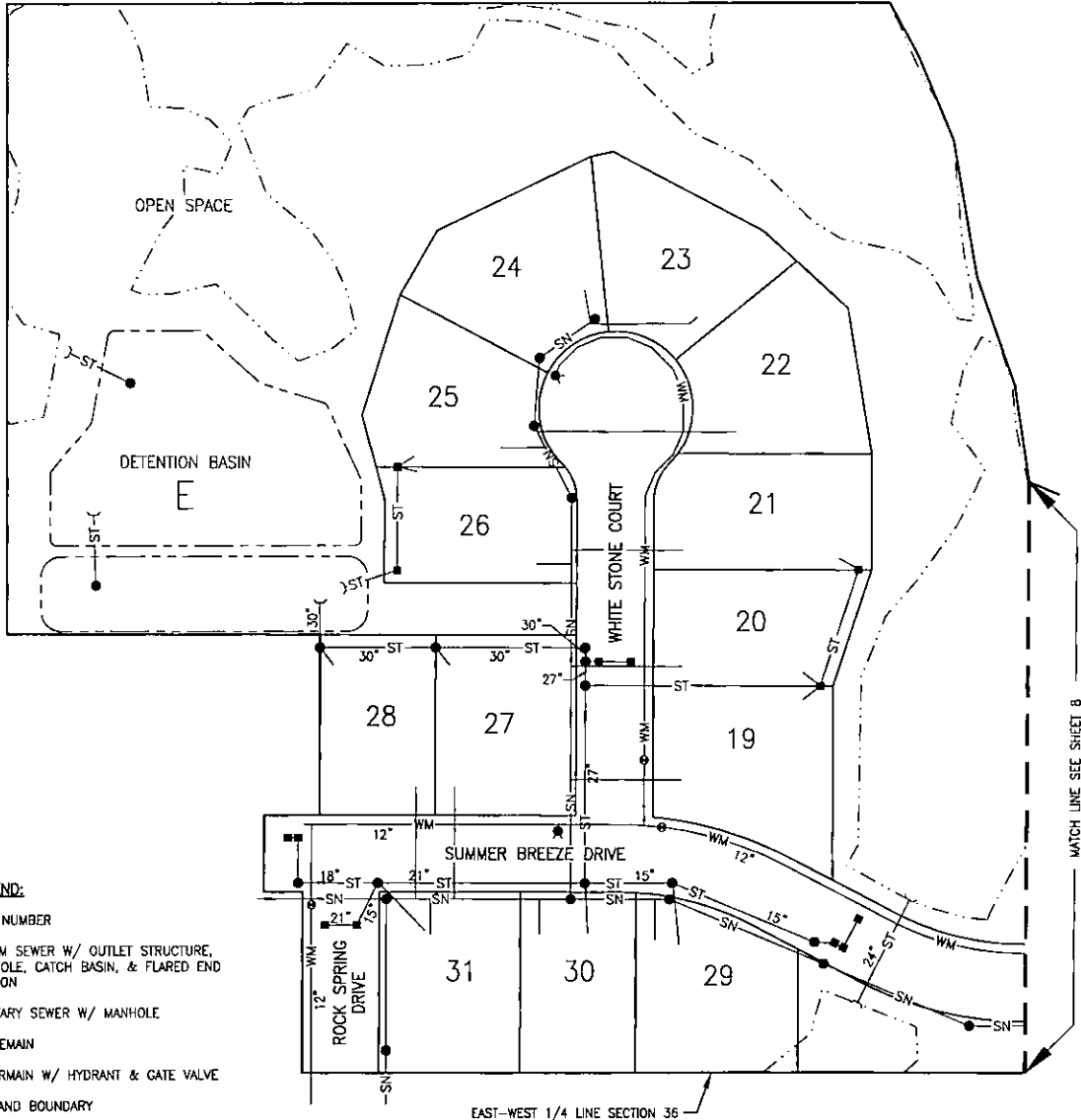
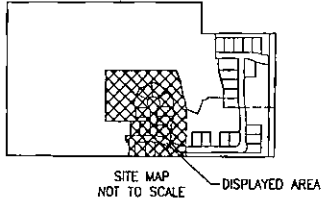
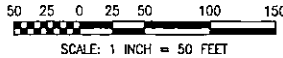
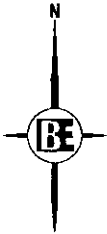
UTILITY PLAN



DESIGNED BY:	TE
DRAWN BY:	LW/WRW
CHECKED BY:	ACB
SCALE	1" = 50'
JOB NO.	14-414
DATE	06-05-2020
PLOTTING INFORMATION	

SHEET NO. 8

UTILITY PLAN



- LEGEND:**
- 9 UNIT NUMBER
- ST- () STORM SEWER W/ OUTLET STRUCTURE, MANHOLE, CATCH BASIN, & FLARED END SECTION
 - SN- () SANITARY SEWER W/ MANHOLE
 - FM- FORCEMAIN
 - WM- () WATERMAIN W/ HYDRANT & GATE VALVE
 - WETLAND BOUNDARY

UTILITY NOTES:

1. ALL STORM SEWER SHALL BE C-76, CLASS V, REINFORCED CONCRETE PIPE WITH WATERTIGHT PREMIUM JOINTS, 12" DIA., UNLESS OTHERWISE NOTED.
2. ALL SANITARY SEWER SHALL BE TRUSS PIPE, 8" DIA., UNLESS OTHERWISE NOTED. ALL SANITARY LEADS SHALL BE SDR-23.5 PVC PIPE, 6" DIA., UNLESS OTHERWISE NOTED.
3. ALL WATERMAIN SHALL BE CLASS 54 D.I.P., 8" DIA., UNLESS OTHERWISE NOTED. ALL WATER SERVICE LEADS SHALL BE TYPE 'K' COPPER, 1" DIA., UNLESS OTHERWISE NOTED.
4. ALL UTILITY LOCATIONS SHOWN WERE TAKEN FROM BOSS ENGINEERING CONSTRUCTION PLANS, DATED 3-23-15.
5. GAS - CONSUMERS ENERGY COMPANY
ELECTRIC - DETROIT EDISON COMPANY
TELEPHONE - AT&T
CABLE - COMCAST
6. UTILITY METERS SHALL BE PLACED ON EACH HOUSE AS THEY ARE CONSTRUCTED.
7. THE BUILDING AND UTILITY INFORMATION CONTAINED IN THESE DOCUMENTS ARE NOT DESIGN PLANS. TO OBTAIN A COPY OF THE ACTUAL DESIGN PLANS CONTACT THE APPROPRIATE LOCAL, COUNTY, OR STATE OFFICIALS.
8. WATER AND SANITARY PROVIDED BY LYON TOWNSHIP.
9. WATER SERVICE LEADS SHALL BE INSTALLED BY LYON TOWNSHIP AT TIME OF HOUSE CONSTRUCTION.

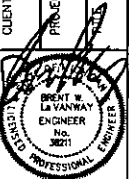
NOTES:

1. ALL INTERIOR ROADWAYS AND STORM SEWER ARE PUBLIC AND SHALL BE MAINTAINED BY THE ROAD COMMISSION OF OAKLAND COUNTY.

THE LOCATION AND ELEVATION OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE DRAWINGS ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT LOCATION AND ELEVATION OF EXISTING UTILITIES AND PROPOSED UTILITY CROSSINGS IN THE FIELD PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY CONFLICTS ARE APPARENT OR IF THE LOCATION OR DEPTH DIFFERS SIGNIFICANTLY FROM THE PLANS.

BEBOSS
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Engineers Surveyors Planners Landscape Architects
3121 E. GRAND RIVER AVE.
HOWELL, MI 48843
800-246-5735 FAX 517-548-1670

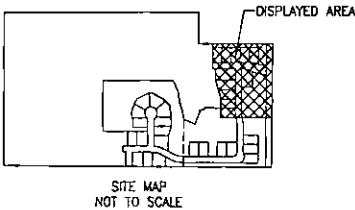
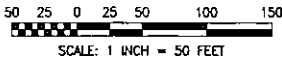
CLIENT DIVERSE REAL ESTATE LLC
PROJECT WINDRIDGE ESTATES
UTILITY PLAN



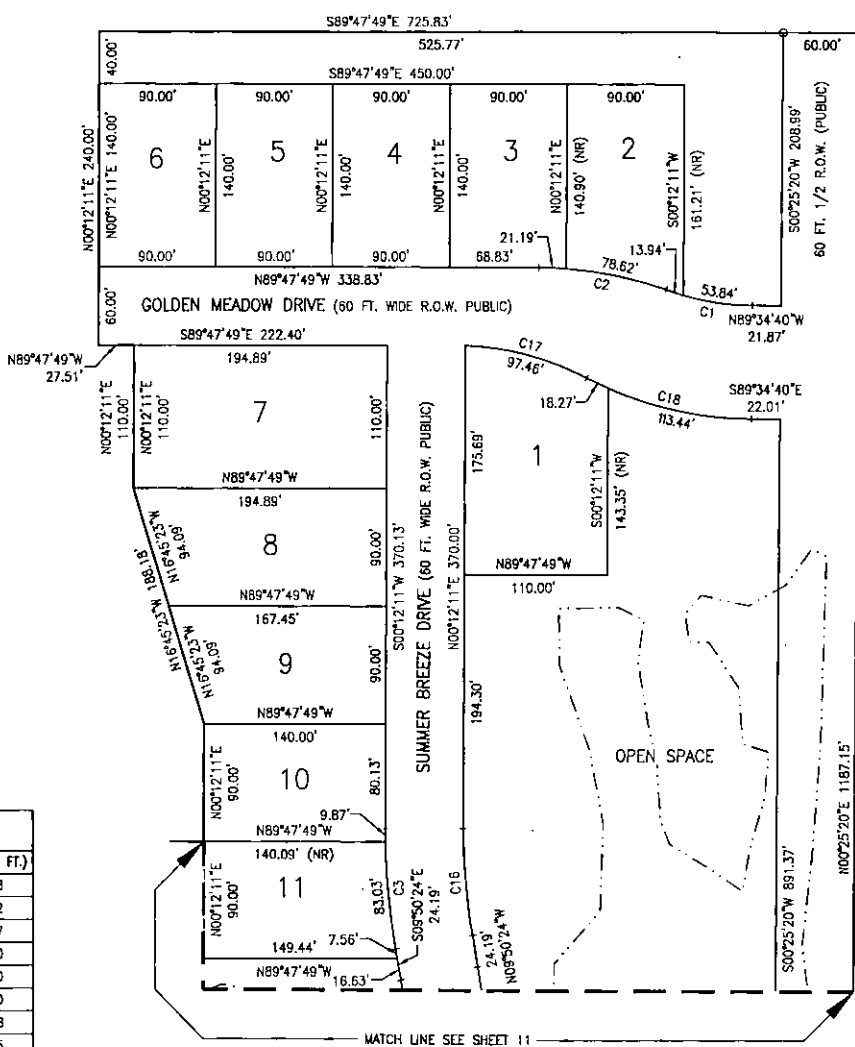
DESIGNED BY: TE
DRAWN BY: LW/WRW
CHECKED BY: AEB
SCALE: 1" = 50'
JOB NO. 14-414
DATE 08-05-2020
PLOTTING INFORMATION
SHEET NO. 9

PROPOSED AS OF JUNE 05, 2020
UNITS 1-31 MUST BE BUILT

UNIT AREAS & PERIMETER PLAN



SCHEDULE OF UNIT AREAS	
LOT NO.	AREA (SQ. FT.)
1	18058
2	13402
3	12607
4	12600
5	12600
6	12600
7	21438
8	16305
9	13835
10	12600
11	12915



CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	67.77'	192.00'	20°13'29"	N79°27'56"W	67.42'
C2	99.81'	308.51'	18°32'14"	N80°03'18"W	99.38'
C3	92.90'	530.00'	10°02'34"	S04°49'06"E	92.78'
C16	82.38'	470.00'	10°02'34"	N04°49'06"W	82.28'
C17	97.46'	220.00'	25°22'58"	S75°07'22"E	96.87'
C18	131.71'	278.00'	27°08'46"	S76°00'17"E	130.48'

- NOTES:
1. BEARINGS WERE ESTABLISHED ON THE EAST LINE OF SECTION 36, BEING N 00°25'20" E FROM THE EAST 1/4 CORNER, SECTION 36, T1N-R7E, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN.
 2. THE INTERIOR ROADWAY DEFLECTION POINTS SHALL BE STAKED WITH STEEL RODS (1/2" DIAMETER, 18" LONG).
 3. THE UNIT CORNERS SHALL BE STAKED WITH STEEL RODS (1/2" DIAMETER, 18" LONG).
 4. ALL INTERIOR ROADWAYS AND STORM SEWER ARE PUBLIC AND SHALL BE MAINTAINED BY THE ROAD COMMISSION OF OAKLAND COUNTY.

- LEGEND:
- DENOTES CONCRETE MONUMENT
4" DIAMETER, 36" LONG,
ENCASING 1/2" IRON ROD
 - 9 UNIT NUMBER
 - (R) DENOTES RADIAL UNIT LINES
 - (NR) DENOTES NON-RADIAL UNIT LINES
 - C5 CURVE NUMBER
 - WETLAND BOUNDARY

PROPOSED AS OF JUNE 05, 2020
UNITS 1-31 MUST BE BUILT

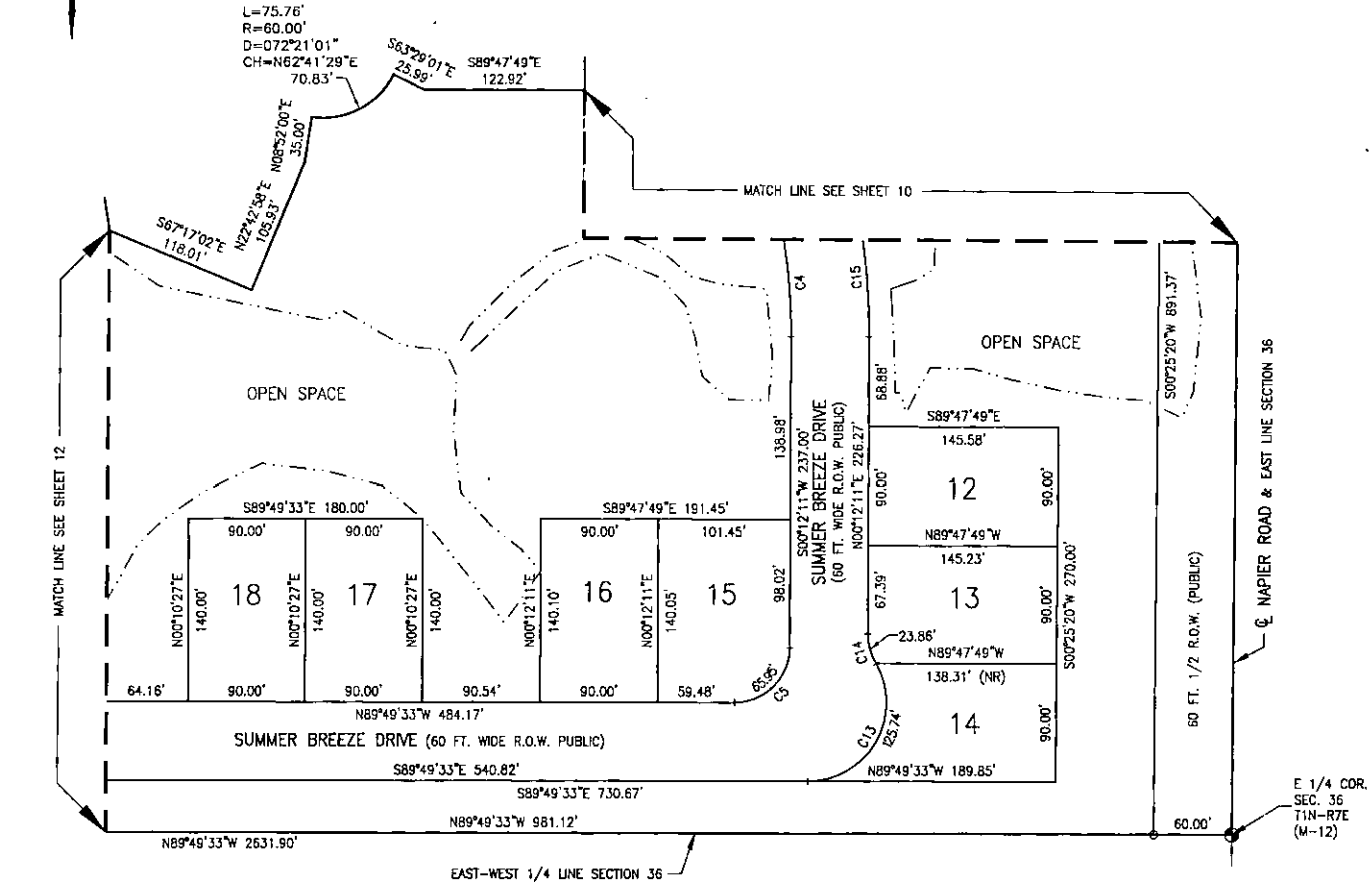
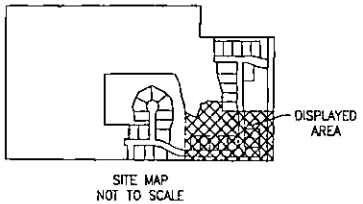
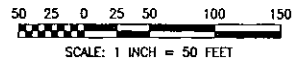
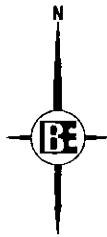
REBOSS
Engineering
Engineers Surveyors Planners Landscape Architects
3121 E. GRAND RIVER AVE.
HOWELL, MI 48843
800.246.6735 FAX 517.548.1670

CLIENT DIVERSE REAL ESTATE LLC
PROJECT WINDRIDGE ESTATES
TITLE UNIT AREAS & PERIMETER PLAN



DESIGNED BY: TE
DRAWN BY: TE/WRW
CHECKED BY: AED
SCALE: 1" = 50'
JOB NO. 14-414
DATE: 06-05-2020
PLOTING INFORMATION

UNIT AREAS & PERIMETER PLAN



CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C4	82.38'	470.00'	10°02'34"	S04°49'06"E	82.28'
C5	65.95'	42.00'	89°58'16"	S45°11'19"W	59.38'
C13	125.74'	60.00'	120°04'37"	N30°08'09"E	103.96'
C14	23.86'	42.27'	32°20'25"	N16°01'01"W	23.54'
C15	92.90'	530.00'	10°02'34"	N04°49'06"W	92.78'

- NOTES:
1. BEARINGS WERE ESTABLISHED ON THE EAST LINE OF SECTION 36, BEING N 00°25'20" E FROM THE EAST 1/4 CORNER, SECTION 36, T1N-R7E, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN.
 2. THE INTERIOR ROADWAY DEFLECTION POINTS SHALL BE STAKED WITH STEEL RODS (1/2" DIAMETER, 18" LONG).
 3. THE UNIT CORNERS SHALL BE STAKED WITH STEEL RODS (1/2" DIAMETER, 18" LONG).
 4. ALL INTERIOR ROADWAYS AND STORM SEWER ARE PUBLIC AND SHALL BE MAINTAINED BY THE ROAD COMMISSION OF OAKLAND COUNTY.

- LEGEND:
- DENOTES CONCRETE MONUMENT 4" DIAMETER, 36" LONG, ENCASED 1/2" IRON ROD
 - 9 UNIT NUMBER
 - (R) DENOTES RADIAL UNIT LINES
 - (NR) DENOTES NON-RADIAL UNIT LINES
 - C5 CURVE NUMBER
 - WETLAND BOUNDARY

SCHEDULE OF UNIT AREAS	
LOT NO.	AREA (SQ. FT.)
12	13086
13	13007
14	12560
15	13828
16	12607
17	12600
18	12600

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3121 E. GRAND RIVER AVE.
HOWELL, MI 48843
800.246.6735 FAX 517.568.1670

CLIENT: DIVERSE REAL ESTATE LLC

PROJECT: WINDRIDGE ESTATES

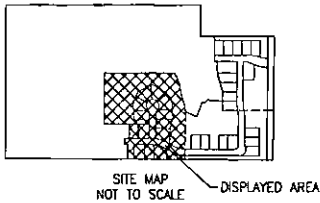
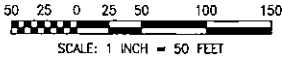
TITLE: UNIT AREAS & PERIMETER PLAN

DESIGNED BY: TE
DRAWN BY: LW/WRW
CHECKED BY: AEB
SCALE: 1" = 50'
JOB NO. 14-414
DATE: 06-05-2020
PLOTING INFORMATION

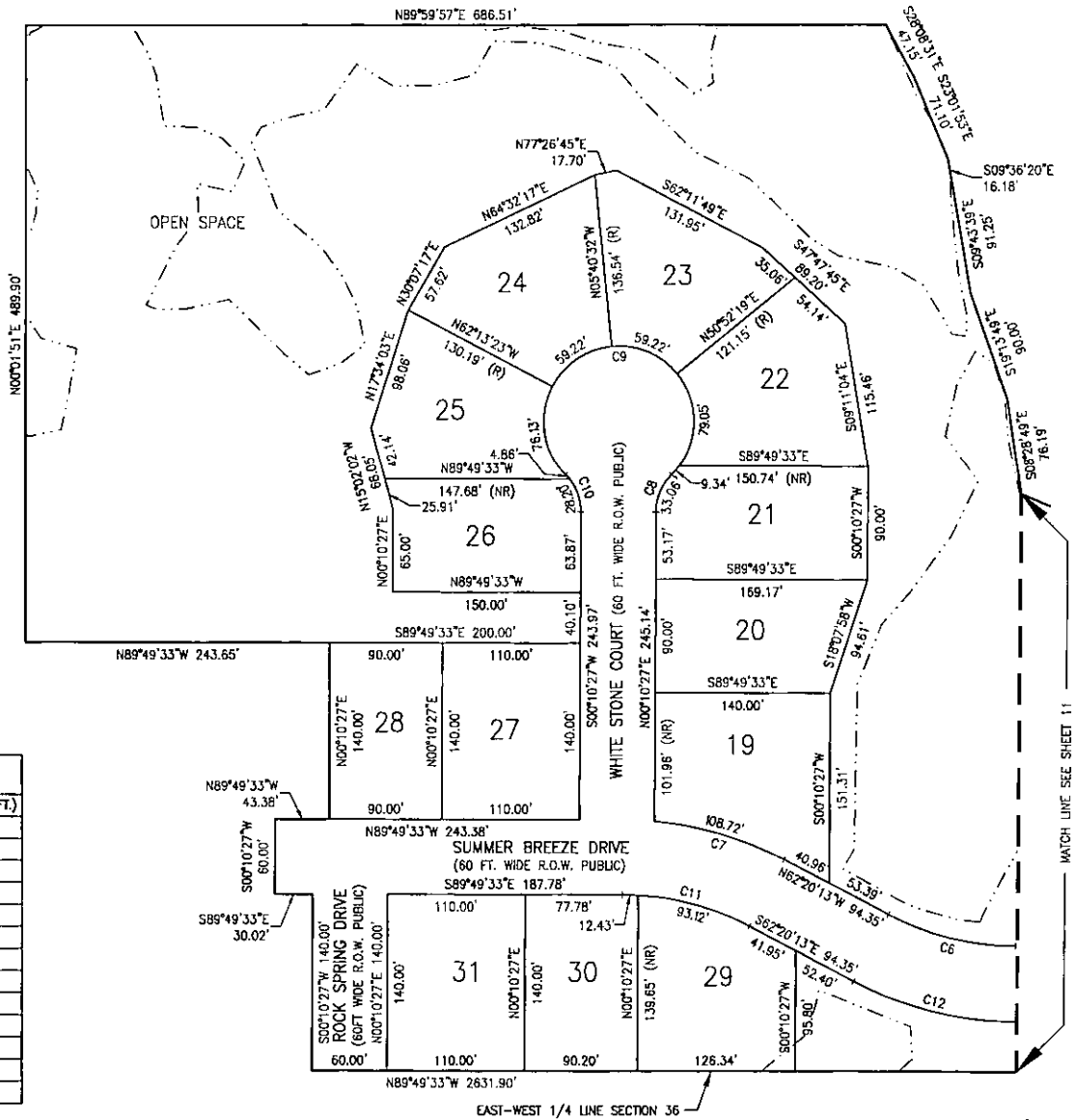
SHEET NO. 11

PROPOSED AS OF JUNE 05, 2020
UNITS 1-31 MUST BE BUILT

UNIT AREAS & PERIMETER PLAN



SCHEDULE OF UNIT AREAS	
LOT NO.	AREA (SQ. FT.)
19	16922
20	13913
21	15001
22	16159
23	14861
24	15980
25	14207
26	13510
27	15400
28	12600
29	15584
30	12627
31	15400



CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING
C6	105.55'	220.00'	27°29'20"	N76°04'53"W
C7	108.72'	280.00'	22°14'51"	N73°27'38"W
C8	33.06'	42.00'	45°05'57"	N22°43'25"E
C9	282.95'	60.00'	270°11'52"	N89°49'33"W
C10	33.06'	42.00'	45°05'57"	S22°22'32"E
C11	105.55'	220.00'	27°29'20"	S76°04'53"E
C12	134.34'	280.00'	27°29'20"	S76°04'53"E

- NOTES:
- BEARINGS WERE ESTABLISHED ON THE EAST LINE OF SECTION 36, BEING N 00°25'20" E FROM THE EAST 1/4 CORNER, SECTION 36, T1N-R7E, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN.
 - THE INTERIOR ROADWAY DEFLECTION POINTS SHALL BE STAKED WITH STEEL RODS (1/2" DIAMETER, 18" LONG).
 - THE UNIT CORNERS SHALL BE STAKED WITH STEEL RODS (1/2" DIAMETER, 18" LONG).
 - ALL INTERIOR ROADWAYS AND STORM SEWER ARE PUBLIC AND SHALL BE MAINTAINED BY THE ROAD COMMISSION OF OAKLAND COUNTY.

- LEGEND:
- DENOTES CONCRETE MONUMENT
4" DIAMETER, 36" LONG,
ENCASING 1/2" IRON ROD
 - 9 UNIT NUMBER
 - (R) DENOTES RADIAL UNIT LINES
 - (NR) DENOTES NON-RADIAL UNIT LINES
 - C5 CURVE NUMBER
 - WETLAND BOUNDARY

PROPOSED AS OF JUNE 05, 2020
UNITS 1-31 MUST BE BUILT

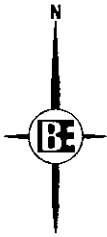
DEBOSS
Engineering
Engineers Surveyors Planners Landscape Architects
3121 E. GRAND RIVER AVE.
HOWELL, MI 48843
800-246-6753 FAX: 517-548-1670

CLIENT DIVERSE REAL ESTATE LLC
PROJECT WINDRIDGE ESTATES
TITLE UNIT AREAS & PERIMETER PLAN

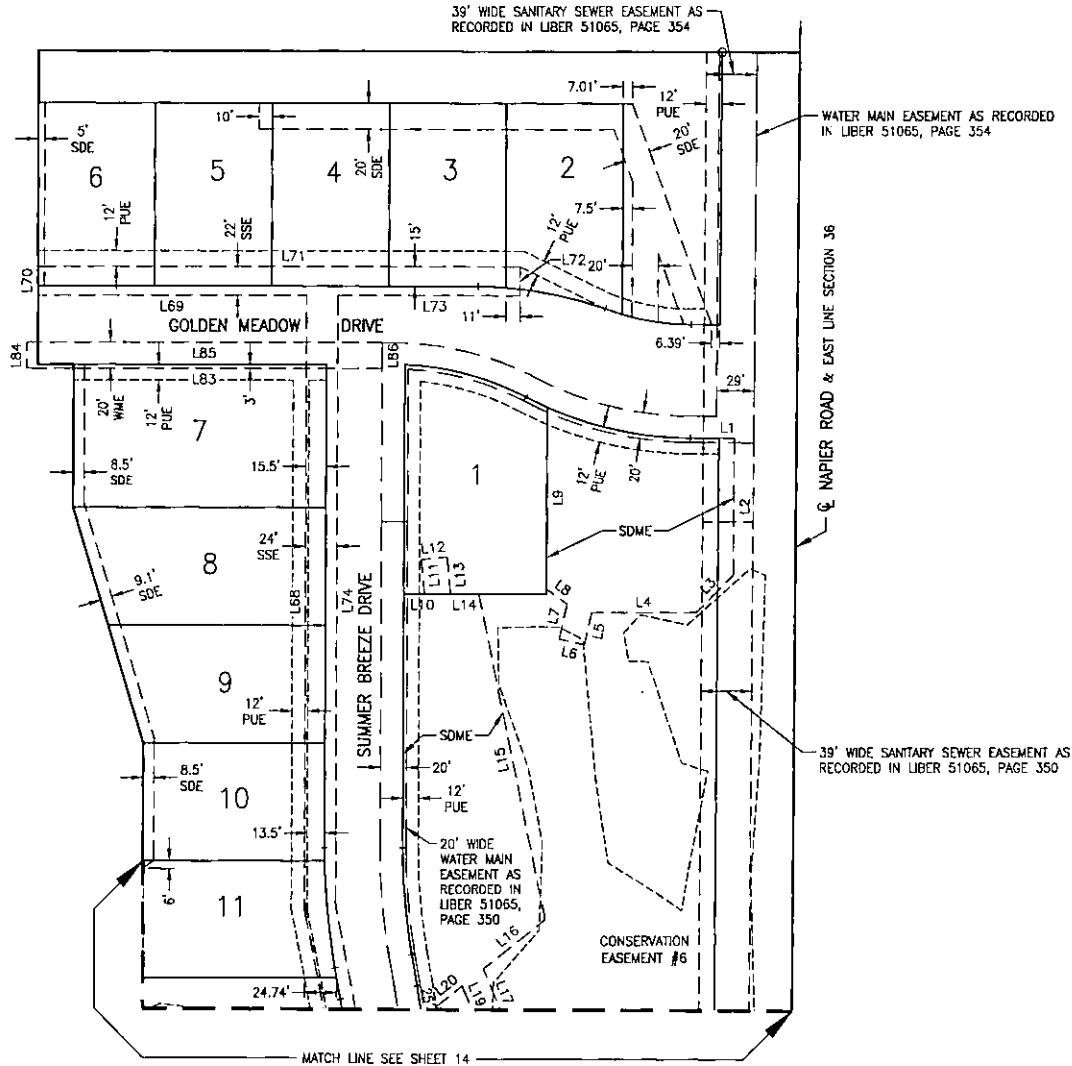
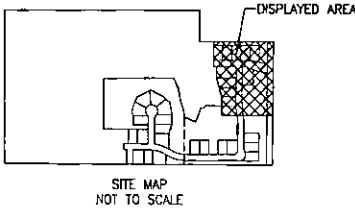
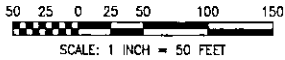


DESIGNED BY: YE
DRAWN BY: LW/WRW
CHECKED BY: AEB
SCALE: 1" = 50'
JOB NO. 14-414
DATE: 06-05-2020
PLOT/PRINT INFORMATION

SHEET NO. 12



EASEMENT PLAN



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°34'40"E	12.00'
L2	S00°25'20"W	105.04'
L3	S44°39'45"W	40.57'
L4	N89°47'49"W	80.50'
L5	S12°42'21"W	25.31'
L6	N77°17'39"W	20.00'
L7	N12°42'21"E	27.34'
L8	N53°14'54"W	19.71'
L9	N00°12'11"E	139.33'
L10	S89°47'49"E	15.96'
L11	N05°23'34"W	26.35'
L12	N84°36'26"E	20.00'
L13	S05°23'34"E	28.21'
L14	S89°47'49"E	21.81'
L15	S11°34'44"E	254.85'

LINE TABLE		
LINE	BEARING	DISTANCE
L16	S51°42'43"W	60.87'
L17	S23°20'27"E	38.99'
L19	N23°20'27"W	33.65'
L20	S51°42'43"W	39.43'
L68	N00°12'11"E	469.96'
L69	N89°47'49"W	206.90'
L70	N00°12'11"E	22.00'
L71	S89°47'49"E	371.00'
L72	S00°12'11"W	22.00'
L73	N89°47'49"W	140.10'
L74	S00°12'11"W	467.63'
L83	N89°47'49"W	273.17'
L84	N00°12'11"E	20.00'
L85	S89°47'49"E	273.16'
L86	S00°11'35"W	20.00'

- LEGEND:**
- 9 UNIT NUMBER
 - L5 LINE NUMBER
 - SDE PRIVATE EASEMENT FOR STORM AND SURFACE DRAINAGE
 - SAE PRIVATE EASEMENT FOR STORM ACCESS
 - SSE PRIVATE EASEMENT FOR PUBLIC SANITARY SEWER
 - PUE PRIVATE EASEMENT FOR PUBLIC UTILITIES
 - SDME PRIVATE EASEMENT FOR STORM DRAINAGE MAINTENANCE
 - WME PRIVATE EASEMENT FOR PUBLIC WATER MAIN

PROPOSED AS OF JUNE 05, 2020
UNITS 1-31 MUST BE BUILT

REBOSS

Engineering

Engineers Surveyors Planners Landscape Architects

3121 E. GRAND AVENUE
HOWELL, MI 48843
800-245-6735 FAX 517-548-1670

CLIENT

PROJECT

TITLE

DIVERSE REAL ESTATE LLC

WINDRIDGE ESTATES

EASEMENT PLAN

STATE OF MICHIGAN

DEPARTMENT OF LAND & NATURAL RESOURCES

LAND & NATURAL RESOURCES DIVISION

DESIGNED BY: TE

DRAWN BY: LW/WRW

CHECKED BY: AEB

SCALE: 1" = 50'

JOB NO. 14-414

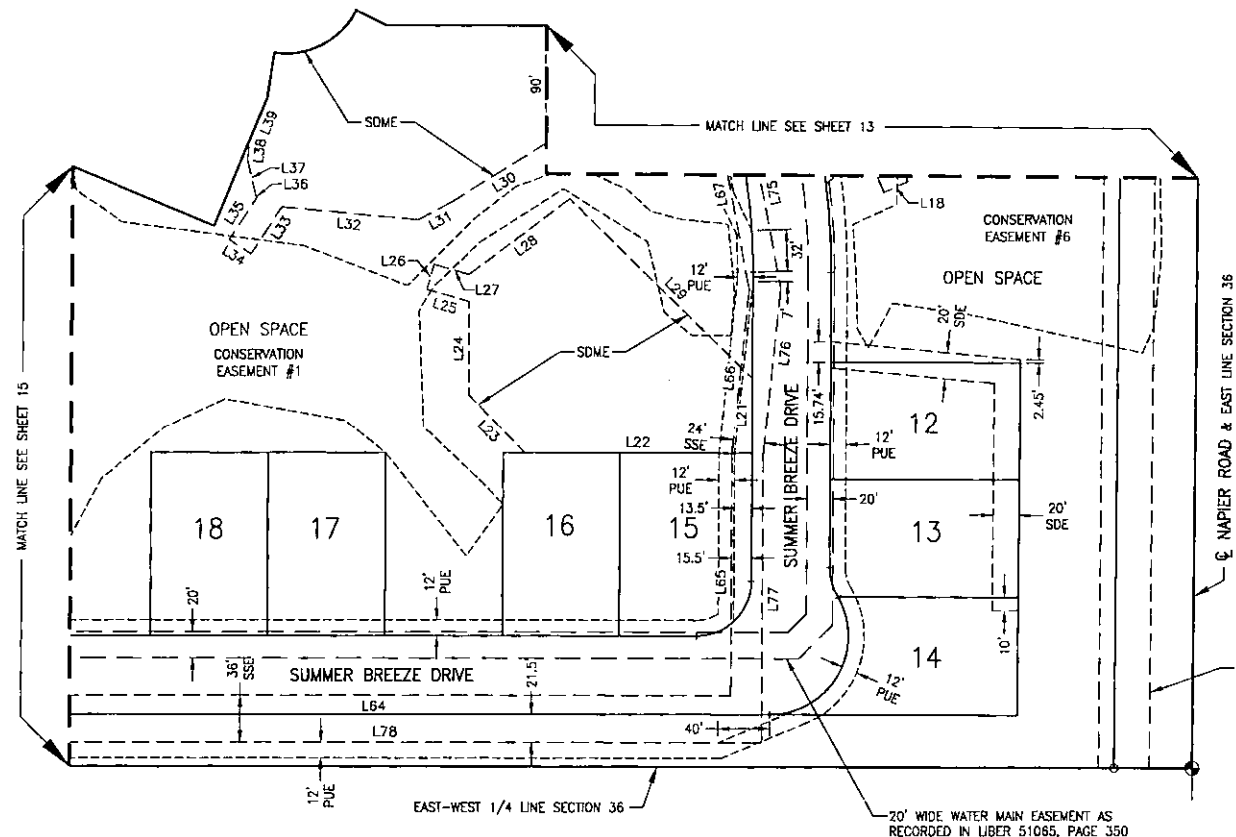
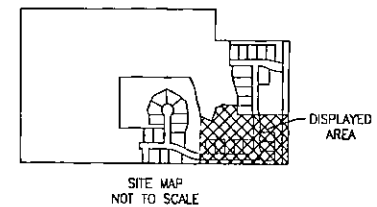
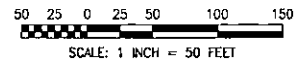
DATE 06-05-2020

PLATTING INFORMATION

SHEET NO.

13

EASEMENT PLAN



LINE TABLE		
LINE	BEARING	DISTANCE
L18	S66°39'33"W	20.00'
L21	S00°12'11"W	57.53'
L22	N89°47'49"W	175.23'
L23	N43°37'00"W	61.68'
L24	N00°00'00"E	71.45'
L25	N74°00'03"W	33.83'
L26	N16°16'33"E	20.00'
L27	S73°43'27"E	28.04'
L28	N53°08'01"E	96.51'
L29	S45°37'04"E	196.97'
L30	S58°13'24"W	85.93'
L31	S62°29'35"W	28.71'
L32	N84°28'04"W	104.85'
L33	S33°28'37"W	42.95'

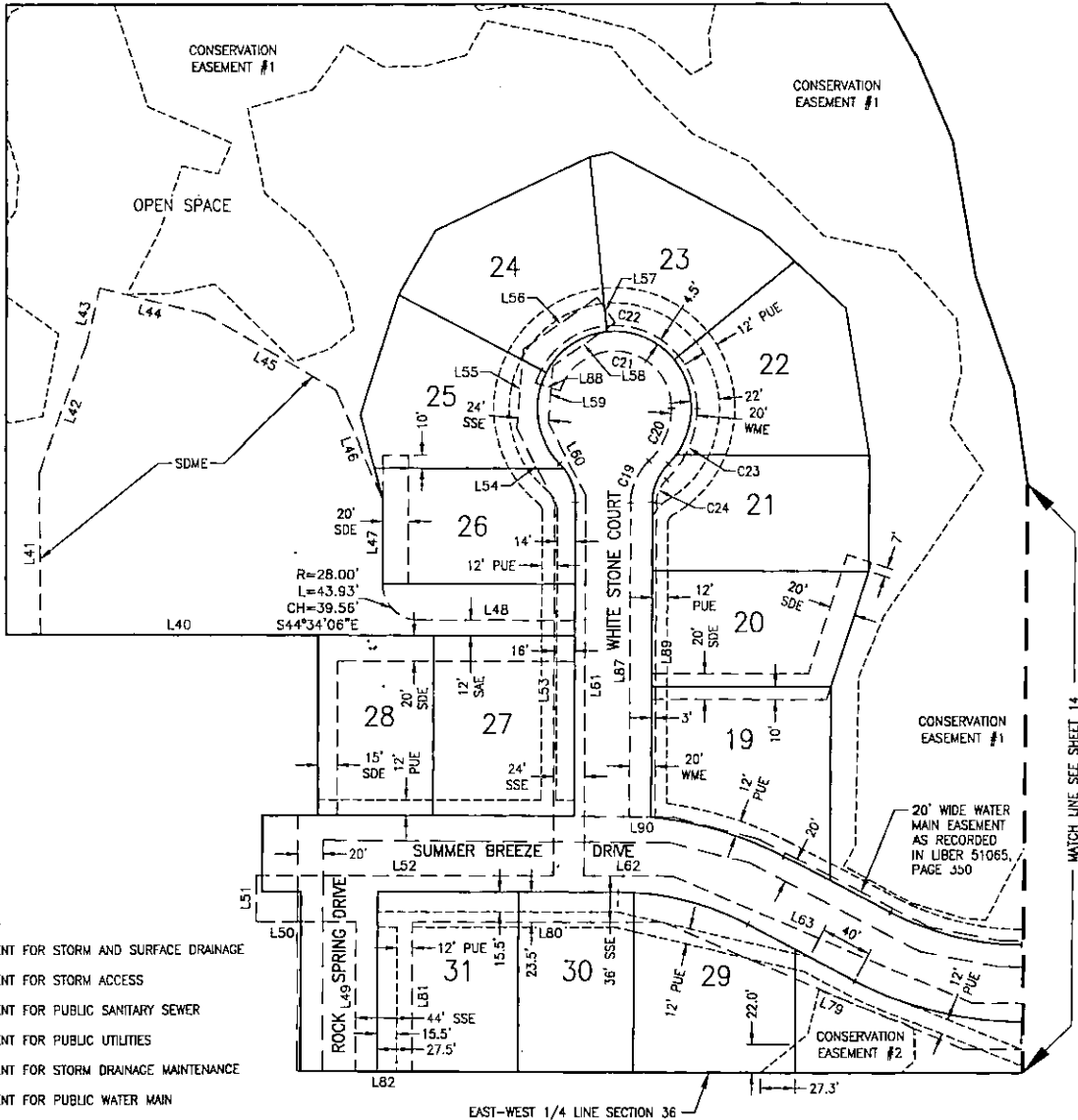
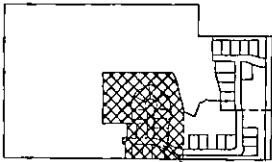
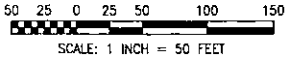
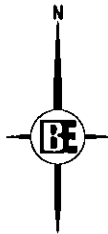
LINE TABLE		
LINE	BEARING	DISTANCE
L34	N56°32'11"W	20.00'
L35	N33°28'37"E	38.88'
L36	N56°33'58"W	1.25'
L37	N13°05'55"W	28.75'
L38	N07°36'10"E	15.94'
L39	N22°42'58"E	33.88'
L64	S89°49'33"E	548.79'
L65	N00°12'11"E	185.05'
L66	N05°59'34"E	126.59'
L67	N10°53'10"W	168.00'
L75	S10°53'10"E	169.23'
L76	S05°58'34"W	128.94'
L77	S00°12'11"W	219.82'
L78	N89°49'33"W	580.01'

- | <u>LEGEND:</u> | |
|----------------|---|
| 9 | UNIT NUMBER |
| LS | LINE NUMBER |
| SDE | PRIVATE EASEMENT FOR STORM AND SURFACE DRAINAGE |
| SAE | PRIVATE EASEMENT FOR STORM ACCESS |
| SSE | PRIVATE EASEMENT FOR PUBLIC SANITARY SEWER |
| PUE | PRIVATE EASEMENT FOR PUBLIC UTILITIES |
| SDME | PRIVATE EASEMENT FOR STORM DRAINAGE MAINTENANCE |
| WME | PRIVATE EASEMENT FOR PUBLIC WATER MAIN |

PROPOSED AS OF JUNE 05, 2020
UNITS 1-31 MUST BE BUILT

	
Engineers Surveyors Planners Landscape Architects 3121 E. GRAND RIVER AVE. HOWELL, MI. 48843 800.246.6735 FAX 517.548.1670	
CLIENT	DIVERSE REAL ESTATE LLC
PROJECT	WINDRIDGE <i>ESTATES</i>
TITLE	EASEMENT PLAN
	
DESIGNED BY:	TF
DRAWN BY:	LW/WRW
CHECKED BY:	ACB
SCALE	1" = 50'
JOB NO.	14-414
DATE	06-05-2020
PLOTTING INFORMATION	
SHEET NO. 14	

EASEMENT PLAN



LINE TABLE		
LINE	BEARING	DISTANCE
L40	N89°49'36\"W	216.67'
L41	N00°33'12\"W	125.88'
L42	N20°22'58\"E	107.11'
L43	N13°21'15\"E	43.80'
L44	S76°05'01\"E	85.57'
L45	S59°38'35\"E	118.95'
L46	S23°26'11\"E	92.55'
L47	S00°10'27\"W	65.00'
L48	S89°49'33\"E	122.15'
L49	N00°10'27\"E	116.50'
L50	N89°49'33\"W	78.00'
L51	N00°10'27\"E	36.00'
L52	S89°49'33\"E	231.85'
L53	N00°10'27\"E	290.74'
L54	N27°33'50\"W	64.35'
L55	N04°36'58\"E	61.92'

LINE TABLE		
LINE	BEARING	DISTANCE
L56	N54°56'17\"E	70.29'
L57	S35°03'43\"E	24.00'
L58	S54°56'17\"W	59.01'
L59	S04°36'58\"W	43.72'
L60	S27°33'50\"E	63.35'
L61	S00°10'27\"W	296.67'
L62	S89°49'33\"E	69.04'
L63	S67°04'36\"E	253.43'
L79	N67°04'36\"W	253.43'
L80	N89°49'33\"W	195.65'
L81	S00°10'27\"W	116.50'
L82	N89°49'33\"W	44.00'
L87	N00°10'27\"E	244.14'
L88	N72°10'53\"W	20.00'
L89	S00°10'27\"W	244.25'
L90	N89°29'22\"W	20.00'

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C19	36.73'	45.00'	46°45'52\"	N23°33'23\"E	35.72'
C20	44.89'	55.00'	46°45'52\"	N23°33'23\"E	43.65'
C21	126.10'	44.50'	162°21'20\"	N81°00'13\"W	87.95'
C22	182.77'	64.50'	162°21'20\"	S81°00'13\"E	127.47'
C23	61.21'	75.00'	46°45'52\"	S23°33'23\"W	59.53'
C24	20.40'	25.00'	46°45'52\"	S23°33'23\"W	19.84'

- LEGEND:
- 9 UNIT NUMBER
 - L5 LINE NUMBER
 - C5 CURVE NUMBER
 - SDE PRIVATE EASEMENT FOR STORM AND SURFACE DRAINAGE
 - SAE PRIVATE EASEMENT FOR STORM ACCESS
 - SSE PRIVATE EASEMENT FOR PUBLIC SANITARY SEWER
 - PUE PRIVATE EASEMENT FOR PUBLIC UTILITIES
 - SDME PRIVATE EASEMENT FOR STORM DRAINAGE MAINTENANCE
 - WME PRIVATE EASEMENT FOR PUBLIC WATER MAIN

REBOSS
Engineering
Engineers Surveyors Planners Landscape Architects
3121 E. GRAND RIVER AVE.
HOWELL, MI. 48843
800.246.6735 FAX 517.548.1670

DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
EASEMENT PLAN



DESIGNED BY: TE
DRAWN BY: LW/WRW
CHECKED BY: AEB
SCALE: 1" = 50'
JOB NO. 14-414
DATE: 06-05-2020
PLOTING INFORMATION

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2021 SEP 30 PM 1:16

LIBER 56947 PAGE 721
\$21.00 MISC RECORDING
\$4.00 REMONUMENTATION
\$5.00 AUTOMATION
10/05/2021 11:57:00 AM RECEIPT# 186383
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

**FIRST AMENDMENT TO MASTER DEED
OF
WINDRIDGE ESTATES**

DIVERSE REAL ESTATE LLC, a Michigan limited liability company, whose address is 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315, being the Developer of Windridge Estates, a residential condominium project located in the Township of Lyon, County of Oakland, State of Michigan, established pursuant to the Master Deed thereof recorded in Liber 54718, Page 233, Oakland County Records (the "Master Deed"), and designated as Oakland County Condominium Subdivision Plan No. 2312, hereby amends the Master Deed pursuant to Article VIII, Section (c) thereof for the purpose set forth herein. Upon the recording of this First Amendment to Master Deed in the office of the Oakland County Register of Deeds, the Master Deed, including the Bylaws attached thereto as Exhibit A and recorded as aforesaid, will be amended as follows:

1. Article VII, Section (q) of the Master Deed is hereby amended and restated in its entirety to read as follows:

(q) The Condominium is subject to a Stormwater Management Agreement (the "Stormwater Management Agreement"), which provides for the ongoing maintenance and repair of the stormwater management facilities, including, but not limited to, storm sewer and detention basin facilities (collectively, the "Stormwater Facilities") located upon the Condominium. Pursuant to the Stormwater Management Agreement, the Association is responsible for the maintenance and repair of the Stormwater Facilities. The costs of such maintenance and repair are assessable against all Co-owners in accordance with Article II of the Bylaws. If the Association does not keep the Stormwater Facilities in reasonable order and condition, or complete maintenance activities in accordance with the Stormwater Management Agreement, or the required maintenance or repairs within the specified time frames, the Township is authorized, but not required, to perform the specified inspections, maintenance or repairs in order to preserve the intended functions of the Stormwater Facilities and prevent the Stormwater Facilities from becoming a threat to public health, safety, general welfare or the environment. Further, in the case of an emergency, as determined by the Township, no notice shall be required prior to the Township performing emergency maintenance or repairs. In either event, the Township shall levy the costs and expenses of such inspections, maintenance or repairs against the Association, plus an administrative fee in the amount of twenty-five percent (25%) of the cost and expenses. The Township at the time of entering the Condominium for the purpose of maintenance or

48

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21-36-201-000-ent

repair may file a notice of lien in the office of the Register of Deeds for Oakland County upon the Condominium

2 A new Section (r) is hereby added to the end of Article VII of the Master Deed, to read as follows

(r) Developer reserves the right to expand and enlarge the "easements" described above by amending this Master Deed and the Plan attached as **Exhibit B** pursuant to the right of amendment reserved in Article VIII, Section (c) without the consent of any Co-owner or Mortgagee

3 Pursuant to the approval of the Lyon Township Board of Trustees on September 7, 2021, Article VI, Section 3, subsection (b)(11) of the Bylaws is hereby amended and restated in its entirety to read as follows

(11) Front elevation, excluding windows, doors and boxouts, shall be brick or stone, on side and rear elevations, brick shall be provided up to the bottom of the first floor windows

1 On all elevations except craftsman/farmhouse, the front façade shall be a minimum of fifty percent (50%) brick or stone

2 Craftsman/farmhouse elevations shall provide a minimum height of three (3) feet of brick or stone on all front, side and rear elevations

4 Pursuant to the approval of the Lyon Township Board of Trustees on September 7, 2021, a new sentence is hereby added to the end of Article VI, Section 3, subsection (c)(11) of the Bylaws, to read as follows

Notwithstanding the foregoing, Developer, in its sole discretion, may elect to reduce the rear yard setback of any Unit contiguous to the ITC corridor to less than thirty-five (35) feet (including a rear yard setback of zero)

5 Article VI, Section 3, subsection (d) of the Bylaws is hereby amended and restated in its entirety to read as follows

(d) Upon the completion of a Residence within any Unit, the Owner thereof shall, subject to all applicable municipal ordinances, cause the Unit to be finish graded and sodded, cause an irrigation system to be installed within the Unit and cause the Unit to be suitably landscaped as soon after completion as weather permits. All landscaping in the Project shall be of an aesthetically pleasing nature and shall be well-maintained at all times. Notwithstanding anything to the contrary herein, basic landscaping, including finish grading and the laying of sod or, if approved by Developer, seeding or hydroseeding, and including irrigation, must be completed within ninety (90) days of the later of the closing on the Unit and Township approval of the final grade of the Unit, weather permitting, and if weather does not so permit, then as soon as thereafter as weather permits, and otherwise conform to plans prepared by the Owner and approved by Developer, but in no event shall such basic landscaping be required to be completed earlier

than July 15th of a year if the closing on the Unit occurred during the period commencing on November 1st of the immediately preceding calendar year and ending April 15th of the year in question. Notwithstanding the foregoing, if the Unit is finish graded and sodded or, if approved by Developer, seeded or hydroseeded, and an irrigation system is installed, then basic landscaping must be completed within ninety (90) days of the later of (i) the completion of finish grading and sod installation or, if approved by Developer, seeding or hydroseeding, and irrigation system installation, and (ii) the closing on the Unit, weather permitting, and if weather does not so permit, then as soon thereafter as weather permits, and otherwise conform to plans prepared by the Owner and approved by Developer, but in no event shall such basic landscaping be required to be completed earlier than July 15th of a year if the closing on the Unit occurred during the period commencing on November 1st of the immediately preceding calendar year and ending April 15th of the year in question. Use of seed and hydroseed is expressly prohibited unless approved by Developer. Each Unit shall have a minimum of a \$5,000 market value landscape package (excluding the cost of finish grading and sod installation or, if approved by Developer, seeding or hydroseeding, and the cost of irrigation system installation) installed in the front of the Residence within the Unit, visible from the street on which the Residence is addressed. Plans and estimates for the landscape package shall be approved by Developer pursuant to Article VI, Section 2, above.

6 In all other respects, other than as hereinabove indicated, the Master Deed, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B and recorded as aforesaid, is hereby ratified and confirmed.

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Dated this 28th day of SEPTEMBER, 2021

DIVERSE REAL ESTATE LLC, a Michigan
limited liability company

By _____

Name _____

Its _____

Anthony Lombardo

Authorized Rep.

STATE OF MICHIGAN)

) ss

COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 28th day of September, 2021, by Anthony Lombardo, the Authorized Rep of Diverse Real Estate LLC, a Michigan limited liability company, on behalf of the limited liability company

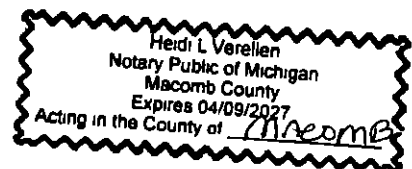
Heidi L Verellen

Heidi L Verellen, Notary Public

Macomb County, Michigan

My commission expires 4-9-27

Acting in Macomb County, Michigan



PREPARED BY AND WHEN RECORDED RETURN TO

Brandon J Muller
Clark Hill PLC
151 South Old Woodward Avenue, Suite 200
Birmingham, Michigan 48009

[Signature Page to First Amendment to Master Deed of Windridge Estates]

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2021 DEC 21 PM 1:45

282961 Liber 57229 Page 499 thru 500
12/29/2021 10:12:56 AM Receipt #000224599
\$21.00 Misc Recording
\$4.00 Remonumentation
\$5.00 Automation
\$0.00 Transfer Tax
UCC #
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

**SECOND AMENDMENT TO MASTER DEED
OF
WINDRIDGE ESTATES**

DIVERSE REAL ESTATE LLC, a Michigan limited liability company, whose address is 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315, being the Developer of Windridge Estates, a residential condominium project located in the Township of Lyon, County of Oakland, State of Michigan, established pursuant to the Master Deed thereof recorded in Liber 54718, Page 233, Oakland County Records, as amended by that certain First Amendment to Master Deed recorded in Liber 56947, Page 721, Oakland County Records (collectively, the "Master Deed"), and designated as Oakland County Condominium Subdivision Plan No. 2312, hereby amends the Master Deed pursuant to Article VIII thereof for the purpose set forth herein. Upon the recording of this Second Amendment to Master Deed in the office of the Oakland County Register of Deeds, the Master Deed, including the Bylaws attached thereto as Exhibit A and recorded as aforesaid, will be amended as follows:

1. The second sentence of Article II, Section 2, subsection (a) of the Bylaws is hereby amended and restated in its entirety to read as follows:

An adequate reserve fund for major repairs and replacements of those Common Elements which the Association is responsible for repairing and replacing under the Master Deed shall be established in the budget and must be funded by regular payments as set forth in Section 3 below rather than by special assessments; provided, however, that upon the transfer of ownership of any Unit, including transfers of ownership pursuant to a land contract but excluding transfers of ownership between related parties for nominal consideration (e.g., transfers for estate planning purposes or transfers to include or exclude a joint tenant Co-owner), the new Co-owner of such Unit shall be responsible for, and the Association shall be entitled to assess and collect, a one-time initial capital contribution to the reserve fund equal to twenty-five percent (25%) of the then-current annual assessments payable by Co-owners at the time of the transfer of ownership.

2. In all other respects, other than as hereinabove indicated, the Master Deed, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B and recorded as aforesaid, is hereby ratified and confirmed.

OK - AB

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

21-36-201-000-ent

OK - RC

Dated this 20th day of December, 2021.

DIVERSE REAL ESTATE LLC, a Michigan
limited liability company

By: _____

Name: Anthony Lombardo

Its: Authorized Agent

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 20th day of December, 2021,
by Anthony Lombardo, the Authorized Agent of Diverse Real Estate LLC, a Michigan limited
liability company, on behalf of the limited liability company.

Mark Paul Poebuck
Mark Paul Poebuck, Notary Public
OAKLAND County, Michigan
My commission expires: 7/8/2023
Acting in MACOMB County, Michigan

PREPARED BY AND WHEN RECORDED RETURN TO:

Brandon J. Muller
Clark Hill PLC
151 South Old Woodward Avenue, Suite 200
Birmingham, Michigan 48009

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS
2022 APR 14 PM 1:39

368668 Liber 57696 Page 442 thru 443
4/18/2022 3:38:22 PM Receipt #000287972
\$21.00 Misc Recording
\$4.00 Remonumentation
\$5.00 Automation
\$0.00 Transfer Tax
UCC #
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

**THIRD AMENDMENT TO MASTER DEED
OF
WINDRIDGE ESTATES**

DIVERSE REAL ESTATE LLC, a Michigan limited liability company, whose address is 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315, being the Developer of Windridge Estates, a residential condominium project located in the Township of Lyon, County of Oakland, State of Michigan, established pursuant to the Master Deed thereof recorded in Liber 54718, Page 233, Oakland County Records, as amended by that certain First Amendment to Master Deed recorded in Liber 56947, Page 721, Oakland County Records, and as further amended by that certain Second Amendment to Master Deed recorded in Liber 57229, Page 499, Oakland County Records (collectively, the "Master Deed"), and designated as Oakland County Condominium Subdivision Plan No 2312, hereby amends the Master Deed pursuant to Article VIII thereof for the purpose set forth herein. Upon the recording of this Third Amendment to Master Deed in the office of the Oakland County Register of Deeds, the Master Deed will be amended as follows

1 The first sentence of Article VII, Section (p) of the Master Deed is hereby amended and restated in its entirety to read as follows

Portions of Units 11-12, 16-20, 29, 42, 45, 47-48, 62, 67, 71, 78, 81-85 and 100-102 (the "Wetland Buffer Units") are occupied by a required 25-foot wide vegetated strip and construction and building setback, which must be maintained to the boundary of any regulated wetland

2 In all other respects, other than as hereinabove indicated, the Master Deed, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B and recorded as aforesaid, is hereby ratified and confirmed

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

21-36-201-000 Est

OK LB

1

OK - MH

Dated this 12TH day of April, 2022

DIVERSE REAL ESTATE LLC, a Michigan
limited liability company

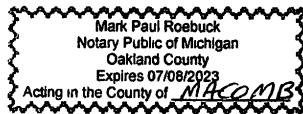
By: _____

Name Anthony Lombardo

Its: Authorized Agent

STATE OF MICHIGAN)
) ss
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 12TH day of April, 2022, by Anthony Lombardo, the Authorized Agent of Diverse Real Estate LLC, a Michigan limited liability company, on behalf of the limited liability company.



Mark Paul Roebuck
_____, Notary Public
OAKLAND County, Michigan
My commission expires: 7/8/2023
Acting in MACOMB County, Michigan

PREPARED BY AND WHEN RECORDED RETURN TO

Brandon J Muller
Clark Hill PLC
151 South Old Woodward Avenue, Suite 200
Birmingham, Michigan 48009

[Signature Page to Third Amendment to Master Deed of Windridge Estates]

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2022 APR 29 PM 2:00

OAKLAND COUNTY TREASURERS CERTIFICATE
This is to certify that there are no delinquent property
taxes as of this date owed to our office on this property.
No representation is made as to the status of any state, tax
tax liens or titles owed to any other entities.

PAID RECORDED - Oakland County, MI
MAY 06 2022 Clerk/Register of Deeds

5.00

ROBERT WITTENBERG, County Treasurer
Sec. 135, Act 206, 1893 as amended

2021/NOT EXAMINED
FOURTH AMENDMENT TO MASTER DEED
OF
WINDRIDGE ESTATES

DIVERSE REAL ESTATE LLC, a Michigan limited liability company, whose address is 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315, being the Developer of Windridge Estates, a residential condominium project located in the Township of Lyon, County of Oakland, State of Michigan (the "Condominium Project"), established pursuant to the Master Deed thereof recorded in Liber 54718, Page 233, Oakland County Records, as amended by that certain First Amendment to Master Deed recorded in Liber 56947, Page 721, Oakland County Records, and as further amended by that certain Second Amendment to Master Deed recorded in Liber 57229, Page 499, Oakland County Records, and as further amended by that certain Third Amendment to Master Deed recorded in Liber 57696, Page 442, Oakland County Records (collectively, the "Master Deed"), and designated as Oakland County Condominium Subdivision Plan No 2312, hereby amends the Master Deed for the purpose of expanding the Condominium Project by the addition of the land described in Paragraph 1 below and creating 71 new Units within such added land, being Units 32 through 102, both inclusive Upon the recording of this Fourth Amendment to Master Deed in the office of the Oakland County Register of Deeds, the Master Deed, including the Condominium Subdivision Plan attached thereto as Exhibit B and recorded as aforesaid, will be amended as follows:

1 The following land shall be added to the Condominium Project by this Fourth Amendment

LAND IN THE CHARTER TOWNSHIP OF LYON, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS

PART OF THE NORTHEAST 1/4 OF SECTION 36, T1N-R7E, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS. COMMENCING AT THE EAST 1/4 CORNER OF SECTION 36, THENCE ALONG THE EAST-WEST 1/4 LINE OF SECTION 36, N 89°49'33" W, 1427 66 FEET, TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING ALONG THE EAST-WEST 1/4 LINE OF SECTION 36, N 89°49'33" W, 1204 24 FEET TO THE CENTER OF SECTION 36, THENCE ALONG THE NORTH-SOUTH 1/4 LINE OF SECTION 36, N 00°02'04" E, 1487 10 FEET, THENCE S 89°49'49" E, 1916 23 FEET, THENCE S 00°26'28" W, 299 74 FEET, THENCE S 89°47'49" E, 140.06 FEET, THENCE S 00°12'11" W, 240.00 FEET, THENCE

S 89°47'49" E, 27.51 FEET, THENCE S 00°12'11" W, 110.00 FEET, THENCE S 16°45'23" E, 188.18 FEET; THENCE S 00°12'11" W, 90.00 FEET, THENCE N 89°47'49" W, 122.92 FEET, THENCE N 63°29'01" W, 25.99 FEET, THENCE SOUTHWESTERLY ALONG AN ARC RIGHT, HAVING A LENGTH OF 75.76 FEET, A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 72°21'01", AND A LONG CHORD WHICH BEARS S 62°41'29" W, 70.83 FEET, THENCE S 08°52'00" W, 35.00 FEET; THENCE S 22°42'58" W, 105.93 FEET; THENCE N 67°17'02" W, 118.01 FEET, THENCE N 08°28'49" W, 76.19 FEET, THENCE N 19°13'49" W, 90.00 FEET; THENCE N 09°43'39" W, 91.25 FEET, THENCE N 09°36'20" W, 16.18 FEET, THENCE N 23°01'53" W, 71.10 FEET, THENCE N 28°08'31" W, 47.15 FEET, THENCE S 89°59'57" W, 686.51 FEET, THENCE S 00°01'51" W, 489.90 FEET, THENCE S 89°49'33" E, 243.65 FEET, THENCE S 00°10'27" W, 140.00 FEET, THENCE N 89°49'33" W, 43.38 FEET, THENCE S 00°10'27" W, 60.00 FEET, THENCE S 89°49'33" E, 30.02 FEET, THENCE S 00°10'27" W, 140.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 53.38 ACRES, MORE OR LESS, AND SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD

21-36-200-041 NE 1/4

2. Notwithstanding the expansion of the Condominium Project by adding 71 new Units as described above, the Percentages of Value assigned to the Units shall be equal and the Percentages of Value for all Units is 100%

3 Amended Sheets 1 through 31, both inclusive, of Replat No. 1 of the Condominium Subdivision Plan of Windridge Estates, as attached hereto, shall replace and supersede Sheets 1 through 15, both inclusive, of the Condominium Subdivision Plan of Windridge Estates as previously recorded, and Sheets 1 through 15, both inclusive, of the Condominium Subdivision Plan of Windridge Estates as previously recorded shall be of no further force or effect

4 In all other respects, other than as hereinabove indicated, the Master Deed, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B and recorded as aforesaid, is hereby ratified and confirmed

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Dated this 28TH day of APRIL, 2022

DIVERSE REAL ESTATE LLC, a Michigan
limited liability company

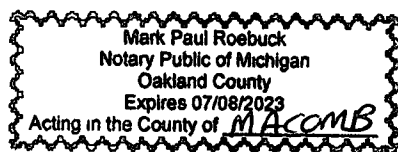
By _____

Name Anthony Lombardo

Its: Authorized Agent

STATE OF MICHIGAN)
) ss
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 28TH day of APRIL, 2022, by Anthony Lombardo, the Authorized Agent of Diverse Real Estate LLC, a Michigan limited liability company, on behalf of the limited liability company



Mark Paul Roebuck
_____, Notary Public
OAKLAND County, Michigan
My commission expires: 7/8/2023
Acting in MACOMB County, Michigan

PREPARED BY AND WHEN RECORDED RETURN TO.

Brandon J. Muller
Clark Hill PLC
151 South Old Woodward Avenue, Suite 200
Birmingham, Michigan 48009

[Signature Page to Fourth Amendment to Master Deed of Windridge Estates]

REPLAT NO. 1
OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 2312
EXHIBIT B TO THE MASTER DEED OF

WINDRIDGE ESTATES

A SITE CONDOMINIUM IN SECTION 36, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

DEVELOPER.

DIVERSE REAL ESTATE LLC
13901 23 MILE ROAD SUITE 200
SHELBY TOWNSHIP MICHIGAN 48315

CONDOMINIUM BOUNDARY

DESCRIPTION OF WINDRIDGE ESTATES

PART OF THE NORTHEAST 1/4 OF SECTION 36 T1N-R7E LYON TOWNSHIP OAKLAND COUNTY MICHIGAN MORE PARTICULARLY DESCRIBED AS FOLLOWS BEGINNING AT THE EAST 1/4 CORNER OF SECTION 36 THENCE ALONG THE EAST-WEST 1/4 LINE OF SECTION 36 N 89°49'33" W 2831.90 FEET TO THE CENTER OF SECTION 36 THENCE ALONG THE NORTH-SOUTH 1/4 LINE OF SECTION 36 N 00°02'04" E 1487.10 FEET THENCE S 89°49'49" E 1916.23 FEET THENCE S 00°26'28" W 299.74 FEET THENCE S 89°47'49" E 725.83 FEET TO THE CENTERLINE OF NAPIER RD (60 FOOT WIDE 1/2 WIDTH RIGHT OF WAY) THENCE ALONG THE CENTERLINE OF NAPIER ROAD (60 FOOT WIDE 1/2 WIDTH RIGHT OF WAY) AND THE EAST LINE OF SECTION 36 S 00°25'20" W 1187.15 FEET TO THE POINT OF BEGINNING CONTAINING 85.03 ACRES MORE OR LESS AND SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EXISTING NAPIER ROAD ALSO SUBJECT TO ANY OTHER EASEMENTS AND RESTRICTIONS OF RECORD

NOTE: THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED AS PART OF THE CONSTRUCTION PERMIT APPLICATION WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

DRAWING INDEX	
SHEET NO	DESCRIPTION
1	COVER SHEET
2	SURVEY PLAN
3	COMPOSITE PLAN
4-10	SITE PLAN
11-17	UTILITY PLAN
18-24	UNIT AREAS & PERIMETER PLAN
25-31	EASEMENT PLAN

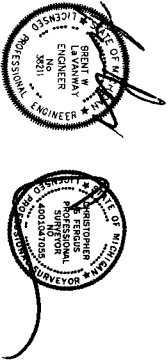
NOTES

ALL UTILITY STRUCTURES AND IMPROVEMENTS SHOWN
EITHER HAVE BEEN CONSTRUCTED OR MUST BE BUILT ON
UNITS 1-31 AND NEED NOT BE BUILT ON UNITS 32-102

PREPARED BY.

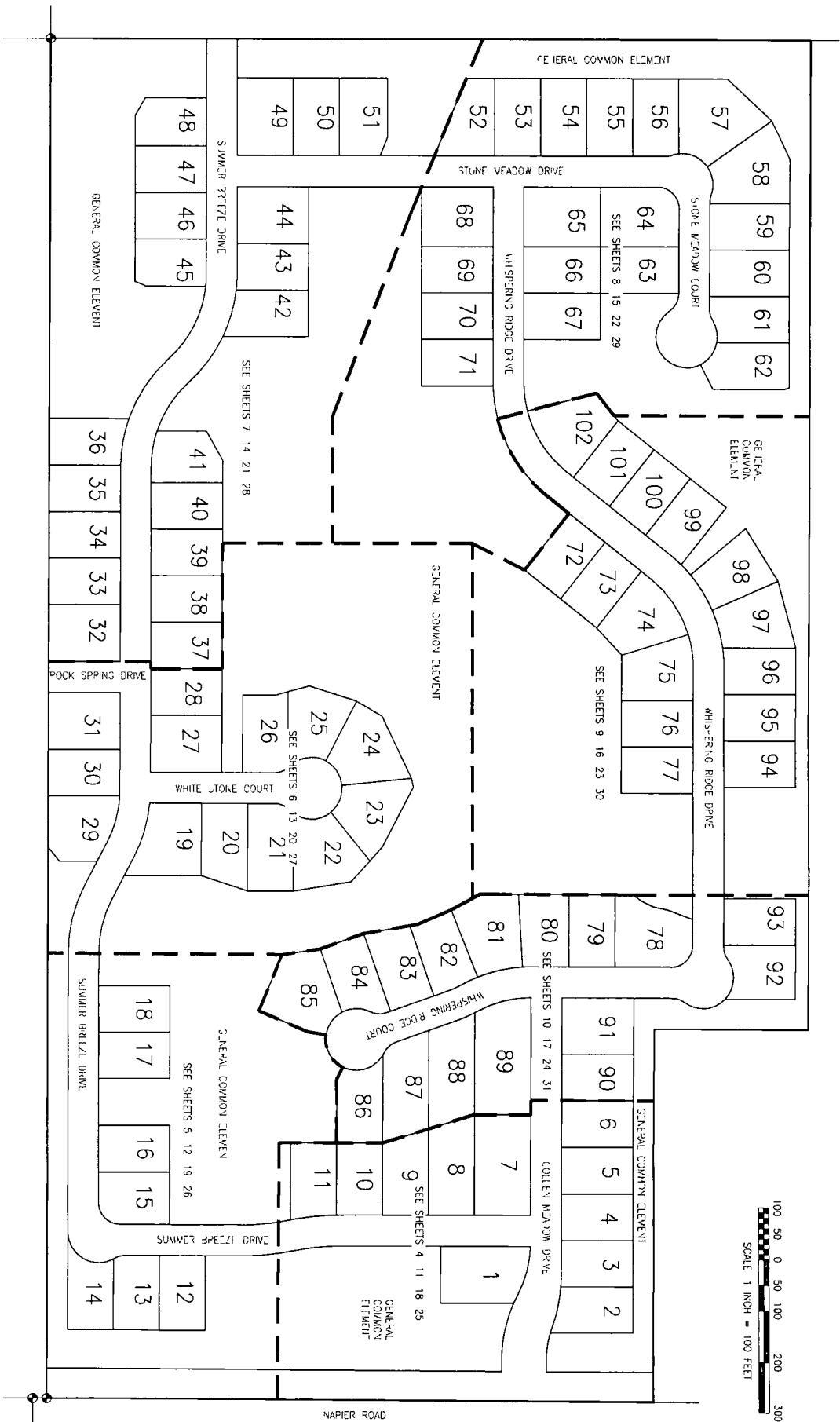


Engineers Surveyors Planners Landscape Architects
3121 E GRAND RIVER AVE
HOWELL, MI 48843
800 246 6735 FAX 517 548 1670



PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

COMPOSITE PLAN



LEGEND.
UNIT NUMBER
9
SHEET MATCH LINE

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

SHEET NO
3

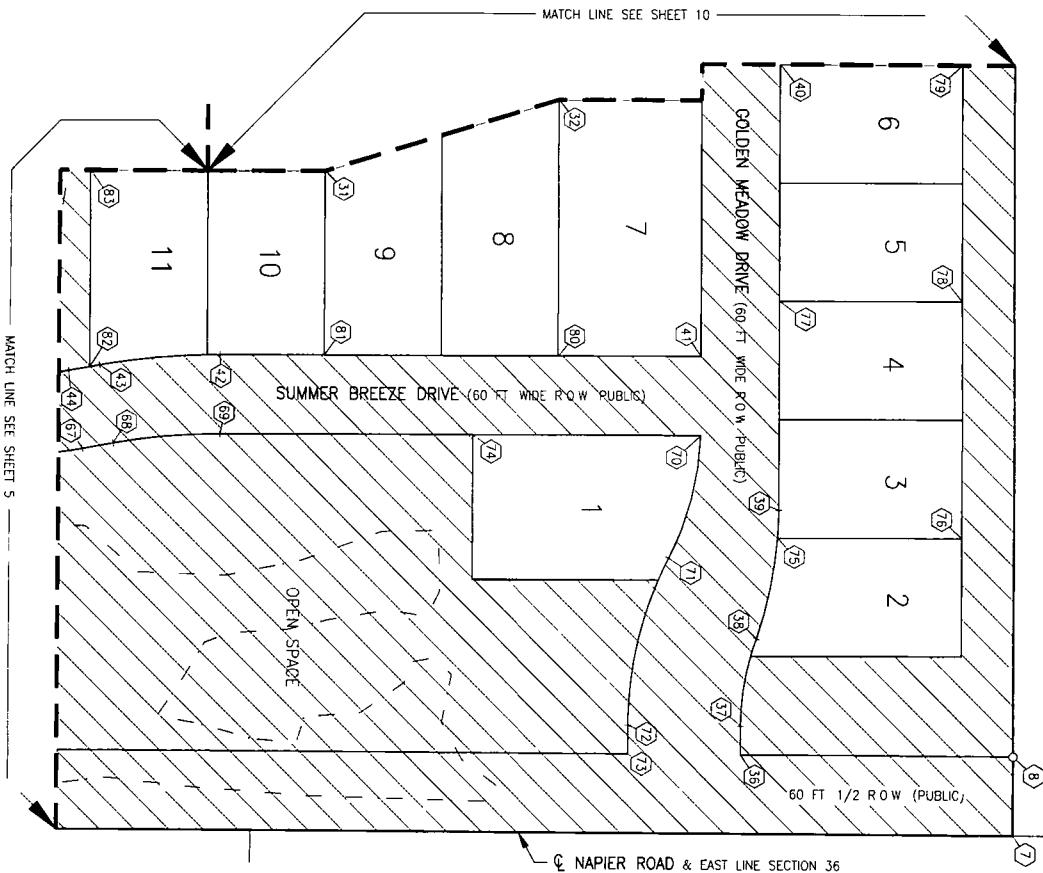
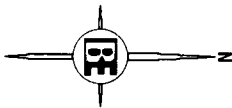
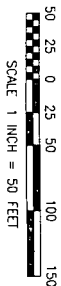


CLIENT
PROJECT
TITLE

DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
COMPOSITE PLAN

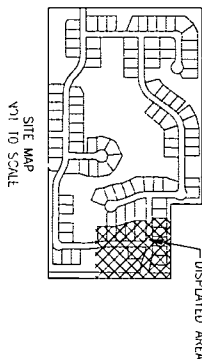
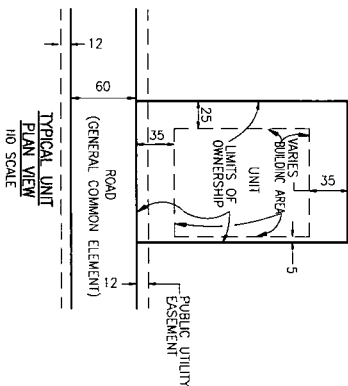
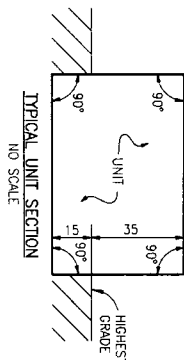
BEBOSS
Engineering
Engineers Surveyors Planners Landscape Architects
3121 E GRAND RIVER AVE
HOWELL MI 48843
800 246 6735 FAX 517 548 1670

SITE PLAN



- 9 UNIT NUMBER
- 3 GENERAL COMMON ELEMENT
- WETLAND BOUNDARY

LEGEND
DENOTES CONCRETE MONUMENT
4 DIAMETER, 36 LONG
ENCASING 1/2" IRON ROD

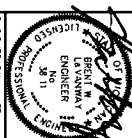


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NO	NORTHING	EASTING	NO	NORTHING	EASTING
7	345680.97	13343162.60	69	345071.92	13342857.07
8	345681.18	13343102.60	70	345441.92	13342858.38
31	345152.76	13342657.35	71	345417.10	13342951.80
32	345332.95	13342603.10	72	345385.54	13343078.41
36	345472.20	13343101.06	73	345385.38	13343100.42
37	345472.36	13343079.19	74	345266.22	13342857.75
38	345484.68	13343012.91	75	345500.87	13342936.19
39	345501.85	13342915.02	76	345641.77	13342936.69
40	345503.05	13342576.19	77	345502.41	13342756.19
41	345442.26	13342798.38	78	345642.41	13342756.69
42	345072.14	13342797.07	79	345643.05	13342576.69
43	344979.68	13342804.86	80	345332.26	13342797.99
44	344955.85	13342808.99	81	345152.26	13342797.35
67	344956.10	13342868.11	82	344972.23	13342806.15
68	344989.94	13342863.98	83	344972.76	13342656.71

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
SITE PLAN

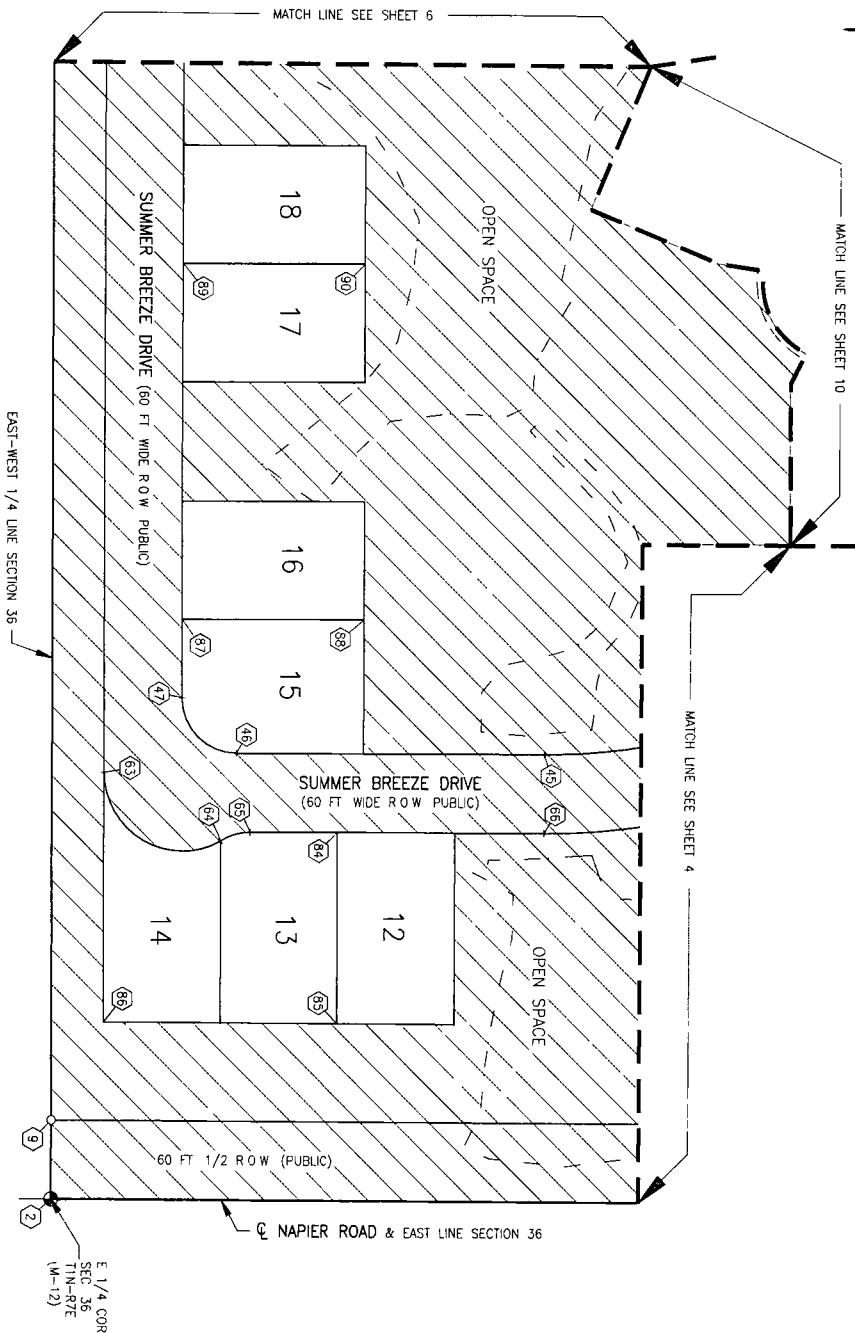
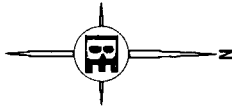
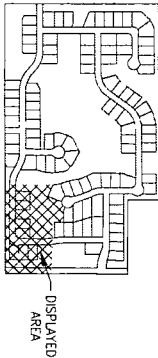
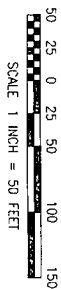
BEBOSS
Engineering
Engineers Surveyors Planners Landscape Architects
3121 E GRAND RIVER AVE
HOWELL MI 48843
800 246 6735 FAX 517 548 1670



DRAWN BY: TE
CHECKED BY: DDB
SCALE: 1" = 50'
JOB NO: 14-414
DATE: 03-21-2022
SHEET INFORMATION

4

SITE PLAN



LIST OF COORDINATES

NO	NORTHING	EASTING
2	344493.85	13343153.85
9	344494.04	13343093.86
45	344873.86	13342815.91
46	344636.86	13342815.07
47	344595.01	13342772.94
63	344534.84	13342829.40
64	344624.75	13342881.60
85	344647.38	13342875.10

LIST OF COORDINATES

NO	NORTHING	EASTING
66	344873.65	13342875.90
84	344714.77	13342875.34
85	344714.26	13343020.58
86	344534.26	13343019.25
87	344595.19	13342713.46
88	344725.24	13342713.96
89	344596.01	13342442.92
90	344736.01	13342443.35

LEGEND

DENOTES CONCRETE MONUMENT

4 DIAMETER 36" LONG

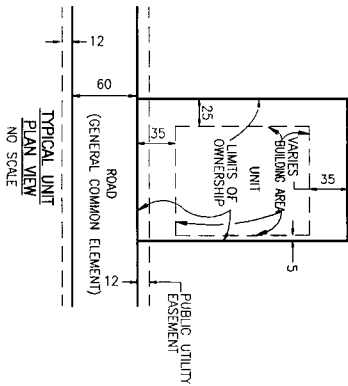
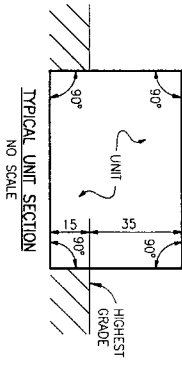
ENCASING 1/2" IRON ROD

UNIT NUMBER

GENERAL COMMON ELEMENT

COORDINATE NUMBER

WETLAND BOUNDARY



DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
SITE PLAN

BEBOSS Engineering
Engineers Surveyors Planners Landscape Architects
3121 E GRAND RIVER AVE
HOWELL MI 48843
800 246 6735 FAX 517 548 1670

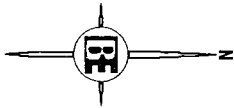
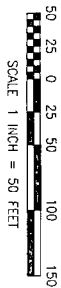
CLIENT
PROJECT
DATE

5

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

5

SITE PLAN



MATCH LINE SEE SHEET 9

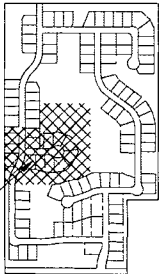
MATCH LINE SEE SHEET 8

OPEN SPACE

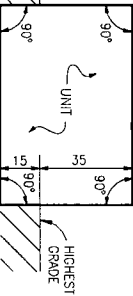
MATCH LINE SEE SHEET 7

MATCH LINE SEE SHEET 10

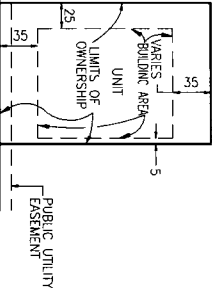
MATCH LINE SEE SHEET 5



TYPICAL UNIT SECTION
NO SCALE



TYPICAL UNIT PLAN VIEW
NO SCALE



LEGEND

- DENOTES CONCRETE MONUMENT
- 4" DIAMETER 3/8" LONG ENCASED 1/2" IRON ROD
- 9 UNIT NUMBER
- 3 GENERAL COMMON ELEMENT
- WETLAND BOUNDARY

LIST OF COORDINATES		
NO	NORTHING	EASTING
10	344498.19	13341726.20
11	344638.19	13341726.63
14	344698.15	13341740.16
15	344838.15	13341740.59
48	344596.48	13342288.77
49	344621.63	13342187.29
50	344665.43	13342103.73
51	344696.19	13342000.16
52	344971.33	13342000.90
53	344971.04	13342013.35
54	344971.30	13341928.64
55	344941.51	13341940.90
56	344697.54	13341940.16
57	344498.01	13341786.20
58	344638.01	13341786.63
59	344637.44	13341974.40

LIST OF COORDINATES		
NO	NORTHING	EASTING
60	344612.29	13342075.87
61	344568.49	13342159.44
62	344536.48	13342288.56
91	344798.15	13342000.47
92	344797.73	13342140.47
93	344978.10	13342019.44
94	344977.64	13342170.19
95	345073.37	13341965.19
96	345209.24	13341951.69
97	344967.67	13341931.86
98	344968.12	13341784.19
99	344697.88	13341830.16
100	344837.88	13341830.59
101	344637.05	13341986.82
102	344497.40	13341986.40

DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
SITE PLAN

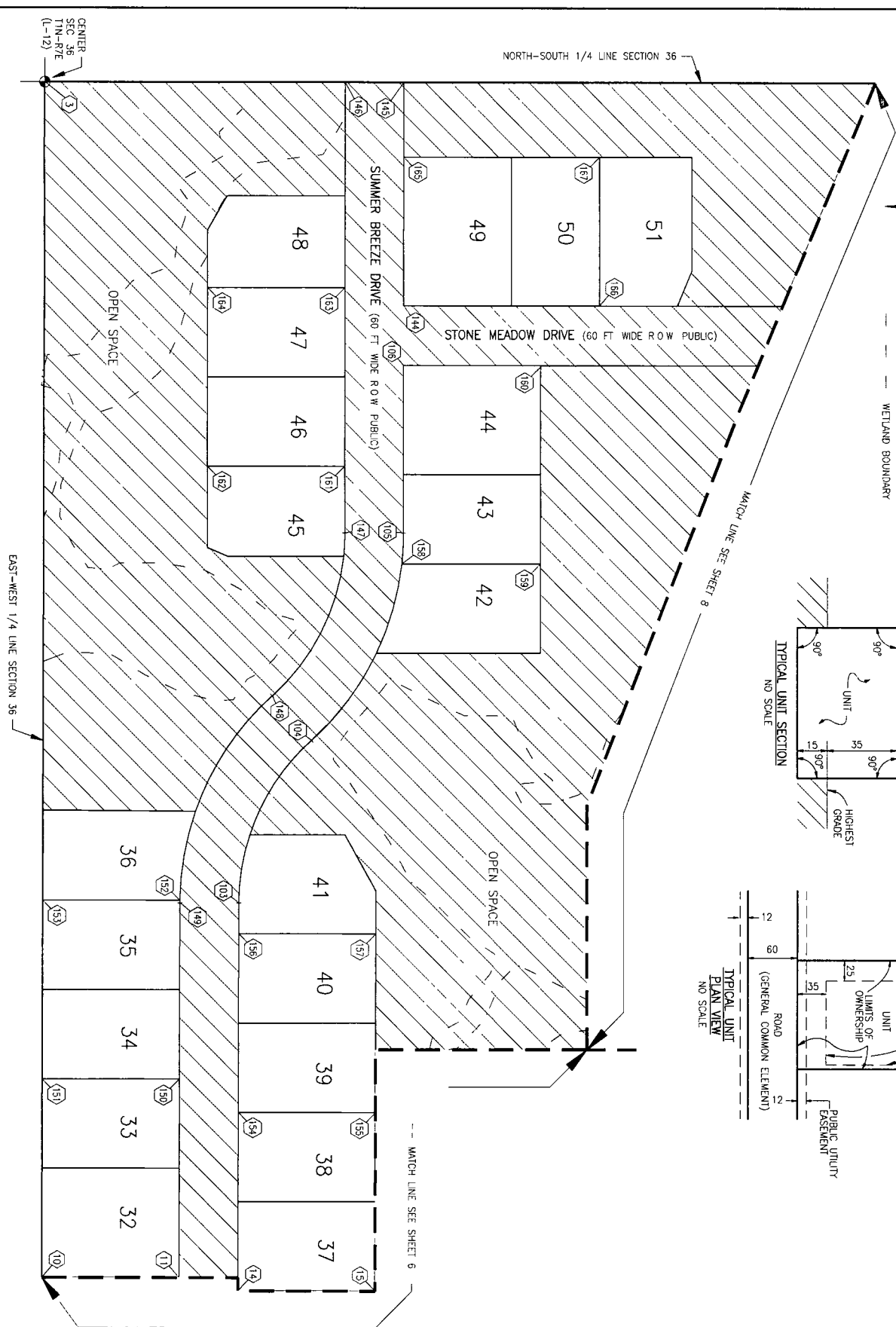
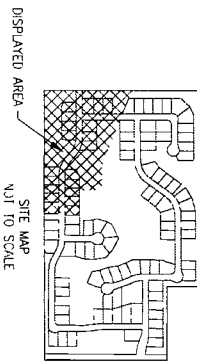
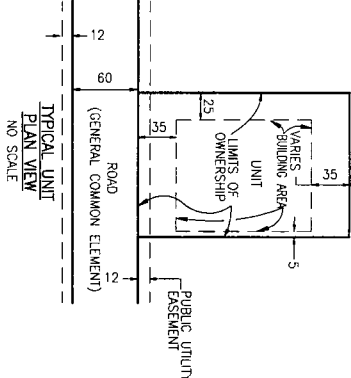
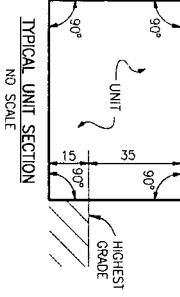
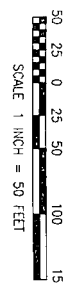
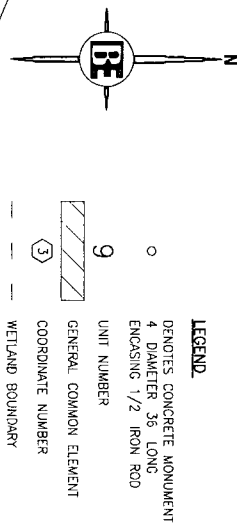
BEBOSS Engineering
Engineers Surveyors Planners Landscape Architects
3121 E. GRAND RIVER AVE
HOWELL MI 48843
800 246 6735 FAX 517 548 1670

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

CLIENT	DIVERSE REAL ESTATE LLC
PROJECT	WINDRIDGE ESTATES
DATE	03-21-2022
BY	BEBOSS ENGINEERING
CHECKED BY	BEBOSS ENGINEERING
DATE	03-21-2022
NOTING INFORMATION	
SHEET NO	6

SITE PLAN

LEGEND



LIST OF COORDINATES	
NO	
NORTHING	EASTING
3	344501 85 13340521 96
10	344498 19 13341726 20
11	344638 19 13341726 63
14	344698 15 13341740 16
15	344838 15 13341740 59
103	344699 34 13341349 19
104	344773 30 13341185 31
105	344867 44 13340976 07
106	344867 54 13340807 18
144	344867 58 13340747 18
145	344867 71 13340522 18
146	344807 71 13340522 15
147	344807 44 13340976 03
148	344733 47 13341140 44
149	344639 34 13341349 00
150	344638 80 13341526 63
151	344498 80 13341526 20
152	344639 35 13341346 63
153	344499 35 13341346 20
154	344698 70 13341560 16
155	344838 70 13341560 59
156	344699 25 13341380 16
157	344839 24 13341380 59
158	344865 69 13341007 18
159	345007 42 13341007 27
160	345007 54 13340807 27
161	344807 49 13340909 04
162	344667 46 13340908 95
163	344807 59 13340729 04
164	344667 59 13340728 95
165	344867 67 13340597 18
166	345067 58 13340747 30
167	345067 67 13340597 30

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

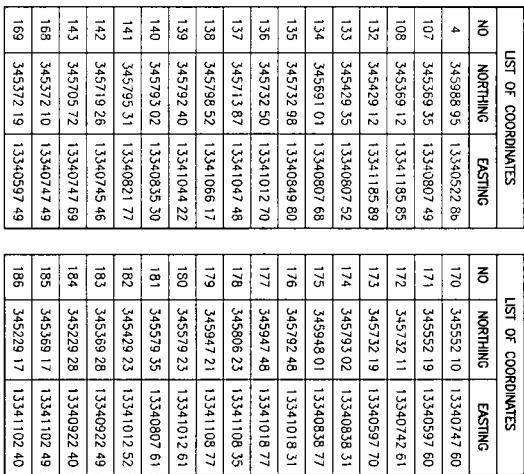
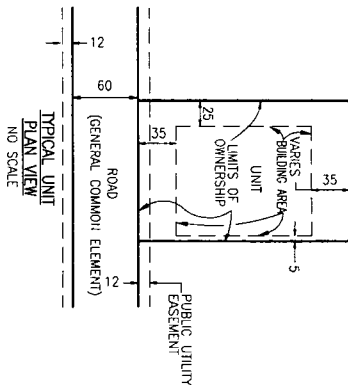
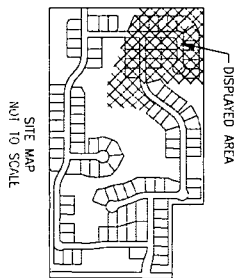
BEBOSS Engineering
Engineers Surveyors Planners Landscape Architects
3121 E GRAND RIVER AVE
HOWELL MI 48843
800 246 6735 FAX 517 548 1670

DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
SITE PLAN

CLIENT PROJECT TITLE
DRAWN BY: TE
CHECKED BY: DBB
SCALE: 1" = 50'
JOB NO: 14-414
DATE: 03-21-2022
NOTING INFORMATION
9" (11" x 17")
7

50 25 0 25 50 100 150

SCALE 1 INCH = 50 FEET



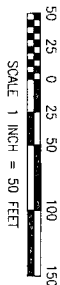
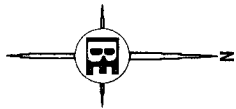
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108	345429.12	13341185.85	
132	345429.12	13341185.89	
133	345429.35	13340807.52	
134	345691.01	13340807.66	
135	345732.98	13340849.80	
136	345732.50	13341012.70	
137	345713.87	13341047.48	
138	345798.52	13341066.17	
139	345792.40	13341044.22	
140	345793.02	13340835.30	
141	345795.31	13340821.77	
142	345719.26	13340745.46	
143	345705.72	13340747.69	
166	345372.10	13340747.49	
169	345372.19	13340507.49	

LIST OF COORDINATES			
NO	NORTHING	EASTING	
170	345552.10	13340747.60	
171	345552.19	13340747.61	
172	345732.11	13340492.62	
173	345732.19	13340597.70	
174	345793.02	13340838.31	
175	345948.01	13340938.77	
176	345792.46	13341018.51	
177	345947.48	13341018.77	
178	345806.23	13341108.55	
179	345947.71	13341108.77	
180	345797.25	13341012.61	
181	345793.02	13340807.61	
182	345429.23	13341012.52	
183	345366.28	13340922.49	
184	345229.28	13340922.40	
185	345366.17	13341102.49	
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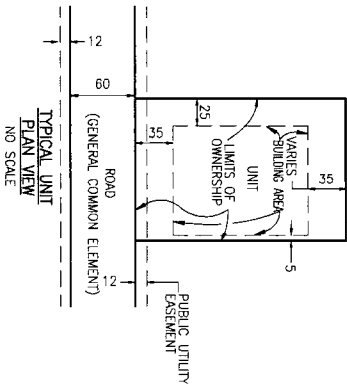
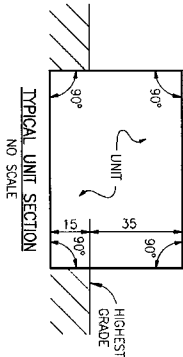
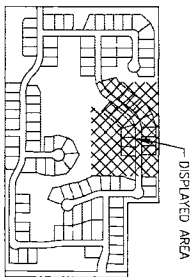
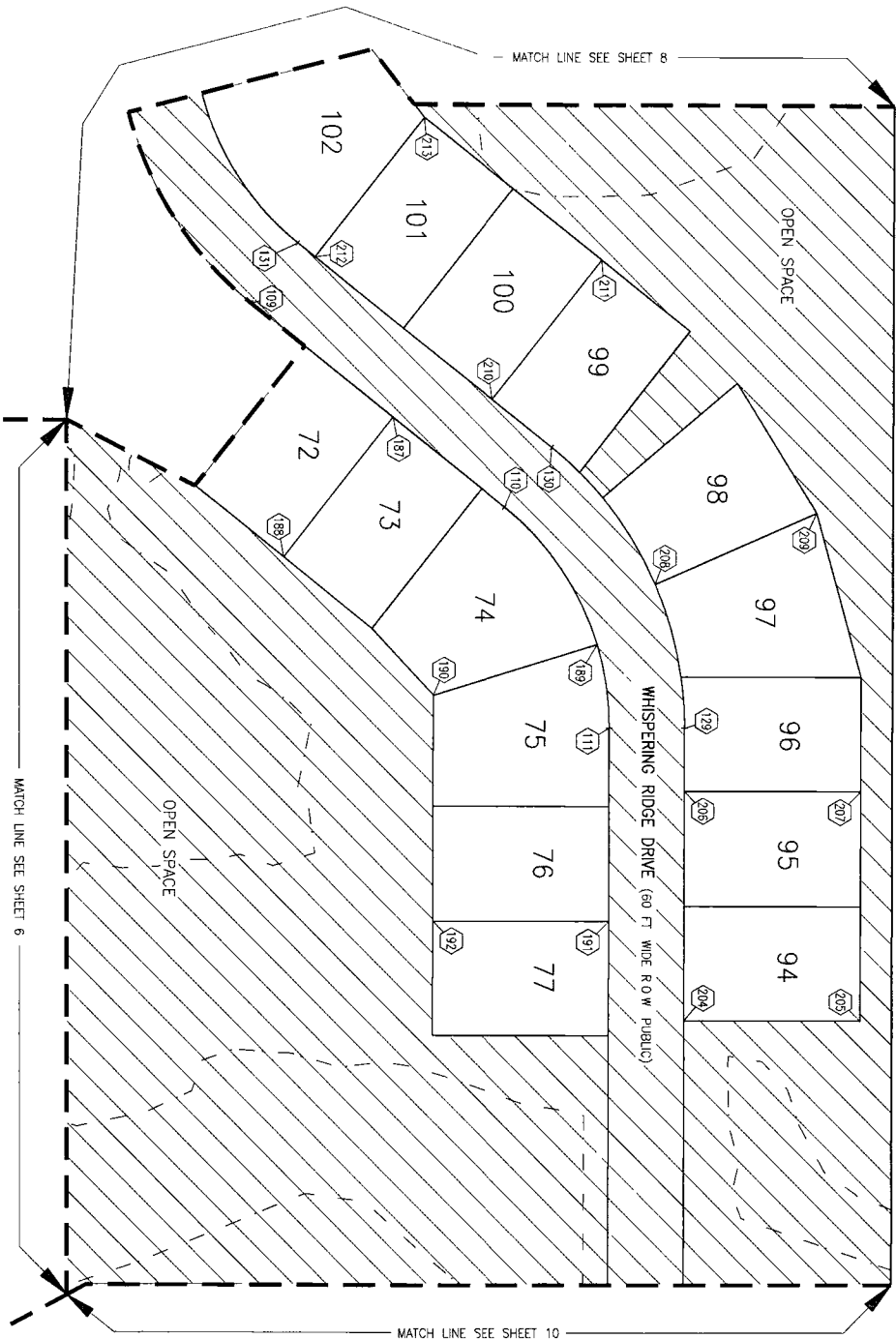
PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

BEBOSS
Engineering
Engineers Surveyors Planners Landscape Architects
3121 E GRAND RIVER AVE
HOWELL MI 48843
800 246 6735 FAX 517 548 1670

SITE PLAN



- LEGEND**
- DENOTES CONCRETE MONUMENT
4" DIAMETER 3/6" LONG
ENCASING 1/2" IRON ROD
 - 9 UNIT NUMBER
 - 3 GENERAL COMMON ELEMENT
 - WETLAND BOUNDARY



LIST OF COORDINATES			LIST OF COORDINATES		
NO	NORTHING	EASTING	NO	NORTHING	EASTING
109	345475.08	13341405.36	192	345619.90	13341890.51
110	345677.09	13341565.65	204	345819.66	13341968.85
111	345780.35	13341738.91	205	345959.66	13341989.27
129	345820.35	13341739.12	206	345820.20	13341788.85
130	345714.39	13341518.65	207	345860.20	13341789.27
131	345512.38	13341358.36	208	345797.04	13341626.13
187	345588.19	13341495.11	209	345925.38	13341570.21
188	345501.17	13341604.78	210	345667.11	13341481.13
189	345730.56	13341673.09	211	345754.13	13341371.46
190	345620.42	13341713.27	212	345526.10	13341389.25
191	345759.89	13341890.93	213	345613.12	13341259.58

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

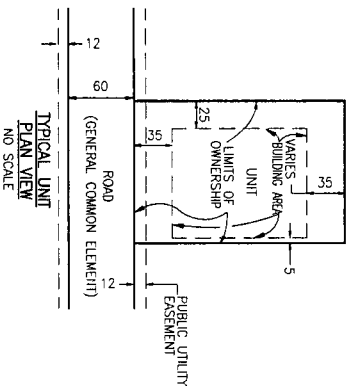
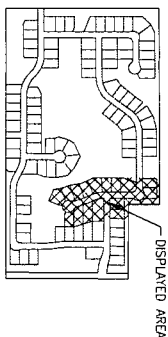
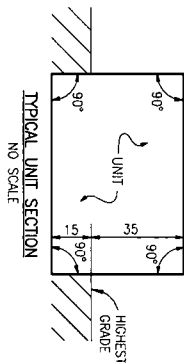
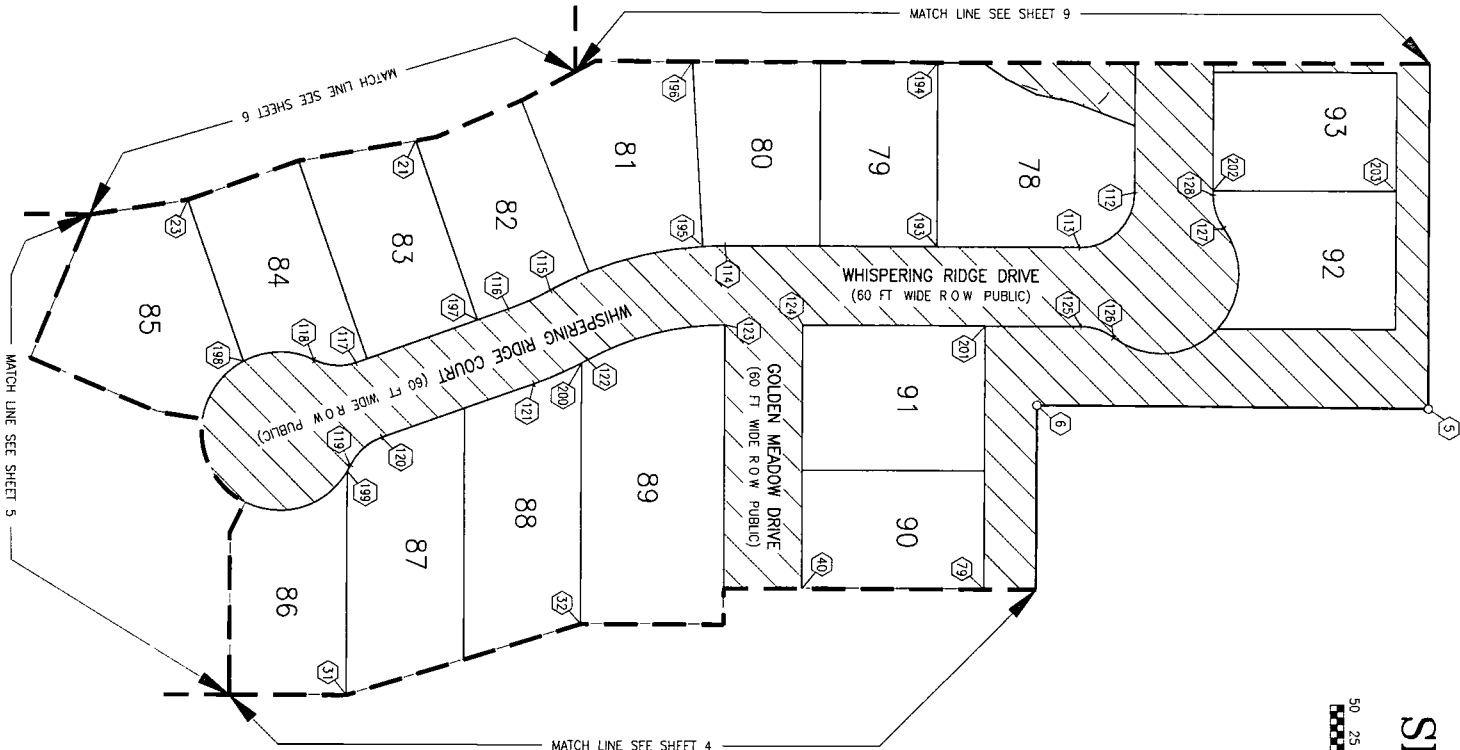
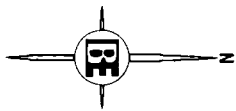
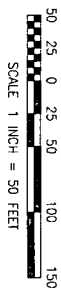
DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
SITE PLAN

BEBOSS Engineering
Engineers Surveyors Planners Landscape Architects
3121 E GRAND RIVER AVE
HOWELL MI 48843
800 246 6735 FAX 517 548 1670



CLIENT
PROJECT
TITLE
DESIGNED BY: LE
DRAWN BY: JH
CHECKED BY: DB
SCALE: 1" = 50'
JOB NO: 14-414
DATE: 03-21-2022
SHEET NO: 9

SITE PLAN



LIST OF COORDINATES				LIST OF COORDINATES			
NO	NORTHING	EASTING		NO	NORTHING	EASTING	
5	345983.27	13342439.08		122	345338.21	13342402.56	
6	345883.54	13342436.77		123	345443.76	13342375.98	
21	345205.84	13342236.47		124	345503.76	13342376.19	
23	345030.92	13342281.53		125	345171.40	13342376.95	
31	345152.76	13342657.35		126	345742.50	13342385.39	
32	345332.95	13342603.10		127	345826.91	13342301.90	
40	345503.05	13342576.19		128	345618.75	13342276.89	
79	345643.05	13342576.69		193	345607.02	13342316.56	
112	345758.76	13342275.07		194	345607.51	13342176.56	
113	345716.29	13342316.95		195	345427.02	13342316.44	
114	345444.03	13342315.98		196	345418.96	13342175.89	
115	345309.62	13342349.81		197	345253.29	13342372.48	
116	345277.23	13342354.12		198	345073.67	13342404.06	
117	345159.92	13342405.05		199	345153.36	13342487.49	
118	345127.76	13342403.18		200	345333.65	13342404.98	
119	345155.66	13342483.16		201	345643.76	13342376.69	
120	345179.66	13342461.70		202	345818.76	13342273.54	
121	345297.01	13342420.77		203	345956.76	13342273.96	

- LEGEND**
- DENOTES CONCRETE MONUMENT
 - 4. DIAMETER 3/8 LONG
 - ENCASING 1/2 IRON ROD
 - UNIT NUMBER
 - 9 GENERAL COMMON ELEMENT
 - 3 COORDINATE NUMBER
 - WETLAND BOUNDARY

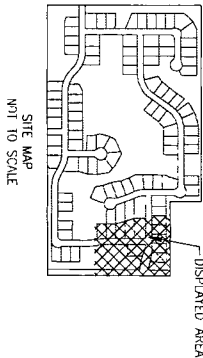
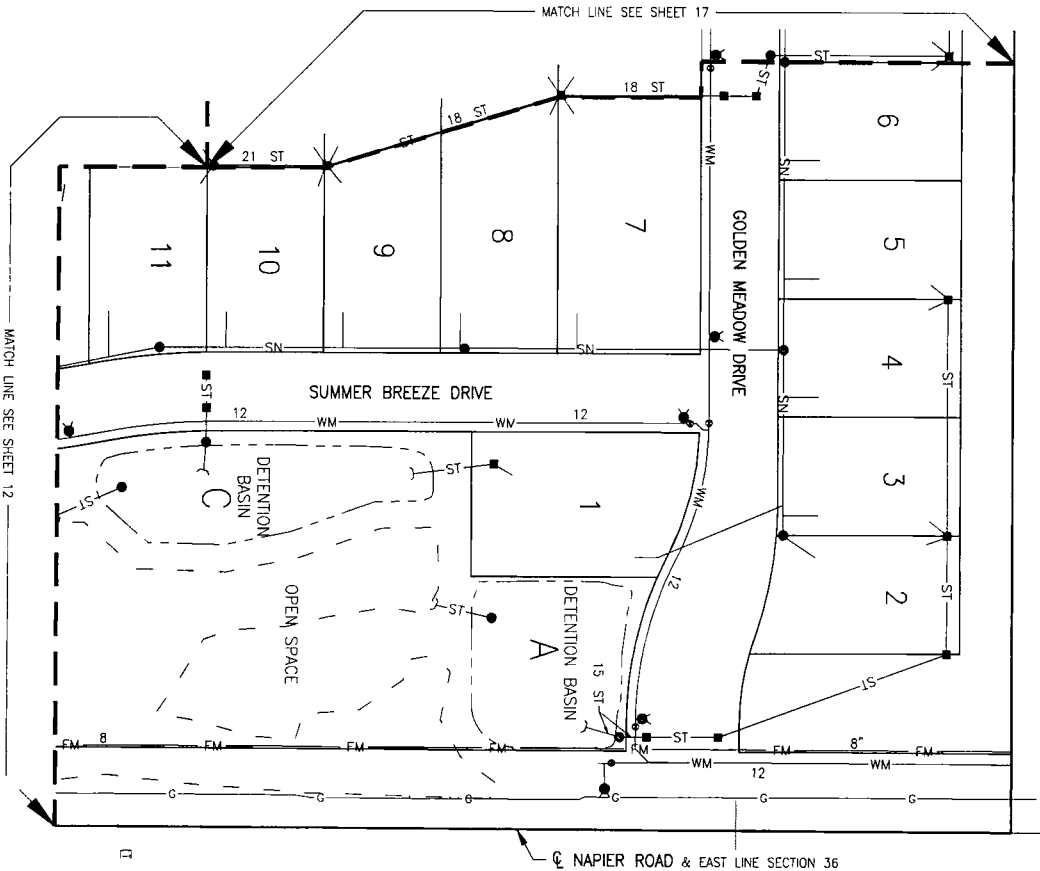
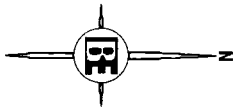
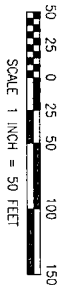
DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
SITE PLAN

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3121 E GRAND RIVER AVE
HOWELL MI 48843
800.246.6735 FAX 517.548.1670

CLIENT
PROJECT
DATE
JOB NO 14-414
DATE 03-21-2022
NOTING INFORMATION

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

UTILITY PLAN



UTILITY NOTES.

- 1 ALL STORM SEWER SHALL BE C-76 CLASS V REINFORCED CONCRETE PIPE WITH WATERTIGHT PREMIUM JOINTS 12' DIA UNLESS OTHERWISE NOTED
- 2 ALL SANITARY SEWER SHALL BE TRUSS PIPE 8' DIA UNLESS OTHERWISE NOTED ALL SANITARY LEADS SHALL BE SDR-23.5 PVC PIPE 6' DIA UNLESS OTHERWISE NOTED
- 3 ALL WATERMAIN SHALL BE CLASS 54 D.I.P. 8' DIA UNLESS OTHERWISE NOTED ALL WATER SERVICE LEADS SHALL BE TYPE K COPPER 1' DIA UNLESS OTHERWISE NOTED
- 4 ALL UTILITY LOCATIONS SHOWN WERE TAKEN FROM BOSS ENGINEERING CONSTRUCTION PLANS DATED 3-23-15
- 5 GAS - CONSUMERS ENERGY COMPANY
ELECTRIC - DETROIT EDISON COMPANY
TELEPHONE - AT&T
CABLE - COMCAST
- 6 UTILITY METERS SHALL BE PLACED ON EACH HOUSE AS THEY ARE CONSTRUCTED
- 7 THE BUILDING AND UTILITY INFORMATION CONTAINED IN THESE DOCUMENTS ARE NOT DESIGN PLANS TO OBTAIN A COPY OF THE ACTUAL DESIGN PLANS CONTACT THE APPROPRIATE LOCAL COUNTY OR STATE OFFICIALS
- 8 WATER AND SANITARY PROVIDED BY LYON TOWNSHIP
- 9 WATER SERVICE LEADS SHALL BE INSTALLED BY LYON TOWNSHIP AT TIME OF HOUSE CONSTRUCTION

NOTES

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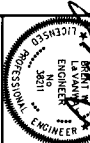
- LEGEND**
- UNIT NUMBER
- 9
- ST - STORM SEWER W/ OUTLET STRUCTURE; MANHOLE CATCH BASIN & FLARED END SECTION
 - SN - SANITARY SEWER W/ MANHOLE
 - FM - FORCEMAIN
 - WM - WATERMAIN W/ HYDRANT & GATE VALVE
 - G - EXISTING GAS LINE
 - - - WETLAND BOUNDARY

BEBOSS Engineering
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CLIENT
DIVERSE REAL ESTATE LLC

PROJECT
WINDRIDGE ESTATES

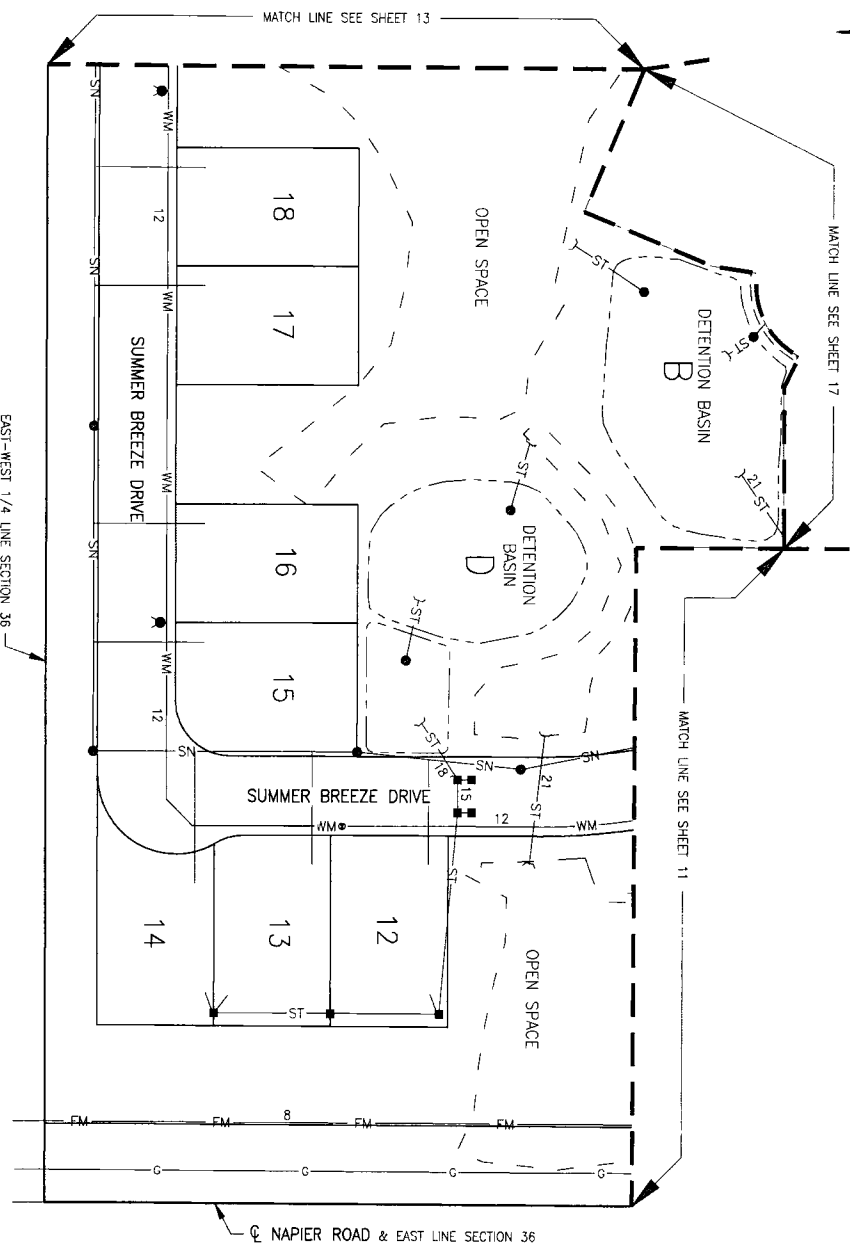
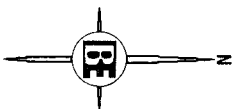
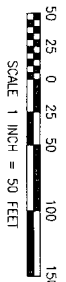
TITLE
UTILITY PLAN



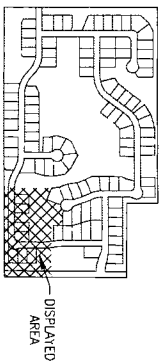
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CHECKED BY: DBB
SCALE: 1" = 50'
JOB NO: 14-414
DATE: 03-21-2022

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

UTILITY PLAN



- LEGEND**
- UNIT NUMBER 9
- ST-C STORM SEWER W/ OUTLET STRUCTURE
 - MANHOLE CATCH BASIN & FLARED END SECTION
 - SN-SANITARY SEWER W/ MANHOLE
 - FM-FORCEMAIN
 - WM-WATERMAIN W/ HYDRANT & GATE VALVE
 - C-EXISTING GAS LINE
 - WETLAND BOUNDARY



UTILITY NOTES

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- 4 ALL UTILITY LOCATIONS SHOWN WERE TAKEN FROM BOSS ENGINEERING CONSTRUCTION PLANS DATED 3-23-15
- 5 GAS - CONSUMERS ENERGY COMPANY
ELECTRIC - DETROIT EDISON COMPANY
TELEPHONE - AIRT
CABLE - COMCAST
- 6 UTILITY METERS SHALL BE PLACED ON EACH HOUSE AS THEY ARE CONSTRUCTED
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BEBOSS Engineering
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DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
UTILITY PLAN

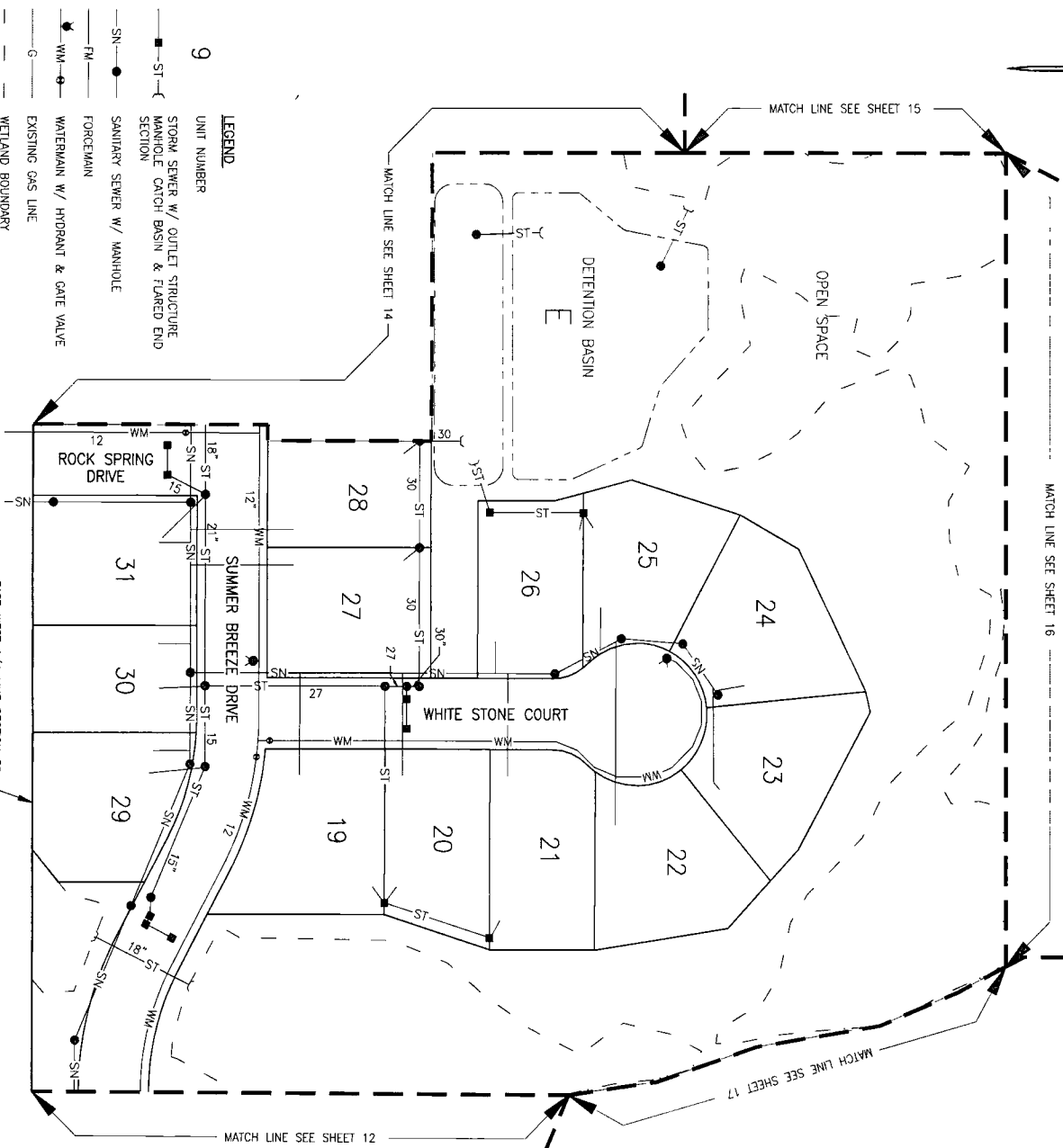
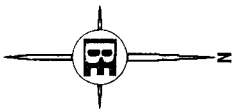
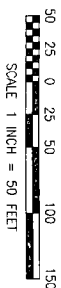
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PROJECT

Professional Engineer Seal for David M. Smith, No. 3911, State of Michigan, License No. 3911.

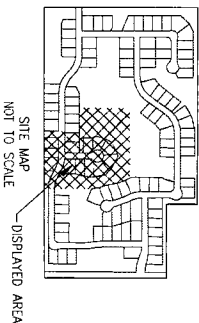
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JOB NO: 14-414
DATE: 03-21-20.2
ADDITION INFORMATION:

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

UTILITY PLAN



- LEGEND**
- UNIT NUMBER 9
- ST - STORM SEWER W/ OUTLET STRUCTURE
 - SN - SANITARY SEWER W/ MANHOLE
 - WM - WATERMAIN W/ HYDRANT & GATE VALVE
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 - WETLAND BOUNDARY



UTILITY NOTES

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NOTES

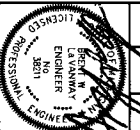
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DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
UTILITY PLAN

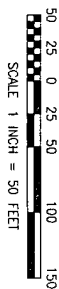
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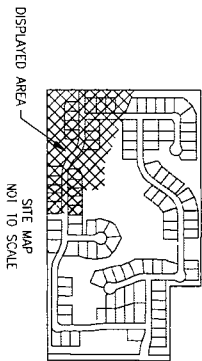
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JOB NO: 14-414
DATE: 03-21-2022

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

UTILITY PLAN



- LEGEND**
- UNIT NUMBER
 - STORM SEWER W/ OUTLET STRUCTURE
 - MANHOLE CATCH BASIN & FLARED END SECTION
 - SN SANITARY SEWER W/ MANHOLE
 - FM FORCEMAIN
 - WM WATERMAIN W/ HYDRANT & GATE VALVE
 - WM WATERMAIN
 - EXISTING GAS LINE
 - WETLAND BOUNDARY

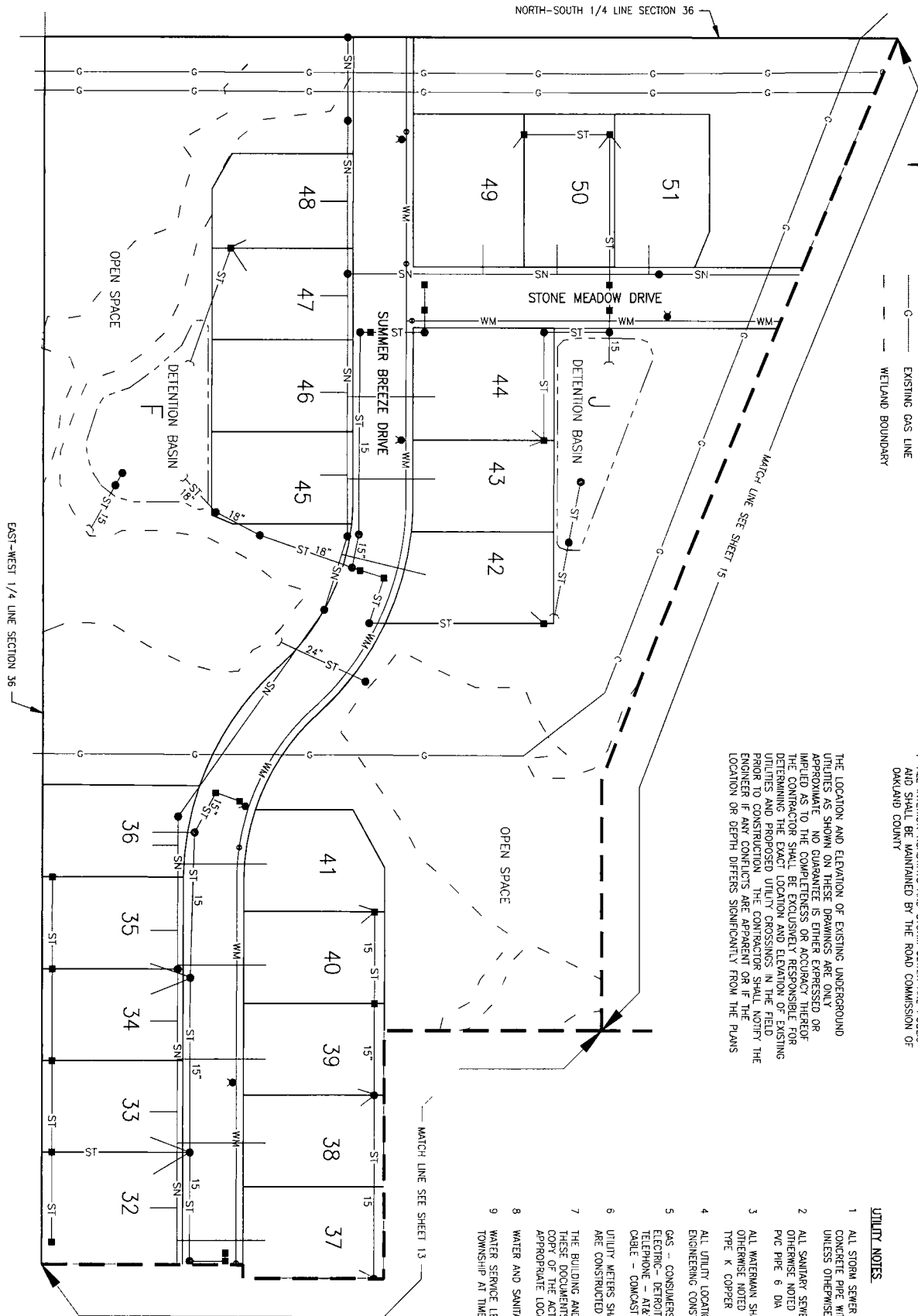


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UTILITY NOTES

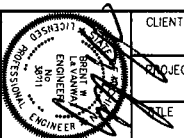
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PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

SHEET NO.
14

DESIGNED BY: TE
DRAWN BY: LV/MB
CHECKED BY: PDB
SCALE: 1" = 50'
JOB NO: 14-414
DATE: 03-21-2022
TODAY'S REGISTRATION

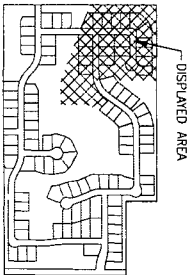
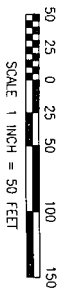


CLIENT
PROJECT
FILE

DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
UTILITY PLAN

BEBOSS Engineering
Engineers Surveyors Planners Landscape Architects
3121 E GRAND RIVER AVE
HOWELL MI 48843
800 245 6735 FAX 517 548 1670

UTILITY PLAN



SITE MAP
NOT TO SCALE

UTILITY NOTES.

- 1 ALL STORM SEWER SHALL BE C-76 CLASS V REINFORCED CONCRETE PIPE WITH WATERTIGHT PREMIUM JOINTS 12' DIA. UNLESS OTHERWISE NOTED
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- 3 ALL WATERMAIN SHALL BE CLASS 54 D1P 8' DIA UNLESS OTHERWISE NOTED ALL WATER SERVICE LEADS SHALL BE TYPE K COPPER 1' DIA UNLESS OTHERWISE NOTED
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- 5 GAS - CONSUMERS ENERGY COMPANY
ELECTRIC - DETROIT EDMSON COMPANY
TELEPHONE - AT&T
CABLE - COMCAST
- 6 UTILITY METERS SHALL BE PLACED ON EACH HOUSE AS THEY ARE CONSTRUCTED
- 7 THE BUILDING AND UTILITY INFORMATION CONTAINED IN THESE DOCUMENTS ARE NOT DESIGN PLANS. TO OBTAIN A COPY OF THE ACTUAL DESIGN PLANS CONTACT THE APPROPRIATE LOCAL COUNTY OR STATE OFFICIALS
- 8 WATER AND SANITARY PROVIDED BY LYON TOWNSHIP
- 9 WATER SERVICE LEADS SHALL BE INSTALLED BY LYON TOWNSHIP AT TIME OF HOUSE CONSTRUCTION

NOTES

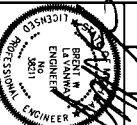
- 1 ALL INTERIOR ROADWAYS AND STORM SEWER ARE PUBLIC AND SHALL BE MAINTAINED BY THE ROAD COMMISSION OF OAKLAND COUNTY

THE LOCATION AND ELEVATION OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE DRAWINGS ARE ONLY APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXACT LOCATION AND ELEVATION OF EXISTING UTILITIES AND PROPOSED UTILITY CROSSINGS IN THE FIELD PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY CONFLICTS ARE APPARENT OR IF THE LOCATION OR DEPTH DIFFERS SIGNIFICANTLY FROM THE PLANS

BEBOSS Engineering
Engineers Surveyors Planners Landscape Architects
3121 E GRAND RIVER AVE
HOWELL MI 48843
800 246 6735 FAX 517 548 1670

DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
UTILITY PLAN

CLIENT
PROJECT
TITLE



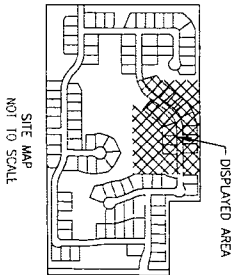
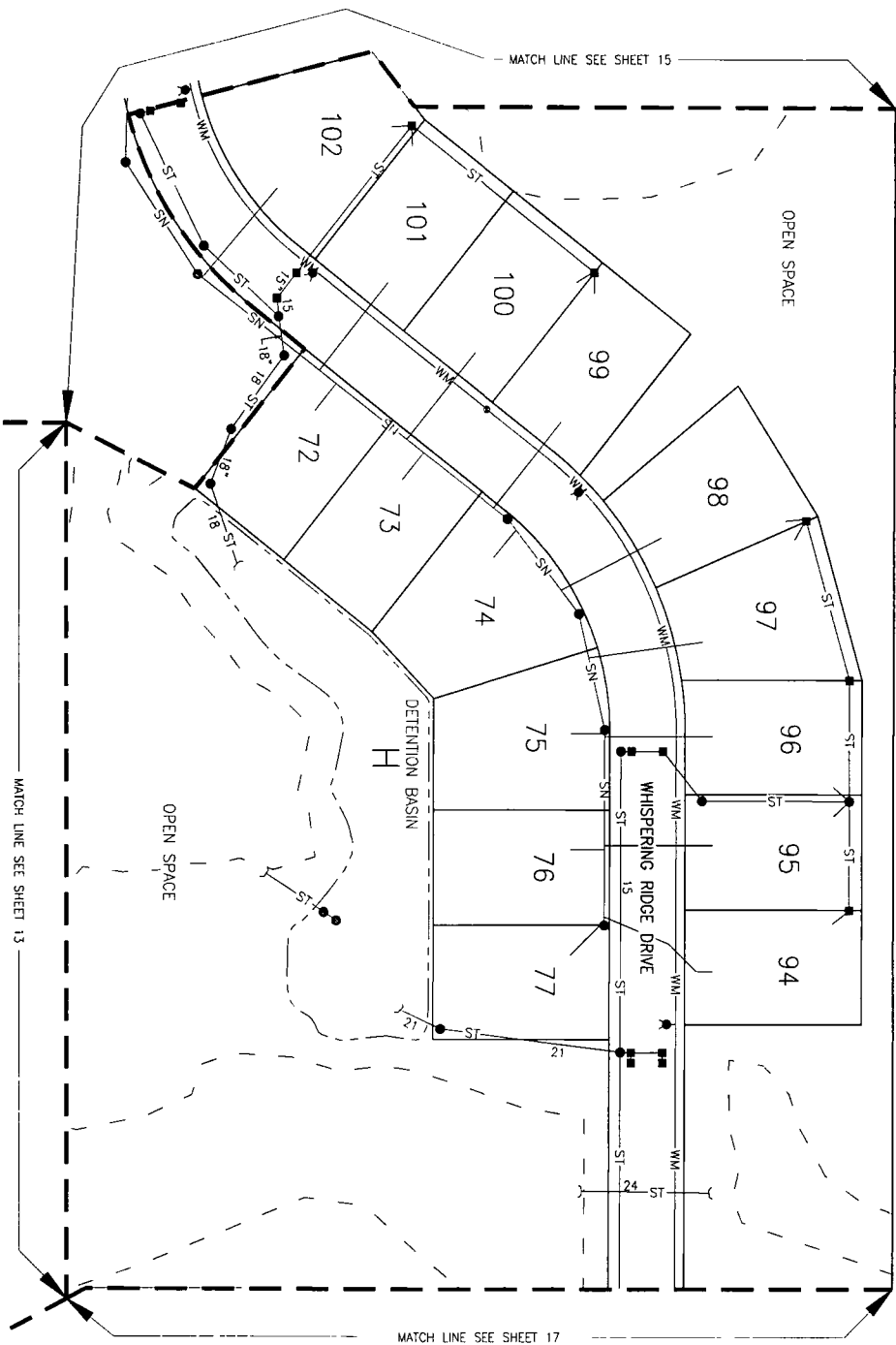
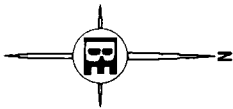
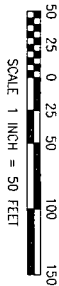
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JOB NO: 14-414
DATE: 03-21-2022
SHEET INFORMATION

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

UTILITY PLAN

LEGEND

- UNIT NUMBER
- STORM SEWER W/ OUTLET STRUCTURE
- MANHOLE CATCH BASIN & FLARED END SECTION
- SANITARY SEWER W/ MANHOLE
- FORCEMAIN
- WATERMAIN W/ HYDRANT & GATE VALVE
- EXISTING GAS LINE
- WETLAND BOUNDARY



UTILITY NOTES

- ALL STORM SEWER SHALL BE C-76 CLASS V REINFORCED CONCRETE PIPE WITH WATERTIGHT PREMIUM JOINTS 12' DIA. UNLESS OTHERWISE NOTED
- ALL SANITARY SEWER SHALL BE TRUSS PIPE 8' DIA UNLESS OTHERWISE NOTED. ALL SANITARY LEADS SHALL BE SDR-23.5 PVC PIPE 6' DIA UNLESS OTHERWISE NOTED
- ALL WATERMAIN SHALL BE CLASS 54 D.I.P. 8' DIA UNLESS OTHERWISE NOTED. ALL WATER SERVICE LEADS SHALL BE TYPE K COPPER 1" DIA UNLESS OTHERWISE NOTED
- ALL UTILITY LOCATIONS SHOWN WERE TAKEN FROM BOSS ENGINEERING CONSTRUCTION PLANS DATED 3-23-15
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NOTES

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DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
UTILITY PLAN

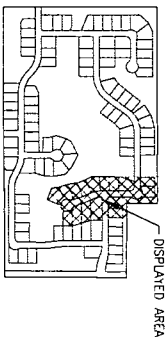
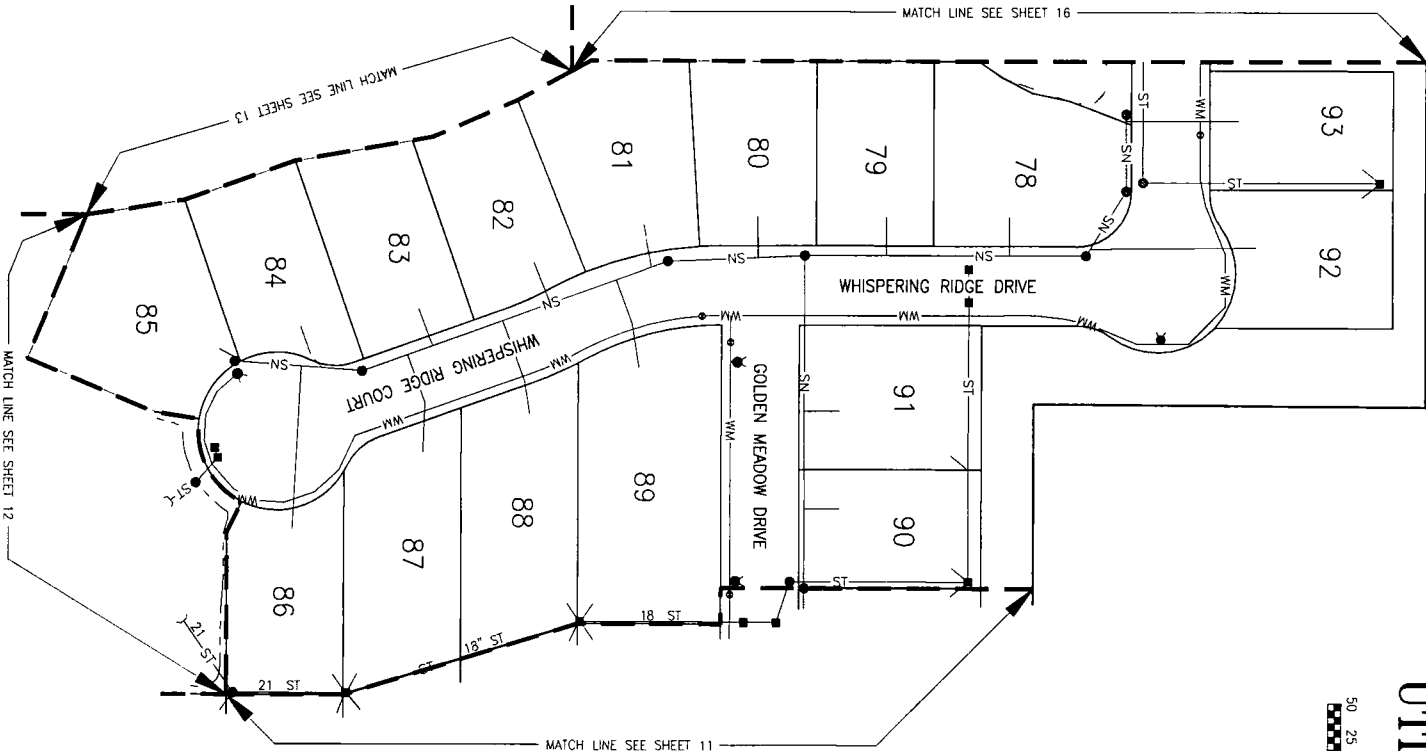
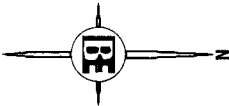
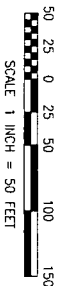
CLIENT
PROJECT



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CHECKED BY: DRB
SCALE: 1" = 50'
JOB NO: 14-414
DATE: 03-21-2022
PLATING INFORMATION

SHEET NO
16

UTILITY PLAN



UTILITY NOTES

- 1 ALL STORM SEWER SHALL BE C-76 CLASS V REINFORCED CONCRETE PIPE WITH WATERIGHT PREMIUM JOINTS 12' DIA UNLESS OTHERWISE NOTED
- 2 ALL SANITARY SEWER SHALL BE TRUSS PIPE 8' DIA UNLESS OTHERWISE NOTED ALL SANITARY LEADS SHALL BE 50R-23.5 PVC PIPE 6' DIA UNLESS OTHERWISE NOTED
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- 9
- UNIT NUMBER
- STORM SEWER W/ OUTLET STRUCTURE
- MANHOLE CATCH BASIN & FLARED END SECTION
- SN - SANITARY SEWER W/ MANHOLE
- FM - FORCEMAIN
- WM - WATERMAIN W/ HYDRANT & GATE VALVE
- G - EXISTING GAS LINE
- - - - - WETLAND BOUNDARY

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DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
UTILITY PLAN

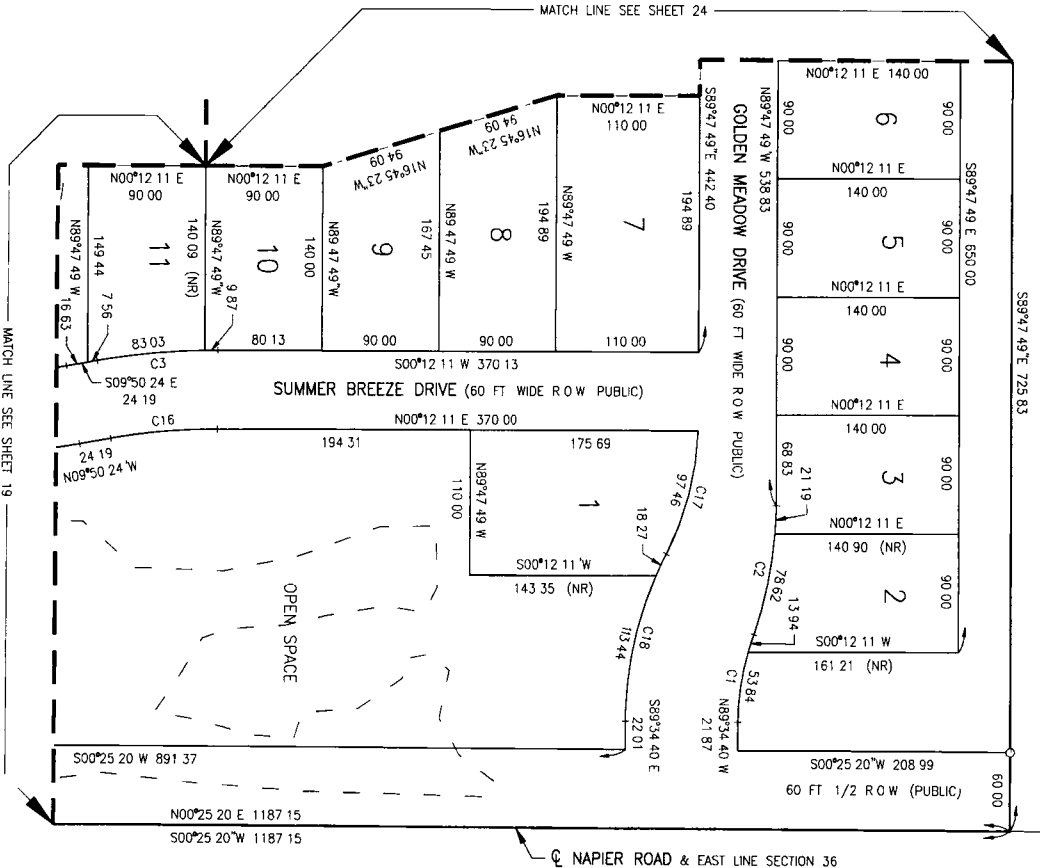
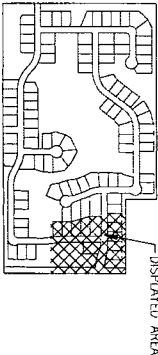
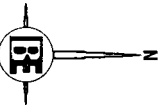
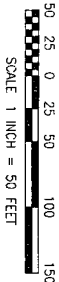
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PLACING INFORMATION

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

UNIT AREAS & PERIMETER PLAN



SCHEDULE OF UNIT AREAS	
UNIT NO	AREA (SQ FT)
1	18058
2	13402
3	12607
4	12600
5	12600
6	12600
7	21438
8	16305
9	13835
10	12600
11	12915

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING
C1	67.77	192.00	20°13'29"	N79°27'56"W
C2	99.81	308.51	18°32'14"	N80°03'18"W
C3	92.90	530.00	10°02'34"	S04°49'06"E
C16	82.38	470.00	10°02'34"	N04°49'06"W
C17	97.46	220.00	25°22'56"	S75°07'22"E
C18	131.71	278.00	27°08'46"	S76°03'17"E

NOTES

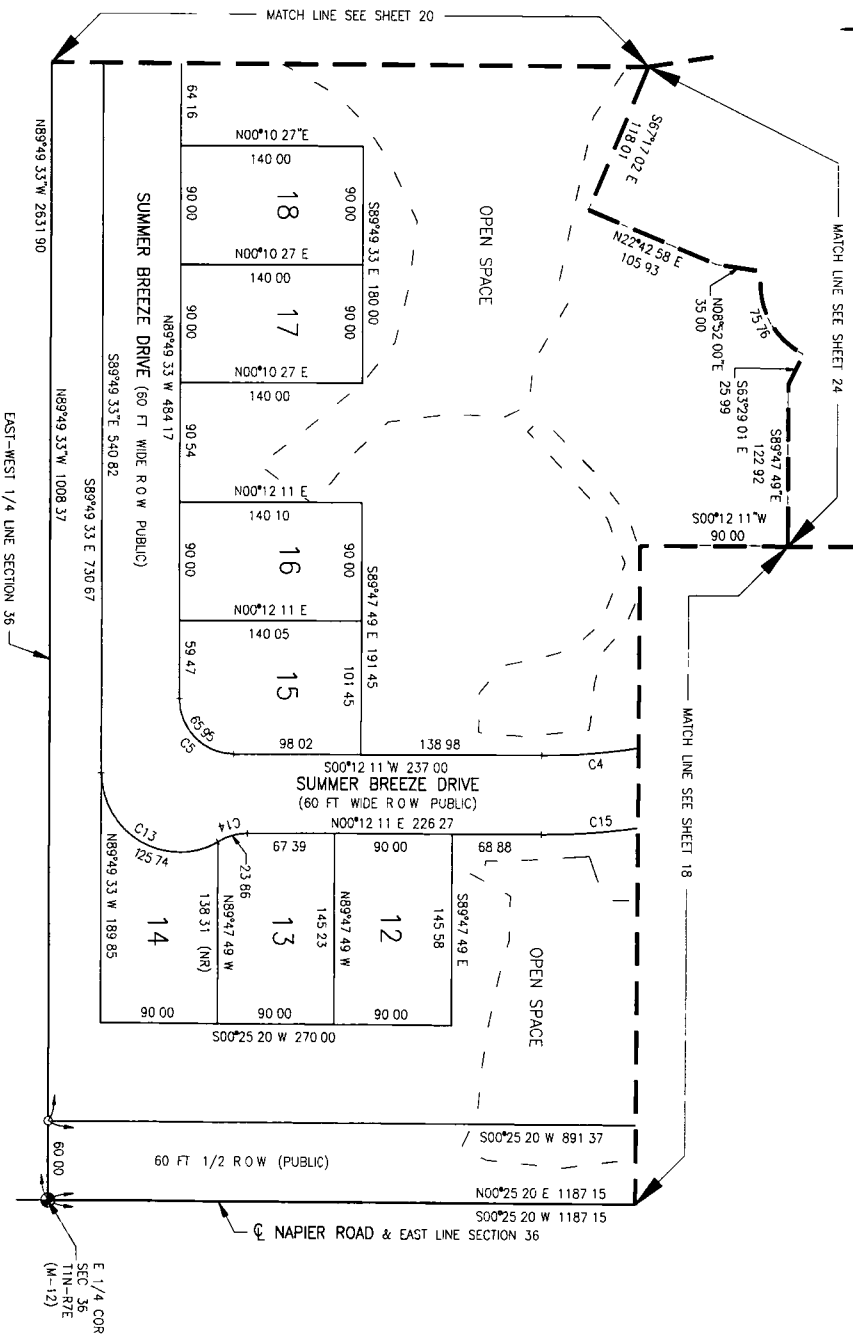
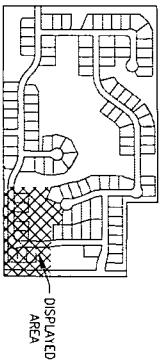
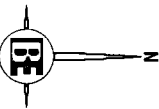
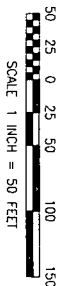
1. BEARINGS WERE ESTABLISHED ON THE EAST LINE OF SECTION 36 BEING N 00°25'20" E FROM THE EAST 1/4 CORNER SECTION 36 T11N-R7E LYON TOWNSHIP OAKLAND COUNTY MICHIGAN
2. THE INTERIOR ROADWAY DEFLECTION POINTS SHALL BE STAKED WITH STEEL RODS (1/2" DIAMETER 18" LONG)
3. THE UNIT CORNERS SHALL BE STAKED WITH STEEL RODS (1/2" DIAMETER 18" LONG)
4. ALL INTERIOR ROADWAYS AND STORM SEWER ARE PUBLIC AND SHALL BE MAINTAINED BY THE ROAD COMMISSION OF OAKLAND COUNTY

LEGEND

- DENOTES CONCRETE MONUMENT
- 4" DIAMETER 36" LONG
- ENCASING 1/2" IRON ROD
- 9 UNIT NUMBER
- (R) DENOTES RADIAL UNIT LINES
- (NR) DENOTES NON-RADIAL UNIT LINES
- C5 CURVE NUMBER
- WETLAND BOUNDARY

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

UNIT AREAS & PERIMETER PLAN



SCHEDULE OF UNIT AREAS	
UNIT NO	AREA (SQ. FT.)
12	13086
13	13007
14	12560
15	13828
16	12607
17	12600
18	12600

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING
C4	82.38	470.00	10°02'34"	S04°49'06"E 82.28
C5	65.95	42.00	89°58'16"	S45°11'19"W 59.38
C13	123.74	60.00	120°04'37"	N30°08'09"E 103.96
C14	23.86	42.27	32°20'25"	N16°01'01"W 23.54
C15	92.90	530.00	10°02'34"	N04°49'06"W 92.78

NOTES

1. BEARINGS WERE ESTABLISHED ON THE EAST LINE OF SECTION 36 BEING N 00°25'20" E FROM THE EAST 1/4 CORNER SECTION 36 T1N-87E LYON TOWNSHIP OAKLAND COUNTY MICHIGAN
2. THE INTERIOR ROADWAY DEFLECTION POINTS SHALL BE STAKED WITH STEEL RODS (1/2" DIAMETER 18" LONG)
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LEGEND

- DENOTES CONCRETE MONUMENT
- 4" DIAMETER 36" LONG
- ENCASING 1/2" IRON ROD
- 9 UNIT NUMBER
- (R) DENOTES RADIAL UNIT LINES
- (NR) DENOTES NON-RADIAL UNIT LINES
- C5 CURVE NUMBER
- WETLAND BOUNDARY

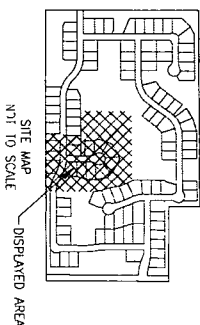
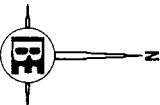
PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT



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SCALE 1 INCH = 50 FEET



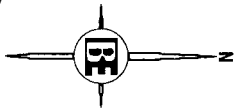
CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C6	105.55	220.00	27°29.20	N75°04.53 W	104.54
C7	108.72	280.00	22°14.51	N73°7.58 W	108.04
C8	33.06	42.00	45°05.57	N2°24.25 E	32.21
C9	282.95	60.00	27°01.52	N89°49.53 W	84.71
C10	33.06	42.00	45°05.57	S22°22.52 E	32.21
C11	105.55	220.00	27°29.20	S76°04.53 E	104.54
C12	134.34	280.00	27°29.20	S76°04.53 E	133.05

- 1 BEANSWERS WERE ESTABLISHED ON THE EAST LINE OF SECTION 36 BEING N 00 23.20 E. FROM THE EAST 1/4 CORNER SECTION 36 T11N-R7E LYON TOWNSHIP OAKLAND COUNTY MICHIGAN
- 2 THE INTERIOR ROADWAY DEFLECTION POINTS SHALL BE STAKED WITH STEEL RODS (1/2" DIAMETER 18 LONG)
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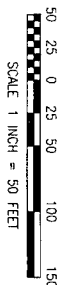
○	DENOTES CONCRETE MONUMENT 4" DIAMETER 36" LONG EMCASTING 1/2" IRON ROD
9	UNIT NUMBER
(R)	DENOTES RADIAL UNIT LINES
(NR)	DENOTES NON-RADIAL UNIT LINES
C5	CURVE NUMBER
—	WETLAND BOUNDARY

SCHEDULE OF UNIT AREAS		
UNIT NO	AREA (SQ. FT.)	
19	16922	
20	13913	
21	15001	
22	16159	
23	14661	
24	15980	
25	14207	
26	13510	
27	15400	
28	12600	
29	15283	
30	12627	
31	15400	

UNIT AREAS & PERIMETER PLAN



- LEGEND**
- DENOTES CONCRETE MONUMENT
 - 4" DIAMETER 36" LONG
 - ENCLOSING 1/2" IRON ROD
 - 9 UNIT NUMBER
 - (R) DENOTES RADIAL UNIT LINES
 - (NR) DENOTES NON-RADIAL UNIT LINES
 - C5 CURVE NUMBER
 - WETLAND BOUNDARY

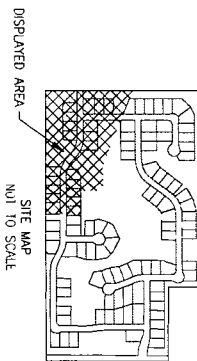


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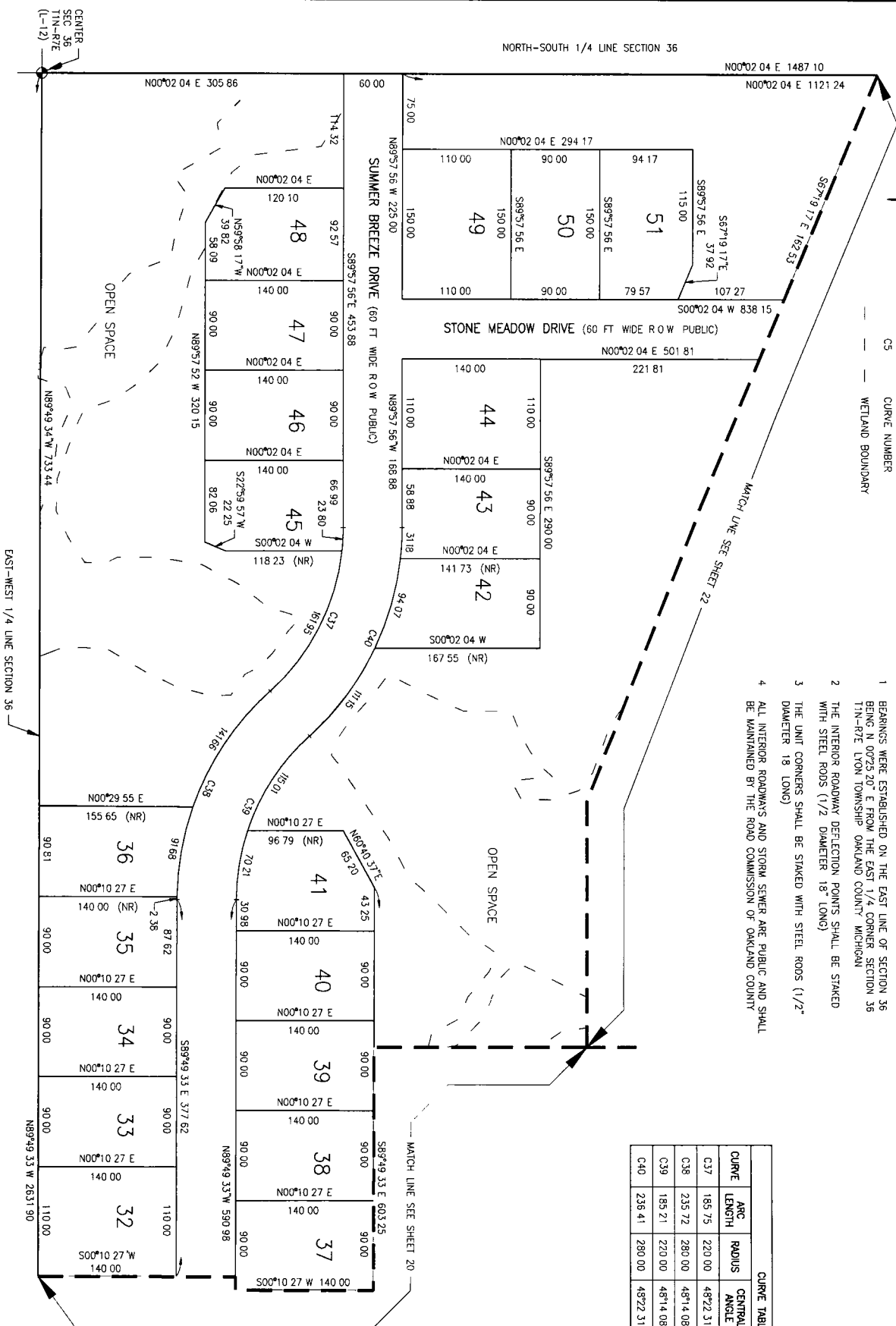
- 1 BEARINGS WERE ESTABLISHED ON THE EAST LINE OF SECTION 36 BEING N 00°25'20" E FROM THE EAST 1/4 CORNER SECTION 36 T1N-R7E LYON TOWNSHIP OAKLAND COUNTY MICHIGAN
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- 3 THE UNIT CORNERS SHALL BE STAKED WITH STEEL RODS (1 1/2" DIAMETER 18" LONG)
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CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C37	185.75	220.00	48°22.31	S65°46.40 E	180.28
C38	235.72	280.00	48°14.08	S65°42.29 E	228.82
C39	185.21	220.00	48°14.08	N65°42.29 W	179.79
C40	236.41	280.00	48°22.31	N65°46.40 W	229.45



NORTH-SOUTH 1/4 LINE SECTION 36



SCHEDULE OF UNIT AREAS

UNIT NO	AREA (SQ FT)
32	15400
33	12600
34	12600
35	12600
36	13134
37	12600
38	12600
39	12600
40	12600
41	12636
42	13671
43	12618
44	15400
45	12605
46	12600
47	12600
48	12617
49	16500
50	13500
51	13670

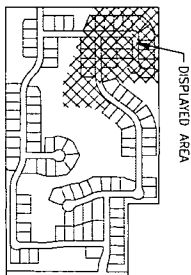
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SHEET NO
21



CLIENT	DIVERSE REAL ESTATE LLC
PROJECT	WINDRIDGE ESTATES
TITLE	UNIT AREAS & PERIMETER PLAN

BEBOSS Engineering
Engineers Surveyors Planners Landscape Architects
3121 E GRAND RIVER AVE
HOWELL MI 48843
800 246 6735 FAX 517 548 1670



CURRE TABLE					
CURRE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C30	66.07	42.00	9008.07	N45°06.08 E	59.47
C31	41.07	42.00	5601.32	S61°49.03 E	39.45
C32	280.12	60.00	26729.33	N12°26.57 E	86.69
C33	23.07	42.00	3128.01	S74°26.11 W	22.78
C34	13.78	42.00	1848.06	N80°25.46 W	13.72
C35	133.77	60.00	12744.19	S45°06.08 W	107.73
C36	13.78	42.00	1848.06	S09°21.59 E	13.72
C41	252.18	280.00	5158.13	N64°13.58 E	243.75

NOT TO SCALE

LEGEND

○ DENOTES CONCRETE MONUMENT
4 DIAMETER 36 LONG
ENCASING 1/2 IRON ROD

UNIT NUMBER
9

(R) DENOTES RADIAL UNIT LINES

(NR) DENOTES NON-RADIAL UNIT LINES

CURVE NUMBER

1. Wetland Boundary
2. Wetland Boundary
3. Wetland Boundary

SCHEDULE OF UNIT AREAS		SCHEDULE OF UNIT AREAS	
UNIT NO	AREA (SQ. FT.)	UNIT NO	AREA (SQ. FT.)
52	12960	62	14066
53	13500	63	13804
54	13500	64	17285
55	13500	65	17230
56	13440	66	13500
57	20609	67	13500
58	18192	68	16100
59	13950	69	12600
60	13950	70	12600
61	13367	71	12600

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PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

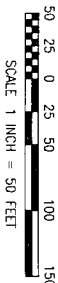
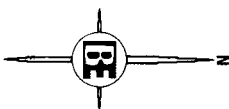
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DIVERSE REAL ESTATE LLC

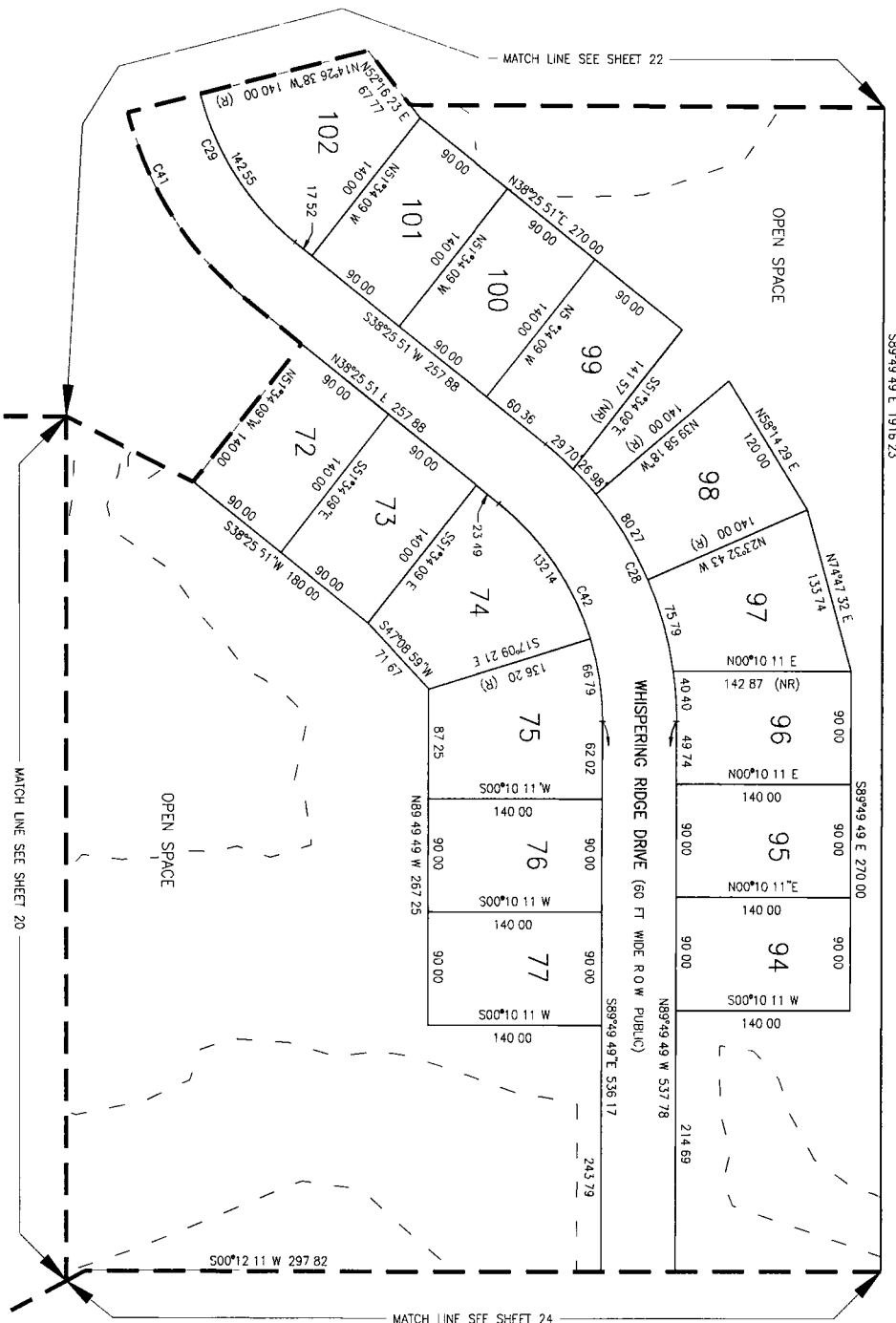
WINDRIDGE ESTATES

UNIT AREAS & PERIMETER PLAN

UNIT AREAS & PERIMETER PLAN



- LEGEND**
- DENOTES CONCRETE MONUMENT
 - 4" DIAMETER 3/8" LONG
 - ENCLOSING 1/2" IRON ROD
 - 9 UNIT NUMBER
 - (R) DENOTES RADIAL UNIT LINES
 - (NR) DENOTES NON-RADIAL UNIT LINES
 - CS CURVE NUMBER
 - WETLAND BOUNDARY

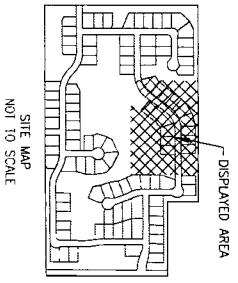


CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING
C28	253.15	280.00	51°48'02"	S64°13'52"W 244.61
C29	198.14	220.00	51°36'13"	S64°13'58"W 191.51
C41	252.18	280.00	51°36'13"	N64°13'58"E 243.75
C42	198.93	220.00	51°48'31"	N64°20'07"E 192.22

NOTES

1. BEARINGS WERE ESTABLISHED ON THE EAST LINE OF SECTION 36 BEING N 00°25'20" E FROM THE EAST 1/4 CORNER SECTION 36 T11N-R7E LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN
2. THE INTERIOR ROADWAY DEFLECTION POINTS SHALL BE STAKED WITH STEEL RODS (1/2" DIAMETER 18" LONG)
3. THE UNIT CORNERS SHALL BE STAKED WITH STEEL RODS (1/2" DIAMETER 18" LONG)
4. ALL INTERIOR ROADWAYS AND STORM SEWER ARE PUBLIC AND SHALL BE MAINTAINED BY THE ROAD COMMISSION OF OAKLAND COUNTY

SCHEDULE OF UNIT AREAS	
UNIT NO	AREA (SQ. FT.)
72	12600
73	12600
74	16056
75	15041
76	12600
77	12600
94	12600
95	12600
96	12638
97	14323
98	13703
99	12616
100	12600
101	12600
102	15344



PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

9 FT. NO.

23

DATE

03-21-2022

NOTING INFORMATION

DESIGNED BY

TE

CHECKED BY

PHB

DRAWN BY

LM/WRW

SCALE

1" = 50'

JOB NO

14-414

DATE

03-21-2022

STATE OF MICHIGAN

PROFESSIONAL SURVEYOR

NO. 4043

CHRISTOPHER J. BOSS

EXPIRATION DATE

03-21-2025

CLIENT

DIVERSE REAL ESTATE LLC

PROJECT

WINDRIDGE ESTATES

TITLE

UNIT AREAS & PERIMETER PLAN

BEBOSS

Engineering

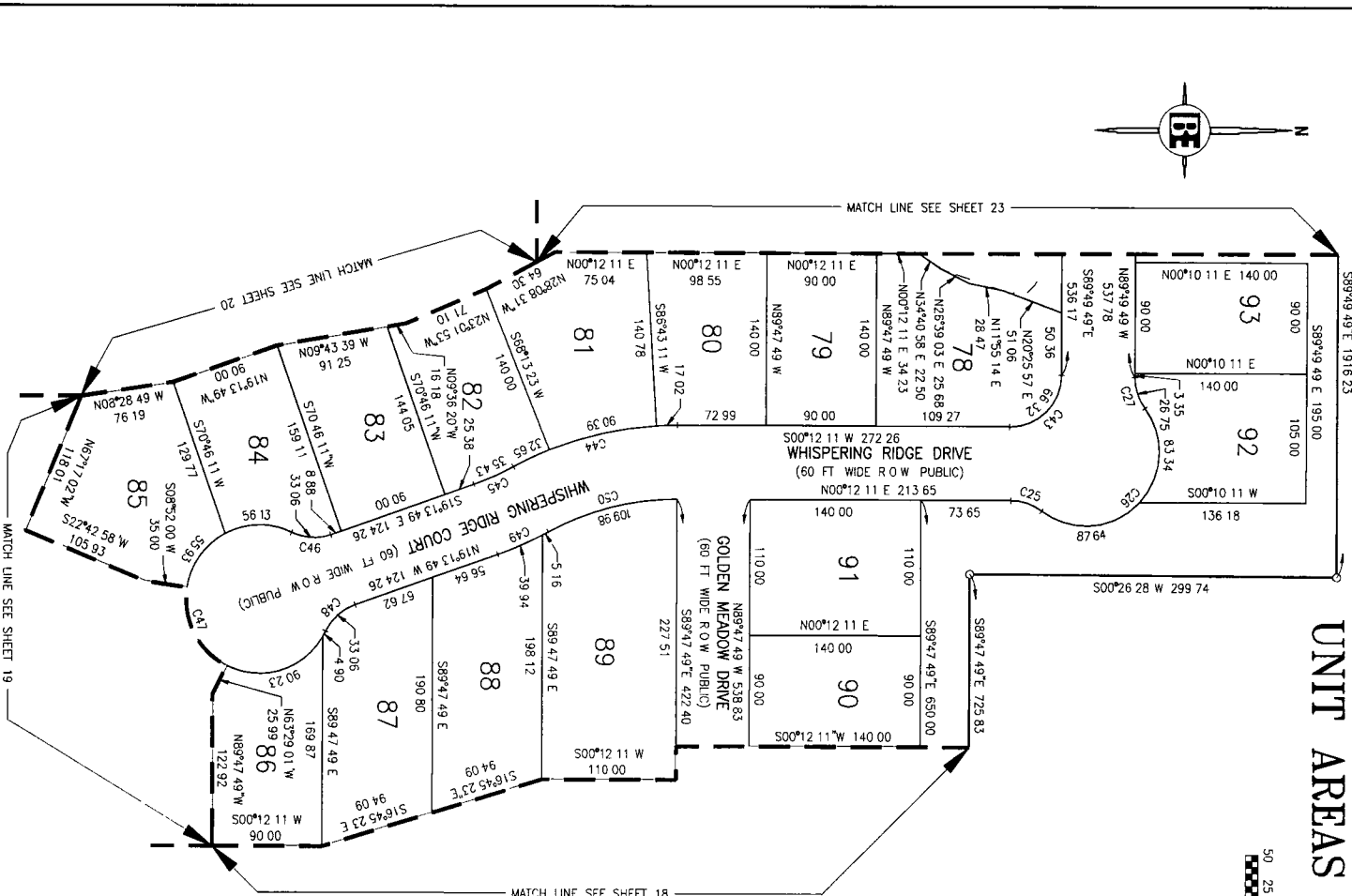
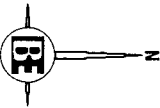
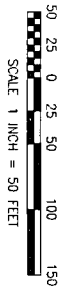
Engineers Surveyors Planners Landscape Architects

3121 E GRAND RIVER AVE

HOWELL MI 48843

800 246 6735 FAX 517 548 1670

UNIT AREAS & PERIMETER PLAN



SCHEDULE OF UNIT AREAS	
UNIT NO	AREA (SQ FT)
78	17687
79	12600
80	13204
81	16523
82	12754
83	13642
84	12900
85	17659
86	13043
87	16856
88	17402
89	23974
90	12600
91	15400
92	13442
93	12600

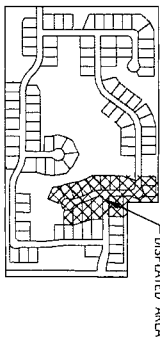
CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C25	26.94	42.00	36°44.56	N18°34.39 E	26.48
C26	170.98	60.00	163°16.33	N44°41.09 W	118.72
C27	26.75	42.00	36°29.38	S71°55.23 W	26.30
C43	66.32	42.00	90°28.03	S44°35.47 E	59.64
C44	140.06	280.00	28°39.37	S14°07.38 E	138.61
C45	35.43	220.00	9°13.38	S23°50.38 E	35.39
C46	33.06	42.00	45°05.57	S03°19.09 W	32.21
C47	282.95	60.00	270°11.54	N7°04.11 E	84.71
C48	33.06	42.00	45°05.57	N41°46.48 W	32.21
C49	45.09	280.00	9°13.38	N23°50.38 W	45.04
C50	109.98	220.00	28°38.38	N14°08.08 W	108.84

NOTES.

- 1 BEARINGS WERE ESTABLISHED ON THE EAST LINE OF SECTION 36 BEING N. 00°25'20" E. FROM THE EAST 1/4 CORNER SECTION 36 T1N-R7E LYON TOWNSHIP OAKLAND COUNTY MICHIGAN
- 2 THE INTERIOR ROADWAY DEFLECTION POINTS SHALL BE STAKED WITH STEEL RODS (1/2" DIAMETER 18" LONG)
- 3 THE UNIT CORNERS SHALL BE STAKED WITH STEEL RODS (1/2" DIAMETER 18" LONG)
- 4 ALL INTERIOR ROADWAYS AND STORM SEWER ARE PUBLIC AND SHALL BE MAINTAINED BY THE ROAD COMMISSION OF OAKLAND COUNTY

LEGEND.

- DENOTES CONCRETE MONUMENT
- 4" DIAMETER 36" LONG
- ENCLOSING 1/2" IRON ROD
- 9 UNIT NUMBER
- (R) DENOTES RADIAL UNIT LINES
- (NR) DENOTES NON-RADIAL UNIT LINES
- C5 CURVE NUMBER
- WETLAND BOUNDARY



SITE MAP
NOT TO SCALE

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

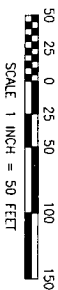
SHEET NO
24



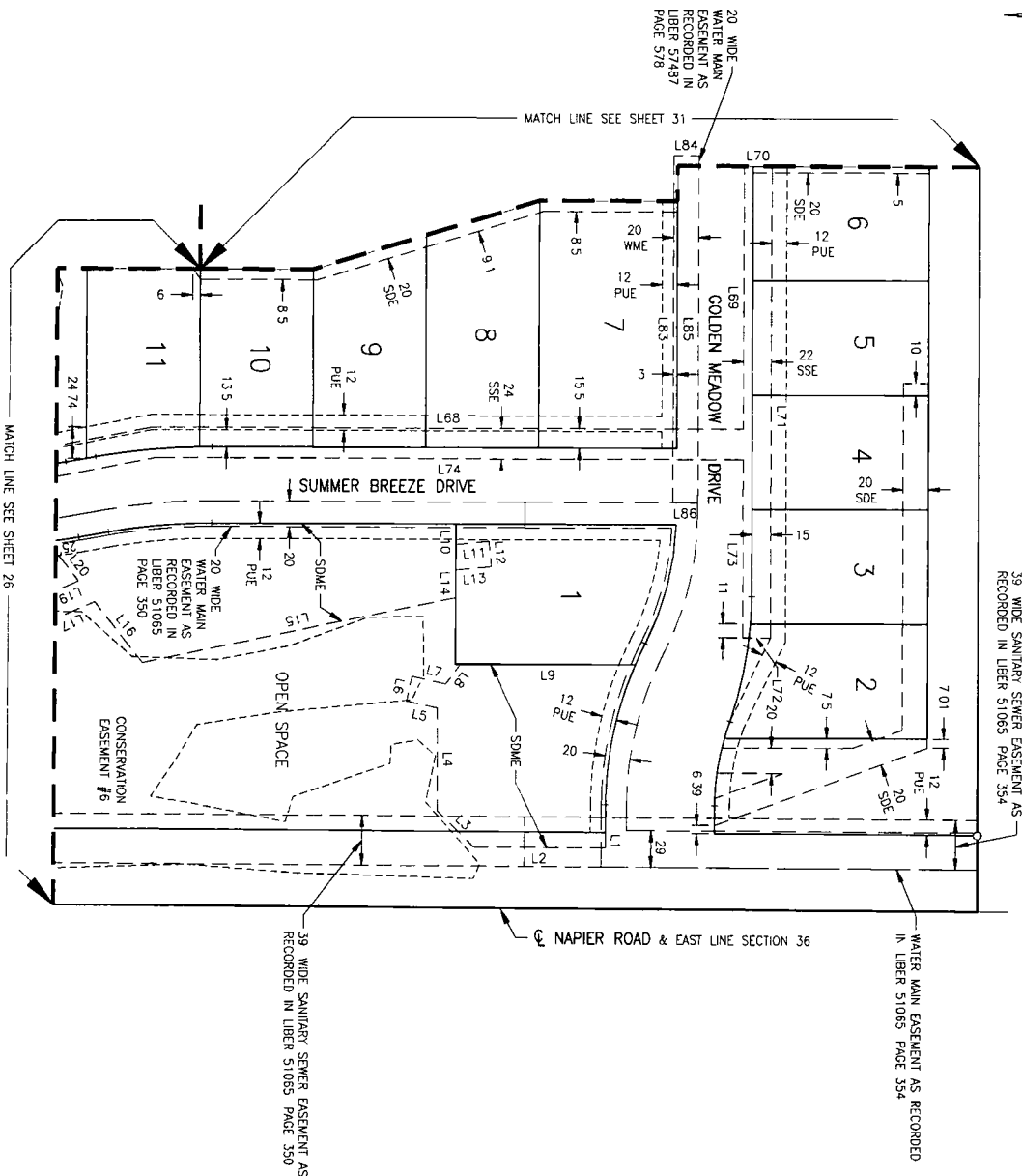
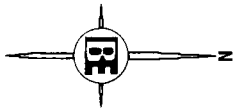
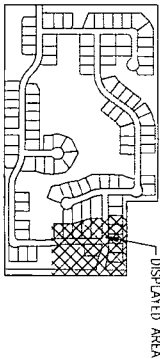
CLIENT	DIVERSE REAL ESTATE LLC
PROJECT	WINDRIDGE ESTATES
TITLE	UNIT AREAS & PERIMETER PLAN

BEBOSS Engineering
Engineers Surveyors Planners Landscape Architects
3121 E GRAND RIVER AVE
HOWELL MI 48843
800 246 6735 FAX 517 548 1670

EASEMENT PLAN



SANITARY SEWER EASEMENT SHOWN ON THIS SHEET AS RECORDED IN LIBER 57487 PAGE 573



LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S89°34.40'E	12.00	L16	S51°42.43'W	60.87
L2	S00°25.20'W	105.04	L17	S23°20.27'E	36.99
L3	S44°39.45'W	40.57	L19	N23°20.27'W	33.65
L4	N89°47.49'W	80.50	L20	S51°42.43'W	39.43
L5	S12°42.21'W	25.31	L68	N00°12.11'E	469.96
L6	N77°17.39'W	20.00	L69	N89°47.49'W	206.90
L7	N12°42.21'E	27.34	L70	N00°12.11'E	22.00
L8	N53°14.54'W	19.71	L71	S89°47.49'E	371.00
L9	N00°12.11'E	139.33	L72	S00°12.11'W	22.00
L10	S89°47.49'E	15.96	L73	N89°47.49'W	140.10
L11	N05°23.34'W	26.35	L74	S00°12.11'W	467.63
L12	N84°36.26'E	20.00	L83	N89°47.49'W	273.17
L13	S05°23.34'E	28.31	L84	N00°12.11'E	20.00
L14	S89°47.49'E	21.81	L85	S89°47.49'E	273.16
L15	S11°34.44'E	254.85	L86	S00°11.35'W	20.00

- LEGEND.**
- 9 UNIT NUMBER
 - L5 LINE NUMBER
 - SDE PRIVATE EASEMENT FOR STORM AND SURFACE DRAINAGE
 - SAE PRIVATE EASEMENT FOR STORM ACCESS
 - SSE PRIVATE EASEMENT FOR PUBLIC SANITARY SEWER
 - PUE PRIVATE EASEMENT FOR PUBLIC UTILITIES
 - SOME PRIVATE EASEMENT FOR STORM DRAINAGE MAINTENANCE
 - WME PRIVATE EASEMENT FOR PUBLIC WATER MAIN

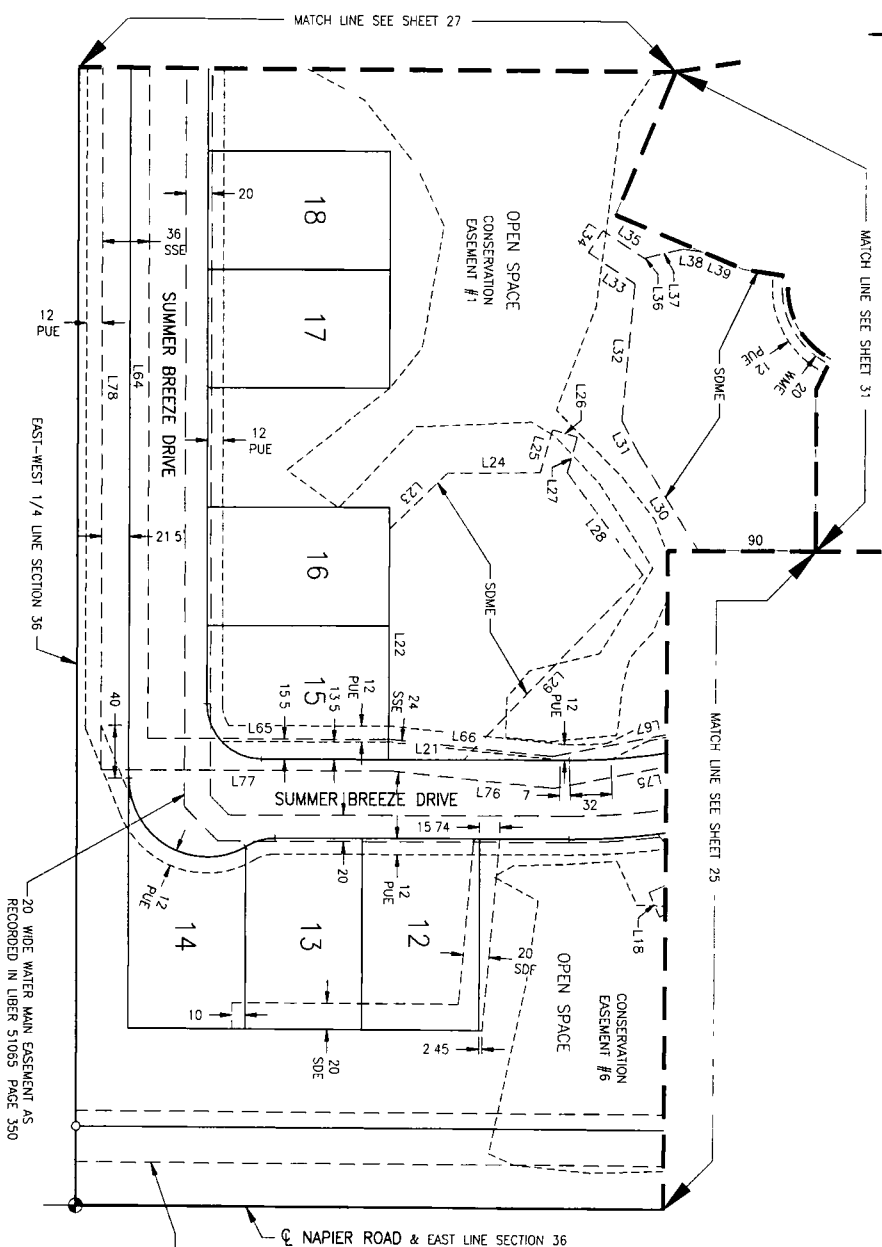
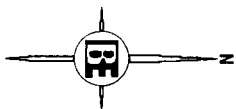
PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

CLIENT	DIVERSE REAL ESTATE LLC
PROJECT	WINDRIDGE ESTATES
TITLE	EASEMENT PLAN

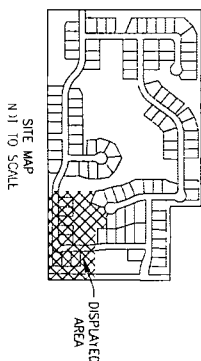
BEBOSS Engineering
Engineers Surveyors Planners Landscape Architects
3121 E GRAND RIVER AVE
HOWELL MI 48843
800 246 6735 FAX 517 548 1670



DRAWN BY	TE
CHECKED BY	DRB
DATE	03-21-2022
SCALE	1" = 50'
JOB NO.	14-414
DATE	03-21-2022
NOTING INFORMATION	
SHEET NO.	25



SANITARY SEWER EASEMENT
SHOWN ON THIS SHEET AS
RECORDED IN LIBER 57487
PAGE 573



LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L18	S66.39.33 W	20.00	L34	N56°32.11 W	20.00
L21	S00°12.11 W	57.53	L35	N33°26.37 E	38.88
L22	N89°47.49°W	175.23	L36	N56°33.58 W	1.25
L24	N4°53°00°W	61.68	L37	N1°305.55 W	28.75
L25	N00°00.00 E	71.45	L38	N07°36.10 E	15.94
L25	N17°00.03°W	33.83	L39	N22°42.58 E	33.88
L26	N16°16.33 E	20.00	L64	S99°49.33 E	546.79
L27	S73°43.27 E	28.04	L65	N00°12.11 E	185.05
L28	N53°08.01°E	96.51	L66	N05°26.34°E	126.59
L29	S45°37.04 E	196.97	L67	N10°53.10°W	166.00
L30	S56.13.24°W	85.93	L75	S10°53.10°E	169.23
L31	S62°29.35°W	28.71	L76	S05°59.34°W	128.94
L32	N84°28.04 W	104.85	L77	S00°12.11 W	219.82
L33	S33°28.57 W	42.95	L78	N89°49.33 W	580.01

UNIT NUMBER	LINE NUMBER
9	15

- | | |
|------|---|
| SDE | PRIVATE EASEMENT FOR STORM AND SURFACE DRAINAGE |
| SAC | PRIVATE EASEMENT FOR STORM ACCESS |
| SSE | PRIVATE EASEMENT FOR PUBLIC SANITARY SEWER |
| PUE | PRIVATE EASEMENT FOR PUBLIC UTILITIES |
| SDME | PRIVATE EASEMENT FOR STORM DRAINAGE MAINTENANCE |
| WME | PRIVATE EASEMENT FOR PUBLIC WATER MAIN |

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

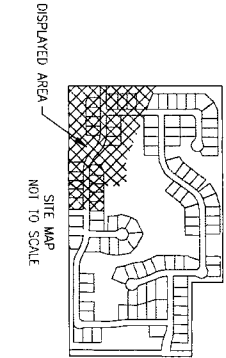
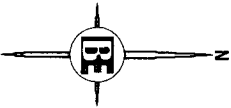
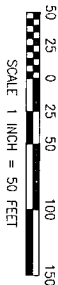
CLIENT	DIVERSE REAL ESTATE LLC
PROJECT	WINDRIDGE ESTATES
TITLE	EASEMENT PLAN

BEBOSS
Engineering
Engineers Surveyors Planners Landscape Architects
3121 E GRAND RIVER AVE
HOWELL MI 48843
800 246 6735 FAX 517 548 1670

EASEMENT PLAN

LEGEND

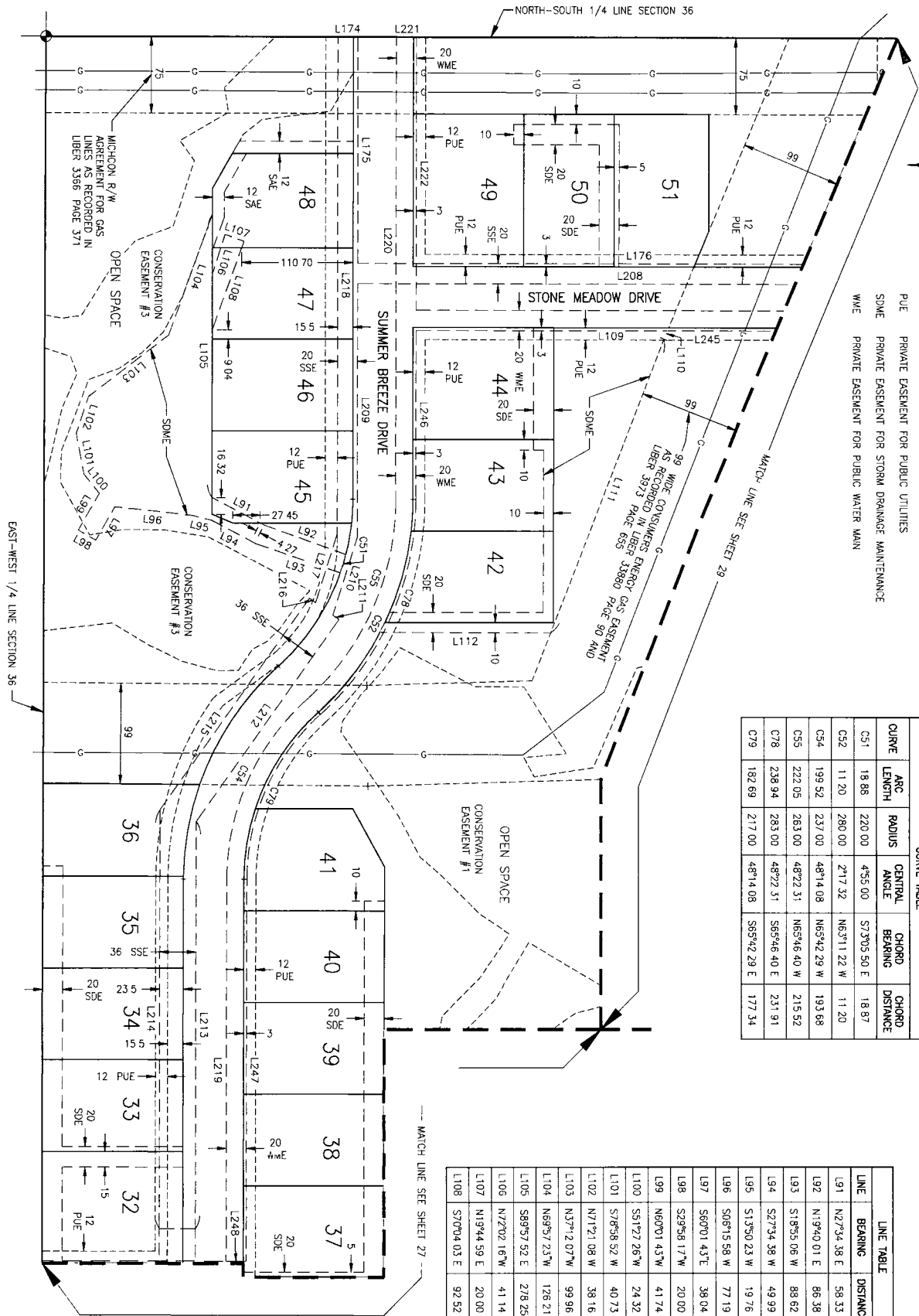
- 9 UNIT NUMBER
- LS LINE NUMBER
- CS CURVE NUMBER
- SDE PRIVATE EASEMENT FOR STORM AND SURFACE DRAINAGE
- SAE PRIVATE EASEMENT FOR STORM ACCESS
- SSE PRIVATE EASEMENT FOR PUBLIC SANITARY SEWER
- PUE PRIVATE EASEMENT FOR PUBLIC UTILITIES
- SDME PRIVATE EASEMENT FOR STORM DRAINAGE MAINTENANCE
- WME PRIVATE EASEMENT FOR PUBLIC WATER MAIN



CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C51	18.88	220.00	4°55.00	S73°05.50 E	18.87
C52	11.20	280.00	2°17.32	N63°11.22 W	11.20
C54	199.92	237.00	48°14.08	N65°42.29 W	193.68
C55	222.05	263.00	48°22.31	N65°46.40 W	215.52
C78	238.94	283.00	48°22.31	S65°46.40 E	231.91
C79	182.69	217.00	48°14.08	S65°42.29 E	177.34

LINE TABLE		
LINE	BEARING	DISTANCE
L91	N2°34.38 E	58.53
L92	N1°40.01 E	86.38
L93	S1°55.06 W	88.62
L94	S2°34.38 W	49.99
L95	S1°35.02 W	19.76
L96	S08°15.58 W	77.19
L97	S60°01.43 E	38.04
L98	S2°58.17 W	20.00
L99	N60°01.43 W	41.74
L100	S51°27.26 W	24.32
L101	S7°58.52 W	40.73
L102	N7°21.08 W	38.16
L103	N37°12.07 W	99.96
L104	N68°57.23 W	126.21
L105	S68°57.52 E	278.25
L106	N72°02.16 W	41.14
L107	N19°44.59 E	20.00
L108	S70°04.03 E	92.52

LINE TABLE		
LINE	BEARING	DISTANCE
L109	N00°02.04 E	114.54
L110	S67°19.17 E	12.19
L111	S68°40.24 E	309.90
L112	S00°02.04 W	169.91
L174	N00°02.04 E	20.00
L175	S89°57.56 E	222.00
L176	N00°02.04 E	553.31
L208	S00°02.04 W	543.31
L209	S89°57.56 E	249.15
L210	S72°25.06 E	80.67
L211	N35°32.56 E	7.49
L212	S54°27.04 E	243.60
L213	S89°49.33 E	399.41
L214	N89°49.33 W	410.89
L215	N54°27.04 W	255.08
L216	N35°32.56 E	7.49
L217	N72°25.06 W	71.09
L218	N89°57.56 W	488.07
L219	N89°49.33 W	375.31
L220	N89°57.56 W	453.86
L221	N00°02.04 E	20.00
L222	S89°57.56 E	268.00
L245	S00°02.04 W	541.81
L246	S89°57.56 E	165.88
L247	S89°49.33 E	375.32
L248	S00°11.49 W	20.00



PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

28

28

DATE: 03-21-2022

CHECKED BY: DBB

DRAWN BY: LW/MW

DESIGNED BY: TE

28

28

CLIENT

PROJECT

TITLE

DIVERSE REAL ESTATE LLC

WINDRIDGE ESTATES

EASEMENT PLAN

BEBOSS Engineering

Engineers Surveyors Planners Landscape Architects

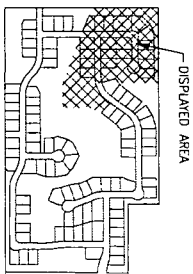
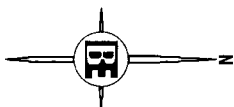
3121 E GRAND RIVER AVE

HOWELL, MI 48843

800 246 6735 FAX 517 548 1670

50 25 0 25 50 100 150
SCALE 1 INCH = 50 FEET

EASEMENT PLAN



NOT TO SCALE

LEGEND

UNIT NUMBER	LINE NUMBER	CURVE NUMBER	PRIVATE EASEMENT FOR STORM AND SURFACE DRAINAGE	PRIVATE EASEMENT FOR PUBLIC SANITARY SEWER	PRIVATE EASEMENT FOR PUBLIC UTILITIES	PRIVATE EASEMENT FOR STORM DRAINAGE MAINTENANCE	SOME	PRIVATE EASEMENT FOR PUBLIC WATER MAIN
9	1	1						

LOT NUMBERS: 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71

DRIVES: STONE MEADOW DRIVE, WHISPERING RIDGE DRIVE

EASEMENTS: CONSERVATION #1, CONSERVATION #4, CONSERVATION #8

OPEN SPACE

MATCH LINES: MATCH LINE SEE SHEET 27, MATCH LINE SEE SHEET 28, MATCH LINE SEE SHEET 30

UTILITY LINES: L179, L180, L181, L182, L183, L184, L185, L186, L187, L188, L189, L190, L191, L192, L193, L194, L195, L196, L197, L198, L199, L200, L201, L202, L203, L204, L205, L206, L207, L208, L209, L210, L211, L212, L213, L214, L215, L216, L217, L218, L219, L220, L221, L222, L223, L224, L225, L226, L227, L228, L229, L230, L231, L232, L233, L234, L235, L236, L237, L238, L239, L240, L241, L242, L243, L244, L245, L246, L247, L248, L249, L250, L251, L252, L253, L254, L255, L256, L257, L258, L259, L260, L261, L262, L263, L264, L265, L266, L267, L268, L269, L270, L271, L272, L273, L274, L275, L276, L277, L278, L279, L280, L281, L282, L283, L284, L285, L286, L287, L288, L289, L290, L291, L292, L293, L294, L295, L296, L297, L298, L299, L300, L301, L302, L303, L304, L305, L306, L307, L308, L309, L310, L311, L312, L313, L314, L315, L316, L317, L318, L319, L320, L321, L322, L323, L324, L325, L326, L327, L328, L329, L330, L331, L332, L333, L334, L335, L336, L337, L338, L339, L340, L341, L342, L343, L344, L345, L346, L347, L348, L349, L350, L351, L352, L353, L354, L355, L356, L357, L358, L359, L360, L361, L362, L363, L364, L365, L366, L367, L368, L369, L370, L371, L372, L373, L374, L375, L376, L377, L378, L379, L380, L381, L382, L383, L384, L385, L386, L387, L388, L389, L390, L391, L392, L393, L394, L395, L396, L397, L398, L399, L400, L401, L402, L403, L404, L405, L406, L407, L408, L409, L410, L411, L412, L413, L414, L415, L416, L417, L418, L419, L420, L421, L422, L423, L424, L425, L426, L427, L428, L429, L430, L431, L432, L433, L434, L435, L436, L437, L438, L439, L440, L441, L442, L443, L444, L445, L446, L447, L448, L449, L450, L451, L452, L453, L454, L455, L456, L457, L458, L459, L460, L461, L462, L463, L464, L465, L466, L467, L468, L469, L470, L471, L472, L473, L474, L475, L476, L477, L478, L479, L480, L481, L482, L483, L484, L485, L486, L487, L488, L489, L490, L491, L492, L493, L494, L495, L496, L497, L498, L499, L500, L501, L502, L503, L504, L505, L506, L507, L508, L509, L510, L511, L512, L513, L514, L515, L516, L517, L518, L519, L520, L521, L522, L523, L524, L525, L526, L527, L528, L529, L530, L531, L532, L533, L534, L535, L536, L537, L538, L539, L540, L541, L542, L543, L544, L545, L546, L547, L548, L549, L550, L551, L552, L553, L554, L555, L556, L557, L558, L559, L560, L561, L562, L563, L564, L565, L566, L567, L568, L569, L570, L571, L572, L573, L574, L575, L576, L577, L578, L579, L580, L581, L582, L583, L584, L585, L586, L587, L588, L589, L590, L591, L592, L593, L594, L595, L596, L597, L598, L599, L600, L601, L602, L603, L604, L605, L606, L607, L608, L609, L610, L611, L612, L613, L614, L615, L616, L617, L618, L619, L620, L621, L622, L623, L624, L625, L626, L627, L628, L629, L630, L631, L632, L633, L634, L635, L636, L637, L638, L639, L640, L641, L642, L643, L644, L645, L646, L647, L648, L649, L650, L651, L652, L653, L654, L655, L656, L657, L658, L659, L660, L661, L662, L663, L664, L665, L666, L667, L668, L669, L670, L671, L672, L673, L674, L675, L676, L677, L678, L679, L680, L681, L682, L683, L684, L685, L686, L687, L688, L689, L690, L691, L692, L693, L694, L695, L696, L697, L698, L699, L700, L701, L702, L703, L704, L705, L706, L707, L708, L709, L710, L711, L712, L713, L714, L715, L716, L717, L718, L719, L720, L721, L722, L723, L724, L725, L726, L727, L728, L729, L730, L731, L732, L733, L734, L735, L736, L737, L738, L739, L740, L741, L742, L743, L744, L745, L746, L747, L748, L749, L750, L751, L752, L753, L754, L755, L756, L757, L758, L759, L760, L761, L762, L763, L764, L765, L766, L767, L768, L769, L770, L771, L772, L773, L774, L775, L776, L777, L778, L779, L780, L781, L782, L783, L784, L785, L786, L787, L788, L789, L790, L791, L792, L793, L794, L795, L796, L797, L798, L799, L800, L801, L802, L803, L804, L805, L806, L807, L808, L809, L810, L811, L812, L813, L814, L815, L816, L817, L818, L819, L820, L821, L822, L823, L824, L825, L826, L827, L828, L829, L830, L831, L832, L833, L834, L835, L836, L837, L838, L839, L840, L841, L842, L843, L844, L845, L846, L847, L848, L849, L850, L851, L852, L853, L854, L855, L856, L857, L858, L859, L860, L861, L862, L863, L864, L865, L866, L867, L868, L869, L870, L871, L872, L873, L874, L875, L876, L877, L878, L879, L880, L881, L882, L883, L884, L885, L886, L887, L888, L889, L890, L891, L892, L893, L894, L895, L896, L897, L898, L899, L900, L901, L902,

CLIENT	DIVERSE REAL ESTATE LLC
PROJECT	WINDRIDGE ESTATES
TITLE	EASEMENT PLAN

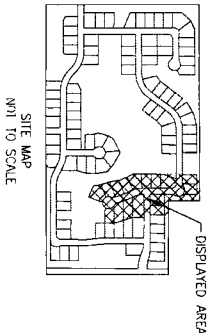
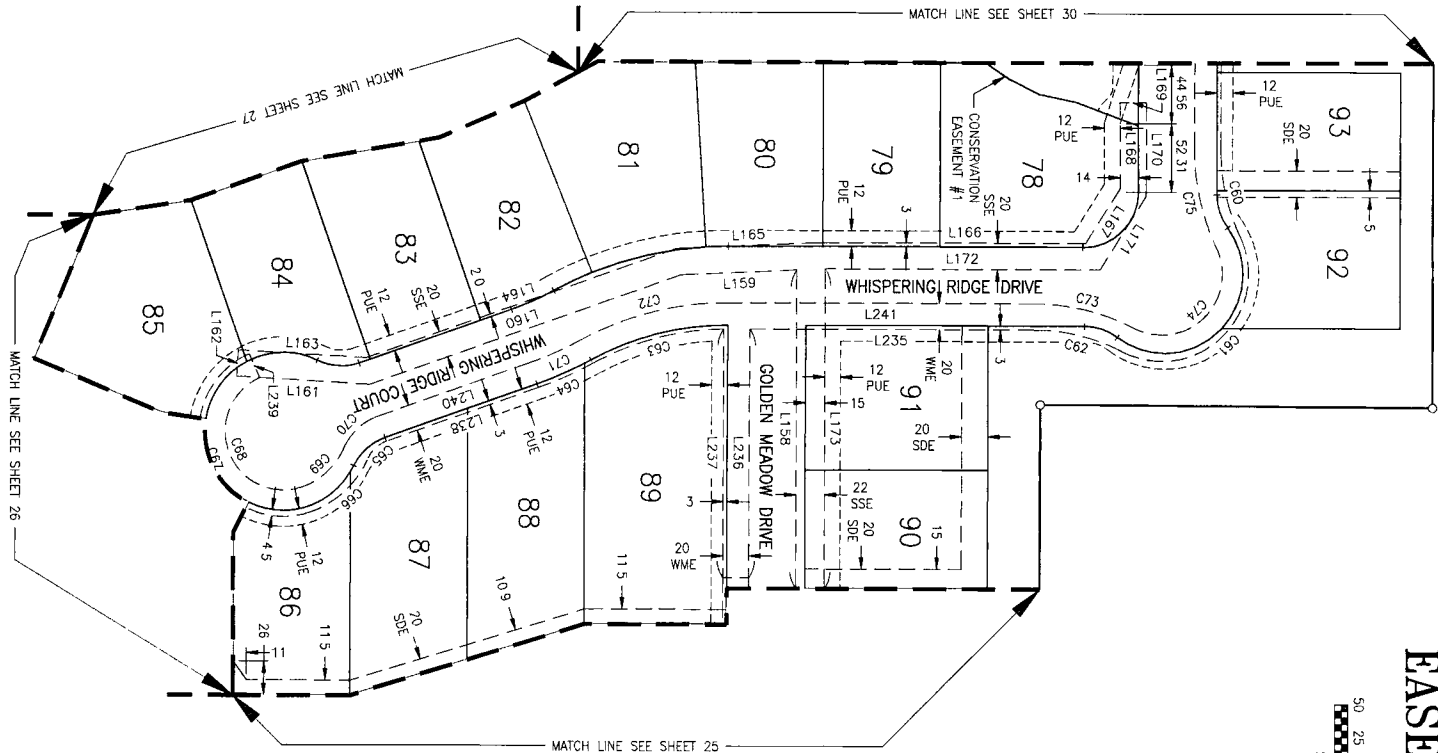
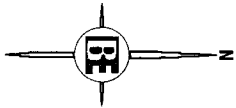
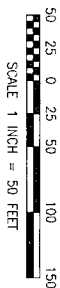
BEBOSS
Engineering
Engineers Surveyors Planners Landscape Architects
3121 E GRAND RIVER AVE
HOWELL MI 48843
800 246 6735 FAX 517 548 1670

PROPOSED AS OF MARCH 21 2022
UNITS 1--31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

29



EASEMENT PLAN

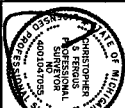


LINE TABLE				LINE TABLE			
LINE	BEARING	DISTANCE		LINE	BEARING	DISTANCE	
L158	N89°47'49" W	242.16		L170	S89°49'49" E	71.16	
L159	S02°16'40" E	88.88		L171	S57°42'23" E	66.26	
L160	S19°13'49" E	254.70		L172	S00°12'11" W	210.44	
L161	S03°24'09" W	101.79		L173	S89°47'49" E	243.00	
L162	N66°35'51" W	20.00		L235	S00°12'11" W	217.62	
L163	N03°24'09" E	97.79		L236	S89°47'49" E	188.80	
L164	N19°13'49" W	253.67		L237	N89°47'49" W	188.78	
L165	N02°16'40" W	111.62		L238	S19°13'49" E	123.66	
L166	S00°12'11" W	202.50		L239	N66°04'33" E	20.00	
L167	N57°42'23" W	49.43		L240	N19°13'49" W	123.66	
L168	N89°49'49" W	65.40		L241	N00°12'11" E	234.56	
L169	N00°10'11" E	20.00					

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C60	67.09	150.00	25°37'42"	N77°21'21" E	66.54
C61	165.43	66.50	142°31'55"	S44°11'33" E	125.95
C62	70.35	150.00	26°52'14"	S13°38'18" W	69.70
C63	105.48	217.00	27°51'06"	S14°31'54" E	104.45
C64	45.58	283.00	9°13'38"	S23°50'38" E	45.53
C65	20.40	25.00	46°45'32"	S42°36'45" E	19.84
C66	61.21	75.00	46°45'32"	S42°36'45" E	59.53
C67	197.35	64.50	175°18'22"	S68°25'22" W	128.89
C68	136.16	44.50	175°18'22"	N68°25'22" E	88.93
C69	44.89	55.00	46°45'32"	N42°36'45" W	43.65
C70	36.73	45.00	46°45'32"	N42°36'45" W	35.72
C71	42.35	263.00	9°13'38"	N23°50'38" W	42.31
C72	116.55	237.00	28°39'37"	N14°07'38" W	117.32
C73	79.73	170.00	26°52'14"	N13°38'18" E	79.00
C74	115.68	46.50	142°31'55"	N44°11'33" W	88.07
C75	76.04	170.00	25°37'42"	S77°21'21" W	75.41

- LEGEND**
- 9 UNIT NUMBER
 - L5 LINE NUMBER
 - C5 CURVE NUMBER
 - S9E PRIVATE EASEMENT FOR STORM AND SURFACE DRAINAGE
 - S4E PRIVATE EASEMENT FOR STORM ACCESS
 - SSE PRIVATE EASEMENT FOR PUBLIC SANITARY SEWER
 - PUE PRIVATE EASEMENT FOR PUBLIC UTILITIES
 - SOME PRIVATE EASEMENT FOR STORM DRAINAGE MAINTENANCE
 - WME PRIVATE EASEMENT FOR PUBLIC WATER MAIN

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT



RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2022 APR 29 PM 2:00

OAKLAND COUNTY TREASURERS CERTIFICATE
This is to certify that there are no delinquent property
taxes as of this date owed to our office on this property.
No representation is made as to the status of any state, tax
tax liens or titles owed to any other entities.

PAID RECORDED - Oakland County, MI
MAY 06 2022 Clerk/Register of Deeds

5.00

ROBERT WITTENBERG, County Treasurer
Sec. 135, Act 206, 1893 as amended

2021/ NOT EXAMINED
FOURTH AMENDMENT TO MASTER DEED
OF
WINDRIDGE ESTATES

DIVERSE REAL ESTATE LLC, a Michigan limited liability company, whose address is 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315, being the Developer of Windridge Estates, a residential condominium project located in the Township of Lyon, County of Oakland, State of Michigan (the "Condominium Project"), established pursuant to the Master Deed thereof recorded in Liber 54718, Page 233, Oakland County Records, as amended by that certain First Amendment to Master Deed recorded in Liber 56947, Page 721, Oakland County Records, and as further amended by that certain Second Amendment to Master Deed recorded in Liber 57229, Page 499, Oakland County Records, and as further amended by that certain Third Amendment to Master Deed recorded in Liber 57696, Page 442, Oakland County Records (collectively, the "Master Deed"), and designated as Oakland County Condominium Subdivision Plan No 2312, hereby amends the Master Deed for the purpose of expanding the Condominium Project by the addition of the land described in Paragraph 1 below and creating 71 new Units within such added land, being Units 32 through 102, both inclusive. Upon the recording of this Fourth Amendment to Master Deed in the office of the Oakland County Register of Deeds, the Master Deed, including the Condominium Subdivision Plan attached thereto as Exhibit B and recorded as aforesaid, will be amended as follows:

1 The following land shall be added to the Condominium Project by this Fourth Amendment

LAND IN THE CHARTER TOWNSHIP OF LYON, COUNTY OF OAKLAND, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS

PART OF THE NORTHEAST 1/4 OF SECTION 36, T1N-R7E, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS. COMMENCING AT THE EAST 1/4 CORNER OF SECTION 36, THENCE ALONG THE EAST-WEST 1/4 LINE OF SECTION 36, N 89°49'33" W, 1427 66 FEET, TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING ALONG THE EAST-WEST 1/4 LINE OF SECTION 36, N 89°49'33" W, 1204 24 FEET TO THE CENTER OF SECTION 36, THENCE ALONG THE NORTH-SOUTH 1/4 LINE OF SECTION 36, N 00°02'04" E, 1487 10 FEET, THENCE S 89°49'49" E, 1916 23 FEET, THENCE S 00°26'28" W, 299 74 FEET, THENCE S 89°47'49" E, 140.06 FEET, THENCE S 00°12'11" W, 240.00 FEET, THENCE

S 89°47'49" E, 27.51 FEET, THENCE S 00°12'11" W, 110.00 FEET, THENCE S 16°45'23" E, 188.18 FEET; THENCE S 00°12'11" W, 90.00 FEET, THENCE N 89°47'49" W, 122.92 FEET, THENCE N 63°29'01" W, 25.99 FEET, THENCE SOUTHWESTERLY ALONG AN ARC RIGHT, HAVING A LENGTH OF 75.76 FEET, A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 72°21'01", AND A LONG CHORD WHICH BEARS S 62°41'29" W, 70.83 FEET, THENCE S 08°52'00" W, 35.00 FEET; THENCE S 22°42'58" W, 105.93 FEET; THENCE N 67°17'02" W, 118.01 FEET, THENCE N 08°28'49" W, 76.19 FEET, THENCE N 19°13'49" W, 90.00 FEET; THENCE N 09°43'39" W, 91.25 FEET, THENCE N 09°36'20" W, 16.18 FEET, THENCE N 23°01'53" W, 71.10 FEET, THENCE N 28°08'31" W, 47.15 FEET, THENCE S 89°59'57" W, 686.51 FEET, THENCE S 00°01'51" W, 489.90 FEET, THENCE S 89°49'33" E, 243.65 FEET, THENCE S 00°10'27" W, 140.00 FEET, THENCE N 89°49'33" W, 43.38 FEET, THENCE S 00°10'27" W, 60.00 FEET, THENCE S 89°49'33" E, 30.02 FEET, THENCE S 00°10'27" W, 140.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 53.38 ACRES, MORE OR LESS, AND SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD

21-36-200-041 NE 1/4

2. Notwithstanding the expansion of the Condominium Project by adding 71 new Units as described above, the Percentages of Value assigned to the Units shall be equal and the Percentages of Value for all Units is 100%

3 Amended Sheets 1 through 31, both inclusive, of Replat No. 1 of the Condominium Subdivision Plan of Windridge Estates, as attached hereto, shall replace and supersede Sheets 1 through 15, both inclusive, of the Condominium Subdivision Plan of Windridge Estates as previously recorded, and Sheets 1 through 15, both inclusive, of the Condominium Subdivision Plan of Windridge Estates as previously recorded shall be of no further force or effect

4 In all other respects, other than as hereinabove indicated, the Master Deed, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B and recorded as aforesaid, is hereby ratified and confirmed

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Dated this 28TH day of APRIL, 2022

DIVERSE REAL ESTATE LLC, a Michigan
limited liability company

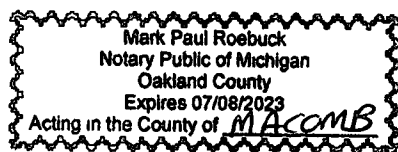
By _____

Name Anthony Lombardo

Its: Authorized Agent

STATE OF MICHIGAN)
) ss
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 28TH day of APRIL, 2022, by Anthony Lombardo, the Authorized Agent of Diverse Real Estate LLC, a Michigan limited liability company, on behalf of the limited liability company



Mark Paul Roebuck
_____, Notary Public
OAKLAND County, Michigan
My commission expires: 7/8/2023
Acting in MACOMB County, Michigan

PREPARED BY AND WHEN RECORDED RETURN TO.

Brandon J. Muller
Clark Hill PLC
151 South Old Woodward Avenue, Suite 200
Birmingham, Michigan 48009

[Signature Page to Fourth Amendment to Master Deed of Windridge Estates]

REPLAT NO. 1
OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 2312
EXHIBIT B TO THE MASTER DEED OF

WINDRIDGE ESTATES

A SITE CONDOMINIUM IN SECTION 36, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

DEVELOPER.

DIVERSE REAL ESTATE LLC
13901 23 MILE ROAD SUITE 200
SHELBY TOWNSHIP MICHIGAN 48315

CONDOMINIUM BOUNDARY

DESCRIPTION OF WINDRIDGE ESTATES

PART OF THE NORTHEAST 1/4 OF SECTION 36 T1N-R7E LYON TOWNSHIP OAKLAND COUNTY MICHIGAN MORE PARTICULARLY DESCRIBED AS FOLLOWS BEGINNING AT THE EAST 1/4 CORNER OF SECTION 36 THENCE ALONG THE EAST-WEST 1/4 LINE OF SECTION 36 N 89°49'33" W 2831.90 FEET TO THE CENTER OF SECTION 36 THENCE ALONG THE NORTH-SOUTH 1/4 LINE OF SECTION 36 N 00°02'04" E 1487.10 FEET THENCE S 89°49'49" E 1916.23 FEET THENCE S 00°26'28" W 299.74 FEET THENCE S 89°47'49" E 725.83 FEET TO THE CENTERLINE OF NAPIER RD (60 FOOT WIDE 1/2 WIDTH RIGHT OF WAY) THENCE ALONG THE CENTERLINE OF NAPIER ROAD (60 FOOT WIDE 1/2 WIDTH RIGHT OF WAY) AND THE EAST LINE OF SECTION 36 S 00°25'20" W 1187.15 FEET TO THE POINT OF BEGINNING CONTAINING 85.03 ACRES MORE OR LESS AND SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EXISTING NAPIER ROAD ALSO SUBJECT TO ANY OTHER EASEMENTS AND RESTRICTIONS OF RECORD

NOTE: THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED AS PART OF THE CONSTRUCTION PERMIT APPLICATION WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

DRAWING INDEX	
SHEET NO	DESCRIPTION
1	COVER SHEET
2	SURVEY PLAN
3	COMPOSITE PLAN
4-10	SITE PLAN
11-17	UTILITY PLAN
18-24	UNIT AREAS & PERIMETER PLAN
25-31	EASEMENT PLAN

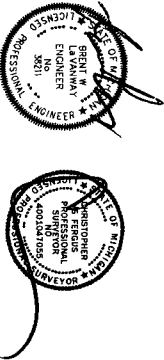
NOTES

ALL UTILITY STRUCTURES AND IMPROVEMENTS SHOWN
EITHER HAVE BEEN CONSTRUCTED OR MUST BE BUILT ON
UNITS 1-31 AND NEED NOT BE BUILT ON UNITS 32-102

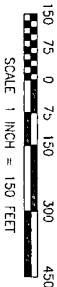
PREPARED BY.



Engineers Surveyors Planners Landscape Architects
3121 E GRAND RIVER AVE
HOWELL, MI 48843
800 246 6735 FAX 517 548 1670



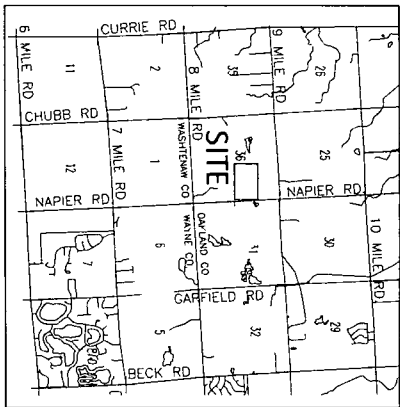
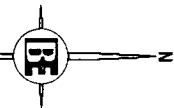
PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT



SURVEY PLAN

N 1/4 COR
SEC 36
T1N-R7E
(1-11)

NE COR
SEC 36
T1N-R7E
(M-11)



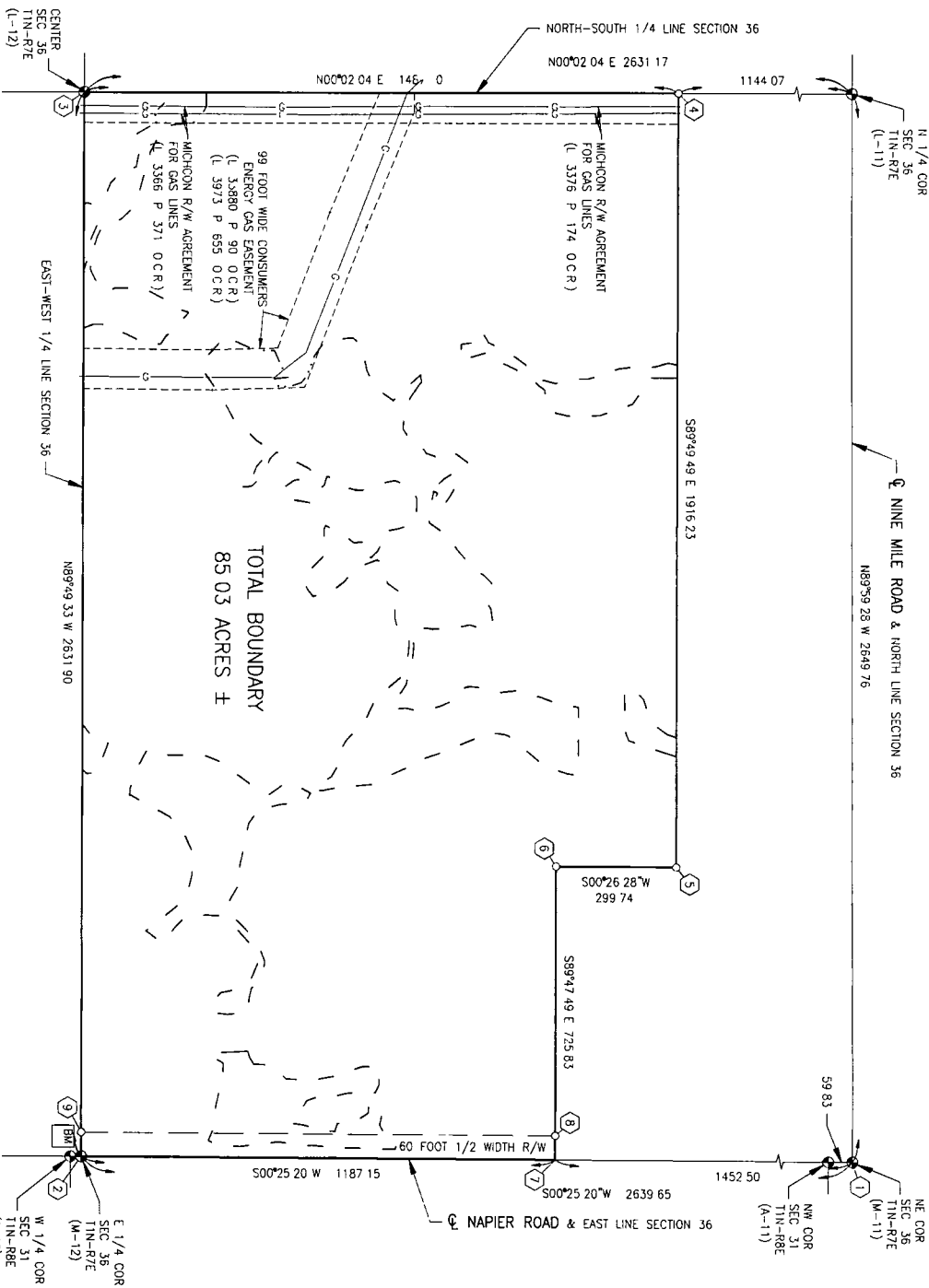
LOCATION MAP
NOT TO SCALE

BENCHMARKS. (NGVD88 DATUM)
• BM RAILROAD SPRING IN SE SIDE OF UTILITY POLE @ SE CORNER OF SITE
(64' WEST OF THE EAST 1/4 CORNER OF SEC 36 IN NAPIER ROAD)
ELEV. 998.62

1. CHRISTOPHER S. FERGUS, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 2312 AS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION THAT THERE ARE NO ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE LOCATED IN THE GROUND WITHIN 1 YEAR FROM RECORDING DATE AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978 THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978 THAT THE BEARINGS AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978

DATE MARCH 21, 2022

CHRISTOPHER S. FERGUS
PROFESSIONAL SURVEYOR
LICENSE NO. 41055
BOSS ENGINEERING COMPANY
3121 E. GRAND RIVER AVENUE
HOWELL, MICHIGAN 48843



TOTAL BOUNDARY
85.03 ACRES ±

LIST OF COORDINATES

NO	NORTHING	EASTING
1	347133.43	13343173.30
2	344493.85	13343153.85
3	344501.85	13340521.96
4	345989.95	13340522.86
5	345983.27	13342438.08
6	345883.54	13342436.77
7	345880.97	13343162.60
8	345881.18	13343102.60
9	344494.04	13343093.85

NOTES

1. BEARINGS WERE ESTABLISHED ON THE EAST LINE OF SECTION 36 BEING N 00°25'20" E FROM THE EAST 1/4 CORNER SECTION 36 T1N-R7E LYON TOWNSHIP OAKLAND COUNTY MICHIGAN
2. WETLANDS LIMITS PER WILSON ROAD GROUP INC DOCUMENTATION COMPLETED IN THE SUMMER OF 2015 AND THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY WATER RESOURCES DIVISION PERMIT NO. WRP 3650X-110 ISSUED ON OCTOBER 11, 2016
3. OTHER EASEMENTS ARE SHOWN ON THE EASEMENT PLAN SHEETS 25, 26, 27, 28, 29, 30, AND 31
4. SEE SHEET 1 FOR DESCRIPTION

LEGEND

- DENOTES CONCRETE MONUMENT
- 4" DIAMETER 3/8" LONG
- ENCASING 1/2" IRON ROD
- COORDINATE NUMBER
- BENCHMARK LOCATION
- WETLAND BOUNDARY

PROPOSED AS OF MARCH 21, 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
SURVEY PLAN

CLIENT
PROJECT
TITLE

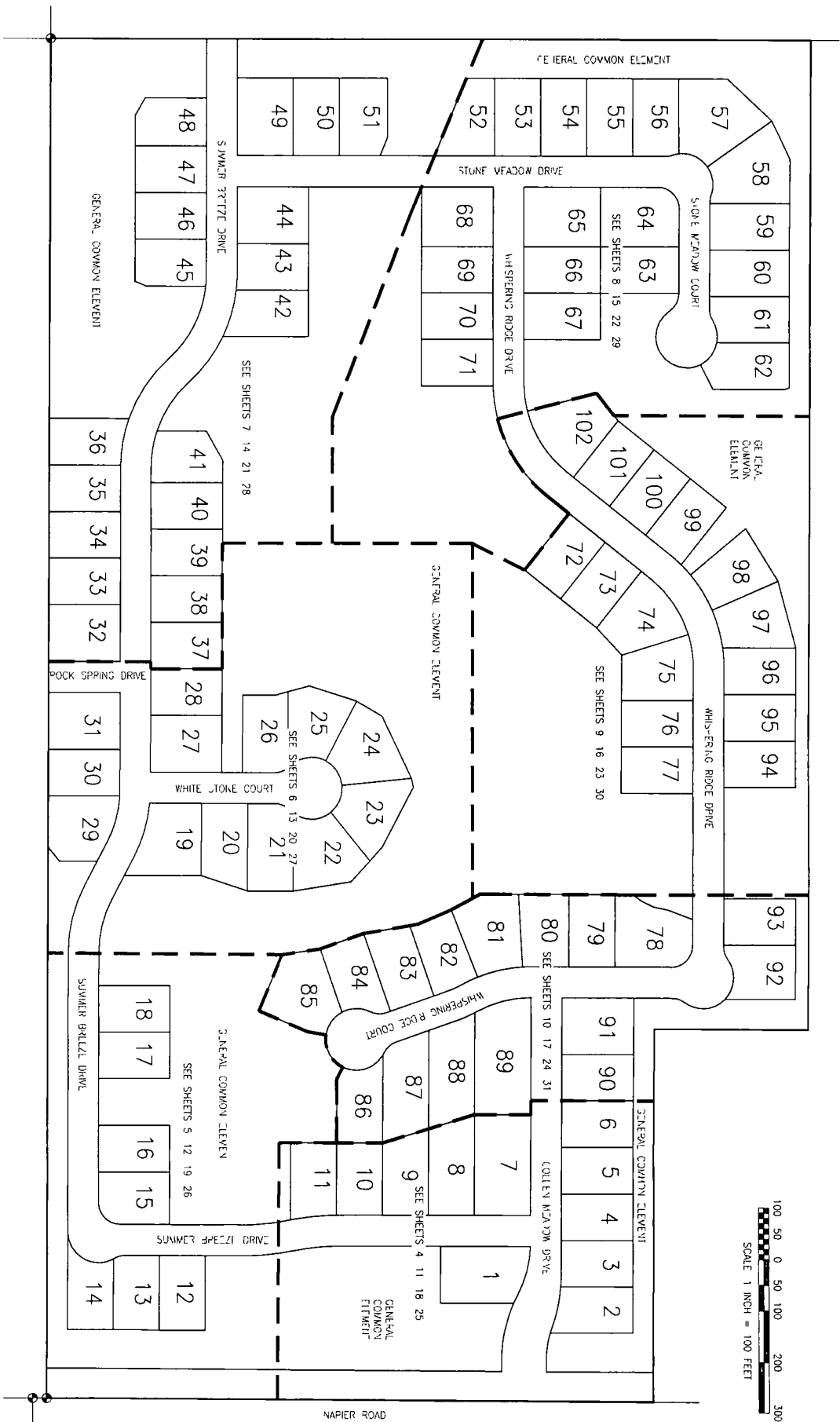
BEBOSS Engineering
Engineers Surveyors Planners Landscape Architects
3121 E. GRAND RIVER AVE
HOWELL MI 48843
800 246 6735 FAX 517 548 1670



DRAWN BY: TE
CHECKED BY: PRB
DATE: 03-21-2022
JOB NO: 14-414

2

COMPOSITE PLAN



LEGEND.
UNIT NUMBER
9
SHEET MATCH LINE

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

SHEET NO
3

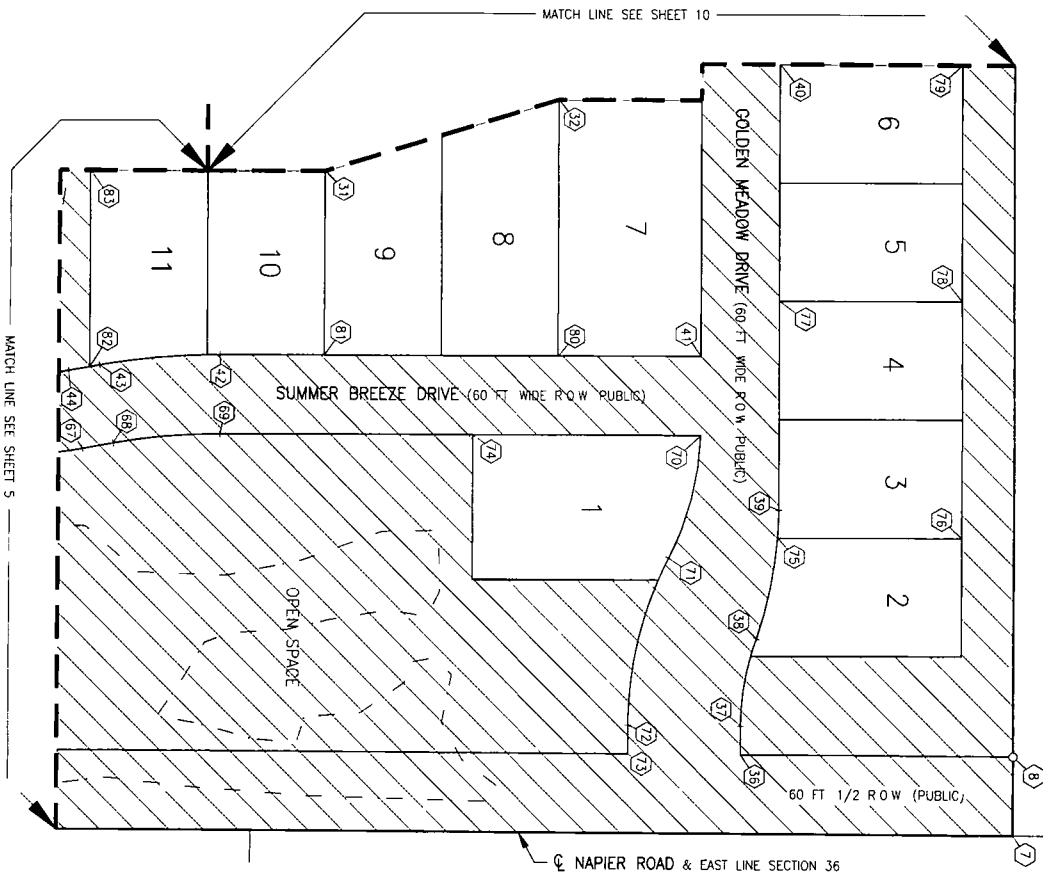
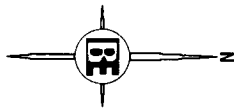
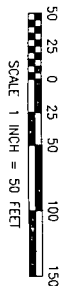


CLIENT
PROJECT
TITLE

DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
COMPOSITE PLAN

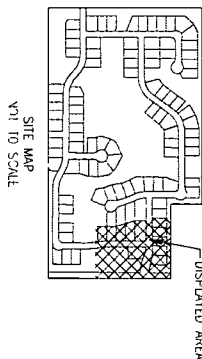
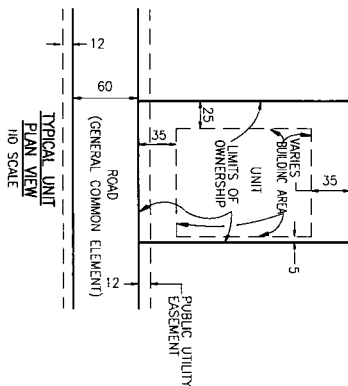
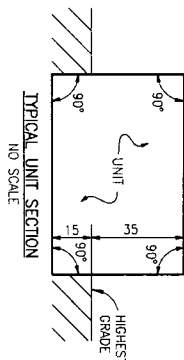
BEBOSS
Engineering
Engineers Surveyors Planners Landscape Architects
3121 E GRAND RIVER AVE
HOWELL MI 48843
800 246 6735 FAX 517 548 1670

SITE PLAN



- 9 UNIT NUMBER
- 3 GENERAL COMMON ELEMENT
- WETLAND BOUNDARY

LEGEND
DENOTES CONCRETE MONUMENT
4 DIAMETER, 36 LONG
ENCASING 1/2" IRON ROD



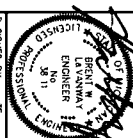
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NO	NORTHING	EASTING
7	345680 97	13343162 60
8	345681 18	13343102 60
31	345152 76	13342657 35
32	345332 95	13342603 10
36	345472 20	13343101 06
37	345472 36	13343079 19
38	345484 68	13343012 91
39	345501 85	13342915 02
40	345503 05	13342576 19
41	345442 26	13342798 38
42	345072 14	13342797 07
43	344979 68	13342804 86
44	344955 85	13342808 99
67	344956 10	13342868 11
68	344989 94	13342863 98

LIST OF COORDINATES		
NO	NORTHING	EASTING
69	345071 92	13342857 07
70	345441 92	13342858 38
71	345417 10	13342951 80
72	345385 54	13343078 41
73	345385 38	13343100 42
74	345266 22	13342857 75
75	345500 87	13342936 19
76	345641 77	13342936 69
77	345502 41	13342756 19
78	345642 41	13342756 69
79	345643 05	13342576 69
80	345332 26	13342797 99
81	345152 26	13342797 35
82	344972 23	13342806 15
83	344972 76	13342856 71

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
SITE PLAN

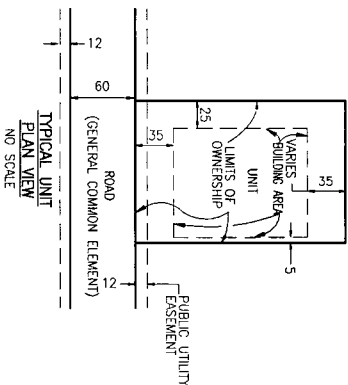
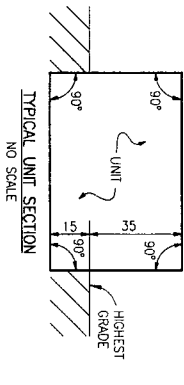
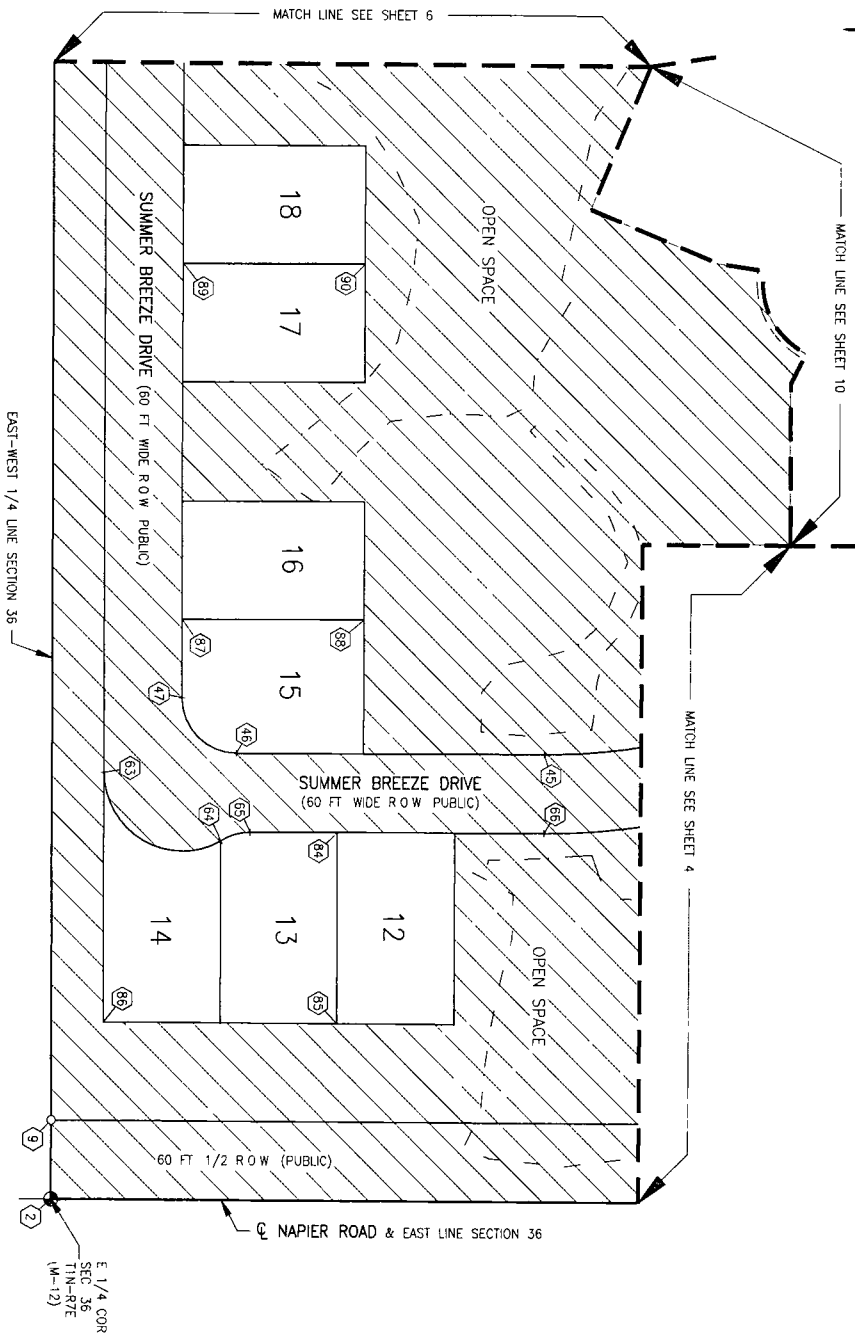
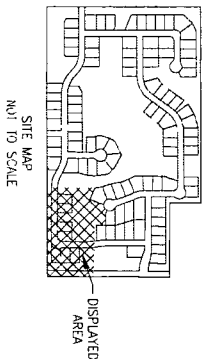
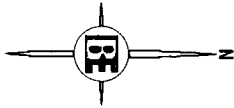
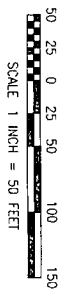
BEBOSS
Engineering
Engineers Surveyors Planners Landscape Architects
3121 E GRAND RIVER AVE
HOWELL MI 48843
800 246 6735 FAX 517 548 1670



DRAWN BY: TE
CHECKED BY: DBB
SCALE: 1" = 50'
JOB NO: 14-414
DATE: 03-21-2022
SHEET INFORMATION

4

SITE PLAN



LEGEND

DENOTES CONCRETE MONUMENT
4 DIAMETER 36" LONG
ENCASING 1/2" IRON ROD

UNIT NUMBER

GENERAL COMMON ELEMENT

COORDINATE NUMBER

WETLAND BOUNDARY

LIST OF COORDINATES			LIST OF COORDINATES		
NO	NORTHING	EASTING	NO	NORTHING	EASTING
2	344493.85	13343153.85	66	344873.55	13342875.90
9	344494.04	13343093.85	84	344714.77	13342875.34
45	344873.86	13342815.91	85	344714.26	13343020.58
46	344636.86	13342815.07	86	344534.26	13343019.25
47	344595.01	13342772.94	87	344595.19	13342713.46
63	344534.84	13342829.40	88	344725.24	13342713.96
64	344624.75	13342881.60	89	344596.01	13342442.92
85	344647.38	13342875.10	90	344736.01	13342443.35

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
SITE PLAN

BEBOSS
Engineering
Engineers Surveyors Planners Landscape Architects
3121 E GRAND RIVER AVE
HOWELL MI 48843
800 246 6735 FAX 517 548 1670

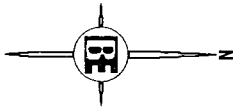
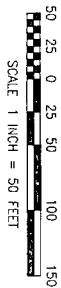
CLIENT
PROJECT
DATE

DESIGNED BY
DRAWN BY
CHECKED BY
DATE

SCALE
JOB NO
DATE

SHEET NO
5

SITE PLAN



MATCH LINE SEE SHEET 9

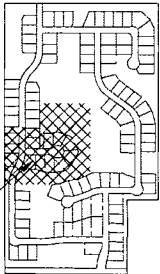
MATCH LINE SEE SHEET 8

OPEN SPACE

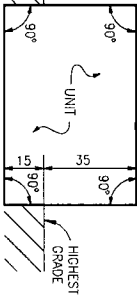
MATCH LINE SEE SHEET 7

MATCH LINE SEE SHEET 10

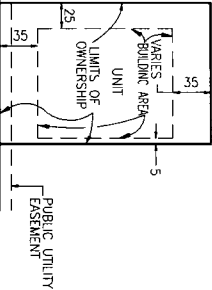
MATCH LINE SEE SHEET 5



TYPICAL UNIT SECTION
NO SCALE



TYPICAL UNIT
PLAN VIEW
NO SCALE



LEGEND

- DENOTES CONCRETE MONUMENT
- 4" DIAMETER 3/8" LONG
- ENCLOSING 1/2" IRON ROD
- 9 UNIT NUMBER
- GENERAL COMMON ELEMENT
- 3 COORDINATE NUMBER
- WETLAND BOUNDARY

LIST OF COORDINATES		
NO	NORTHING	EASTING
10	344498.19	13341726.20
11	344638.19	13341726.63
14	344698.15	13341740.16
15	344838.15	13341740.59
48	344596.48	13342288.77
49	344621.63	13342187.29
50	344665.43	13342103.73
51	344696.19	13342000.16
52	344971.33	13342000.90
53	344971.04	13342013.35
54	344971.30	13341928.64
55	344941.51	13341940.90
56	344697.54	13341940.16
57	344498.01	13341786.20
58	344638.01	13341786.63
59	344637.44	13341974.40

LIST OF COORDINATES		
NO	NORTHING	EASTING
60	344612.29	13342075.87
61	344568.49	13342159.44
62	344536.48	13342288.56
91	344798.15	13342000.47
92	344797.73	13342140.47
93	344978.10	13342019.44
94	344977.64	13342170.19
95	345073.37	13341965.19
96	345209.24	13341951.69
97	344967.67	13341931.86
98	344968.12	13341784.19
99	344697.88	13341830.16
100	344837.88	13341830.59
101	344637.05	13341986.82
102	344497.40	13341986.40

DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
SITE PLAN

BEBOSS
Engineering
Engineers Surveyors Planners Landscape Architects
3121 E. GRAND RIVER AVE
HOWELL MI 48843
800 246 6735 FAX 517 548 1670

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

CLIENT	DIVERSE REAL ESTATE LLC
PROJECT	WINDRIDGE ESTATES
DATE	03-21-2022
BY	BEBOSS ENGINEERING
CHECKED BY	BEBOSS ENGINEERING
DATE	03-21-2022
SCALE	1" = 50'
JOB NO	14-414
DATE	03-21-2022
NOTING INFORMATION	
SHEET NO	6

LEGEND

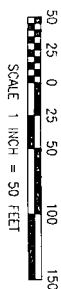
DENOTES CONCRETE MONUMENT
4 DIAMETER 36 LONG
ENCASING 1/2 IRON ROD

UNIT NUMBER

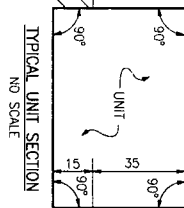
GENERAL COMMON ELEMENT

COORDINATE NUMBER

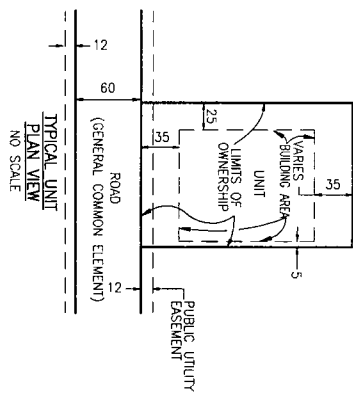
WETLAND BOUNDARY



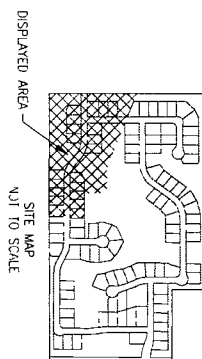
SCALE 1 INCH = 50 FEET



TYPICAL UNIT SECTION
NO SCALE



TYPICAL UNIT
PLAN VIEW
NO SCALE



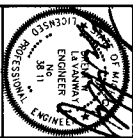
DISPLAYED AREA - NJ1 TO SCALE

LIST OF COORDINATES		
NO	NORTHING	EASTING
1	344501 85	13540521 96
2	344501 89	13540521 96
3	344501 98	13541726 65
10	344638 19	13541726 65
11	344638 19	13541726 65
14	344638 15	13541740 16
15	344838 15	13541740 59
103	344639 34	13541354 9
104	344773 30	13541185 31
105	344857 44	13540976 08
106	344867 58	13540870 17
144	344867 58	13540747 18
145	344867 71	13540522 18
146	344807 71	13540522 15
147	344807 44	13540976 03
148	344733 47	13541140 44
149	344639 34	13541354 00
150	344638 80	13541526 63
151	344498 80	13541526 20
152	344639 35	13541354 63
153	344499 35	13541346 20
154	344688 70	13541560 16
155	344838 70	13541560 59
156	344699 25	13541380 16
157	344839 24	13541380 59
158	344838 69	13541007 18
159	345007 42	13541007 27
160	345007 54	13540807 27
161	344807 49	13540909 04
162	344667 48	13540908 95
163	344807 99	13540729 04
164	344667 99	13540728 95
165	344867 67	13540597 18
166	345057 96	13540747 30
167	345057 67	13540597 30

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
SITE PLAN

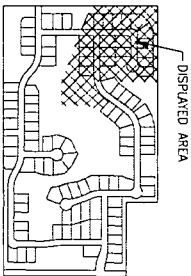
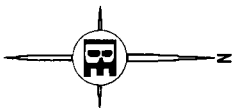
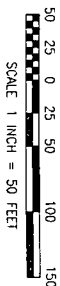
CLIENT
PROJECT
TITLE



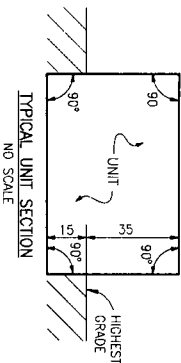
DRAWN BY	EW/MR
CHECKED BY	DPB
SAC	1 = 50
JOB NO	14-414
DATE	03-21-2022
PLOTTING INFORMATION	

7
S FET (H)

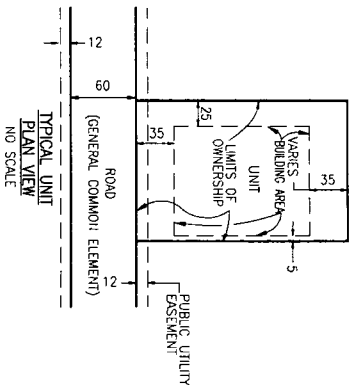
SITE PLAN



SITE MAP
NOT TO SCALE



TYPICAL UNIT SECTION
NO SCALE



TYPICAL UNIT
PLAN VIEW
NO SCALE

NORTH-SOUTH 1/4 LINE SECTION 36

STONE MEADOW DRIVE (60 FT WIDE ROW PUBLIC)

WHISPERING RIDGE DRIVE (60 FT WIDE ROW PUBLIC)

STONE MEADOW COURT
(60 FT WIDE ROW PUBLIC)

MATCH LINE SEE SHEET 7

OPEN SPACE

MATCH LINE SEE SHEET 6

LIST OF COORDINATES		
NO	NORTHING	EASTING
4	345986.95	13340522.86
107	345369.35	13340807.49
108	345369.12	13341185.85
132	345429.12	13341185.89
133	345429.35	13340807.52
134	345691.01	13340807.66
135	345732.98	13340849.80
136	345732.50	13341012.70
137	345713.87	13341047.46
138	345798.52	13341066.17
139	345792.40	13341044.22
140	345793.02	13340835.30
141	345795.31	13340821.77
142	345719.26	13340745.46
143	345705.72	13340747.69
188	345372.10	13340747.49
189	345372.19	13340597.49

LIST OF COORDINATES		
NO	NORTHING	EASTING
170	345552.10	13340747.60
171	345552.19	13340597.60
172	345732.11	13340742.61
173	345732.19	13340597.70
174	345793.02	13340838.31
175	345948.01	13340838.77
176	345792.48	13341018.31
177	345947.46	13341018.77
178	345808.23	13341108.35
179	345947.21	13341108.77
180	345579.23	13341012.61
181	345579.35	13340807.61
182	345429.23	13341012.52
183	345369.28	13340922.49
184	345229.28	13340922.40
185	345369.17	13341102.49
186	345229.17	13341102.40

LEGEND

- DENOTES CONCRETE MONUMENT
- 4" DIAMETER, 36" LONG
- ENCLOSING 1/2" IRON ROD
- 9 UNIT NUMBER
- 3 GENERAL COMMON ELEMENT
- WETLAND BOUNDARY

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

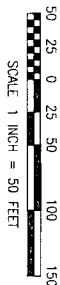
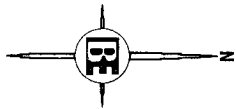
DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
SITE PLAN

BEBOSS
Engineering
Engineers Surveyors Planners Landscape Architects
3121 E GRAND RIVER AVE
HOWELL MI 48843
800 246 6735 FAX 517 548 1670

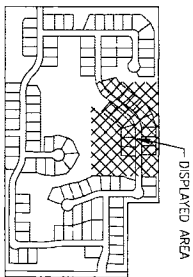
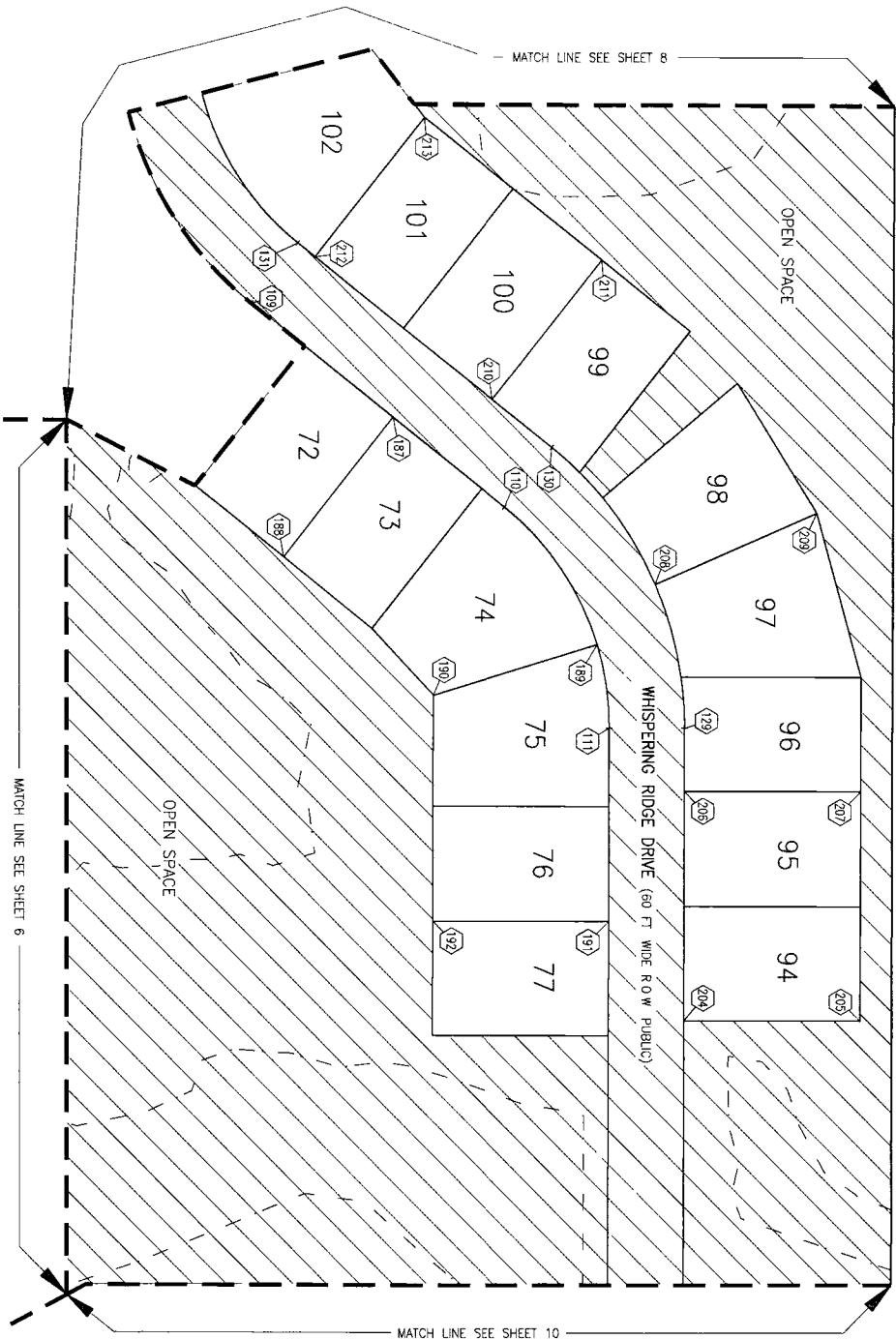


CLIENT	PROJECT	TITLE
DIVERSE REAL ESTATE LLC	WINDRIDGE ESTATES	SITE PLAN
DATE	DRAWN BY	CHECKED BY
03-21-2022	TE	PRB
9" X 11" NO	8	

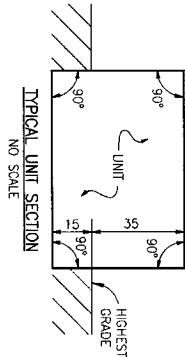
SITE PLAN



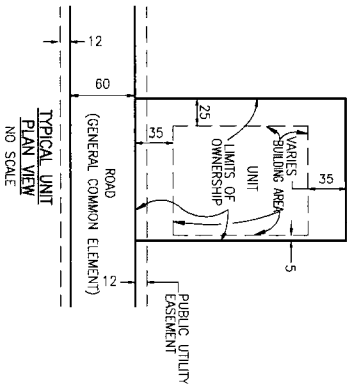
- LEGEND**
- DENOTES CONCRETE MONUMENT
4" DIAMETER 3/6" LONG
ENCASING 1/2" IRON ROD
 - 9 UNIT NUMBER
 - 3 GENERAL COMMON ELEMENT
 - WETLAND BOUNDARY



SITE MAP
NOT TO SCALE



TYPICAL UNIT SECTION
NO SCALE



TYPICAL UNIT
PLAN VIEW
NO SCALE

LIST OF COORDINATES			LIST OF COORDINATES		
NO	NORTHING	EASTING	NO	NORTHING	EASTING
109	345475.08	13341405.36	192	345619.90	13341890.51
110	345677.09	13341565.65	204	345819.66	13341968.85
111	345780.35	13341738.91	205	345959.66	13341989.27
129	345820.35	13341739.12	206	345820.20	13341788.85
130	345714.39	13341518.65	207	345860.20	13341789.27
131	345512.38	13341358.36	208	345797.04	13341626.13
187	345588.19	13341495.11	209	345925.38	13341570.21
188	345501.17	13341604.78	210	345667.11	13341481.13
189	345730.56	13341673.09	211	345754.13	13341371.46
190	345620.42	13341713.27	212	345526.10	13341389.25
191	345759.89	13341890.93	213	345613.12	13341259.58

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
SITE PLAN

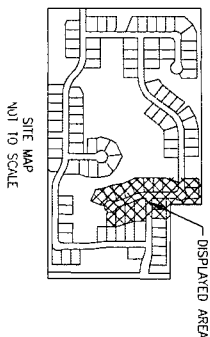
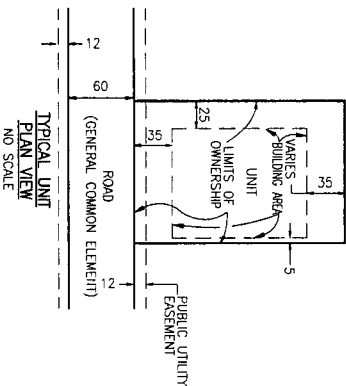
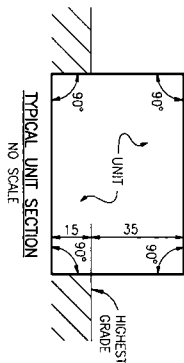
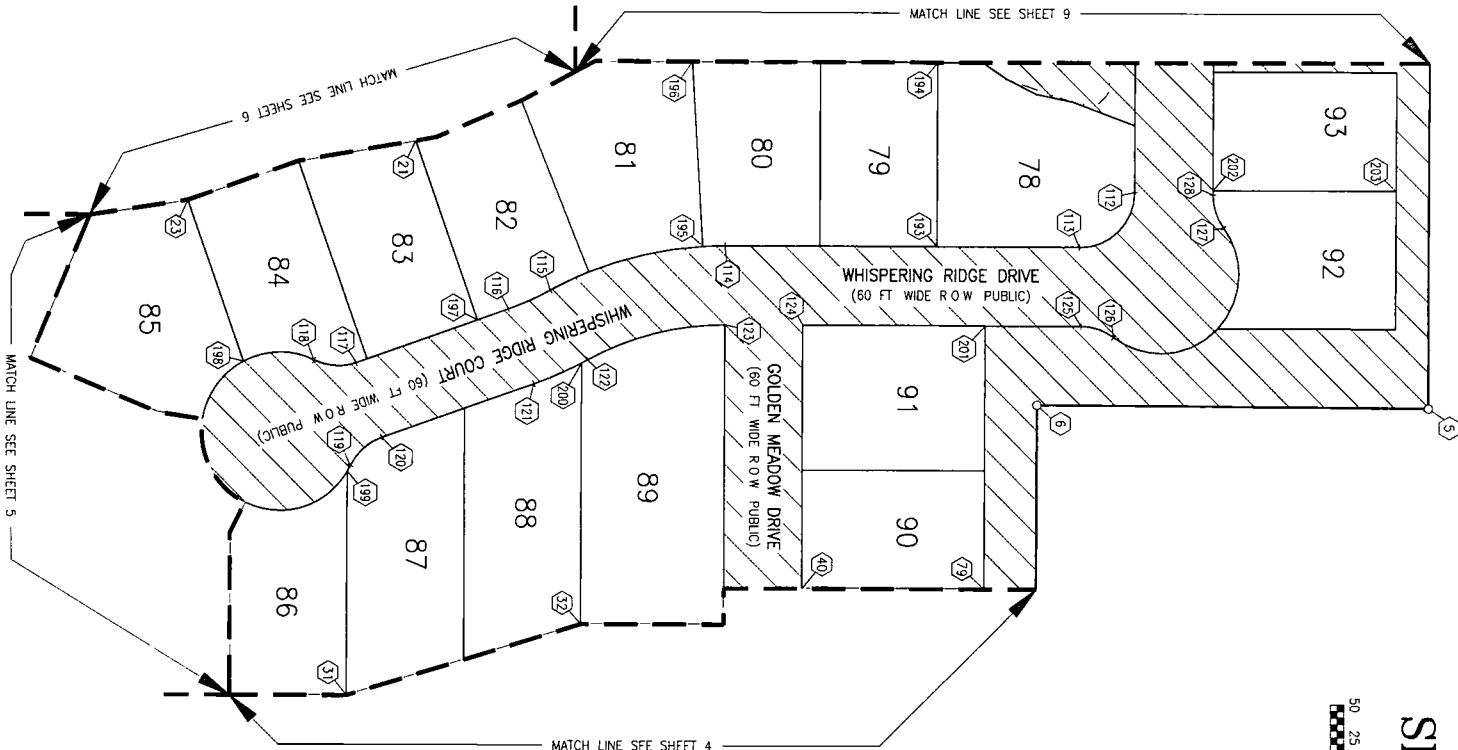
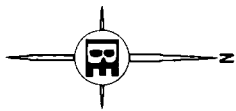
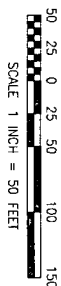
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Engineering
Engineers Surveyors Planners Landscape Architects
3121 E GRAND RIVER AVE
HOWELL MI 48843
800 246 6735 FAX 517 548 1670



DESIGNED BY: BE
DRAWN BY: LE
CHECKED BY: DB
SCALE: 1" = 50'
JOB NO: 14-414
DATE: 03-21-2022
PLATING INFORMATION

SHEET NO
9

SITE PLAN



LEGEND

- DENOTES CONCRETE MONUMENT
- 4. DIAMETER .36 LONG
- ENCASING 1/2 IRON ROD
- UNIT NUMBER
- 9 GENERAL COMMON ELEMENT
- 3 COORDINATE NUMBER
- WETLAND BOUNDARY

LIST OF COORDINATES			LIST OF COORDINATES		
NO	NORTHING	EASTING	NO	NORTHING	EASTING
5	345983.27	13342439.08	122	345338.21	13342402.56
6	345883.54	13342436.77	123	345443.76	13342375.98
21	345205.84	13342236.47	124	345503.76	13342376.19
23	345030.92	13342281.53	125	345171.40	13342376.95
31	345152.76	13342657.35	126	345742.50	13342385.39
32	345332.95	13342603.10	127	345826.91	13342301.90
40	345503.05	13342576.19	128	345618.75	13342276.89
79	345643.05	13342576.69	193	345607.02	13342316.56
112	345758.76	13342275.07	194	345607.51	13342176.56
113	345716.29	13342316.95	195	345427.02	13342316.44
114	345444.03	13342315.98	196	345418.96	13342175.89
115	345309.62	13342349.81	197	345253.29	13342372.48
116	345277.23	13342364.12	198	345073.67	13342404.06
117	345159.92	13342405.05	199	345153.36	13342487.49
118	345127.76	13342403.18	200	345333.65	13342404.98
119	345155.66	13342483.16	201	345643.76	13342376.69
120	345179.66	13342461.70	202	345818.76	13342273.54
121	345297.01	13342420.77	203	345956.76	13342273.96

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

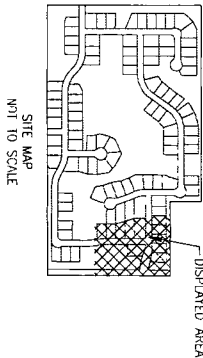
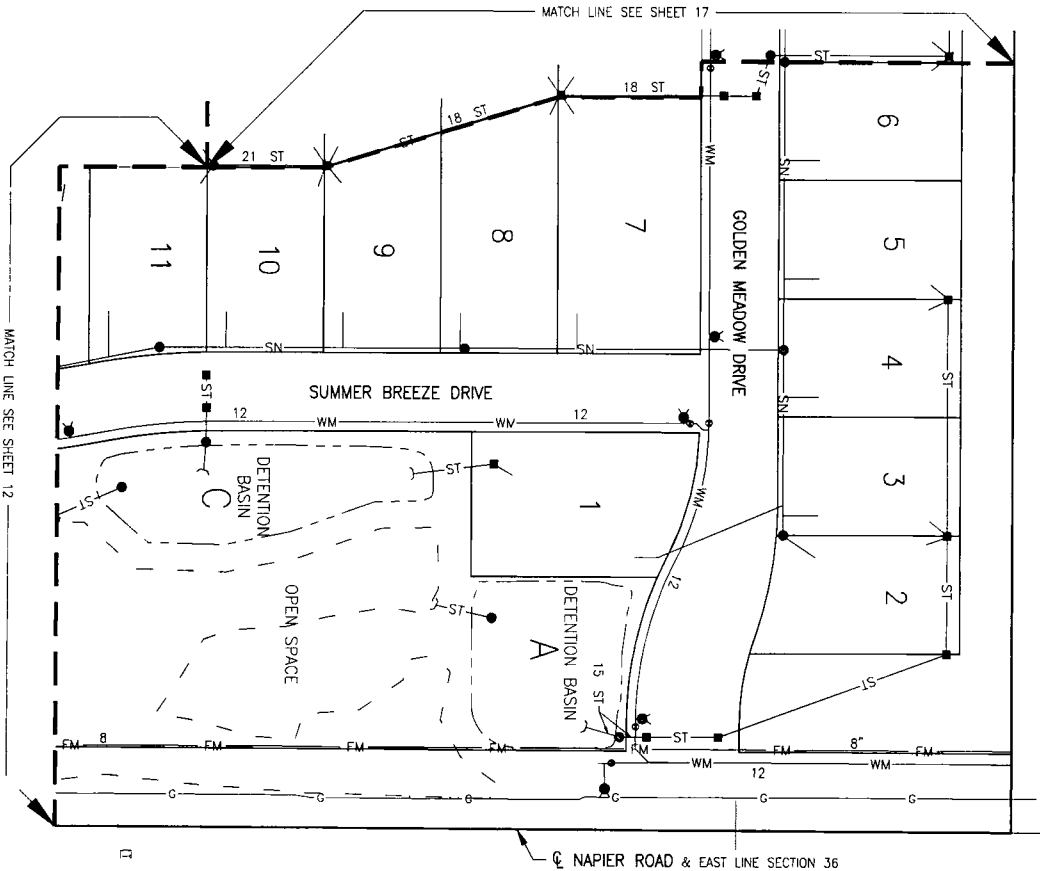
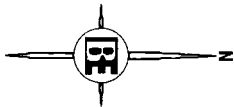
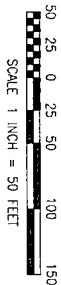
DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
SITE PLAN

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800.246.6735 FAX 517.548.1670



DRAWN BY: EY/BEW
CHECKED BY: BEW
SCALE: 1" = 50'
JOB NO: 14-414
DATE: 03-21-2022
NOTING REVISION:

UTILITY PLAN



SITE MAP
NOT TO SCALE

UTILITY NOTES.

- 1 ALL STORM SEWER SHALL BE C-76 CLASS V REINFORCED CONCRETE PIPE WITH WATERIGHT PREMIUM JOINTS 12' DIA UNLESS OTHERWISE NOTED
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LEGEND

- UNIT NUMBER
- 9
- ST - STORM SEWER W/ OUTLET STRUCTURE; MANHOLE CATCH BASIN & FLARED END SECTION
 - SN - SANITARY SEWER W/ MANHOLE
 - FM - FORCEMAIN
 - WM - WATERMAIN W/ HYDRANT & GATE VALVE
 - G - EXISTING GAS LINE
 - - - WETLAND BOUNDARY

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CLIENT
DIVERSE REAL ESTATE LLC

PROJECT
WINDRIDGE ESTATES

TITLE
UTILITY PLAN

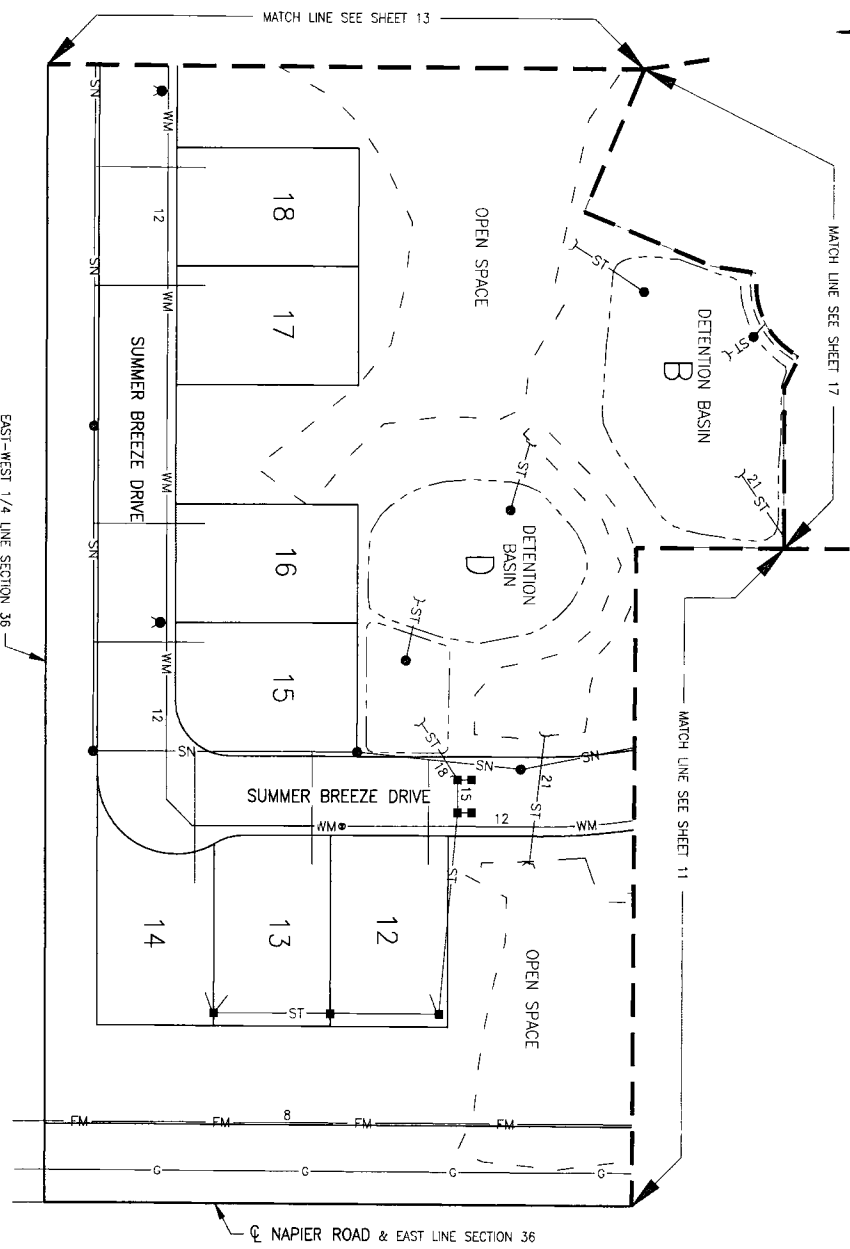
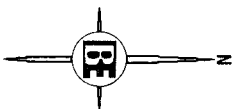
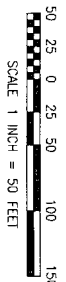


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DATE: 03-21-2022

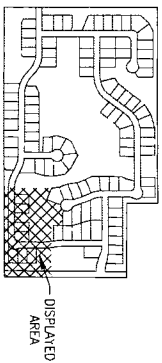
NOTING INFORMATION

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

UTILITY PLAN



- LEGEND**
- UNIT NUMBER 9
- ST-C STORM SEWER W/ OUTLET STRUCTURE
 - MANHOLE CATCH BASIN & FLARED END SECTION
 - SN-SANITARY SEWER W/ MANHOLE
 - FM-FORCEMAIN
 - WM-WATERMAIN W/ HYDRANT & GATE VALVE
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UTILITY NOTES

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ELECTRIC - DETROIT EDISON COMPANY
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CABLE - COMCAST
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DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
UTILITY PLAN

CLIENT
PROJECT

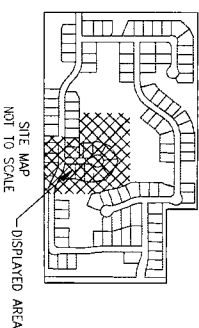
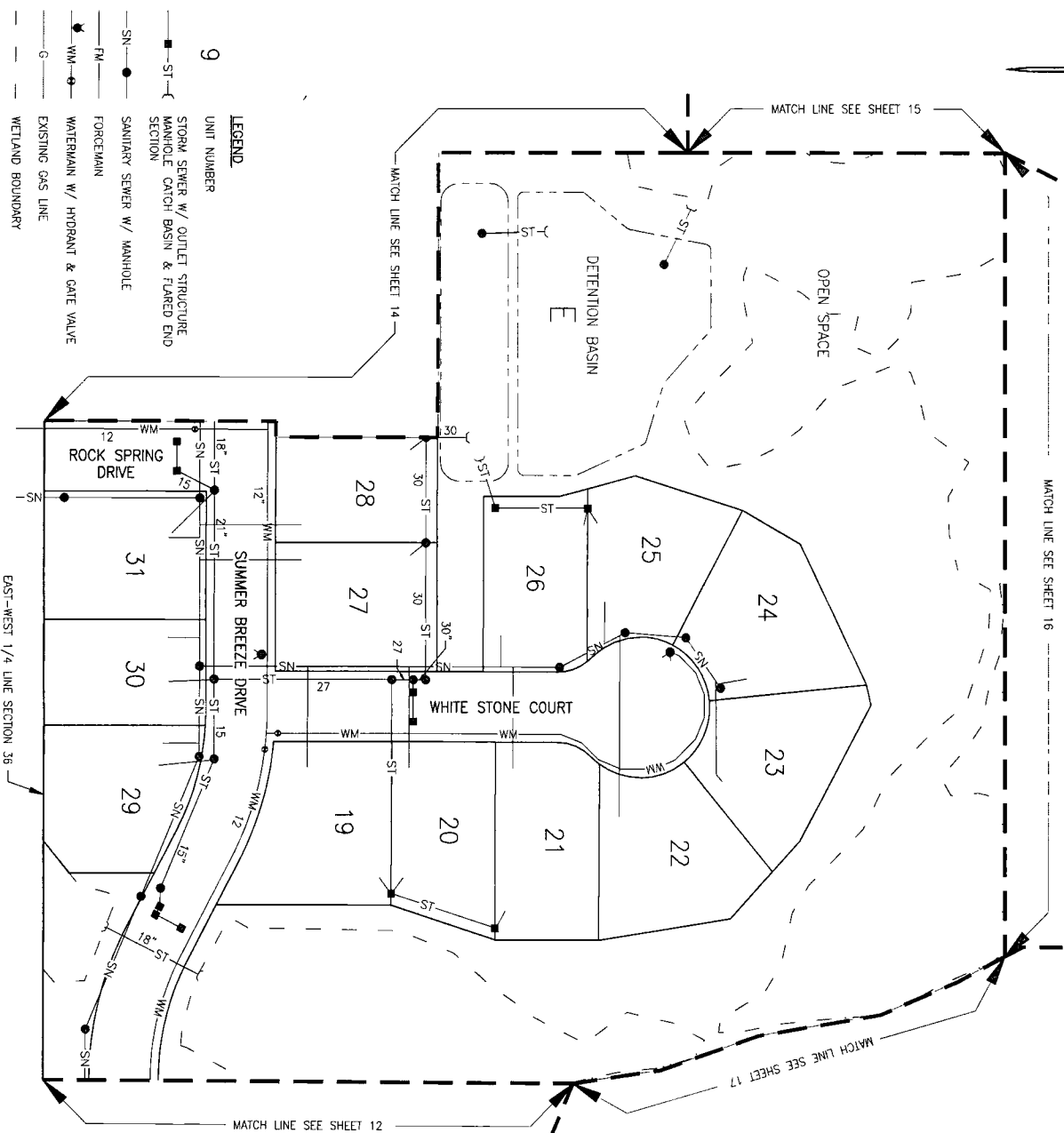
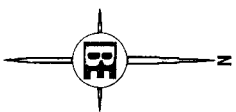
Professional Engineer Seal for David M. Smith, No. 3811, State of Michigan, License No. 3811.

DRAWN BY: JF
CHECKED BY: JF
SCALE: 1" = 50'
JOB NO: 14-414
DATE: 03-21-20.2
ADDITION INFORMATION

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

50 25 0 25 50 100 150

SCALE 1 INCH = 50 FEET



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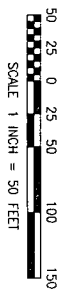
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PROPOSED AS OF MARCH 21 2022
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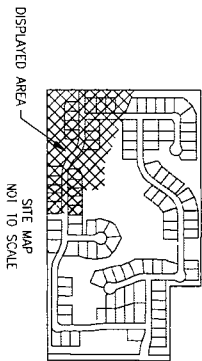
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Engineering
Engineers Surveyors Planners Landscape Architects
3121 E GRAND RIVER AVE
HOWELL MI 48843
800 246 6735 FAX 517 548 1670

UTILITY PLAN



- LEGEND**
- 9 UNIT NUMBER
 - ST- () STORM SEWER W/ OUTLET STRUCTURE
 - MANHOLE CATCH BASIN & FLARED END SECTION
 - SN SANITARY SEWER W/ MANHOLE
 - FM FORCEMAIN
 - WM WATERMAIN W/ HYDRANT & GATE VALVE
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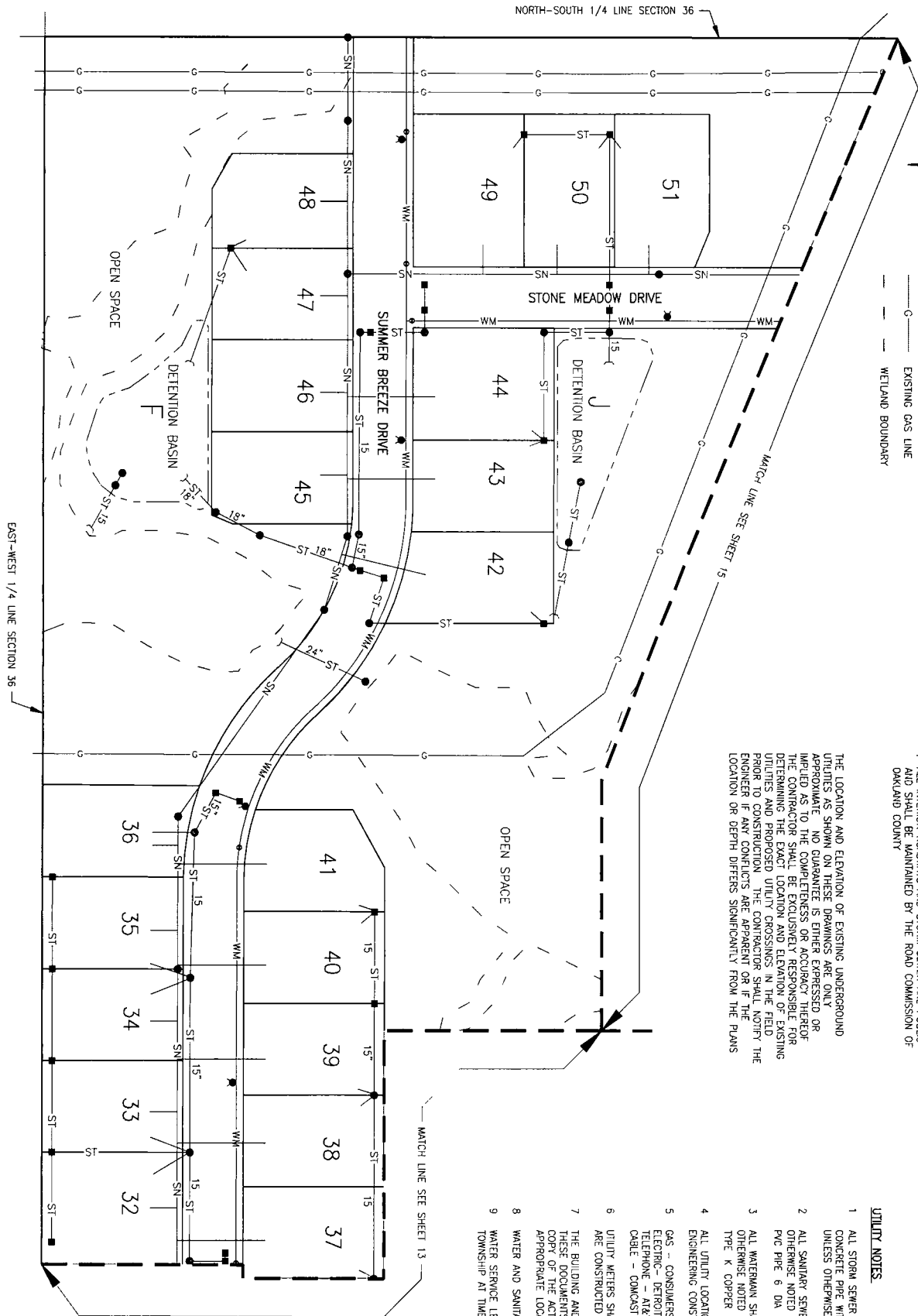


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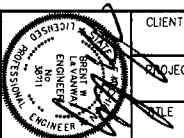
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PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

SHEET NO. 14



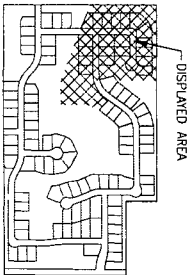
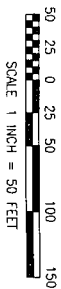
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SCALE 1" = 50'
JOB NO 14-414
DATE 03-21-2022
TOWNSHIP REVISION

CLIENT
PROJECT
FILE

DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
UTILITY PLAN

BEBOSS Engineering
Engineers Surveyors Planners Landscape Architects
3121 E GRAND RIVER AVE
HOWELL MI 48843
800 245 6735 FAX 517 548 1670

UTILITY PLAN



SITE MAP
NOT TO SCALE

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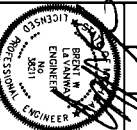
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DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
UTILITY PLAN

CLIENT
PROJECT
TITLE



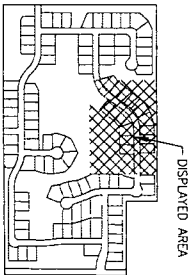
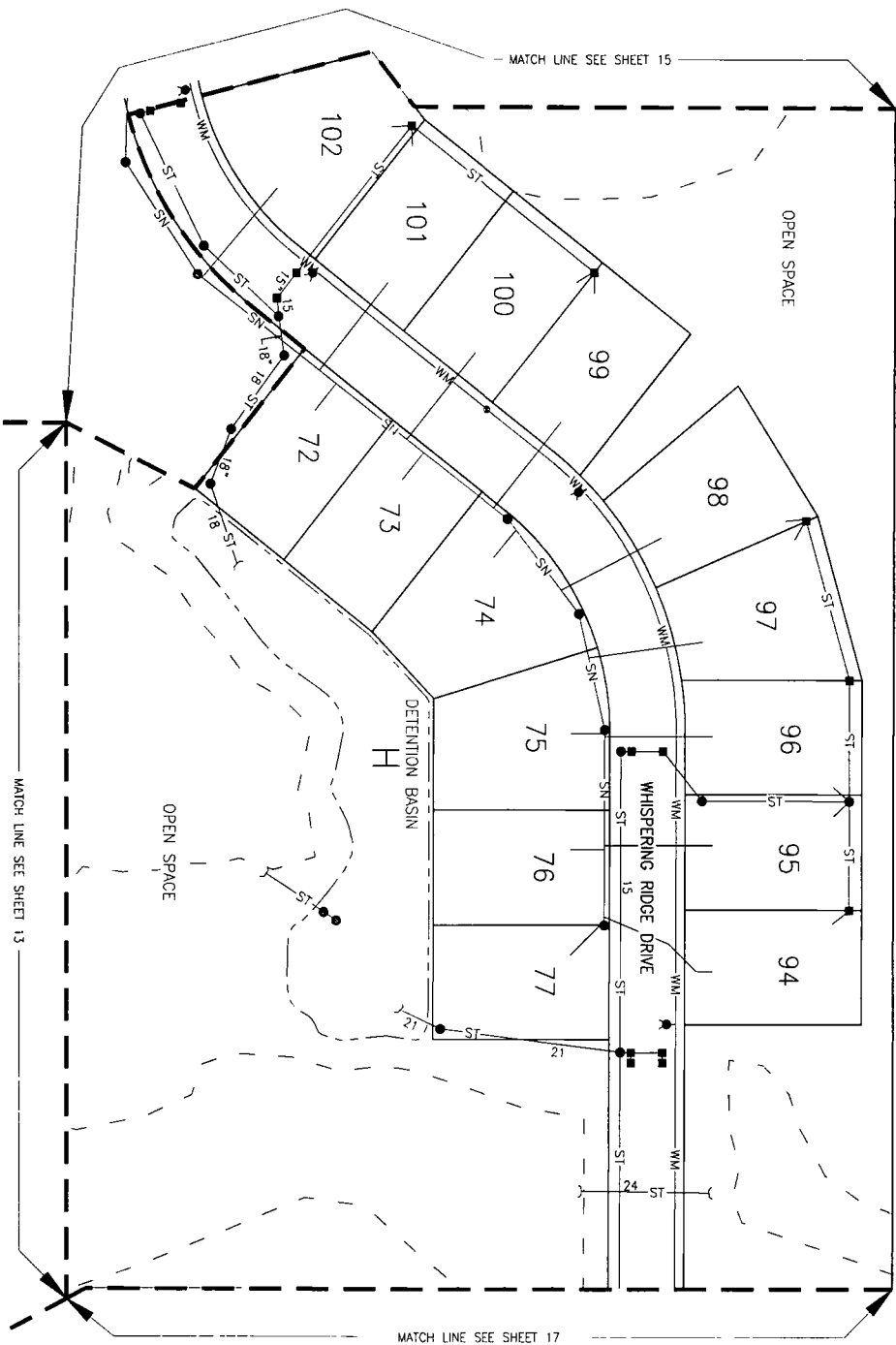
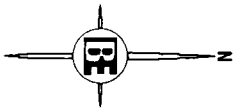
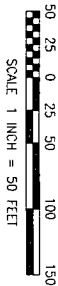
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CHECKED BY: PDB
SCALE: 1" = 50'
JOB NO: 14-414
DATE: 03-21-2022
SHEET INFORMATION

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

UTILITY PLAN

LEGEND

- UNIT NUMBER
9
- STORM SEWER W/ OUTLET STRUCTURE
MANHOLE CATCH BASIN & FLARED END
SECTION
- SN--●-- SANITARY SEWER W/ MANHOLE
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Engineers Surveyors Planners Landscape Architects
3121 E GRAND RIVER AVE
HOWELL MI 48843
800 246 6735 FAX 517 548 1670

DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
UTILITY PLAN

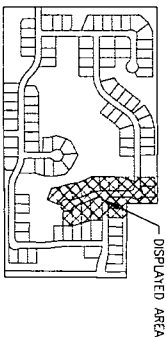
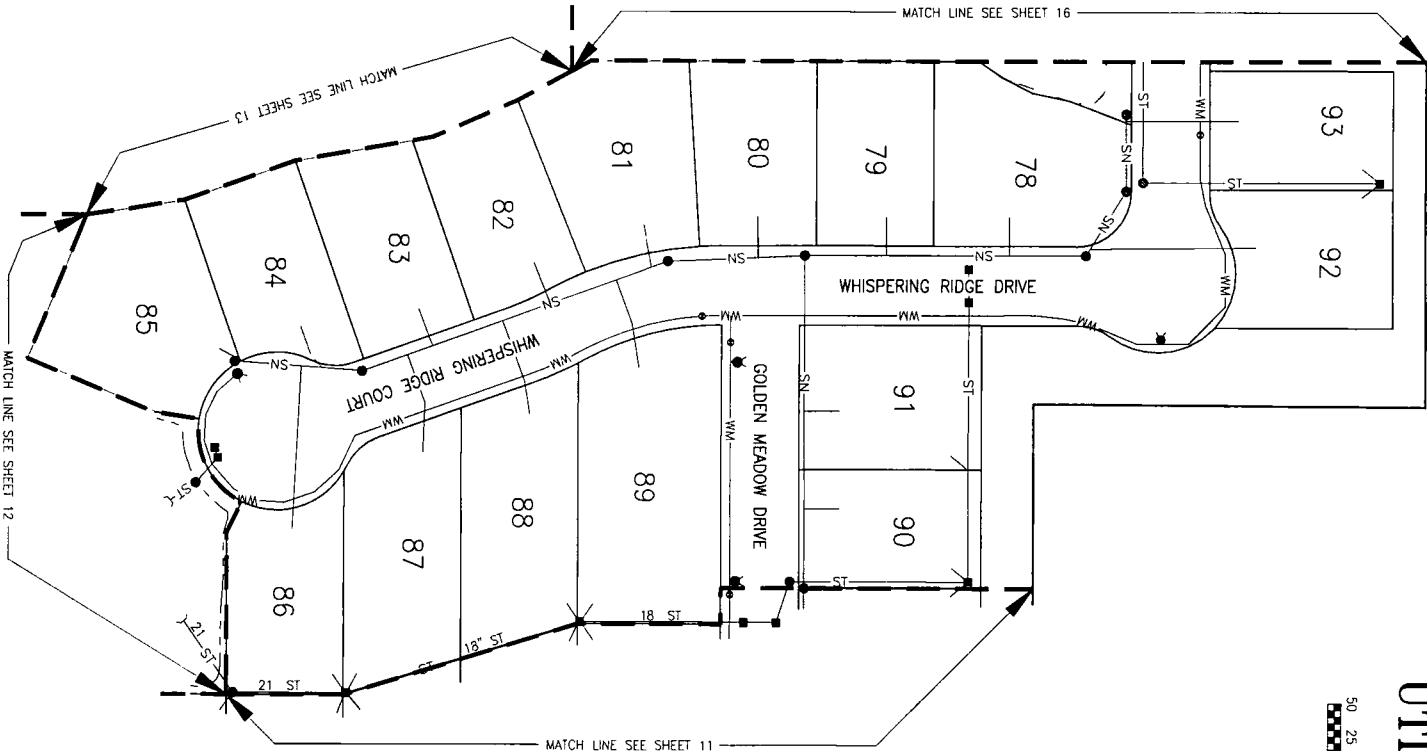
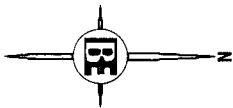
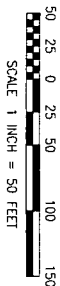
CLIENT
PROJECT



DRAWN BY: TE
CHECKED BY: DNB
SCALE: 1" = 50'
JOB NO: 14-414
DATE: 03-21-2022
PLATING INFORMATION

SHEET NO
16

UTILITY PLAN



UTILITY NOTES

- 1 ALL STORM SEWER SHALL BE C-76 CLASS V REINFORCED CONCRETE PIPE WITH WATERIGHT PREMIUM JOINTS 12' DIA UNLESS OTHERWISE NOTED
- 2 ALL SANITARY SEWER SHALL BE TRUSS PIPE 8' DIA UNLESS OTHERWISE NOTED ALL SANITARY LEADS SHALL BE 50R-23.5 PVC PIPE 6' DIA UNLESS OTHERWISE NOTED
- 3 ALL WATERMAIN SHALL BE CLASS 54 D.I.P. 8' DIA UNLESS OTHERWISE NOTED ALL WATER SERVICE LEADS SHALL BE TYPE K COPPER 1' DIA UNLESS OTHERWISE NOTED
- 4 ALL UTILITY LOCATIONS SHOWN WERE TAKEN FROM BOSS ENGINEERING CONSTRUCTION PLANS DATED 3-23-15
- 5 GAS - CONSUMERS ENERGY COMPANY
ELECTRIC - DETROIT EDISON COMPANY
TELEPHONE - ARI
CABLE - COMCAST
- 6 UTILITY METERS SHALL BE PLACED ON EACH HOUSE AS THEY ARE CONSTRUCTED
- 7 THE BUILDING AND UTILITY INFORMATION CONTAINED IN THESE DOCUMENTS ARE NOT DESIGN PLANS TO OBTAIN A COPY OF THE ACTUAL DESIGN PLANS CONTACT THE APPROPRIATE LOCAL COUNTY OR STATE OFFICIALS
- 8 WATER AND SANITARY PROVIDED BY LYON TOWNSHIP
- 9 WATER SERVICE LEADS SHALL BE INSTALLED BY LYON TOWNSHIP AT TIME OF HOUSE CONSTRUCTION

NOTES

- 1 ALL INTERIOR ROADWAYS AND STORM SEWER ARE PUBLIC AND SHALL BE MAINTAINED BY THE ROAD COMMISSION OF OAKLAND COUNTY

THE LOCATION AND ELEVATION OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS ARE APPROXIMATE AND NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT LOCATION AND ELEVATION OF EXISTING UTILITIES AND PROPOSED UTILITY CROSSINGS IN THE FIELD PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY CONFLICTS ARE APPARENT OR IF THE LOCATION OR DEPTH DIFFERS SIGNIFICANTLY FROM THE PLANS.

LEGEND

- 9 UNIT NUMBER
- ST- () STORM SEWER W/ OUTLET STRUCTURE MANHOLE CATCH BASIN & FLARED END SECTION
 - SN- SANITARY SEWER W/ MANHOLE
 - FM- FORCEMAIN
 - WM- WATERMAIN W/ HYDRANT & GATE VALVE
 - G- EXISTING GAS LINE
 - - - WETLAND BOUNDARY

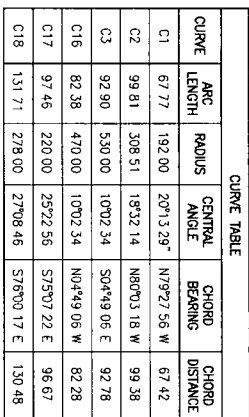
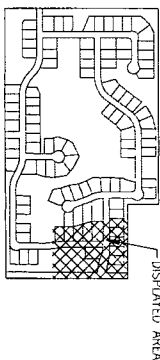
DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
UTILITY PLAN

BEBOSS
Engineering
Engineers Surveyors Planners Landscape Architects
3121 E GRAND RIVER AVE
HOWELL MI 48843
800 246 6735 FAX 517 548 1670



DESIGNED BY: TE
DRAWN BY: LV/WH
CHECKED BY: DBB
SCALE: 1" = 50'
JOB NO: 14-414
DATE: 03-21-2022
FLUOR CORP.

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT



- 1 BEANSWERS WERE ESTABLISHED ON THE EAST LINE OF SECTION 36 BEING N 00°25' 20" E FROM THE EAST 1/4 CORNER SECTION 36 T1N-87E LYON TOWNSHIP- OAKLAND COUNTY MICHIGAN
- 2 THE INTERIOR ROADWAY DEFLECTION POINTS SHALL BE STAKED WITH STEEL RODS (1/2 DIAMETER 18 LONG)
- 3 THE UNIT CORNERS SHALL BE STAKED WITH STEEL RODS (1/2 DIAMETER 18 LONG)
- 4 ALL INTERIOR ROADWAYS AND STORM SEWER ARE PUBLIC AND SHALL BE MAINTAINED BY THE ROAD COMMISSION OF OAKLAND COUNTY

○	DENOTES CONCRETE MONUMENT 4" DIAMETER 36 LONG ENCLOSING 1/2" IRON ROD
9	UNIT NUMBER
(R)	DENOTES RADIAL UNIT LINES
(NR)	DENOTES NON-RADIAL UNIT LINES
C5	CURVE NUMBER
—	WETLAND BOUNDARY

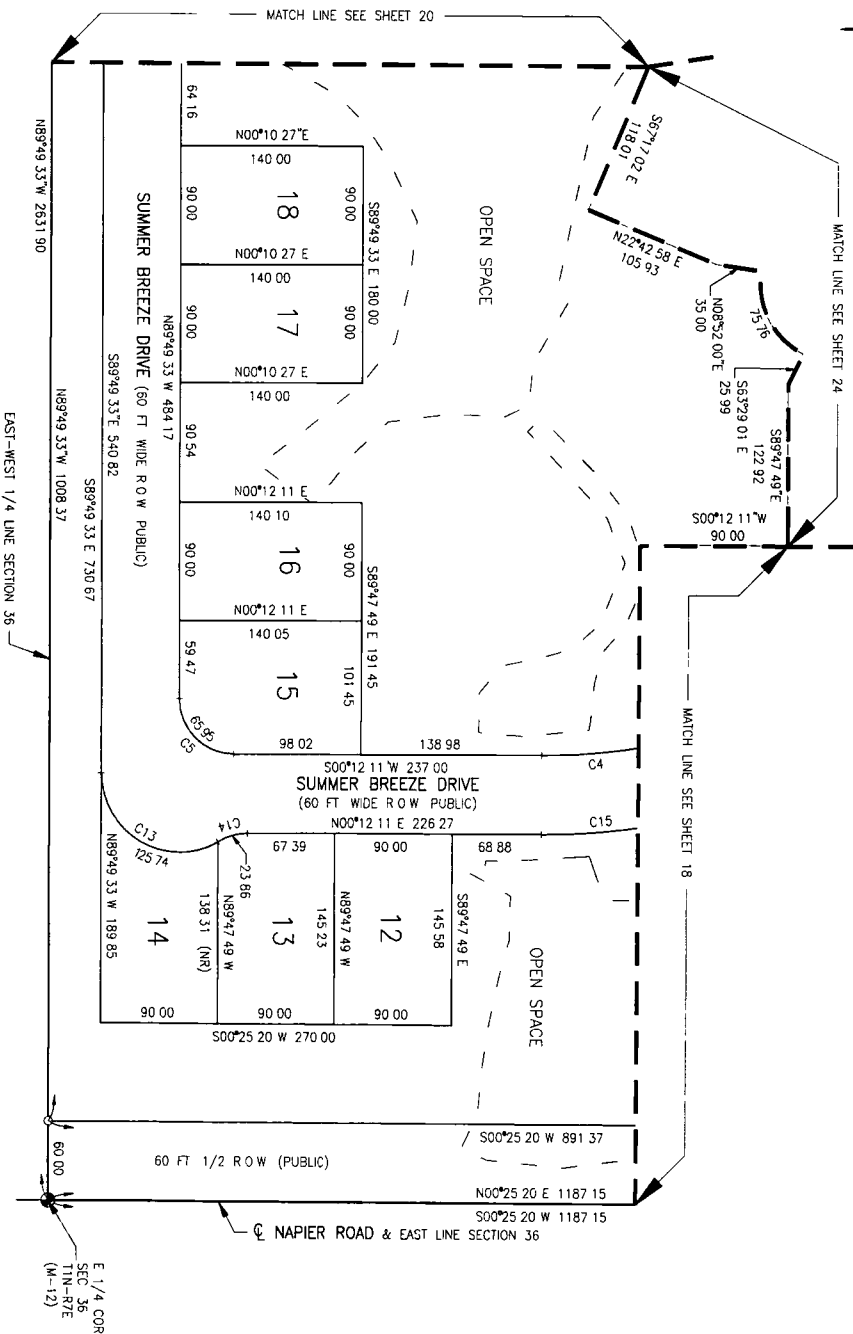
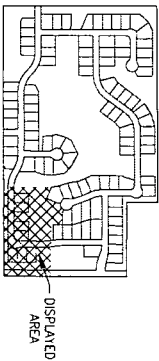
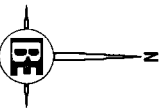
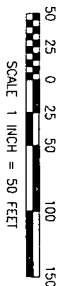
SCHEDULE OF UNIT AREAS	
UNIT NO	AREA (SQ. FT.)
1	18038
2	13402
3	12607
4	12600
5	12600
6	12600
7	21438
8	16305
9	13835
10	12600
11	12915

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

9 (REV. 01/01) 18		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">CLIENT</td> <td style="text-align: center;">DIVERSE REAL ESTATE LLC</td> </tr> <tr> <td>PROJECT</td> <td style="text-align: center;">WINDRIDGE ESTATES</td> </tr> <tr> <td>TITLE</td> <td style="text-align: center;">UNIT AREAS & PERIMETER PLAN</td> </tr> </table>	CLIENT	DIVERSE REAL ESTATE LLC	PROJECT	WINDRIDGE ESTATES	TITLE	UNIT AREAS & PERIMETER PLAN
CLIENT	DIVERSE REAL ESTATE LLC							
PROJECT	WINDRIDGE ESTATES							
TITLE	UNIT AREAS & PERIMETER PLAN							

DRAWN BY: JE CHECKED BY: DBB DATE: 03-21-2022	BEBOSS <i>Engineering</i> Engineers Surveyors Planners Landscape Architects 3121 E GRAND RIVER AVE HOWELL MI 48843 800 246 6735 FAX 517 548 1670
---	---

UNIT AREAS & PERIMETER PLAN



SCHEDULE OF UNIT AREAS	
UNIT NO	AREA (SQ. FT.)
12	13086
13	13007
14	12560
15	13828
16	12607
17	12600
18	12600

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING
C4	82.38	470.00	10°02'34"	S04°49'06"E 82.28
C5	65.95	42.00	89°58'16"	S45°11'19"W 59.38
C13	123.74	60.00	120°04'37"	N30°08'09"E 103.96
C14	23.86	42.27	32°20'25"	N16°01'01"W 23.54
C15	92.90	530.00	10°02'34"	N04°49'06"W 92.78

NOTES

- 1 BEARINGS WERE ESTABLISHED ON THE EAST LINE OF SECTION 36 BEING N 00°25'20" E FROM THE EAST 1/4 CORNER SECTION 36 T1N-87E LYON TOWNSHIP OAKLAND COUNTY MICHIGAN
- 2 THE INTERIOR ROADWAY DEFLECTION POINTS SHALL BE STAKED WITH STEEL RODS (1/2" DIAMETER 18" LONG)
- 3 THE UNIT CORNERS SHALL BE STAKED WITH STEEL RODS (1/2" DIAMETER 18" LONG)
- 4 ALL INTERIOR ROADWAYS AND STORM SEWER ARE PUBLIC AND SHALL BE MAINTAINED BY THE ROAD COMMISSION OF OAKLAND COUNTY

LEGEND

- DENOTES CONCRETE MONUMENT
- 4" DIAMETER 36" LONG
- ENCASING 1/2" IRON ROD
- 9 UNIT NUMBER
- (R) DENOTES RADIAL UNIT LINES
- (NR) DENOTES NON-RADIAL UNIT LINES
- C5 CURVE NUMBER
- WETLAND BOUNDARY

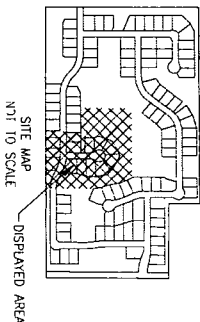
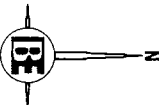
PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT



CLIENT	DIVERSE REAL ESTATE LLC
PROJECT	WINDRIDGE ESTATES
TITLE	UNIT AREAS & PERIMETER PLAN

BEBOSS
Engineering
Engineers Surveyors Planners Landscape Architects
3121 E GRAND RIVER AVE
HOWELL MI 48843
800 246 6735 FAX 517 548 1670

SCALE 1 INCH = 50 FEET



CUMULATIVE TABLE					
CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C6	105.55	220.00	27°29' 20"	N76°04.53' W	104.54
C7	108.72	280.00	22°14' 51"	N73°27.38' W	108.04
C8	33.06	42.00	45°05' 57"	N22°43.25' E	32.21
C9	282.95	60.00	27°01' 15.2"	N89°49.33' W	84.71
C10	33.06	42.00	45°05' 57"	S22°22.32' E	32.21
C11	105.55	220.00	27°29' 20"	S76°04.53' E	104.54
C12	134.34	280.00	27°29' 20"	S76°04.53' E	133.05

- 1 BEARINGS WERE ESTABLISHED ON THE EAST LINE OF SECTION 36
10 05 20.20 E FROM THE EAST 1/4 CORNER SECTION 36
T11N-R7E LYON TOWNSHIP- OAKLAND COUNTY MICHIGAN
- 2 THE INTERIOR ROADWAY DEFLECTION POINTS SHALL BE STAKED
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- 4 ALL INTERIOR ROADWAYS AND STORM SEWER ARE PUBLIC AND SHALL
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SCHEDULE OF UNIT AREAS	
UNIT NO	AREA (SQ FT)

19	16922
20	13913
21	15001
22	16159
23	14661
24	15980
25	14207
26	13510
27	15400
28	12800
29	15283
30	12627
31	15400

LEGEND.

- | | |
|------|---|
| ○ | DENOTES CONCRETE MONUMENT
4 DIAMETER 36" LONG
ENCLOSING 1/2" IRON ROD |
| 9 | UNIT NUMBER |
| (R) | DENOTES RADIAL UNIT LINES |
| (NR) | DENOTES NON-RADIAL UNIT LINES |
| C5 | CURVE NUMBER |
| — | WETLAND BOUNDARY |

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

DIVERSE REAL ESTATE LLC

WINDRIDGE ESTATES

UNIT AREAS & PERIMETER PLAN

CLIENT

PROJECT

TITLE



03AMT BY LW/WRW

CHUCKED BY DPB

Scale 1 = 50

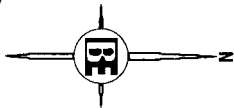
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PLOTTING INFORMATION

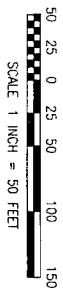
20

BEBOSS
Engineering
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3121 E GRAND RIVER AVE
HOWELL MI 48843
800 246 6735 FAX 517 548 1670

UNIT AREAS & PERIMETER PLAN



- LEGEND**
- DENOTES CONCRETE MONUMENT
 - 4" DIAMETER 36" LONG
 - ENCLOSING 1/2" IRON ROD
 - 9 UNIT NUMBER
 - (R) DENOTES RADIAL UNIT LINES
 - (NR) DENOTES NON-RADIAL UNIT LINES
 - C5 CURVE NUMBER
 - WETLAND BOUNDARY

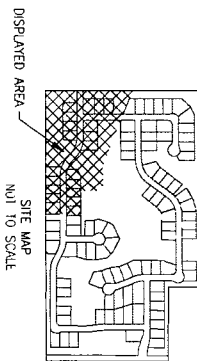


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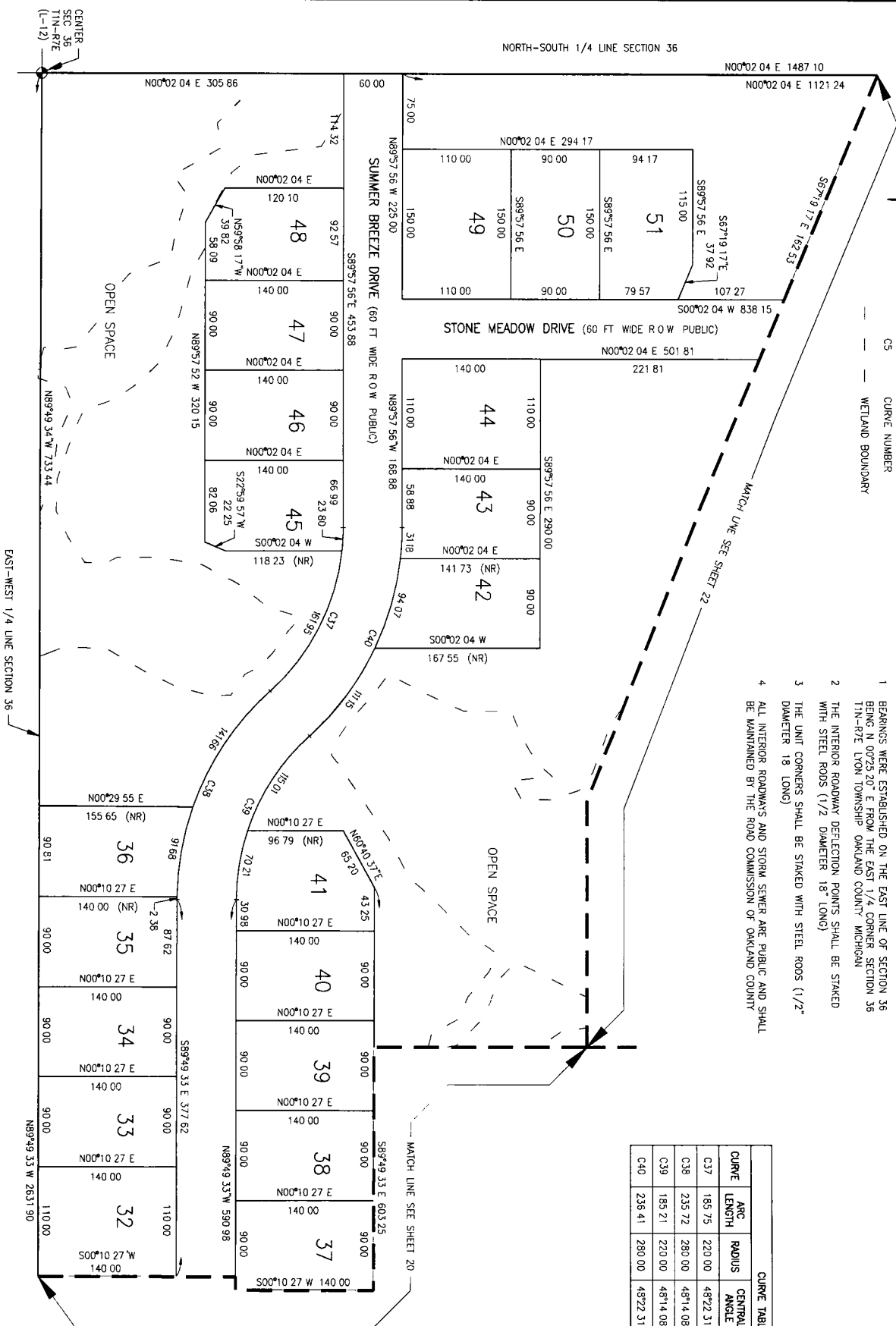
- 1 BEARINGS WERE ESTABLISHED ON THE EAST LINE OF SECTION 36 BEING N 00°25'20" E FROM THE EAST 1/4 CORNER SECTION 36 T1N-R7E LYON TOWNSHIP OAKLAND COUNTY MICHIGAN
- 2 THE INTERIOR ROADWAY DEFLECTION POINTS SHALL BE STAKED WITH STEEL RODS (1 1/2" DIAMETER 18" LONG)
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- 4 ALL INTERIOR ROADWAYS AND STORM SEWER ARE PUBLIC AND SHALL BE MAINTAINED BY THE ROAD COMMISSION OF OAKLAND COUNTY

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C37	185.75	220.00	48°22.31	S65°46.40 E	180.28
C38	235.72	280.00	48°14.08	S65°42.29 E	228.82
C39	185.21	220.00	48°14.08	N65°42.29 W	179.79
C40	236.41	280.00	48°22.31	N65°46.40 W	229.45



NORTH-SOUTH 1/4 LINE SECTION 36



SCHEDULE OF UNIT AREAS

UNIT NO	AREA (SQ FT)
32	15400
33	12600
34	12600
35	12600
36	13134
37	12600
38	12600
39	12600
40	12600
41	12636
42	13671
43	12618
44	15400
45	12605
46	12600
47	12600
48	12617
49	16500
50	13500
51	13670

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

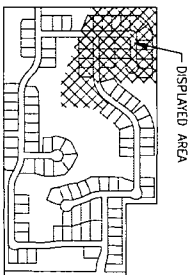
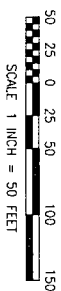
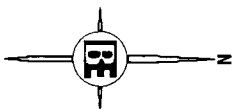
SHEET NO
21



CLIENT	DIVERSE REAL ESTATE LLC
PROJECT	WINDRIDGE ESTATES
TITLE	UNIT AREAS & PERIMETER PLAN

BEBOSS Engineering
Engineers Surveyors Planners Landscape Architects
3121 E GRAND RIVER AVE
HOWELL MI 48843
800 246 6735 FAX 517 548 1670

UNIT AREAS & PERIMETER PLAN



CURE TABLE					
CURE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C30	66.07	42.00	9008.07	N45°06.08 E	59.47
C31	41.07	42.00	5601.32	S61°49.03 E	39.45
C32	280.12	60.00	26729.33	N12°26.57 E	66.69
C33	23.07	42.00	3129.01	S74°26.11 W	22.78
C34	13.78	42.00	18746.06	N80°25.46 W	13.72
C35	153.77	60.00	12744.19	S45°06.08 W	107.73
C36	13.78	42.00	18746.06	S09°21.59 E	13.72
C41	252.18	280.00	51736.13	N64°13.58 E	243.75

NOT TO SCALE

LEGEND

O DENOTES CONCRETE MONUMENT
4 DIAMETER 36 LONG
ENCASING 1/2 IRON ROD

UNIT NUMBER
9

(R) DENOTES RADIAL UNIT LINES

(NR) DENOTES NON-RADIAL UNIT LINES

C5 CURVE NUMBER

WETLAND BOUNDARY

SCHEDULE OF UNIT AREAS		SCHEDULE OF UNIT AREAS	
UNIT NO	AREA (SQ. FT.)	UNIT NO	AREA (SQ. FT.)
52	12960	62	14066
53	13500	63	13804
54	13500	64	17285
55	13500	65	17250
56	13440	66	13500
57	20609	67	13500
58	18192	68	16100
59	13950	69	12600
60	13950	70	12600
61	13367	71	12600

- 1 BEARINGS WERE ESTABLISHED ON THE EAST LINE OF SECTION 36
BINGNOS N 00°25'20" E FROM THE EAST 1/4 CORNER SECTION 36
T1N-R7E LYON TOWNSHIP OAKLAND COUNTY MICHIGAN
- 2 THE INTERIOR ROADWAY DEFLECTION POINTS SHALL BE STAKED
WITH STEEL RODS (1/2" DIAMETER 18' LONG)
- 3 THE UNIT CORNERS SHALL BE STAKED WITH STEEL RODS (1/2"
DIAMETER 18' LONG)
- 4 ALL INTERIOR ROADWAYS AND STORM SEWER ARE PUBLIC AND SHALL
BE MAINTAINED BY THE ROAD COMMISSION OF OAKLAND COUNTY

MATCH LINE SEE SHEET 20

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

DIVERSE REAL ESTATE LLC

WINDRIDGE ESTATES

UNIT AREAS & PERIMETER PLAN

CLIENT

PROJECT

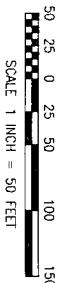
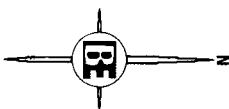
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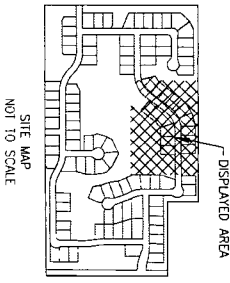
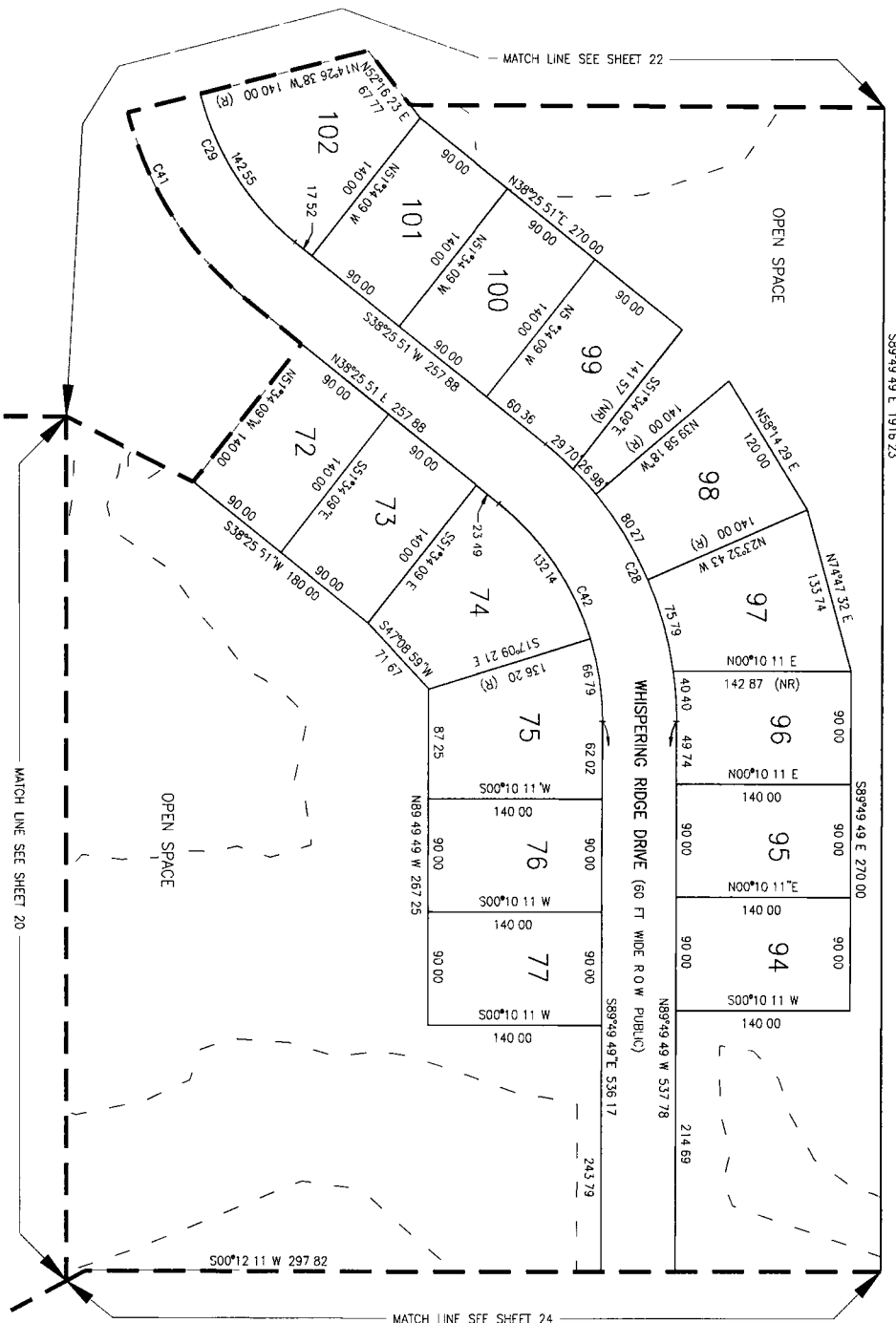
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D-DRAWN BY	LM/WRW
CHECKED BY	DPB
SAC	1"= 50
JOB NO	14-414
DATE	03-21-2022

22

UNIT AREAS & PERIMETER PLAN



- LEGEND**
- DENOTES CONCRETE MONUMENT
 - 4" DIAMETER 3/8" LONG
 - ENCLOSING 1/2" IRON ROD
 - 9 UNIT NUMBER
 - (R) DENOTES RADIAL UNIT LINES
 - (NR) DENOTES NON-RADIAL UNIT LINES
 - CS CURVE NUMBER
 - WETLAND BOUNDARY



CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING
C28	253.15	280.00	51°48'02"	S64°13'52"W 244.61
C29	198.14	220.00	51°36'13"	S64°13'58"W 191.51
C41	252.18	280.00	51°36'13"	N64°13'58"E 243.75
C42	198.93	220.00	51°48'31"	N64°20'07"E 192.22

- NOTES**
1. BEARINGS WERE ESTABLISHED ON THE EAST LINE OF SECTION 36 BEING N 00°25'20" E FROM THE EAST 1/4 CORNER SECTION 36 T11N-R7E LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN
 2. THE INTERIOR ROADWAY DEFLECTION POINTS SHALL BE STAKED WITH STEEL RODS (1/2" DIAMETER 18" LONG)
 3. THE UNIT CORNERS SHALL BE STAKED WITH STEEL RODS (1/2" DIAMETER 18" LONG)
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SCHEDULE OF UNIT AREAS	
UNIT NO	AREA (SQ. FT.)
72	12600
73	12600
74	16056
75	15041
76	12600
77	12600
94	12600
95	12600
96	12638
97	14323
98	13703
99	12616
100	12600
101	12600
102	15344

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

9 FT. NO.

23

CLIENT

DIVERSE REAL ESTATE LLC

PROJECT

WINDRIDGE ESTATES

TITLE

UNIT AREAS & PERIMETER PLAN

BEBOSS

Engineering

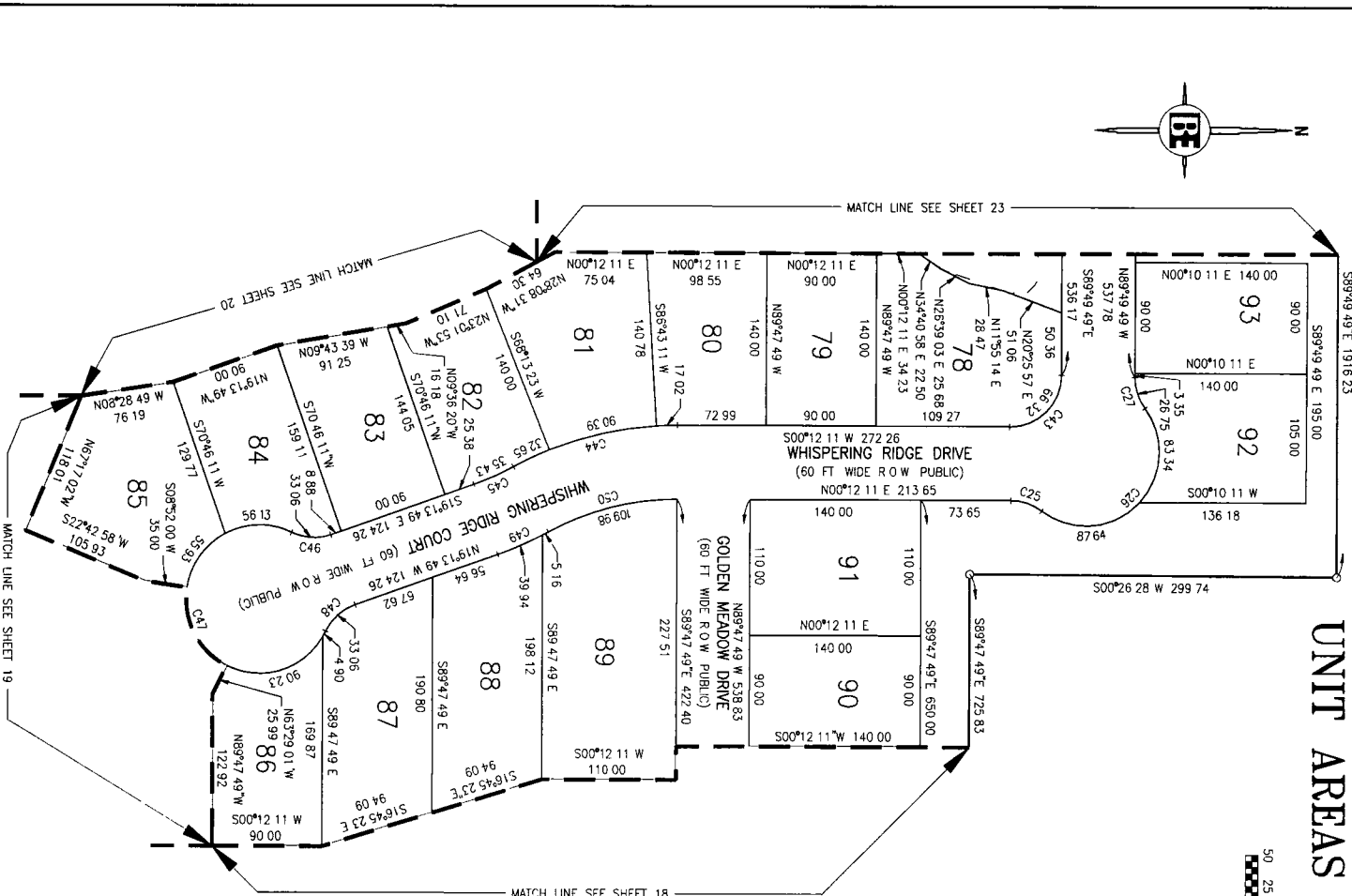
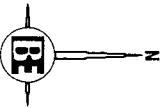
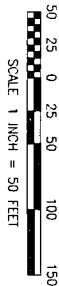
Engineers Surveyors Planners Landscape Architects

3121 E GRAND RIVER AVE

HOWELL MI 48843

800 246 6735 FAX 517 548 1670

UNIT AREAS & PERIMETER PLAN



SCHEDULE OF UNIT AREAS	
UNIT NO	AREA (SQ FT)
78	17687
79	12600
80	13204
81	16523
82	12754
83	13642
84	12900
85	17659
86	13043
87	16856
88	17402
89	23974
90	12600
91	15400
92	13442
93	12600

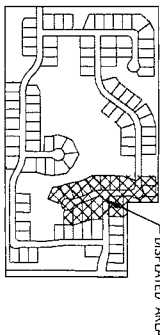
CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C25	26.94	42.00	36°44.56	N18°34.39 E	26.48
C26	170.98	60.00	163°16.33	N44°41.09 W	118.72
C27	26.75	42.00	36°29.38	S71°55.23 W	26.30
C43	66.32	42.00	90°28.03	S44°35.47 E	59.64
C44	140.06	280.00	28°39.37	S14°07.38 E	138.61
C45	35.43	220.00	9°13.38	S23°50.38 E	35.39
C46	33.06	42.00	45°05.57	S03°19.09 W	32.21
C47	282.95	60.00	270°11.54	N7°04.11 E	84.71
C48	33.06	42.00	45°05.57	N41°46.48 W	32.21
C49	45.09	280.00	9°13.38	N23°50.38 W	45.04
C50	109.98	220.00	28°38.38	N14°08.08 W	108.84

NOTES.

- 1 BEARINGS WERE ESTABLISHED ON THE EAST LINE OF SECTION 36 BEING N. 00°25'20" E. FROM THE EAST 1/4 CORNER SECTION 36 T1N-R7E LYON TOWNSHIP OAKLAND COUNTY MICHIGAN
- 2 THE INTERIOR ROADWAY DEFLECTION POINTS SHALL BE STAKED WITH STEEL RODS (1/2" DIAMETER 18" LONG)
- 3 THE UNIT CORNERS SHALL BE STAKED WITH STEEL RODS (1/2" DIAMETER 18" LONG)
- 4 ALL INTERIOR ROADWAYS AND STORM SEWER ARE PUBLIC AND SHALL BE MAINTAINED BY THE ROAD COMMISSION OF OAKLAND COUNTY

LEGEND.

- DENOTES CONCRETE MONUMENT
- 4" DIAMETER 36" LONG
- ENCLOSING 1/2" IRON ROD
- 9 UNIT NUMBER
- (R) DENOTES RADIAL UNIT LINES
- (NR) DENOTES NON-RADIAL UNIT LINES
- C5 CURVE NUMBER
- WETLAND BOUNDARY



SITE MAP
NOT TO SCALE

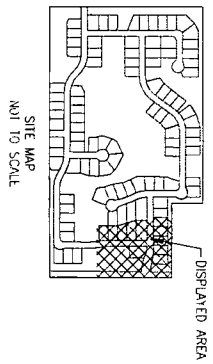
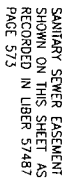
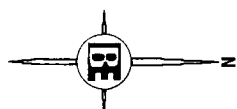
PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

SHEET NO
24



CLIENT	DIVERSE REAL ESTATE LLC
PROJECT	WINDRIDGE ESTATES
TITLE	UNIT AREAS & PERIMETER PLAN

BEBOSS Engineering
Engineers Surveyors Planners Landscape Architects
3121 E GRAND RIVER AVE
HOWELL MI 48843
800 246 6735 FAX 517 548 1670

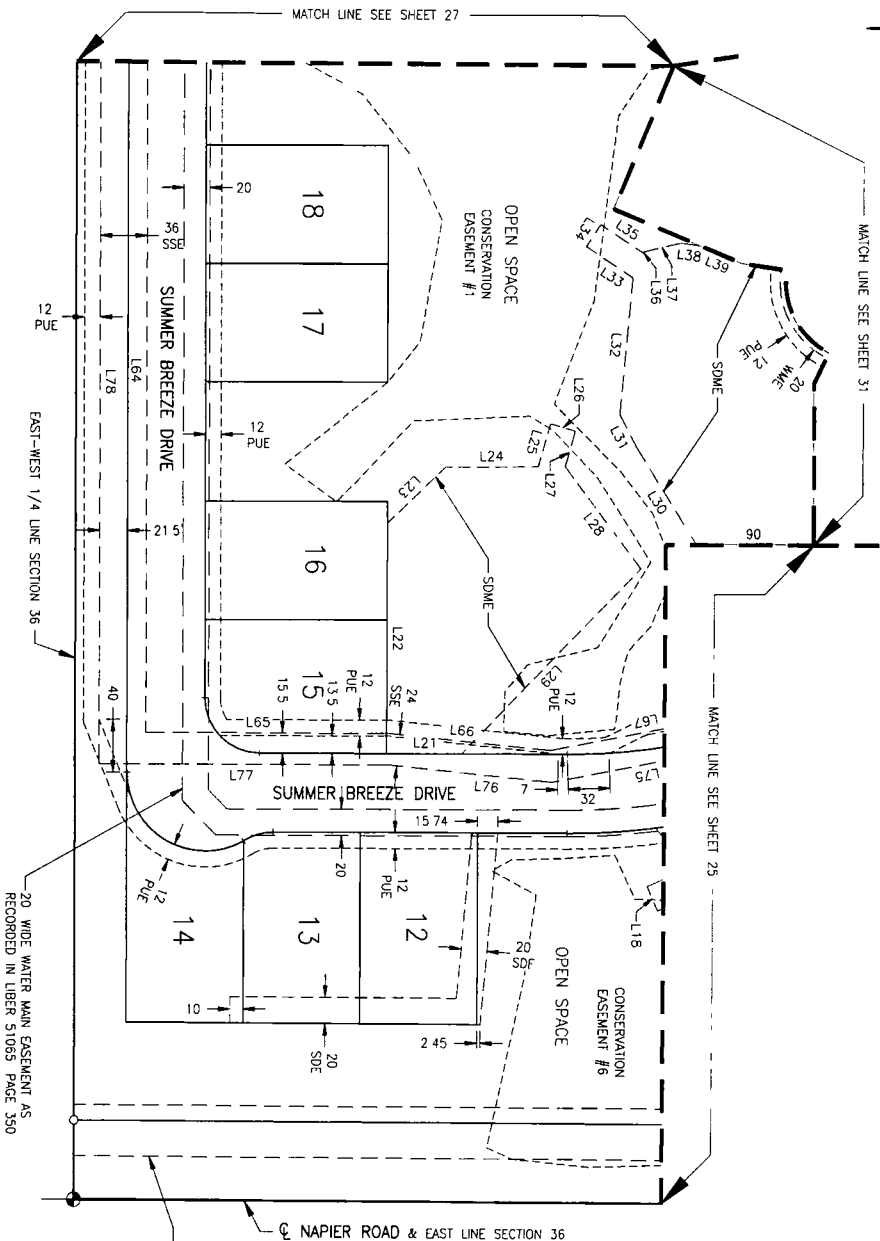
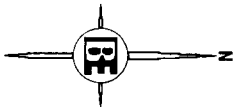
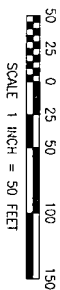


<u>LEGEND</u>	
9	UNIT NUMBER
L5	LINE NUMBER
SDE	PRIVATE EASEMENT FOR STORM AND SURFACE DRAINAGE
SSE	PRIVATE EASEMENT FOR STORM ACCESS
SSE	PRIVATE EASEMENT FOR PUBLIC SANITARY SEWER
PUE	PRIVATE EASEMENT FOR PUBLIC UTILITIES
SOME	PRIVATE EASEMENT FOR STORM DRAINAGE MAINTENANCE
WME	PRIVATE EASEMENT FOR PUBLIC WATER MAIN

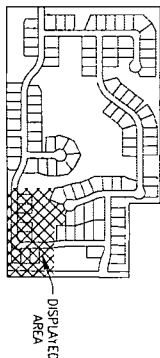
PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

25 SHEET NO.	D SECTED BY: JE DRAWN BY: JMW/ARW CHECKED BY: DBB DATE: 03-21-2022 JOB NO: 14-414 PLATING INFORMATION		CLIENT PROJECT TITLE	DIVERSE REAL ESTATE LLC WINDRIDGE ESTATES EASEMENT PLAN	 BEBOSS <i>Engineering</i> Engineers Surveyors Planners Landscape Architects 3121 E GRAND RIVER AVE HOWELL MI 48843 800 246 6735 FAX 517 548 1670

EASEMENT PLAN



SANITARY SEWER EASEMENT SHOWN ON THIS SHEET AS RECORDED IN LIBER 57487 PAGE 573



LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L18	S66.39.33 W	20.00	L34	N56°32.11 W	20.00
L21	S00°12.11 W	57.53	L35	N33°28.37 E	38.88
L22	N89°47.49 W	175.23	L36	N56°33.58 W	1.25
L23	N4°37.00 W	61.68	L37	N13°05.55 W	28.75
L24	N00°00.00 E	71.45	L38	N07°36.10 E	15.94
L25	N7°40.03 W	33.83	L39	N22°42.58 E	33.88
L26	N16°16.33 E	20.00	L64	S88°49.33 E	548.79
L27	S73°43.27 E	28.04	L65	N00°12.11 E	185.05
L28	N53°08.01 E	96.51	L66	N05°59.34 E	126.59
L29	S45°37.04 E	196.97	L67	N10°53.10 W	168.00
L30	S58.13.24 W	85.93	L75	S10°53.10 E	169.23
L31	S62°29.35 W	28.71	L76	S05°59.34 W	128.94
L32	N84°28.04 W	104.85	L77	S00°12.11 W	219.82
L33	S33°28.37 W	42.95	L78	N89°49.33 W	580.01

LEGEND

- 9 UNIT NUMBER
- L5 LINE NUMBER
- SDE PRIVATE EASEMENT FOR STORM AND SURFACE DRAINAGE
- SAE PRIVATE EASEMENT FOR STORM ACCESS
- SSE PRIVATE EASEMENT FOR PUBLIC SANITARY SEWER
- PUE PRIVATE EASEMENT FOR PUBLIC UTILITIES
- SDME PRIVATE EASEMENT FOR STORM DRAINAGE MAINTENANCE
- WME PRIVATE EASEMENT FOR PUBLIC WATER MAIN

39' WIDE SANITARY SEWER EASEMENT AS RECORDED IN LIBER 51065 PAGE 350

20' WIDE WATER MAIN EASEMENT AS RECORDED IN LIBER 51065 PAGE 350

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

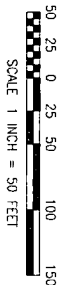
BEBOSS Engineering
Engineers Surveyors Planners Landscape Architects
3121 E GRAND RIVER AVE
HOWELL MI 48843
800 246 6735 FAX 517 548 1670

CLIENT DIVERSE REAL ESTATE LLC
PROJECT WINDRIDGE ESTATES
TITLE EASEMENT PLAN

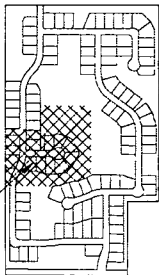


DRAWN BY: JLE
CHECKED BY: JLE
DATE: 03-21-2022
JOB NO: 14-414
SHEET: 26 OF 26

EASEMENT PLAN

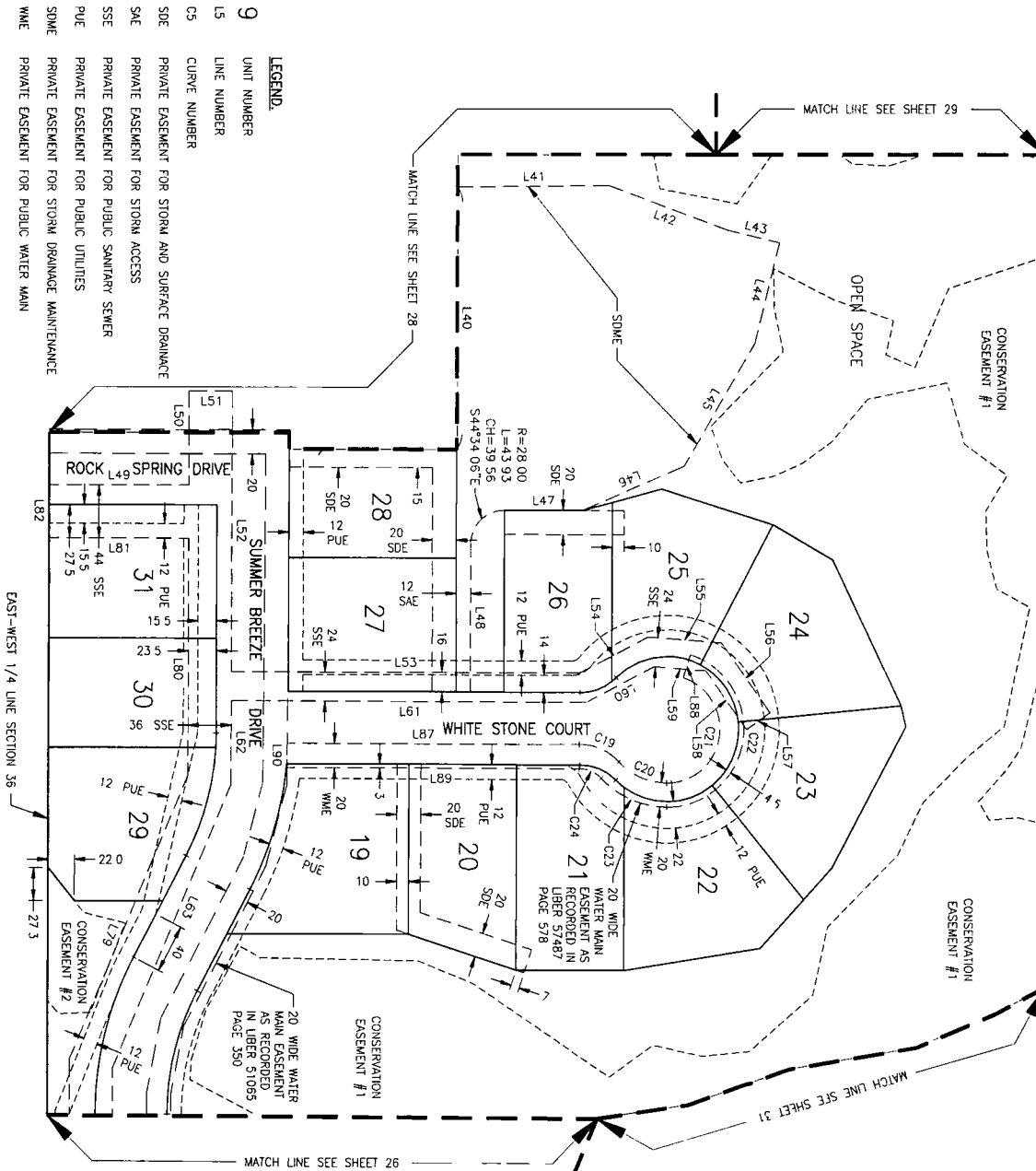
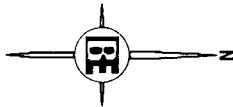


SANITARY SEWER EASEMENT
SHOWN ON THIS SHEET AS
RECORDED IN LIBER 57487
PAGE 573



SITE MAP
NOT TO SCALE

BEBOSS
Engineering
Engineers Surveyors Planners Landscape Architects
3121 E. GRAND RIVER AVE
HOWELL MI 48843
800 246 6735 FAX 517 548 1670



LINE TABLE				LINE TABLE			
LINE	BEARING	DISTANCE		LINE	BEARING	DISTANCE	
L40	N89°49'36" W	216.67		L56	N64°56'17" E	70.29	
L41	N00°33'12" W	125.88		L57	S35°03'43" E	24.00	
L42	N20°22'58" E	107.11		L58	S54°56'17" W	59.01	
L43	N13°21'15" E	43.80		L59	S04°36'58" W	43.72	
L44	S76°05'01" E	85.57		L60	S27°33'50" E	63.35	
L45	S59°38'35" E	116.95		L61	S00°10'27" W	296.67	
L46	S23°26'11" E	92.55		L62	S88°49'33" E	69.04	
L47	S00°10'27" W	65.00		L63	S67°04'36" E	253.43	
L48	S89°49'33" E	122.15		L64	S67°04'36" E	253.43	
L49	N00°10'27" E	116.50		L65	N67°04'36" W	253.43	
L50	N89°49'33" W	78.00		L66	N89°49'33" W	195.65	
L51	N00°10'27" E	36.00		L67	N09°49'33" W	44.00	
L52	S89°49'33" E	231.85		L68	N00°10'27" E	244.14	
L53	N00°10'27" E	290.74		L69	N72°10'53" W	20.00	
L54	N27°33'50" W	64.35		L89	S00°10'27" W	244.25	
L55	N04°36'58" E	61.92		L90	N89°29'22" W	20.00	

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C19	36.73	45.00	46°45'52"	N23°33'23" E	35.72
C20	44.89	55.00	46°45'52"	N23°33'23" E	43.65
C21	126.10	44.50	162°21'20"	N61°00'13" W	87.95
C22	182.77	64.50	162°21'20"	S81°00'13" E	127.47
C23	61.21	75.00	46°45'52"	S23°33'23" W	59.53
C24	20.40	25.00	46°45'52"	S23°33'23" W	19.84

CLIENT
PROJECT
TITLE

DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
EASEMENT PLAN



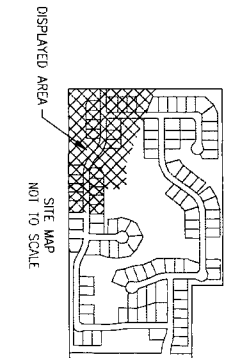
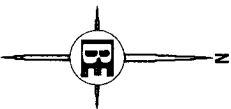
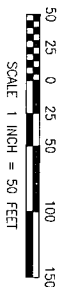
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CHECKED BY: D.B.
SCALE: 1" = 50'
JOB NO: 14-414
DATE: 03-21-2022
NOTING INFORMATION

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

EASEMENT PLAN

LEGEND

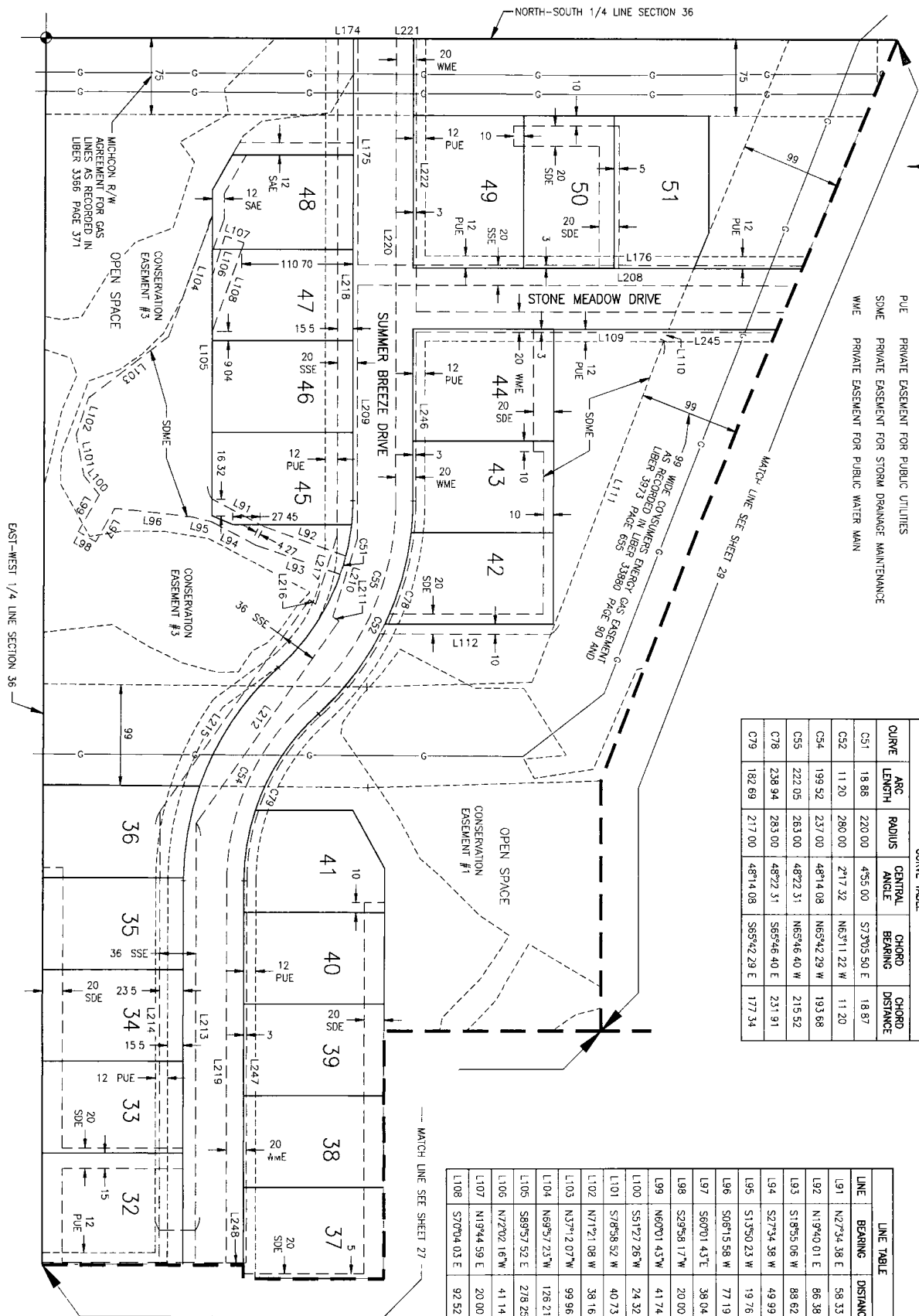
- 9 UNIT NUMBER
- LS LINE NUMBER
- CS CURVE NUMBER
- SDE PRIVATE EASEMENT FOR STORM AND SURFACE DRAINAGE
- SAE PRIVATE EASEMENT FOR STORM ACCESS
- SSE PRIVATE EASEMENT FOR PUBLIC SANITARY SEWER
- PUE PRIVATE EASEMENT FOR PUBLIC UTILITIES
- SDME PRIVATE EASEMENT FOR STORM DRAINAGE MAINTENANCE
- WME PRIVATE EASEMENT FOR PUBLIC WATER MAIN



CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C51	18.86	220.00	4°55.00	S73°05.50 E	18.87
C52	11.20	280.00	2°17.32	N63°11.22 W	11.20
C54	199.92	237.00	48°14.08	N65°42.29 W	193.68
C55	222.05	263.00	48°22.31	N65°46.40 W	215.52
C78	238.94	283.00	48°22.31	S65°46.40 E	231.91
C79	182.69	217.00	48°14.08	S65°42.29 E	177.34

LINE TABLE		
LINE	BEARING	DISTANCE
L91	N2°34.38 E	58.53
L92	N1°40.01 E	86.38
L93	S1°55.06 W	88.62
L94	S2°34.38 W	49.99
L95	S1°35.02 W	19.76
L96	S08°15.58 W	77.19
L97	S60°01.43 E	38.04
L98	S2°58.17 W	20.00
L99	N60°01.43 W	41.74
L100	S51°27.26 W	24.32
L101	S7°58.52 W	40.73
L102	N7°21.08 W	38.16
L103	N37°12.07 W	99.96
L104	N68°57.23 W	126.21
L105	S68°57.52 E	278.25
L106	N72°02.16 W	41.14
L107	N19°44.59 E	20.00
L108	S7°04.03 E	92.52

LINE TABLE		
LINE	BEARING	DISTANCE
L109	N00°02.04 E	114.54
L110	S67°19.17 E	12.19
L111	S68°40.24 E	309.90
L112	S00°02.04 W	169.91
L174	N00°02.04 E	20.00
L175	S89°57.56 E	222.00
L176	N00°02.04 E	553.31
L208	S00°02.04 W	543.31
L209	S89°57.56 E	249.15
L210	S72°25.06 E	80.67
L211	N35°32.56 E	7.49
L212	S54°27.04 E	243.60
L213	S89°49.33 E	399.41
L214	N89°49.33 W	410.89
L215	N54°27.04 W	255.08
L216	N35°32.56 E	7.49
L217	N72°25.06 W	71.09
L218	N89°57.56 W	488.07
L219	N89°49.33 W	375.31
L220	N89°57.56 W	453.86
L221	N00°02.04 E	20.00
L222	S89°57.56 E	268.00
L245	S00°02.04 W	541.81
L246	S89°57.56 E	165.88
L247	S89°49.33 E	375.32
L248	S00°11.49 W	20.00



PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

28

28

DATE: 03-21-2022

CHECKED BY: DBB

DRAWN BY: LW/MW

DESIGNED BY: TE

28

28

CLIENT

PROJECT

TITLE

DIVERSE REAL ESTATE LLC

WINDRIDGE ESTATES

EASEMENT PLAN

BEBOSS Engineering

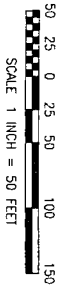
Engineers Surveyors Planners Landscape Architects

3121 E GRAND RIVER AVE

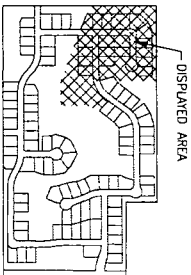
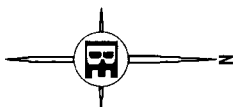
HOWELL, MI 48843

800 246 6735 FAX 517 548 1670

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING
C53	12.01	280.00	2°27'30"	N87°26'52"E
C56	183.05	44.50	209°56'25"	N31°51'03"E
C57	236.34	64.50	209°56'25"	S31°51'03"W

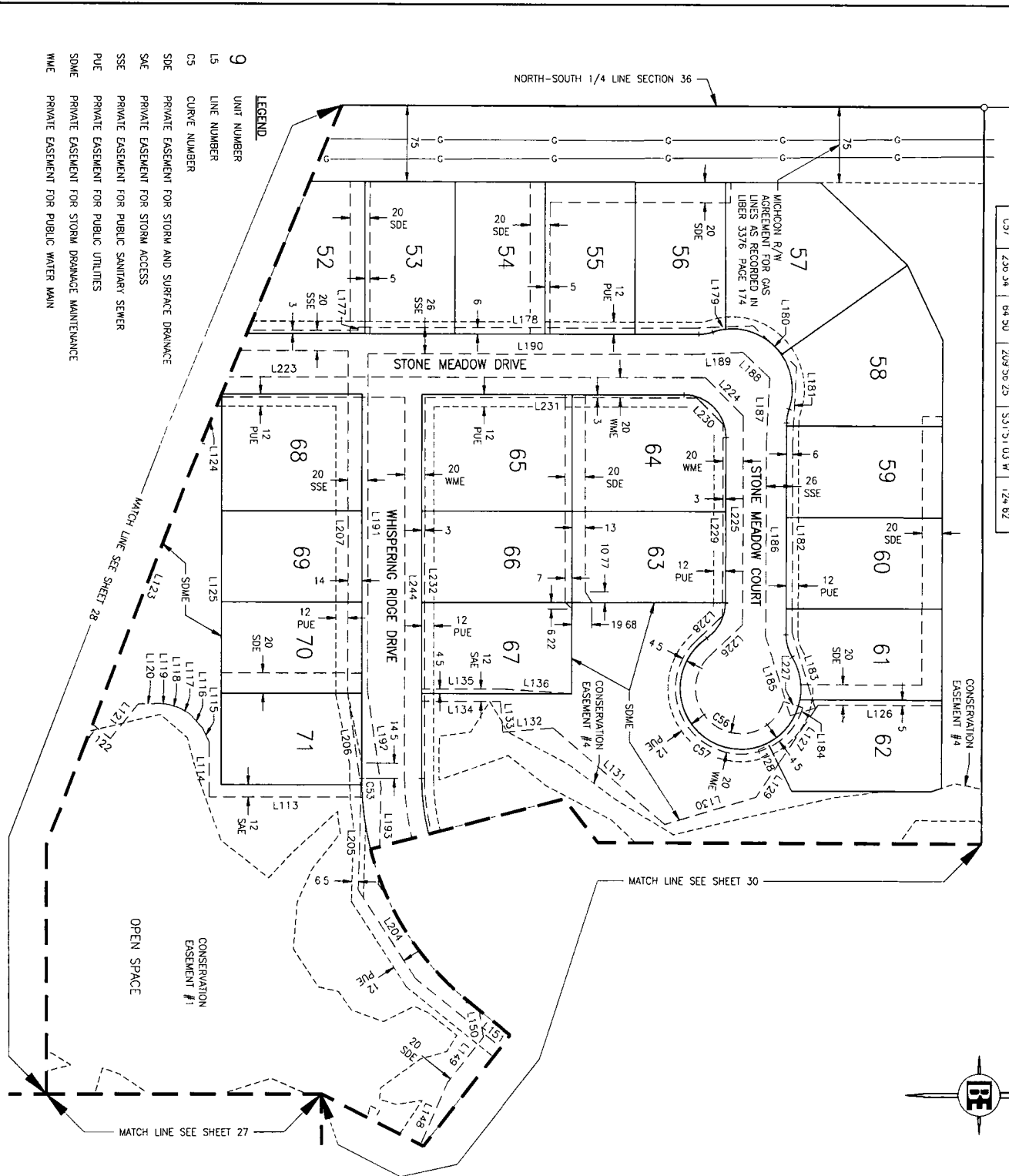


EASEMENT PLAN



SITE MAP
NOT TO SCALE

LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L113	S00°02'04" W	152.62	L179	N02°29'47" W	59.33
L114	N89°58'05" W	53.74	L180	N43°03'11" E	59.92
L115	S6°55'15" W	15.12	L181	S87°10'23" E	75.34
L116	S46°07'05" W	18.37	L182	S89°49'49" E	187.01
L117	S30°25'06" W	12.38	L183	N72°50'21" E	77.53
L118	S16°46'05" W	11.66	L184	S17°03'38" E	26.00
L119	S06°03'56" W	10.34	L185	S72°50'21" W	81.49
L120	S01°45'33" E	19.76	L186	N89°49'49" W	191.57
L121	S50°43'31" E	44.15	L187	N87°10'23" W	63.88
L122	S38°36'26" W	22.57	L188	S43°03'11" W	36.94
L123	N68°40'24" W	298.11	L189	S02°29'47" E	48.99
L124	N67°19'17" W	52.32	L190	S00°02'04" W	324.81
L125	S89°57'56" E	385.00	L191	S89°57'56" E	324.22
L126	S00°10'11" W	122.92	L192	N81°48'55" E	94.21
L127	S55°52'11" E	70.50	L193	S88°22'39" E	95.66
L128	S63°16'18" W	23.33	L204	S56°52'13" W	104.25
L129	S95°52'11" E	39.24	L205	N88°22'39" W	100.20
L130	S16°32'59" E	94.81	L206	S81°48'55" W	93.93
L131	S40°21'30" W	146.46	L207	N89°57'56" W	338.66
L132	S0°48'09" E	50.41	L223	N00°02'04" E	841.72
L133	S86°11'51" W	30.67	L224	N45°06'08" E	53.51
L134	S00°02'04" W	78.26	L225	S89°49'49" E	205.66
L135	N00°02'04" E	78.64	L226	S43°10'44" E	44.76
L136	N03°38'34" E	71.50	L227	N16°52'50" E	20.00
L146	N65°05'38" W	79.41	L228	N43°10'44" W	36.13
L149	N51°34'09" W	57.35	L229	N89°49'49" W	188.74
L150	S80°40'00" W	27.20	L230	S45°06'08" W	36.91
L151	N38°25'51" E	40.14	L231	S00°02'04" W	271.62
L177	N89°57'56" W	3.00	L232	S89°57'56" E	375.37
L178	N00°02'04" E	334.24	L244	N89°57'56" W	375.37



NORTH-SOUTH 1/4 LINE SECTION 36

LEGEND

- 9 UNIT NUMBER
- L5 LINE NUMBER
- C5 CURVE NUMBER
- SDE PRIVATE EASEMENT FOR STORM AND SURFACE DRAINAGE
- SAE PRIVATE EASEMENT FOR STORM ACCESS
- SSE PRIVATE EASEMENT FOR PUBLIC SANITARY SEWER
- PUE PRIVATE EASEMENT FOR PUBLIC UTILITIES
- SDME PRIVATE EASEMENT FOR STORM DRAINAGE MAINTENANCE
- WME PRIVATE EASEMENT FOR PUBLIC WATER MAIN

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

CLIENT

PROJECT

TITLE

DIVERSE REAL ESTATE LLC

WINDRIDGE ESTATES

EASEMENT PLAN

DATE

29

DESIGNED BY

TE

CHECKED BY

DRB

DATE

03-21-2022

PLANNING INFORMATION

PROPOSED AS OF MARCH 21 2022

UNITS 1-31 MUST BE BUILT

UNITS 32-102 NEED NOT BE BUILT

BEBOSS

Engineering

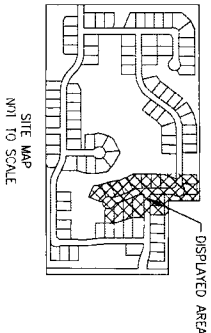
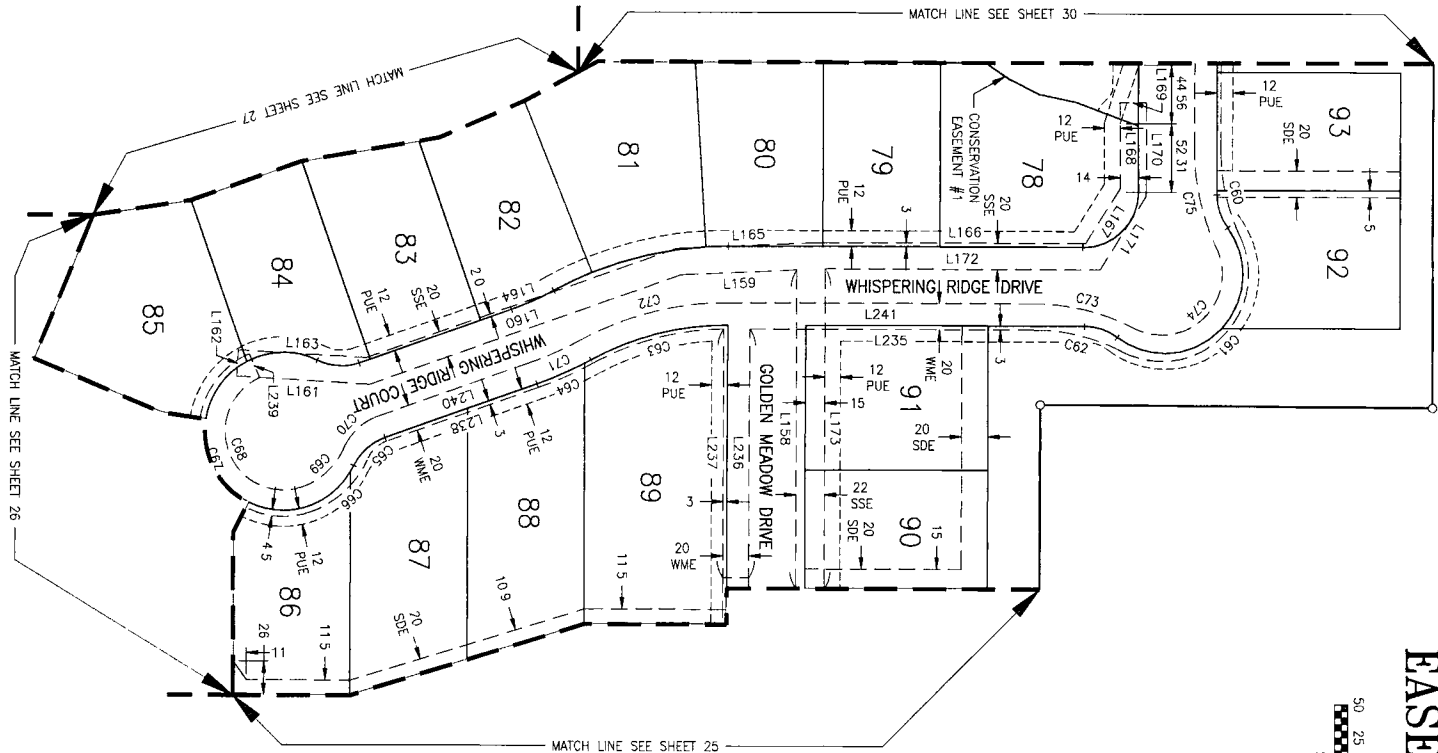
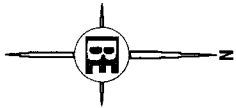
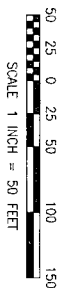
Engineers Surveyors Planners Landscape Architects

3121 E GRAND RIVER AVE

HOWELL MI 48843

800 246 6735 FAX 517 548 1670

EASEMENT PLAN



LINE TABLE				LINE TABLE			
LINE	BEARING	DISTANCE		LINE	BEARING	DISTANCE	
L158	N89°47'49" W	242.16		L170	S89°49'49" E	71.16	
L159	S02°16'40" E	88.88		L171	S57°42'23" E	66.26	
L160	S19°13'49" E	254.70		L172	S00°12'11" W	210.44	
L161	S03°24'09" W	101.79		L173	S89°47'49" E	243.00	
L162	N66°35'51" W	20.00		L235	S00°12'11" W	217.62	
L163	N03°24'09" E	97.79		L236	S89°47'49" E	188.80	
L164	N19°13'49" W	253.67		L237	N89°47'49" W	188.78	
L165	N02°16'40" W	111.62		L238	S19°13'49" E	123.66	
L166	S00°12'11" W	202.50		L239	N66°04'33" E	20.00	
L167	N57°42'23" W	49.43		L240	N19°13'49" W	123.66	
L168	N89°49'49" W	65.40		L241	N00°12'11" E	234.56	
L169	N00°10'11" E	20.00					

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C60	67.09	150.00	25°37'42"	N77°21'21" E	66.54
C61	165.43	66.50	142°31'55"	S44°11'33" E	125.95
C62	70.35	150.00	26°52'14"	S13°38'18" W	69.70
C63	105.48	217.00	27°51'06"	S14°31'54" E	104.45
C64	45.58	283.00	9°13'38"	S23°50'38" E	45.53
C65	20.40	25.00	46°45'32"	S42°36'45" E	19.84
C66	61.21	75.00	46°45'32"	S42°36'45" E	59.53
C67	197.35	64.50	175°18'22"	S68°25'22" W	128.89
C68	136.16	44.50	175°18'22"	N68°25'22" E	88.93
C69	44.89	55.00	46°45'52"	N42°36'45" W	43.65
C70	36.73	45.00	46°45'52"	N42°36'45" W	35.72
C71	42.35	263.00	9°13'38"	N23°50'38" W	42.31
C72	116.55	237.00	28°39'37"	N14°07'38" W	117.32
C73	79.73	170.00	26°52'14"	N13°38'18" E	79.00
C74	115.68	46.50	142°31'55"	N44°11'33" W	88.07
C75	76.04	170.00	25°37'42"	S77°21'21" W	75.41

- LEGEND**
- 9 UNIT NUMBER
 - LS LINE NUMBER
 - C5 CURVE NUMBER
 - SDE PRIVATE EASEMENT FOR STORM AND SURFACE DRAINAGE
 - SAE PRIVATE EASEMENT FOR STORM ACCESS
 - SSE PRIVATE EASEMENT FOR PUBLIC SANITARY SEWER
 - PUE PRIVATE EASEMENT FOR PUBLIC UTILITIES
 - SOME PRIVATE EASEMENT FOR STORM DRAINAGE MAINTENANCE
 - WME PRIVATE EASEMENT FOR PUBLIC WATER MAIN

PROPOSED AS OF MARCH 21 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT



RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2022 AUG -2 AM 8: 32

425866 Liber 58013 Page 890 thru 893
8/5/2022 8:44:05 AM Receipt #000334217
\$21.00 Misc Recording
\$4.00 Remonumentation
\$5.00 Automation
\$0.00 Transfer Tax
UCC #
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

**FIFTH AMENDMENT TO MASTER DEED
OF
WINDRIDGE ESTATES**

DIVERSE REAL ESTATE LLC, a Michigan limited liability company, whose address is 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315, being the Developer of Windridge Estates, a residential condominium project located in the Township of Lyon, County of Oakland, State of Michigan (the "Condominium Project"), established pursuant to the Master Deed thereof recorded in Liber 54718, Page 233, Oakland County Records, as amended by that certain First Amendment to Master Deed recorded in Liber 56947, Page 721, Oakland County Records, and as further amended by that certain Second Amendment to Master Deed recorded in Liber 57229, Page 499, Oakland County Records, as further amended by that certain Third Amendment to Master Deed recorded in Liber 57696, Page 442, Oakland County Records, and as further amended by that certain Fourth Amendment to Master Deed recorded in Liber 57750, Page 101, Oakland County Records (collectively, the "Master Deed"), and designated as Oakland County Condominium Subdivision Plan No. 2312, hereby amends the Master Deed for the purposes set forth herein. Upon the recording of this Fifth Amendment to Master Deed in the office of the Oakland County Register of Deeds, the Master Deed, including the Condominium Subdivision Plan attached thereto as Exhibit B and recorded as aforesaid, will be amended as follows:

1. Amended Sheets 1 and 26 of Amendment No. 1 to the Condominium Subdivision Plan of Windridge Estates, as attached hereto, shall replace and supersede Sheets 1 and 26 of Replat No. 1 of the Condominium Subdivision Plan of Windridge Estates as previously recorded, and Sheets 1 and 26 of Replat No. 1 of the Condominium Subdivision Plan of Windridge Estates as previously recorded shall be of no further force or effect.
2. In all other respects, other than as hereinabove indicated, the Master Deed, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B and recorded as aforesaid, is hereby ratified and confirmed.

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4p

21-310-201-000 ENT

UK - AB

1

Dated this 29th day of July, 2022.

DIVERSE REAL ESTATE LLC, a Michigan
limited liability company

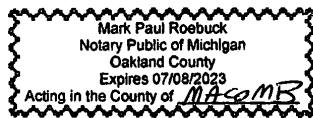
By: _____

Name: Anthony Lombardo

Its: Authorized Agent

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 29th day of July, 2022, by Anthony Lombardo, the Authorized Agent of Diverse Real Estate LLC, a Michigan limited liability company, on behalf of the limited liability company.



Mark Paul Roebuck

Mark Paul Roebuck, Notary Public
Oakland County, Michigan
My commission expires: July 8, 2023
Acting in Macomb County, Michigan

PREPARED BY AND WHEN RECORDED RETURN TO:

Brandon J. Muller
Clark Hill PLC
151 South Old Woodward Avenue, Suite 200
Birmingham, Michigan 48009

[Signature Page to Fifth Amendment to Master Deed of Windridge Estates]

AMENDMENT NO. 1 TO
OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 2312
EXHIBIT B TO THE MASTER DEED OF

WINDRIDGE ESTATES

A SITE CONDOMINIUM IN SECTION 36, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

DEVELOPER:

DIVERSE REAL ESTATE LLC
13001 23 MILE ROAD, SUITE 200
SHELBY TOWNSHIP, MICHIGAN 48315

CONDOMINIUM BOUNDARY

DESCRIPTION OF WINDRIDGE ESTATES

PART OF THE NORTHEAST 1/4 OF SECTION 36, T14N-R7E, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE EAST 1/4 CORNER OF SECTION 36; THENCE ALONG THE EAST-WEST 1/4 LINE OF SECTION 36, N 89°49'33" W, 2631.90 FEET TO THE CENTER OF SECTION 36; THENCE ALONG THE NORTH-SOUTH 1/4 LINE OF SECTION 36, N 00°02'04" E, 529.00 FEET TO THE EAST 1/4 CORNER OF SECTION 36; THENCE ALONG THE EAST 1/4 LINE OF SECTION 36, S 89°47'45" E, 1725.83 FEET TO THE CENTERLINE OF MAPER ROAD (60 FOOT WIDE 1/2 WIDTH RIGHT OF WAY); THENCE ALONG THE CENTERLINE OF MAPER ROAD (60 FOOT WIDE 1/2 WIDTH RIGHT OF WAY) AND THE EAST LINE OF SECTION 36, S 07°25'20" W, 1187.15 FEET TO THE POINT OF BEGINNING; CONTAINING 85.03 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EXISTING MAPER ROAD, ALSO SUBJECT TO ANY OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

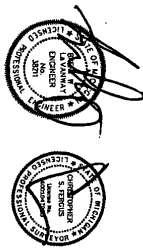
NOTE: THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL, SUCH PROJECT DESIGN PLANS ARE FILED, AND THE CONSTRUCTION OF THE CONDOMINIUM SHALL BE IN ACCORDANCE WITH THE MICHIGAN CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENGINEERING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

DRAWING INDEX	
SHEET NO.	DESCRIPTION
*1	COVER SHEET
2	SURVEY PLAN
3	COMPOSITE PLAN
4-10	SITE PLAN
11-17	UTILITY PLAN
18-24	UNIT AREAS & PERIMETER PLAN
25	EASEMENT PLAN
*26	EASEMENT PLAN
27-31	EASEMENT PLAN

THE ASTERISK (*) AS SHOWN IN THE DRAWING INDEX INDICATES AMENDED OR NEW DRAWINGS WHICH ARE REVISIONS TO THOSE DATED MARCH 21, 2022. THESE DRAWINGS ARE TO BE USED IN CONJUNCTION WITH THOSE PREVIOUSLY RECORDED.

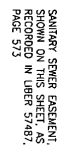
NOTES:

ALL UTILITY STRUCTURES AND IMPROVEMENTS SHOWN ON THIS PLAN SHALL BE CONSTRUCTED AND MAINTAINED ON UNITS 1-31 AND NEED NOT BE BUILT ON UNITS 32-102.



PREPARED BY:
BEBOSS
Engineering
Engineers Surveyors Planners Landscape Architects
3121 E. GRAND RIVER AVE.
HOWELL, MI. 48843
800.246.6735 FAX 517.548.1670

PROPOSED AS OF JULY 25, 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT



LINE TABLE			
LINE	BEARING	DISTANCE	
L34	N66°32'11"W	20.00'	
L35	N33°28'37"E	38.88'	
L36	N66°33'58"W	1.25'	
L37	N33°05'55"E	28.75'	
L38	N07°35'10"E	15.94'	
L39	N02°42'58"E	33.88'	
L64	S89°49'33"E	5.42'	
L65	N00°12'11"E	18.05'	
L66	N05°59'34"E	126.59'	
L67	N10°53'10"W	168.00'	
L75	S10°53'10"E	169.33'	
L76	S05°59'34"E	126.94'	
L77	S00°12'11"W	219.82'	
L78	N89°49'33"W	580.01'	

A site map showing a residential area with a hatched area labeled "DISPLAYED AREA" and a label "SITE MAP NOT TO SCALE".

PROPOSED AS OF JULY 25, 2022
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

	DESIGNED BY: JE	DIVERSE REAL ESTATE LLC WINDRIDGE ESTATES EASEMENT PLAN	CLIENT	BEBOSS <i>Engineering</i> Engineers Surveyors Planners Landscape Architects 3121 E. GRAND RIVER AVE. HOWELL, MI. 48843 800.246.6735, FAX 517.549.1620
	CHECKED BY: LK/MBM		PROJECT	
	SCALE: 1" = 50'		TITLE	

JOB NO. 14-414
 JMS 03-21-2022
 Addendum information

2023 JUN -7 PM 1:51

062009 Liber 58654 Page 451 thru 461
6/7/2023 2:21:30 PM Receipt #000045820
\$21.00 Misc Recording
\$4.00 Remonumentation
\$5.00 Automation
\$0.00 Transfer Tax
UCC #
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

**SIXTH AMENDMENT TO MASTER DEED
OF
WINDRIDGE ESTATES**

DIVERSE REAL ESTATE LLC, a Michigan limited liability company, whose address is 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315, being the Developer of Windridge Estates, a residential condominium project located in the Township of Lyon, County of Oakland, State of Michigan (the "Condominium Project"), established pursuant to the Master Deed thereof recorded in Liber 54718, Page 233, Oakland County Records, as amended by that certain First Amendment to Master Deed recorded in Liber 56947, Page 721, Oakland County Records, and as further amended by that certain Second Amendment to Master Deed recorded in Liber 57229, Page 499, Oakland County Records, as further amended by that certain Third Amendment to Master Deed recorded in Liber 57696, Page 442, Oakland County Records, as further amended by that certain Fourth Amendment to Master Deed recorded in Liber 57750, Page 101, Oakland County Records, and as further amended by that certain Fifth Amendment to Master Deed recorded in Liber 58013, Page 890, Oakland County Records (collectively, the "Master Deed"), and designated as Oakland County Condominium Subdivision Plan No. 2312, hereby amends the Master Deed for the purposes set forth herein. Upon the recording of this Sixth Amendment to Master Deed in the office of the Oakland County Register of Deeds, the Master Deed, including the Condominium Subdivision Plan attached thereto as Exhibit B and recorded as aforesaid, will be amended as follows:

1. A new subsection (3) is hereby added to the end of Section (b) of Article IV of the Master Deed, to read in its entirety as follows:

(3) The portion of any retaining wall situated within the rear yards of Unit 32 through Unit 35, inclusive, and Unit 55 through Unit 57, inclusive, shall constitute a Limited Common Element appurtenant to each such Unit, and shall be maintained, repaired and replaced by the Association in accordance with subsection (1) of Section (c) of this Article IV below.

2. Section (q) of Article VII of the Master Deed is hereby amended and restated in its entirety to read as follows:

(q) Two (2) closed oil or gas wells are situated within the Condominium Project in approximate areas within or in close proximity to Unit 72 and Unit 95. Soil containing hazardous substances above residential standards associated with the drilling of the closed wells was removed, and Developer's environmental consultant has indicated that no such

JP

hazardous substances remain within the Condominium Project in connection with the closed wells. The Condominium Project is not a "facility" under Michigan environmental law, but to mitigate the potential risks in connection with the existence of the closed wells, the following is recommended: no Structure should be constructed within fifteen (15) feet of each closed well location; Residences within Unit 72 and Unit 95 should have CO/CH4 monitors installed in the basements of such Residences; "preferential pathways" should be created above the location of each closed well to vent any potential vapor; and all utility corridors within fifteen (15) feet of each closed well should be constructed in a manner to inhibit subsurface vapor movement.

3. A new Section (r) is hereby added to the end of Article VII of the Master Deed, to read in its entirety as follows:

(r) Developer reserves the right to expand and enlarge the "easements" described above by amending this Master Deed and the Plan attached as **Exhibit B** pursuant to the right of amendment reserved in Section (c) of Article VIII without the consent of any Co-owner or Mortgagee.

4. Amended Sheets 1, 3, 7, 14, 15, 21, 28 and 29 of Replat No. 2 of the Condominium Subdivision Plan of Windridge Estates, as attached hereto, shall replace and supersede Sheets 1, 3, 7, 14, 15, 21, 28 and 29 of the Condominium Subdivision Plan of Windridge Estates as previously recorded, and Sheets 1, 3, 7, 14, 15, 21, 28 and 29 of the Condominium Subdivision Plan of Windridge Estates as previously recorded shall be of no further force or effect.

5. In all other respects, other than as hereinabove indicated, the Master Deed, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B and recorded as aforesaid, is hereby ratified and confirmed.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

21-36-201-032	Unit 32
-033	33
-034	34
-035	35
-055	55
-056	56
-057	57
-072	72
-095	95
21-36-201-000	ENT

Dated this 26TH day of MAY, 2023.

DIVERSE REAL ESTATE LLC, a Michigan
limited liability company

By: _____

Name: Anthony Lombardo

Its: Authorized Agent

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 26TH day of MAY, 2023, by Anthony Lombardo, the Authorized Agent of Diverse Real Estate LLC, a Michigan limited liability company, on behalf of the limited liability company.



MARK PAUL ROEBUCK
My Commission Expires
July 8, 2029
County of Oakland
Acting in the County of MACOMB

Mark Paul Roebuck

Mark Paul Roebuck, Notary Public
Oakland County, Michigan
My commission expires: July 8, 2029
Acting in Macomb County, Michigan

PREPARED BY: ~~AND~~ WHEN RECORDED RETURN TO:

Brandon J. Muller
Clark Hill PLC
151 South Old Woodward Avenue, Suite 200
Birmingham, Michigan 48009

Lombardo Homes
13001 23 Mile Rd
SE 200
Shelby Township, MI 48315

[Signature Page to Sixth Amendment to Master Deed of Windridge Estates]

REPLAT NO. 2
OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 2312

EXHIBIT B TO THE MASTER DEED OF

WINDRIDGE ESTATES

A SITE CONDOMINIUM IN SECTION 36, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

DEVELOPER:

DIVERSE REAL ESTATE LLC
13001 23 MILE ROAD, SUITE 200
SHELBY TOWNSHIP, MICHIGAN 48315

CONDOMINIUM BOUNDARY

DESCRIPTION OF WINDRIDGE ESTATES

PART OF THE NORTHEAST 1/4 OF SECTION 36, T11N-R7E, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST 1/4 CORNER OF SECTION 36; THENCE ALONG THE EAST-WEST 1/4 LINE OF SECTION 36, N 89°49'33" W, 2631.90 FEET TO THE CENTER OF SECTION 36; THENCE ALONG THE NORTH-SOUTH 1/4 LINE OF SECTION 36, N 00°02'04" E, 1487.10 FEET; THENCE S 89°49'49" E, 1916.23 FEET; THENCE S 00°28'28" W, 299.74 FEET; THENCE S 89°47'49" E, 725.83 FEET TO THE CENTER OF THE NORTHERLY 60 FOOT WIDE 1/2 AC. RIGHT OF WAY OF THE LYON TOWNSHIP ROAD (60 FOOT WIDE 1/2 AC. RIGHT OF WAY); THENCE S 00°02'04" E, 1487.10 FEET TO THE POINT OF BEGINNING; AND THE EAST LINE OF SECTION 36, S 00°25'20" W, 1187.15 FEET TO THE POINT OF BEGINNING; CONTAINING 85.03 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EXISTING NAPIER ROAD ALSO SUBJECT TO ANY OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

DRAWING INDEX	
SHEET NO.	DESCRIPTION
*1	COVER SHEET
2	SURVEY PLAN
*3	COMPOSITE PLAN
4-6	SITE PLAN
*7	SITE PLAN
8-10	SITE PLAN
11-13	UTILITY PLAN
*14-15	UTILITY PLAN
16-17	UTILITY PLAN
18-20	UNIT AREAS & PERIMETER PLAN
*21	UNIT AREAS & PERIMETER PLAN
22-24	UNIT AREAS & PERIMETER PLAN
25-27	EASEMENT PLAN
*28-29	EASEMENT PLAN
30-31	EASEMENT PLAN

THE ASTERISK (*) AS SHOWN IN THE DRAWING INDEX INDICATES AMENDED OR NEW DRAWINGS WHICH ARE REVISIONS TO THOSE DATED MARCH 21, 2022 AND JULY 19, 2022. THESE DRAWINGS ARE TO REPLACE OR BE SUPPLEMENTAL TO THOSE PREVIOUSLY RECORDED.

NOTES:

ALL UTILITY STRUCTURES AND IMPROVEMENTS SHOWN EITHER HAVE BEEN CONSTRUCTED OR MUST BE BUILT ON UNITS 1-31 AND NEED NOT BE BUILT ON UNITS 32-102.

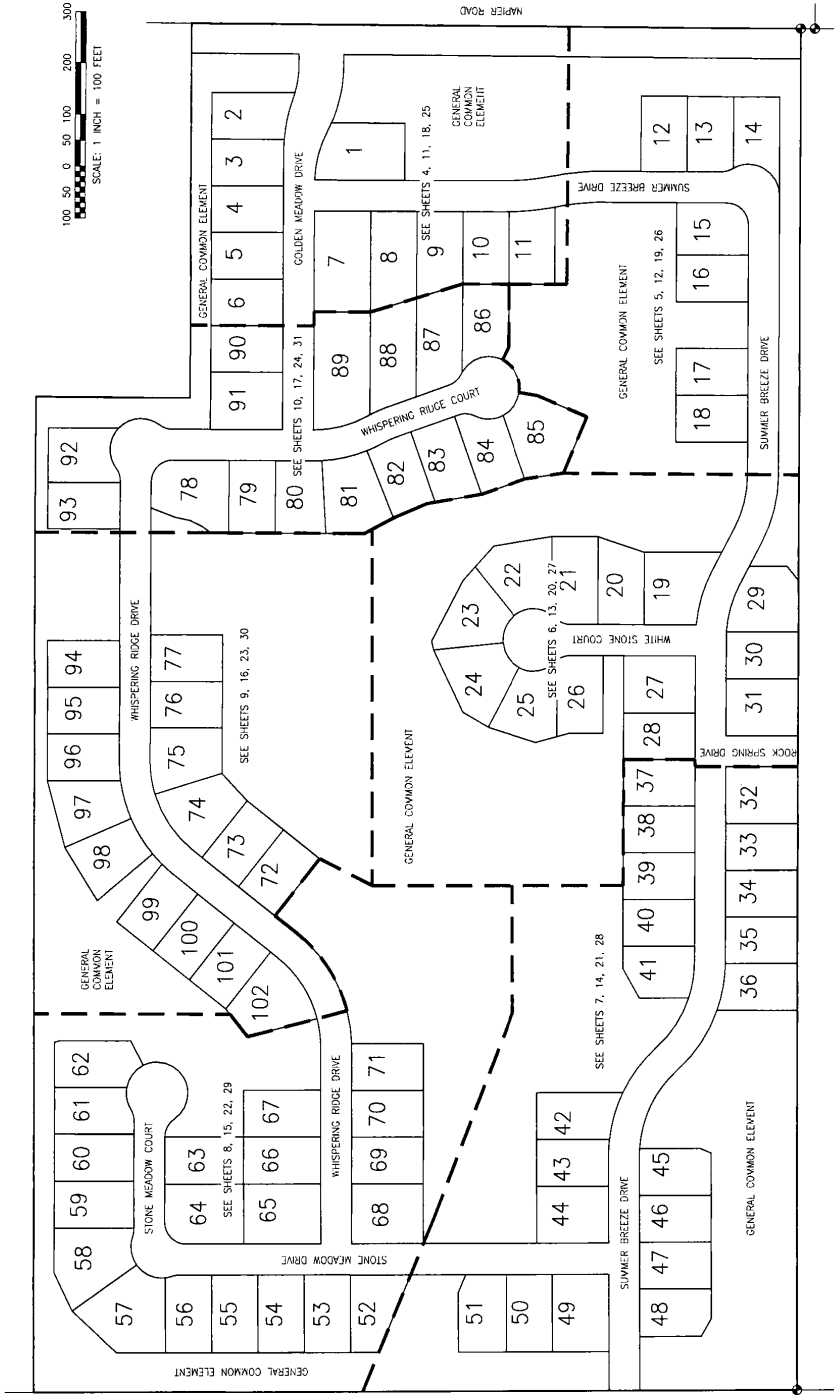
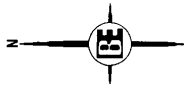


PREPARED BY:
DEBOSS Engineering
Engineers Surveyors Planners Landscape Architects
3121 E. GRAND RIVER AVE.
HOWELL, MI. 48843
800.246.6735 FAX 517.548.1670

NOTE: THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE OF MICHIGAN. THE DESIGN PROFESSIONAL'S SIGNATURE MUST BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

PROPOSED AS OF MAY 25, 2023
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

COMPOSITE PLAN



LEGEND:
9 UNIT NUMBER
--- SHEET MATCH LINE

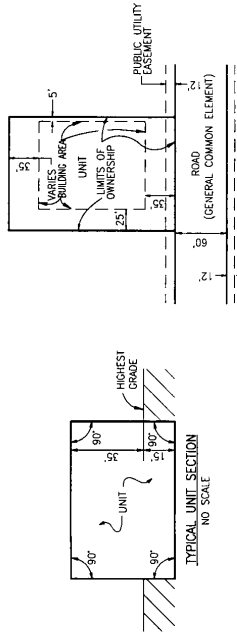
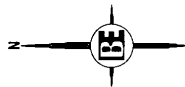
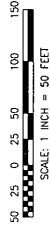
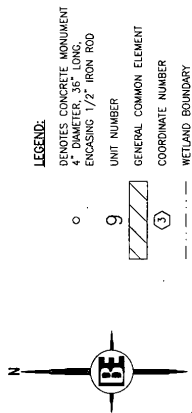
PROPOSED AS OF MAY 25, 2023
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

BFBOSS
Engineering Surveying Planning Architecture
3121 E. GRAND RIVER AVE.
HOWELL, MI 48843
800.246.6735 FAX 517.548.1670

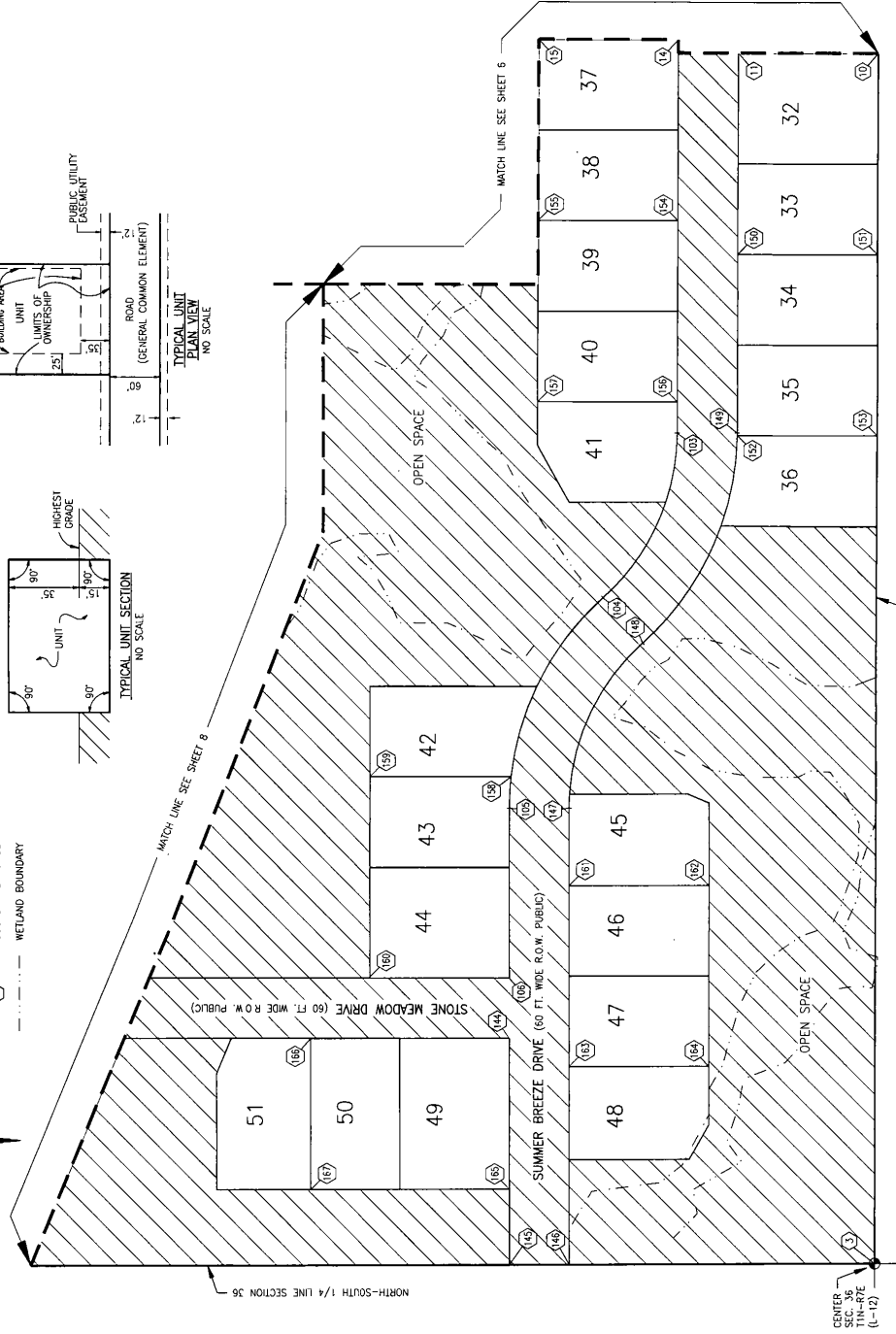
DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
COMPOSITE PLAN

CLIENT	TITLE
PROJECT	
DESIGNED BY	TE
DRAWN BY	TE/RYN
CHECKED BY	RYN
DATE	05/25/2023
JOB NO.	14-414
DATE	03-21-2022
PLATTING INFORMATION	
SHEET NO.	3

SITE PLAN



LIST OF COORDINATES			
NO.	NORTHING	EASTING	
3	344501.85	13340521.95	
10	344498.19	13341726.20	
11	344638.19	13341726.63	
14	344698.15	13341740.16	
15	344838.15	13341740.59	
103	344699.34	13341349.19	
104	344773.30	13341185.31	
105	344867.44	13340976.07	
108	344867.54	13340807.18	
144	344867.58	13340747.18	
145	344867.71	13340522.18	
146	344807.71	13340522.15	
147	344807.44	13340796.03	
148	344733.47	13341140.44	
149	344639.34	13341349.00	
150	344638.80	13341526.63	
151	344498.80	13341526.20	
152	344639.35	13341346.63	
153	344499.35	13341346.20	
154	344698.70	13341560.16	
155	344839.70	13341560.59	
156	344699.25	13341380.16	
157	344839.24	13341380.59	
158	344895.69	13341007.18	
159	345007.42	13341007.27	
160	345007.54	13340807.27	
161	344807.49	13340899.04	
162	344667.49	13340898.95	
163	344807.60	13340719.04	
164	344667.60	13340718.95	
165	344867.67	13340597.18	
166	345067.58	13340747.30	
167	345067.67	13340597.30	



PROPOSED AS OF MAY 25, 2023
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

ENGINEERING
Robert J. Bross
3121 E. GRAND RIVER AVE.
HOWELL, MI. 48843
800.246.6735 FAX 517.548.1670

DIVERSE REAL ESTATE LLC

WINDRIDGE ESTATES

SITE PLAN

CLIENT: _____

PROJECT: _____

TITLE: _____

DESIGNED BY: _____

CHECKED BY: _____

DATE: 03-21-2022

JOB NO. 14-014

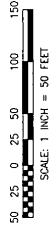
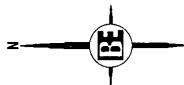
SCALE: 1" = 50'

PLATTING INFORMATION

SHEET NO. **7**

UTILITY PLAN

- LEGEND**
- 9 UNIT NUMBER
- ST-(STORM SEWER W/ OUTLET STRUCTURE, MANHOLE CATCH BASIN, & FLARED END SECTION
- SN- SANITARY SEWER W/ MANHOLE
- FM- FORCEMAIN
- WM- WATERMAIN W/ HYDRANT & GATE VALVE
- EX- EXISTING GAS LINE
- WB- WETLAND BOUNDARY



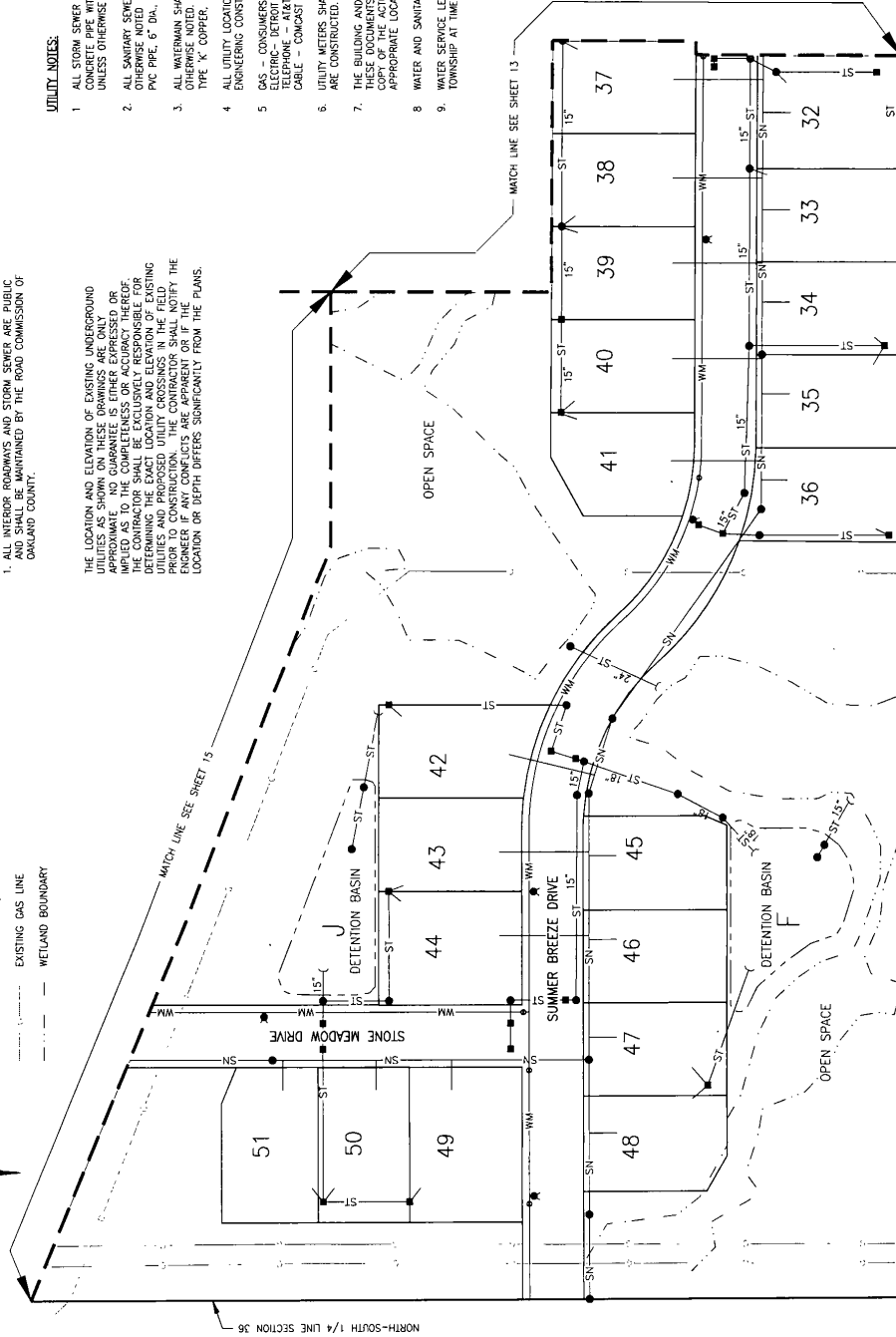
NOTES:

1. ALL INTERIOR ROADWAYS AND STORM SEWER ARE PUBLIC AND SHALL BE MAINTAINED BY THE ROAD COMMISSION OF OAKLAND COUNTY.

THE LOCATION AND ELEVATION OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE DRAWINGS ARE ONLY APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION AND ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY CONFLICTS ARE APPARENT OR IF THE LOCATION OR DEPTH DIFFERS SIGNIFICANTLY FROM THE PLANS.

UTILITY NOTES:

1. ALL STORM SEWER SHALL BE C-76, CLASS V, REINFORCED CONCRETE PIPE WITH WATERTIGHT PREMIUM JOINTS, 12" DIA., UNLESS OTHERWISE NOTED.
2. ALL SANITARY SEWER SHALL BE TRUSS PIPE, 8" DIA. UNLESS OTHERWISE NOTED. ALL SANITARY LEADS SHALL BE SDR-23.5 PVC PIPE, 6" DIA., UNLESS OTHERWISE NOTED.
3. ALL WATERMAIN SHALL BE CLASS 54 D.I.P., 8" DIA. UNLESS OTHERWISE NOTED. ALL WATER SERVICE LEADS SHALL BE TYPE "X" COPPER, 1" DIA. UNLESS OTHERWISE NOTED.
4. ALL UTILITY LOCATIONS SHOWN WERE TAKEN FROM BOSS ENGINEERING CONSTRUCTION PLANS, DATED 1-23-15.
5. GAS - CONSUMERS ENERGY COMPANY
ELECTRIC - MICHIGAN ELECTRIC COMPANY
TELEPHONE - AT&T
CABLE - COMCAST
6. UTILITY METERS SHALL BE PLACED ON EACH HOUSE AS THEY ARE CONSTRUCTED.
7. THE BUILDING AND UTILITY INFORMATION CONTAINED IN THESE DRAWINGS ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL OBTAIN A COPY OF THE ACTUAL DESIGN PLANS FROM THE APPROPRIATE LOCAL, COUNTY, OR STATE OFFICIALS.
8. WATER AND SANITARY PROVIDED BY LYON TOWNSHIP.
9. WATER SERVICE LEADS SHALL BE INSTALLED BY LYON TOWNSHIP AT TIME OF HOUSE CONSTRUCTION.



PROPOSED AS OF MAY 25, 2023
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

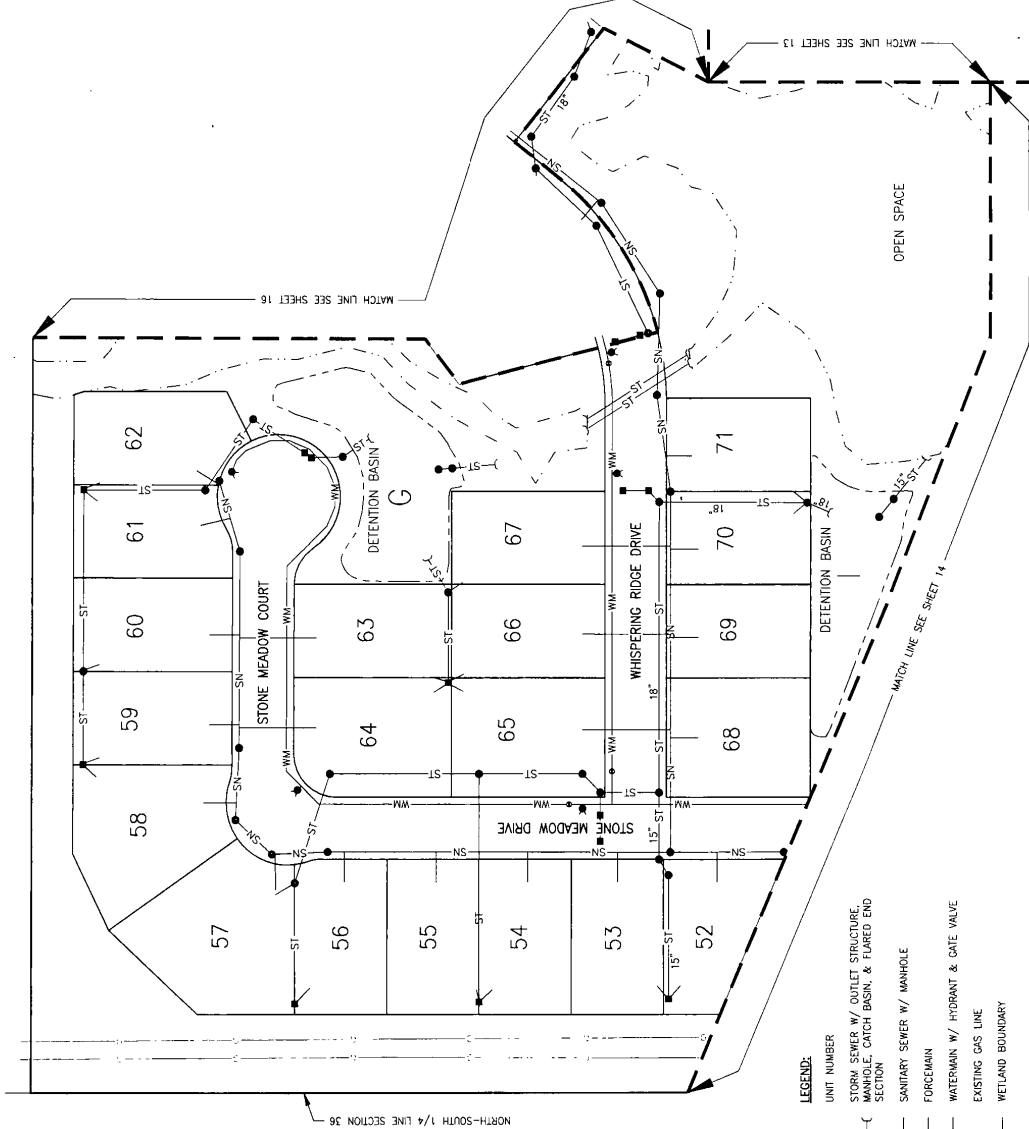
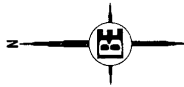
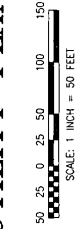
DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
UTILITY PLAN



DESIGNED BY: DT	DATE: 03-21-2022
DRAWN BY: DT	
CHECKED BY: DT	
SCALE: 1" = 50'	
JOB NO. 14-514	
SHEET NO. 14	

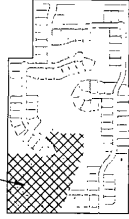
BOSS Engineering
3211 E. GRAND RIVER AVE.
HOWELL, MI. 48843
800.246.6735 FAX 517.548.1670

UTILITY PLAN



- LEGEND:**
- 9 UNIT NUMBER
 - ST-() STORM SEWER W/ OUTLET STRUCTURE, MANHOLE, CATCH BASIN, & FLARED END SECTION
 - SN-() SANITARY SEWER W/ MANHOLE
 - WM-() WATERMAIN W/ HYDRANT & GATE VALVE
 - FM-() FORCEMAIN
 - GS-() EXISTING GAS LINE
 - WETLAND BOUNDARY

DISPLACED AREA



UTILITY NOTES:

- ALL STORM SEWER SHALL BE C-76, CLASS V, REINFORCED CONCRETE PIPE WITH WATER TIGHT PREMIUM JOINTS, 12" DIA., UNLESS OTHERWISE NOTED.
- ALL SANITARY SEWER SHALL BE TRUSS PIPE, 8" DIA. UNLESS OTHERWISE NOTED. ALL SANITARY LEADS SHALL BE SDR-23.5 PVC PIPE, 6" DIA. UNLESS OTHERWISE NOTED.
- ALL WATERMAIN SHALL BE CLASS 54 D.U.P., 8" DIA. UNLESS OTHERWISE NOTED. ALL WATER SERVICE LEADS SHALL BE TYPE "K" COPPER, 1" DIA. UNLESS OTHERWISE NOTED.
- ALL UTILITY LOCATIONS SHOWN WERE TAKEN FROM BOSS ENGINEERING CONSTRUCTION PLANS, DATED 3-23-15.
- GAS - CONSUMERS ENERGY COMPANY
ELECTRIC - DETROIT EDISON COMPANY
TELEPHONE - DETROIT EDISON COMPANY
CABLE - COMCAST
- UTILITY METERS SHALL BE PLACED ON EACH HOUSE AS THEY ARE CONSTRUCTED.
- THE BUILDING AND UTILITY INFORMATION CONTAINED IN THESE PLANS IS BASED ON THE INFORMATION PROVIDED IN A COPY OF THE ACTUAL DESIGN PLANS, CONTACT THE APPROPRIATE LOCAL, COUNTY, OR STATE OFFICIALS.
- WATER AND SANITARY PROVIDED BY LYON TOWNSHIP.
- WATER SERVICE LEADS SHALL BE INSTALLED BY LYON TOWNSHIP AT TIME OF HOUSE CONSTRUCTION.

NOTES:

- ALL INTERIOR ROADWAYS AND STORM SEWER ARE PUBLIC AND SHALL BE MAINTAINED BY THE ROAD COMMISSION OF OAKLAND COUNTY.
- THE LOCATION AND ELEVATION OF EXISTING UNDERGROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY CONFLICTS ARE APPARENT OR IF THE LOCATION OR DEPTH DIFFERS SIGNIFICANTLY FROM THE PLANS.

PROPOSED AS OF MAY 25, 2023
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

BEBOSS Engineering
Engineers Surveyors Planners Landscape Architects
3121 E. GRAND RIVER AVE.
HOWELL, MI. 48843
800.246.6735 FAX 517.548.1670

DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
UTILITY PLAN

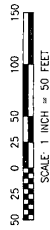


DESIGNED BY:	TE
DRAWN BY:	WJW
CHECKED BY:	WJW
SCALE:	1" = 50'
JOB NO.	14-414
DATE	03-21-2022
PLACING INFORMATION	
SHEET NO.	15

UNIT AREAS & PERIMETER PLAN

LEGEND:

- DENOTES CONCRETE MONUMENT
- 4" DIAMETER, 36" LONG
- ENCLOSING 1/2" IRON ROD
- 9 UNIT NUMBER
- (R) DENOTES RADIAL UNIT LINES
- (NR) DENOTES NON-RADIAL UNIT LINES
- CS CURVE NUMBER
- WETLAND BOUNDARY



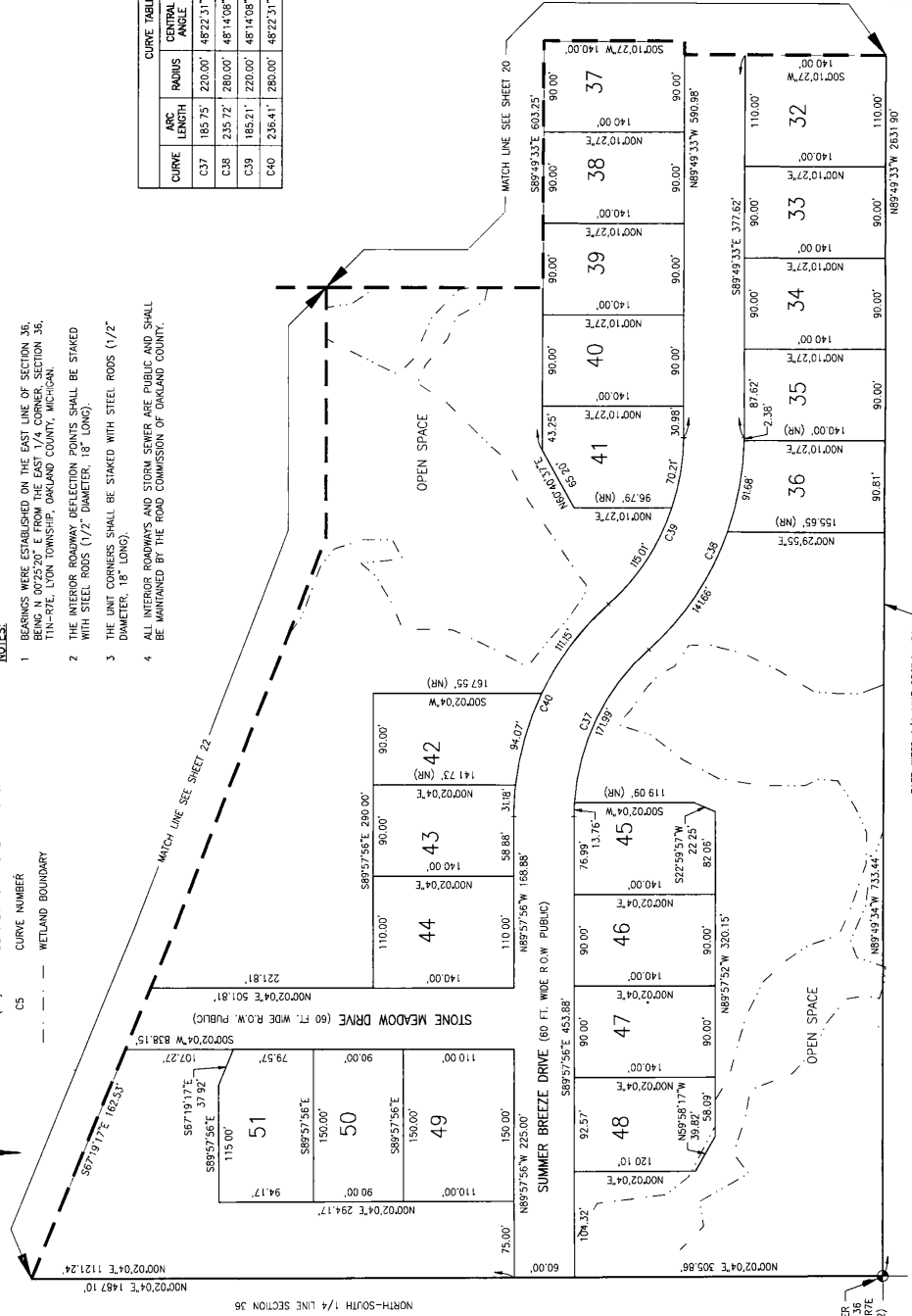
NOTES:

1. BEARINGS WERE ESTABLISHED ON THE EAST LINE OF SECTION 36, BEING N 07°25'20" E FROM THE EAST 1/4 CORNER SECTION 36, T1N-47E, L10N TOWNSHIP, OAKLAND COUNTY, MICHIGAN.
2. THE INTERIOR ROADWAY DEFLECTION POINTS SHALL BE STAKED WITH STEEL RODS (1/2" DIAMETER, 18" LONG).
3. THE UNIT CORNERS SHALL BE STAKED WITH STEEL RODS (1/2" DIAMETER, 18" LONG).
4. ALL INTERIOR ROADWAYS AND STORM SEWER ARE PUBLIC AND SHALL BE MAINTAINED BY THE ROAD COMMISSION OF OAKLAND COUNTY.



CURVE	ARC LENGTH	POINTS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C37	185.75'	220.00'	48°22'31"	S85°46'40"E	180.28'
C38	235.72'	280.00'	48°14'08"	S85°42'29"E	228.82'
C39	185.21'	220.00'	48°14'08"	N65°42'29"W	179.79'
C40	236.41'	280.00'	48°22'31"	N65°46'40"W	229.45'

UNIT NO.	AREA (SQ. FT.)
32	15400
33	12600
34	12600
35	12600
36	13134
37	12600
38	12600
39	12600
40	12600
41	12636
42	13671
43	12618
44	15400
45	12614
46	12600
47	12600
48	12617
49	15500
50	13500
51	13870



PROPOSED AS OF MAY 25, 2023
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

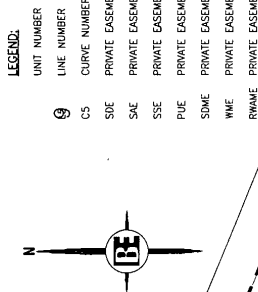
BEBOSS
Engineering Surveying Planning
3121 E. GRAND RIVER AVE.
HOWELL, MI 48843
800.246.6735 FAX 517.548.1570

CLIENT: DIVERSE REAL ESTATE LLC
PROJECT: WINDRIDGE ESTATES
TITLE: UNIT AREAS & PERIMETER PLAN



DESIGNED BY: JTE
CHECKED BY: JTE
SCALE: 1" = 50'
JOB NO. 14-414
DATE: 03-21-2022
PLATTING INFORMATION
SHEET NO. 21

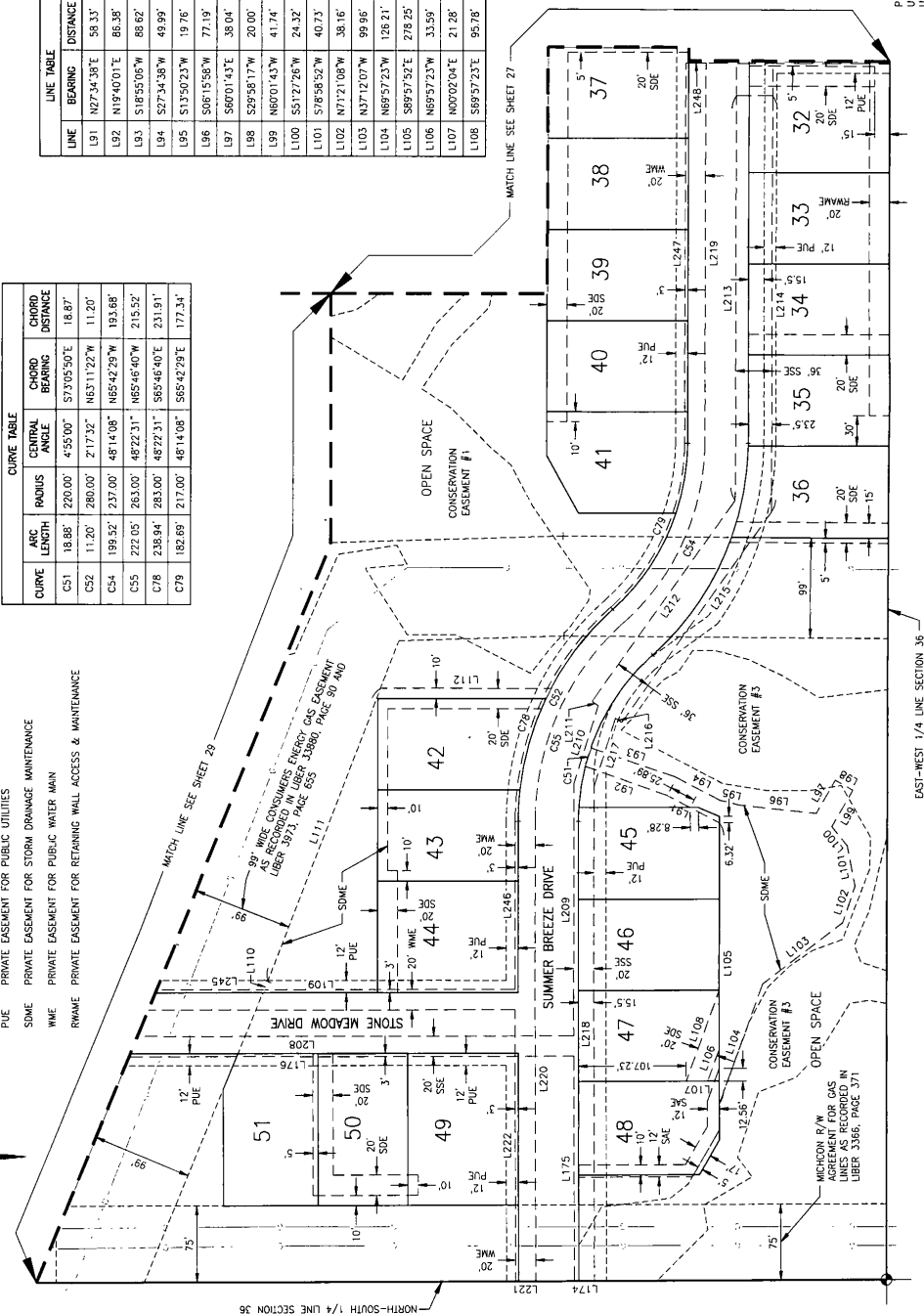
EASEMENT PLAN



CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C51	18.88'	220.00'	4°53'00"	S73°05'30"E	18.87'
C52	11.20'	280.00'	2°17'32"	N63°11'22"W	11.20'
C54	198.52'	237.00'	48°14'08"	N65°42'29"W	193.68'
C55	222.05'	263.00'	48°22'31"	N65°46'40"W	215.52'
C78	238.94'	283.00'	48°22'31"	S65°46'40"E	231.91'
C79	182.69'	283.00'	48°14'08"	S65°42'29"E	177.34'

LINE		PALE	
LINE	BEARING	DISTANCE	
L91	N27°44'38"E	68.33'	
L92	N127°44'38"E	56.33'	
L93	S18°55'06"W	88.82'	
L94	S27°34'23"W	49.99'	
L95	S12°53'02"W	39.76'	
L96	S66°15'58"W	77.19'	
L97	N60°01'41"E	38.04'	
L98	S26°58'17"W	20.00'	
L99	N60°01'43"W	41.74'	
L100	S51°57'26"W	24.32'	
L101	S76°53'25"E	40.73'	
L102	N71°12'08"W	38.16'	
L103	N37°12'07"W	99.96'	
L104	N69°57'52"E	128.21'	
L105	S89°57'52"E	278.25'	
L106	N69°57'23"W	33.59'	
L107	N60°20'24"E	21.28'	
L108	S69°23'21"E	95.78'	

LINE			TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L109	N007°02'04"E	114.54	L121	S89°43'33"E	39.41
L110	S007°19'17"E	12.19	L122	N007°02'04"E	20.00
L111	S48°40'24"E	309.90	L123	S89°57'56"E	222.00
L112	S007°02'04"E	169.91	L124	N007°02'04"E	55.31
L113	S007°02'04"E	20.00	L125	S89°57'56"E	249.31
L114	S007°02'04"E	20.00	L126	S007°58'51"E	54.15
L115	S89°57'56"E	222.00	L127	S007°58'51"E	80.67
L116	N007°02'04"E	55.31	L128	S17°22'06"E	71.09
L117	S89°57'56"E	222.00	L129	S17°22'06"E	71.09
L118	S007°02'04"E	20.00	L130	S89°43'33"E	245.60
L119	S007°02'04"E	20.00	L131	S89°43'33"E	39.41
L120	S007°58'51"E	54.15	L132	N89°49'33"W	410.89
L121	S17°22'06"E	71.09	L133	S43°70'56"E	258.08
L122	S17°22'06"E	71.09	L134	S43°70'56"E	7.49
L123	S89°43'33"E	39.41	L135	N89°49'33"W	410.89
L124	N007°02'04"E	20.00	L136	N89°49'33"W	375.31
L125	S89°57'56"E	222.00	L137	N89°49'33"W	453.88
L126	S007°58'51"E	54.15	L138	N007°02'04"E	20.00
L127	S007°58'51"E	80.67	L139	S89°57'56"E	268.00
L128	S17°22'06"E	71.09	L140	S007°02'04"E	94.81
L129	S17°22'06"E	71.09	L141	S007°02'04"E	165.88
L130	S89°43'33"E	245.60	L142	S89°43'33"E	375.31
L131	S89°43'33"E	39.41	L143	S007°14'00"E	20.00
L132	N89°49'33"W	410.89	L144	S007°14'00"E	20.00
L133	S43°70'56"E	258.08	L145	S007°14'00"E	20.00
L134	S43°70'56"E	7.49	L146	S007°14'00"E	20.00
L135	N89°49'33"W	410.89	L147	S007°14'00"E	20.00
L136	N89°49'33"W	375.31	L148	S007°14'00"E	20.00
L137	N89°49'33"W	453.88	L149	S007°14'00"E	20.00
L138	N007°02'04"E	20.00	L150	S007°14'00"E	20.00
L139	S89°57'56"E	222.00	L151	S007°14'00"E	20.00
L140	S007°02'04"E	94.81	L152	S007°14'00"E	20.00
L141	S007°02'04"E	165.88	L153	S007°14'00"E	20.00
L142	S89°43'33"E	375.31	L154	S007°14'00"E	20.00
L143	S007°14'00"E	20.00	L155	S007°14'00"E	20.00
L144	S007°14'00"E	20.00	L156	S007°14'00"E	20.00
L145	S007°14'00"E	20.00	L157	S007°14'00"E	20.00
L146	S007°14'00"E	20.00	L158	S007°14'00"E	20.00
L147	S007°14'00"E	20.00	L159	S007°14'00"E	20.00
L148	S007°14'00"E	20.00	L160	S007°14'00"E	20.00
L149	S007°14'00"E	20.00	L161	S007°14'00"E	20.00
L150	S007°14'00"E	20.00	L162	S007°14'00"E	20.00
L151	S007°14'00"E	20.00	L163	S007°14'00"E	20.00
L152	S007°14'00"E	20.00	L164	S007°14'00"E	20.00
L153	S007°14'00"E	20.00	L165	S007°14'00"E	20.00
L154	S007°14'00"E	20.00	L166	S007°14'00"E	20.00
L155	S007°14'00"E	20.00	L167	S007°14'00"E	20.00
L156	S007°14'00"E	20.00	L168	S007°14'00"E	20.00
L157	S007°14'00"E	20.00	L169	S007°14'00"E	20.00
L158	S007°14'00"E	20.00	L170	S007°14'00"E	20.00
L159	S007°14'00"E	20.00	L171	S007°14'00"E	

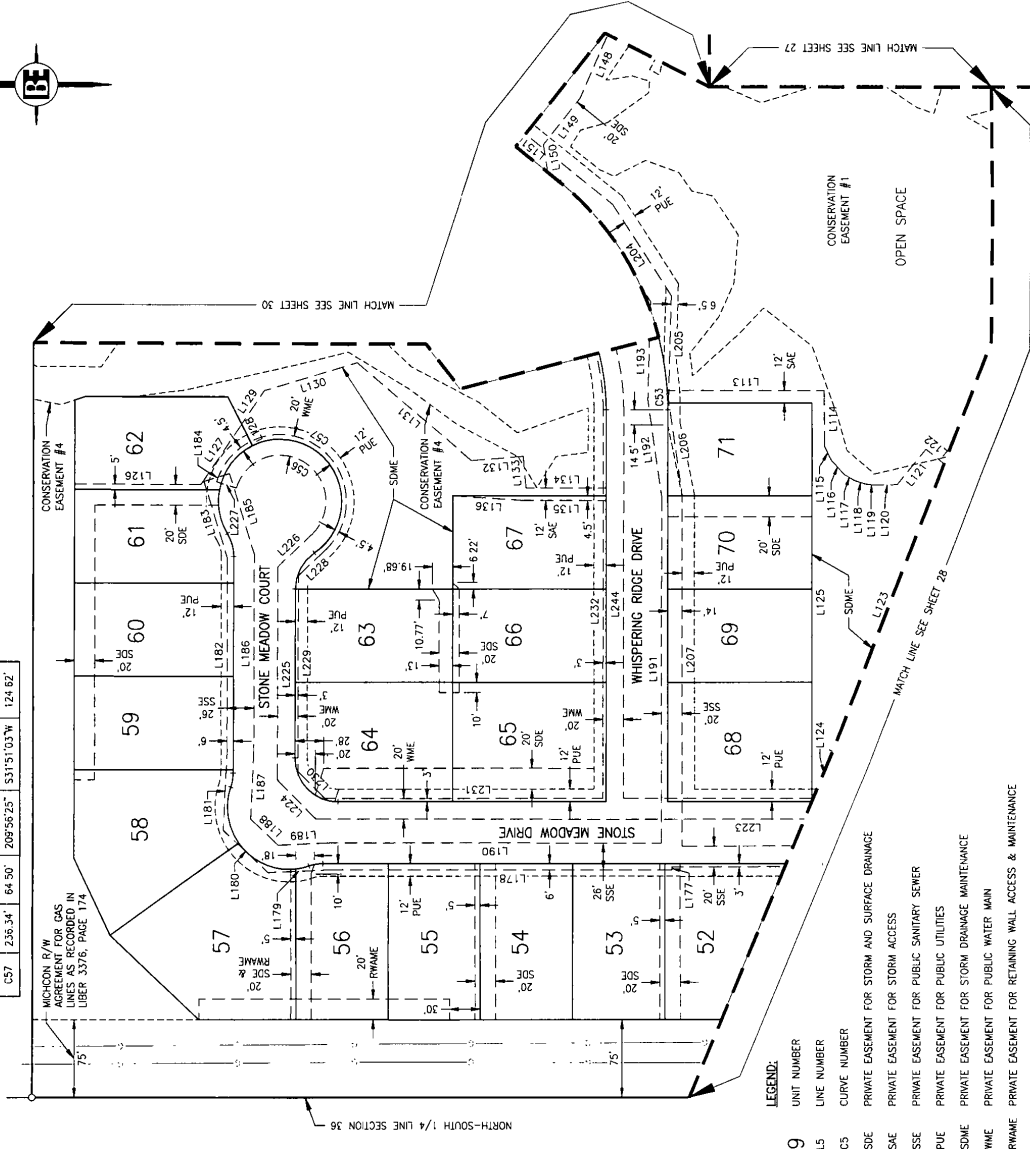
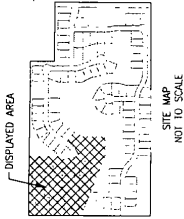
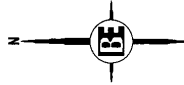
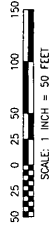


PROPOSED AS OF MAY 25, 2023
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

EASEMENT PLAN

CURVE TABLE			
CURVE	ARC LENGTH	RADIUS	CHORD BEARING
C53	12.01'	280.00'	N87°28'52"E
C56	163.05'	44.50'	N31°15'10"E
C57	236.34'	64.50'	N09°56'25"E

WISCONSIN R/W
AGREEMENT FOR GAS
LINES AS RECORDED IN
LIBER 3376, PAGE 174



- LEGEND:
- 9 UNIT NUMBER
 - L5 LINE NUMBER
 - C5 CURVE NUMBER
 - SDE PRIVATE EASEMENT FOR STORM AND SURFACE DRAINAGE
 - SAE PRIVATE EASEMENT FOR STORM ACCESS
 - SSE PRIVATE EASEMENT FOR PUBLIC SANITARY SEWER
 - PUE PRIVATE EASEMENT FOR PUBLIC UTILITIES
 - SOME PRIVATE EASEMENT FOR STORM DRAINAGE MAINTENANCE
 - WME PRIVATE EASEMENT FOR PUBLIC WATER MAIN
 - RWME PRIVATE EASEMENT FOR RETAINING WALL ACCESS & MAINTENANCE

LINE TABLE		
LINE	BEARING	DISTANCE
L113	S00°02'04"W	152.62'
L114	N89°58'05"W	53.74'
L115	S63°51'57"W	15.12'
L116	S48°07'05"W	18.37'
L117	S30°23'06"W	12.38'
L118	S16°46'05"W	11.86'
L119	S06°03'56"W	10.34'
L120	S01°45'33"E	19.76'
L121	S58°43'31"E	44.15'
L122	S38°36'26"W	22.57'
L123	N68°40'24"W	288.11'
L124	N67°19'17"W	52.32'
L125	S89°57'56"E	385.00'
L126	S00°10'11"W	122.92'
L127	S55°52'11"E	70.50'
L128	S63°16'18"W	23.33'
L129	S55°52'11"E	36.24'
L130	S16°32'59"E	94.81'
L131	S40°21'30"W	146.46'
L132	S04°48'09"E	50.41'
L133	S85°11'51"W	30.67'
L134	S00°02'04"W	78.26'
L135	N00°02'04"E	78.64'
L136	N03°38'34"E	71.50'
L137	N6°05'38"W	79.41'
L138	N51°34'09"W	57.35'
L139	S00°40'00"W	27.20'
L140	N38°29'51"E	40.14'
L141	N89°57'56"W	3.00'
L142	N00°02'04"E	334.24'

LINE TABLE		
LINE	BEARING	DISTANCE
L179	N02°29'47"W	59.33'
L180	N43°03'11"E	59.92'
L181	S87°10'23"E	75.34'
L182	S89°49'49"E	187.01'
L183	N72°50'21"E	77.53'
L184	S17°09'39"E	26.00'
L185	S72°50'21"W	81.49'
L186	N89°49'49"W	191.57'
L187	N87°10'23"W	63.88'
L188	S43°03'11"W	36.94'
L189	S02°29'47"E	48.99'
L190	S00°02'04"W	324.81'
L191	S89°57'56"E	334.22'
L192	N81°48'50"E	94.21'
L193	S89°22'39"E	95.66'
L204	S56°52'13"W	104.25'
L205	N88°22'39"W	100.20'
L206	S81°48'55"W	93.93'
L207	N89°57'56"W	338.66'
L221	N00°02'04"E	841.72'
L224	N45°06'08"E	53.51'
L225	S89°49'49"E	205.66'
L226	S43°10'44"E	44.78'
L227	N16°52'50"E	20.00'
L228	N43°10'44"W	36.13'
L229	N89°49'49"W	188.74'
L230	S45°06'08"W	38.91'
L231	S00°02'04"W	271.62'
L232	S89°57'56"E	375.37'
L244	N89°57'56"W	375.37'

PEBOSS
Engineering
3121 E. GRAND RIVER AVE.
HOWELL, MI 48843
800.246.6735 FAX 517.548.1670

DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
EASEMENT PLAN

CLIENT: PROJECT: TITLE:
DESIGNED BY: DATE: 03-21-2022
CHECKED BY: DATE: 03-21-2022
JOB NO. 14-414
SHEET NO. 29
PROJ. INFORMATION

PROPOSED AS OF MAY 25, 2023
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2023 OCT 12 AM 10:45

112339 Liber 58938 Page 818 UCC #
10/12/2023 1:38:59 PM Receipt #000087241
\$21.00 Misc Recording
\$4.00 Remonumentation
\$5.00 Automation
\$0.0 Transfer Tax
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

**SEVENTH AMENDMENT TO MASTER DEED
OF
WINDRIDGE ESTATES**

DIVERSE REAL ESTATE LLC, a Michigan limited liability company, whose address is 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315, being the Developer of Windridge Estates, a residential condominium project located in the Township of Lyon, County of Oakland, State of Michigan (the "Condominium Project"), established pursuant to the Master Deed thereof recorded in Liber 54718, Page 233, Oakland County Records, as amended by that certain First Amendment to Master Deed recorded in Liber 56947, Page 721, Oakland County Records, and as further amended by that certain Second Amendment to Master Deed recorded in Liber 57229, Page 499, Oakland County Records, as further amended by that certain Third Amendment to Master Deed recorded in Liber 57696, Page 442, Oakland County Records, as further amended by that certain Fourth Amendment to Master Deed recorded in Liber 57750, Page 101, Oakland County Records, as further amended by that certain Fifth Amendment to Master Deed recorded in Liber 58013, Page 890, Oakland County Records, and as further amended by that certain Sixth Amendment to Master Deed recorded in Liber 58654, Page 451, Oakland County Records (collectively, the "Master Deed"), and designated as Oakland County Condominium Subdivision Plan No. 2312, hereby amends the Master Deed for the purposes set forth herein. Upon the recording of this Seventh Amendment to Master Deed in the office of the Oakland County Register of Deeds, the Master Deed, including the Condominium Subdivision Plan attached thereto as Exhibit B and recorded as aforesaid, will be amended as follows:

1. Amended Sheets 1, 28 and 29 of Amendment No. 1 to Replat No. 2 of the Condominium Subdivision Plan of Windridge Estates, as attached hereto, shall replace and supersede Sheets 1, 28 and 29 of the Condominium Subdivision Plan of Windridge Estates as previously recorded, and Sheets 1, 28 and 29 of the Condominium Subdivision Plan of Windridge Estates as previously recorded shall be of no further force or effect.

2. In all other respects, other than as hereinabove indicated, the Master Deed, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B and recorded as aforesaid, is hereby ratified and confirmed.

5P

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

21-36-201-000 Ent

OK LB

OK - MH

Dated this 10TH day of October, 2023.

~~DIVERSE REAL ESTATE LLC~~, a Michigan
limited liability company

By: _____

Name: Anthony Lombardo

Its: Authorized Agent

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 10TH day of October, 2023,
by Anthony Lombardo, the Authorized Agent of Diverse Real Estate LLC, a Michigan limited
liability company, on behalf of the limited liability company.

Mark Paul Roebuck

Mark Paul Roebuck, Notary Public
Oakland County, Michigan
My commission expires: July 8, 2029
Acting in Macomb County, Michigan

 MARK PAUL ROEBUCK
My Commission Expires
July 8, 2029
County of Oakland
Acting in the County of MACOMB

PREPARED BY AND WHEN RECORDED RETURN TO:

Brandon J. Muller
Clark Hill PLC
220 Park Street, Suite 200
Birmingham, Michigan 48009

[Signature Page to Seventh Amendment to Master Deed of Windridge Estates]

AMENDMENT NO. 1 TO REPLAT NO. 2
OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 2312
EXHIBIT B TO THE MASTER DEED OF

WINDRIDGE ESTATES

A SITE CONDOMINIUM IN SECTION 36, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

DEVELOPER:

DIVERSE REAL ESTATE LLC
13001 23 MILE ROAD, SUITE 200
SHELBY TOWNSHIP, MICHIGAN 48315

CONDOMINIUM BOUNDARY

DESCRIPTION OF WINDRIDGE ESTATES

PART OF THE NORTHEAST 1/4 OF SECTION 36, T1N-R7E, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST 1/4 CORNER OF SECTION 36; THENCE ALONG THE EAST-WEST 1/4 LINE OF SECTION 36, N 89°49'33" W, 2631.90 FEET TO THE CENTER OF SECTION 36; THENCE ALONG THE NORTH-SOUTH 1/4 LINE OF SECTION 36, N 00°02'04" E, 1487.10 FEET; THENCE S 89°49'49" E, 1916.23 FEET; THENCE S 00°26'28" W, 299.74 FEET; THENCE S 89°47'49" E, 725.83 FEET TO THE CENTERLINE OF NAPIER RD (60 FOOT WIDE 1/2 WIDTH RIGHT OF WAY); THENCE ALONG THE CENTERLINE OF NAPIER ROAD (60 FOOT WIDE 1/2 WIDTH RIGHT OF WAY) AND THE EAST LINE OF SECTION 36, S 00°25'20" W, 1187.15 FEET TO THE POINT OF BEGINNING, CONTAINING 85.03 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EXISTING NAPIER ROAD, ALSO SUBJECT TO ANY OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

NOTE: THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL, SUCH PROJECT DESIGN PLANS ARE FILED, AS REQUIRED BY THE SUBDIVISION PLANNING ACT, WITH THE ENGINEERING AGENCY FOR THE STATE OF MICHIGAN. THE DESIGN PROFESSIONAL'S SEAL AND SIGNATURE ARE REQUIRED ON THE PLANS. THE LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATION AFFAIRS.

DRAWING INDEX	
SHEET NO.	DESCRIPTION
*1	COVER SHEET
2	SURVEY PLAN
3	COMPOSITE PLAN
4-6	SITE PLAN
7	SITE PLAN
8-10	SITE PLAN
11-13	UTILITY PLAN
14-15	UTILITY PLAN
16-17	UTILITY PLAN
18-20	UNIT AREAS & PERIMETER PLAN
21	UNIT AREAS & PERIMETER PLAN
22-24	UNIT AREAS & PERIMETER PLAN
25-27	EASEMENT PLAN
*28-29	EASEMENT PLAN
30-31	EASEMENT PLAN

THE ASTERISK (*) AS SHOWN IN THE DRAWING INDEX INDICATES AMENDED OR NEW DRAWINGS WHICH ARE REVISIONS TO THOSE DATED MARCH 21, 2022, JULY 25, 2022 AND MAY 25, 2023. THESE DRAWINGS ARE TO REPLACE OR BE SUPPLEMENTAL TO THOSE PREVIOUSLY RECORDED.

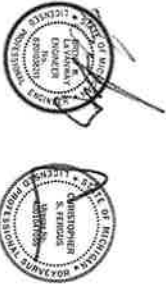
NOTES:

ALL UTILITY STRUCTURES AND IMPROVEMENTS SHOWN EITHER HAVE BEEN CONSTRUCTED OR MUST BE BUILT ON UNITS 1-31 AND NEED NOT BE BUILT ON UNITS 32-102.

PREPARED BY:



Engineers Surveyors Planners Landscape Architects
3121 E. GRAND RIVER AVE.
HOWELL, MI. 48843
800.246.6735 FAX 517.548.1670

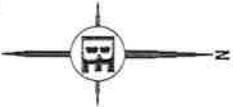


PROPOSED AS OF SEPTEMBER 28, 2023
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

EASEMENT PLAN

LEGEND:

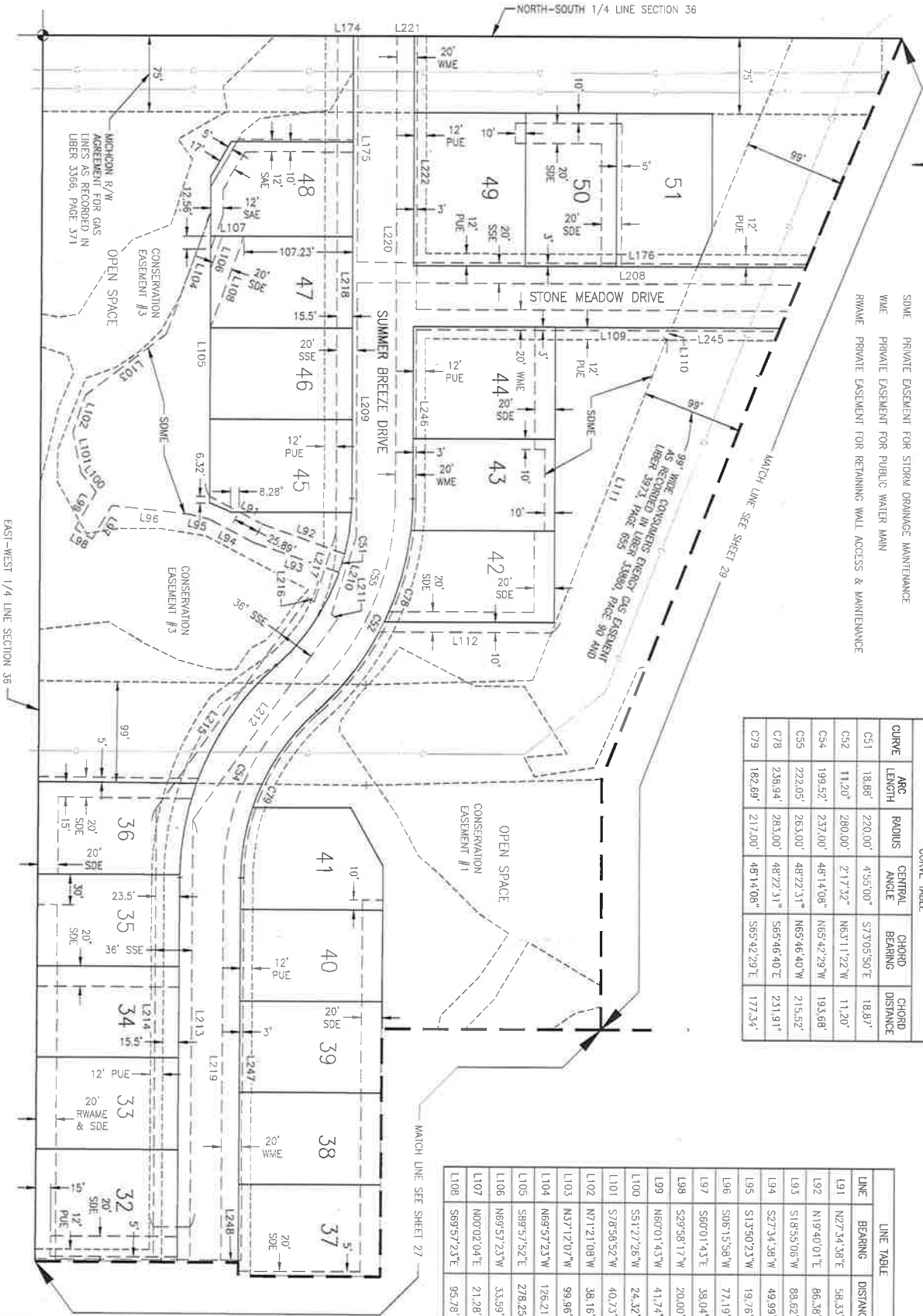
- UNIT NUMBER
- LINE NUMBER
- CURVE NUMBER
- PRIVATE EASEMENT FOR STORM AND SURFACE (CROSS LOT) DRAINAGE
- PRIVATE EASEMENT FOR STORM ACCESS
- PRIVATE EASEMENT FOR PUBLIC SANITARY SEWER
- PRIVATE EASEMENT FOR PUBLIC UTILITIES
- PRIVATE EASEMENT FOR STORM DRAINAGE MAINTENANCE
- PRIVATE EASEMENT FOR PUBLIC WATER MAIN
- PRIVATE EASEMENT FOR RETAINING WALL ACCESS & MAINTENANCE



CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C51	18.68'	220.00'	4°55'00"	S73°05'50"E	18.87'
C52	11.20'	280.00'	2°17'32"	N63°11'22"W	11.20'
C54	199.52'	237.00'	48°14'09"	N65°42'29"W	193.68'
C55	222.05'	263.00'	48°22'31"	N65°46'40"W	215.52'
C78	236.94'	283.00'	48°22'31"	S65°46'40"E	231.91'
C79	162.69'	217.00'	48°14'08"	S65°42'29"E	177.34'

LINE TABLE			
LINE	BEARING	DISTANCE	
L91	N27°34'38"E	58.53'	
L92	N19°40'01"E	86.36'	
L93	S18°55'08"W	89.62'	
L94	S27°34'38"W	49.99'	
L95	S13°50'23"W	19.76'	
L96	S06°15'58"W	77.19'	
L97	S60°01'43"E	38.04'	
L98	S29°58'17"W	20.00'	
L99	N60°01'43"W	41.74'	
L100	S51°27'28"W	24.32'	
L101	S78°56'52"W	40.73'	
L102	N71°21'08"W	38.16'	
L103	N37°12'07"W	99.96'	
L104	N69°57'23"W	126.21'	
L105	S89°57'52"E	278.25'	
L106	N69°57'23"W	33.59'	
L107	N00°02'04"E	21.28'	
L108	S69°57'23"E	95.78'	

LINE TABLE			
LINE	BEARING	DISTANCE	
L109	N00°02'04"E	114.54'	
L110	S67°19'17"E	12.19'	
L111	S68°40'24"E	309.50'	
L112	S00°02'04"W	169.91'	
L174	N00°02'04"E	20.00'	
L175	S89°57'56"E	222.00'	
L176	N00°02'04"E	55.31'	
L208	S00°02'04"W	543.31'	
L209	S89°57'56"E	249.15'	
L210	S77°25'06"E	80.67'	
L211	N35°32'56"E	7.49'	
L212	S5°47'04"E	243.60'	
L213	S89°49'53"E	399.41'	
L214	N89°49'53"W	410.85'	
L215	N64°27'04"W	255.06'	
L216	N35°32'56"E	7.49'	
L217	N72°25'06"W	71.09'	
L218	N89°57'56"W	488.07'	
L219	N89°49'53"W	375.31'	
L220	N89°57'56"W	453.88'	
L221	N00°02'04"E	20.00'	
L222	S89°57'56"E	268.00'	
L245	S00°02'04"W	541.81'	
L246	S89°57'56"E	165.89'	
L247	S89°49'53"E	375.32'	
L248	S00°11'49"W	20.00'	



PROPOSED AS OF SEPTEMBER 28, 2023
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

BEBOSS Engineering
Engineers Surveyors Planners Landscape Architects
3121 E. GRAND RIVER AVE.
HOWELL, MI. 48843
800.246.6735 FAX 517.548.1670

DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
EASEMENT PLAN

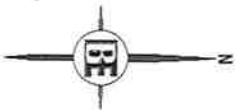
CLIENT
PROJECT
TITLE



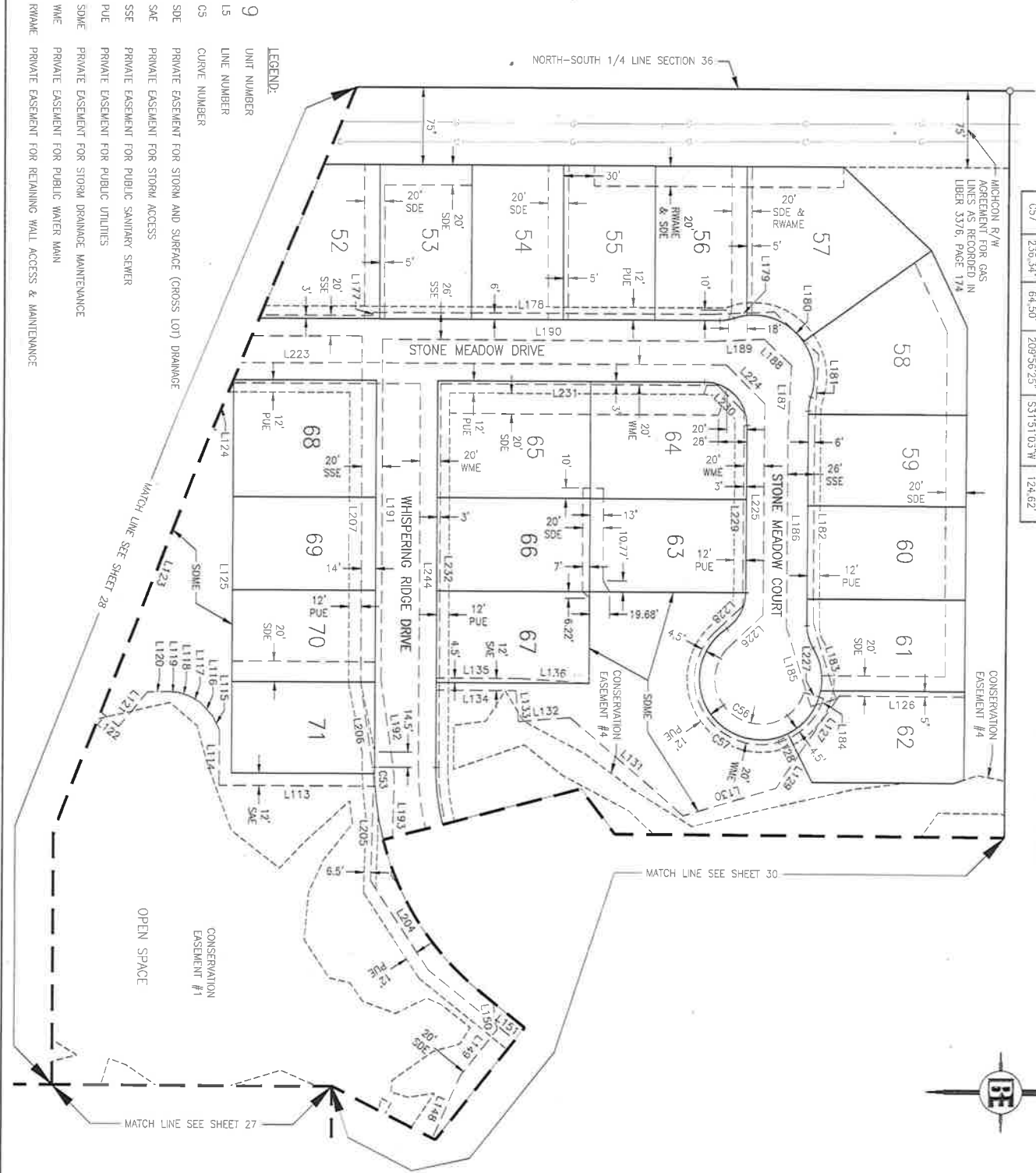
DESIGNED BY: TE
DRAWN BY: LBP/NEW
CHECKED BY: DWB
SCALE: 1" = 50'
JOB NO. 14-414
DATE: 03-21-2022
NOTHING REPRODUCED

CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING
C53	12.01"	280.00'	2°27.30"	N87°26'52"E
C56	163.05'	44.50'	209°56'25"	N31°51'03"E
C57	236.34'	64.50'	209°56'25"	S31°51'03"W

EASEMENT PLAN



LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L113	S00°02'04"W	152.62'	L179	N02°29'47"W	59.33'
L114	N89°58'05"W	53.74'	L180	N43°03'11"E	59.92'
L115	S63°51'57"W	15.12'	L181	S87°10'23"E	75.34'
L116	S48°07'05"W	18.37'	L182	S88°49'49"E	187.01'
L117	S30°25'06"W	12.38'	L183	N7°50'21"E	77.53'
L118	S16°46'05"W	11.66'	L184	S17°08'39"E	26.00'
L119	S06°03'56"W	10.34'	L185	S72°50'21"W	81.49'
L120	S01°45'33"E	19.76'	L186	N89°49'49"W	191.57'
L121	S50°43'31"E	44.15'	L187	N87°10'23"W	63.88'
L122	S38°36'26"W	22.57'	L188	S43°03'11"W	36.94'
L123	N68°40'24"W	298.11'	L189	S02°29'47"E	48.99'
L124	N67°19'17"W	52.32'	L190	S00°02'04"W	324.81'
L125	S89°57'56"E	385.00'	L191	S88°57'56"E	334.22'
L126	S00°10'11"W	122.92'	L192	N81°48'55"E	94.21'
L127	S55°52'11"E	70.50'	L193	S88°22'59"E	95.66'
L128	S63°16'18"W	23.33'	L204	S56°52'13"W	104.25'
L129	S55°52'11"E	39.24'	L205	N88°22'39"W	100.20'
L130	S16°52'59"E	94.81'	L206	S81°48'55"W	93.93'
L131	S40°21'30"W	146.46'	L207	N89°57'56"W	336.65'
L132	S04°48'09"E	50.41'	L223	N00°02'04"E	841.72'
L133	S85°11'51"W	30.67'	L224	N45°06'08"E	53.51'
L134	S00°02'04"W	78.26'	L225	S89°49'49"E	205.66'
L135	N00°02'04"E	78.64'	L226	S43°10'44"E	44.76'
L136	N03°38'34"E	71.50'	L227	N16°52'50"E	20.00'
L148	N66°05'38"W	79.41'	L228	N43°10'44"W	36.13'
L149	N51°34'09"W	57.35'	L229	N89°49'49"W	188.74'
L150	S80°40'00"W	22.20'	L230	S45°06'08"W	36.91'
L151	N38°25'51"E	40.14'	L231	S00°02'04"W	271.62'
L177	N89°57'56"W	3.00'	L232	S89°57'56"E	375.37'
L178	N00°02'04"E	334.24'	L244	N89°57'55"W	375.37'



- LEGEND:
- 9 UNIT NUMBER
 - 15 LINE NUMBER
 - 05 CURVE NUMBER
 - SIDE PRIVATE EASEMENT FOR STORM AND SURFACE (CROSS LOT) DRAINAGE
 - SAE PRIVATE EASEMENT FOR STORM ACCESS
 - SSE PRIVATE EASEMENT FOR PUBLIC SANITARY SEWER
 - PUE PRIVATE EASEMENT FOR PUBLIC UTILITIES
 - SDME PRIVATE EASEMENT FOR STORM DRAINAGE MAINTENANCE
 - WME PRIVATE EASEMENT FOR PUBLIC WATER MAIN
 - RWAME PRIVATE EASEMENT FOR RETAINING WALL ACCESS & MAINTENANCE

PROPOSED AS OF SEPTEMBER 28, 2023
UNITS 31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT



CLIENT	DIVERSE REAL ESTATE LLC
PROJECT	WINDRIDGE ESTATES
TITLE	EASEMENT PLAN

BEBOSS Engineering
Engineers Surveyors Planners Landscape Architects
3121 E. GRAND RIVER AVE.
HOWELL, MI. 48843
800.246.6735 FAX 517.548.1670

EIGHTH AMENDMENT TO MASTER DEED
OF
WINDRIDGE ESTATES

DIVERSE REAL ESTATE LLC, a Michigan limited liability company, whose address is 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315, being the Developer of Windridge Estates, a residential condominium project located in the Township of Lyon, County of Oakland, State of Michigan (the "Condominium Project"), established pursuant to the Master Deed thereof recorded in Liber 54718, Page 233, Oakland County Records, as amended by that certain First Amendment to Master Deed recorded in Liber 56947, Page 721, Oakland County Records, and as further amended by that certain Second Amendment to Master Deed recorded in Liber 57229, Page 499, Oakland County Records, as further amended by that certain Third Amendment to Master Deed recorded in Liber 57696, Page 442, Oakland County Records, as further amended by that certain Fourth Amendment to Master Deed recorded in Liber 57750, Page 101, Oakland County Records, as further amended by that certain Fifth Amendment to Master Deed recorded in Liber 58013, Page 890, Oakland County Records, as further amended by that certain Sixth Amendment to Master Deed recorded in Liber 58654, Page 451, Oakland County Records, and as further amended by that certain Seventh Amendment to Master Deed recorded in Liber 58938, Page 818, Oakland County Records (collectively, the "Master Deed"), and designated as Oakland County Condominium Subdivision Plan No. 2312, hereby amends the Master Deed for the purposes set forth herein. Upon the recording of this Eighth Amendment to Master Deed in the office of the Oakland County Register of Deeds, the Master Deed will be amended as follows:

I. Section (q) of Article VII of the Master Deed is hereby amended and restated in its entirety to read as follows:

(q) One (1) closed oil or gas well is situated within the Condominium Project in the approximate area shown on the Condominium Subdivision Plan (within or in close proximity to Unit 72). Soil containing hazardous substances above residential standards associated with the drilling of the closed well has been removed, and Developer's environmental consultant has indicated that no such hazardous substances remain within the Condominium Project in connection with the closed well. The Condominium Project is not a "facility" under Michigan environmental law, but to mitigate the potential risks in connection with the existence of the closed well, it is recommended that no Structure should be constructed within fifteen (15) feet of the closed well location, and that the Residence within Unit 72 should have a CO/CH4 monitor installed in the basement of such

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS
2024 JUL 24 AM 10:48

21-36-201-000 EN T.

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Return to: Counter Customer

OK - MH
OK CV

Residence. Additionally, a "preferential pathway" has been created above the location of the closed well to vent any potential vapor, and all utility corridors within fifteen (15) feet of the closed well have been constructed in a manner to inhibit subsurface vapor movement.

2. In all other respects, other than as hereinabove indicated, the Master Deed, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B and recorded as aforesaid, is hereby ratified and confirmed.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Dated this 22nd day of JULY, 2024.

DIVERSE REAL ESTATE LLC, a Michigan
limited liability company

By: _____

Name: Anthony Lombardo

Its: Authorized Agent

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 22nd day of JULY, 2024, by Anthony Lombardo, the Authorized Agent of Diverse Real Estate LLC, a Michigan limited liability company, on behalf of the limited liability company.



MARK PAUL ROEBUCK
My Commission Expires
July 8, 2029
County of Oakland
Acting in the County of MACOMB

Mark Paul Roebuck

Mark Paul Roebuck, Notary Public
Oakland County, Michigan
My commission expires: July 8, 2029
Acting in Macomb County, Michigan

PREPARED BY AND WHEN RECORDED RETURN TO:

Brandon J. Muller
Clark Hill PLC
220 Park Street, Suite 200
Birmingham, Michigan 48009

[Signature Page to Eighth Amendment to Master Deed of Windridge Estates]

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2024 NOV 27 AM 11:00

135211 Liber 59836 Page 755 thru 759
11/27/2024 11:09:29 AM Receipt #000406902
\$21.00 Misc Recording
\$4.00 Remonumentation
\$5.00 Automation
\$0.00 Transfer Tax
UCC #
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

**NINTH AMENDMENT TO MASTER DEED
OF
WINDRIDGE ESTATES**

DIVERSE REAL ESTATE LLC, a Michigan limited liability company, whose address is 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315, being the Developer of Windridge Estates, a residential condominium project located in the Township of Lyon, County of Oakland, State of Michigan, established pursuant to the Master Deed thereof recorded in Liber 54718, Page 233, Oakland County Records, as amended by that certain First Amendment to Master Deed recorded in Liber 56947, Page 721, Oakland County Records, and as further amended by that certain Second Amendment to Master Deed recorded in Liber 57229, Page 499, Oakland County Records, as further amended by that certain Third Amendment to Master Deed recorded in Liber 57696, Page 442, Oakland County Records, as further amended by that certain Fourth Amendment to Master Deed recorded in Liber 57750, Page 101, Oakland County Records, as further amended by that certain Fifth Amendment to Master Deed recorded in Liber 58013, Page 890, Oakland County Records, as further amended by that certain Sixth Amendment to Master Deed recorded in Liber 58654, Page 451, Oakland County Records, as further amended by that certain Seventh Amendment to Master Deed recorded in Liber 58938, Page 818, Oakland County Records, and as further amended by that certain Eighth Amendment to Master Deed recorded in Liber 59515, Page 772, Oakland County Records (collectively, the "Master Deed"), and designated as Oakland County Condominium Subdivision Plan No. 2312, with the consent of the owner of Unit 94, hereby amends the Master Deed for the purpose of adding a six (6) foot wide private easement for retaining wall access and maintenance along the east property line of Unit 94. Upon the recording of this Ninth Amendment to Master Deed in the office of the Oakland County Register of Deeds, the Master Deed, including the Condominium Subdivision Plan attached thereto as Exhibit B, will be amended as follows:

5p

1. Amended Sheets 1 and 30 of Amendment No. 3 to the Condominium Subdivision Plan of Windridge Estates, as attached hereto, shall replace and supersede Sheets 1 and 30 of the Condominium Subdivision Plan of Windridge Estates as previously recorded, and Sheets 1 and 30 of the Condominium Subdivision Plan of Windridge Estates as previously recorded shall be of no further force or effect.

2. All retaining wall improvements situated within the six (6) foot wide private easement for retaining wall access and maintenance along the east property line of Unit 94 as shown on Amended Sheets 1 and 30 referenced above and attached hereto shall be maintained by Windridge Condominium Association.

21-36-201-094 Unit 94
21-36-201-000 ent

CLARKHILL\35848\306858\279391143.v2

UN - AB

3. In all other respects, other than as hereinabove indicated, the Master Deed, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B and recorded as aforesaid, is hereby ratified and confirmed.

Dated this 7TH day of NOVEMBER, 2024.

DIVERSE REAL ESTATE LLC, a Michigan
limited liability company

By: _____

Name: Anthony Lombardo

Its: Authorized Agent

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 7TH day of NOVEMBER, 2024, by Anthony Lombardo, the Authorized Agent of Diverse Real Estate LLC, a Michigan limited liability company, on behalf of the limited liability company.



MARK PAUL ROEBUCK
My Commission Expires
July 8, 2029
County of Oakland
Acting in the County of MACOMB

Mark Paul Roebuck
Mark Paul Roebuck, Notary Public
Oakland County, Michigan
My commission expires: July 8, 2029
Acting in Macomb County, Michigan

PREPARED BY AND WHEN RECORDED RETURN TO:

Brandon J. Muller
Clark Hill PLC
220 Park Street, Suite 200
Birmingham, Michigan 48009

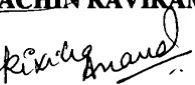
[Signature Page to Ninth Amendment to Master Deed of Windridge Estates]

CONSENT

The undersigned, being the owners of Unit 94, hereby consent to (a) the establishment of a six (6) foot wide private easement for retaining wall access and maintenance along the east property line of Unit 94, and (b) the recordation of this Ninth Amendment to Master Deed in the office of the Oakland County Register of Deeds.



SACHIN RAVIRAM



RITIKA ANAND

STATE OF MICHIGAN)
) ss.
 COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 26TH day of NOVEMBER, 2024, by Sachin Raviram and Ritika Anand.



MARK PAUL ROEBUCK
 My Commission Expires
 July 8, 2029
 County of Oakland
 Acting in the County of OAKLAND


 _____, Notary Public
OAKLAND County, Michigan
 My commission expires: 7/8/2029
 Acting in OAKLAND County, Michigan

A SITE CONDOMINIUM IN SECTION 36, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

DIVERSE REAL ESTATE LLC
13001 23 MILE ROAD, SUITE 200
SHELBY TOWNSHIP, MICHIGAN 48315

DESCRIPTION OF WINDRIDGE ESTATES

[illegible]

NOTE: THIS CONJUNCTION SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

BE
BOSS
Engineering

3121 E. GRAND RIVER AVE.
HOWELL, MI. 48843
800.246.6735 FAX 517.548.1670

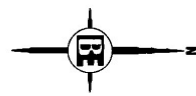
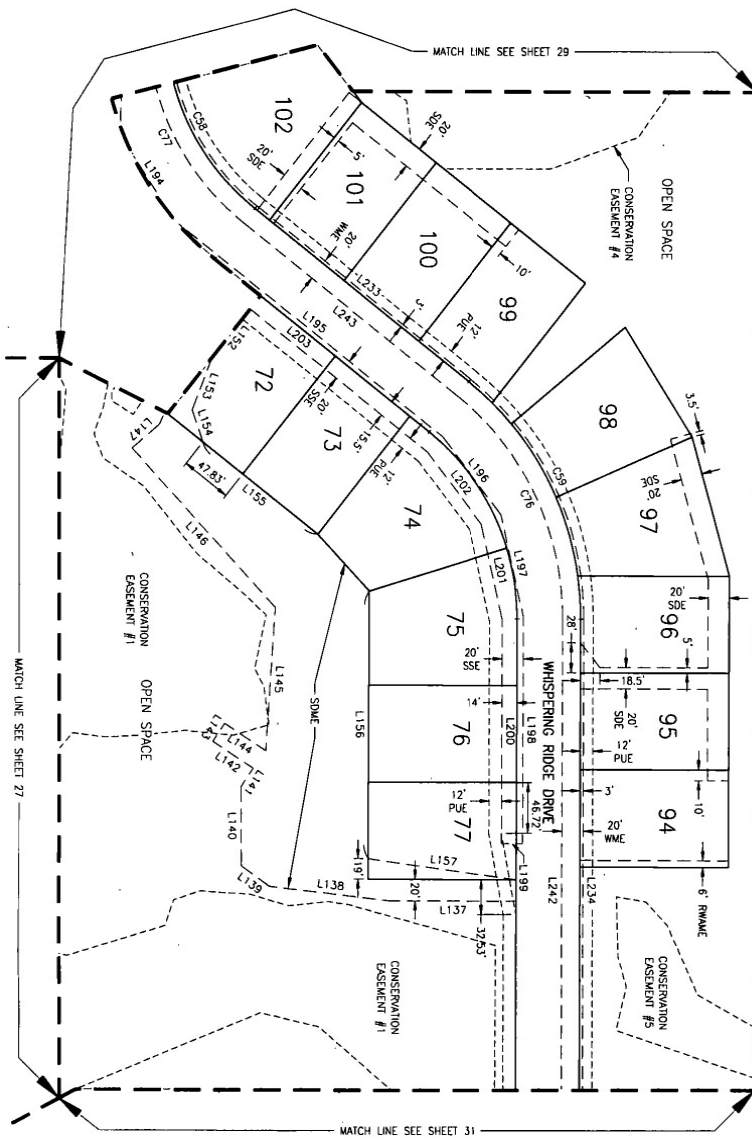
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31	EASEMENT PLAN

THE ASTERISK (*) AS SHOWN IN THE DRAWING INDEX INDICATES AMENDED OR NEW DRAWINGS WHICH ARE REVISIONS TO THOSE DATED MARCH 21, 2022, JULY 25 2022 AND MAY 25, 2023. THESE DRAWINGS ARE TO REPLACE OR BE SUPPLEMENTAL TO THOSE PREVIOUSLY RECORDED.

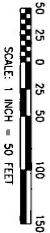
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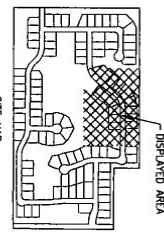
PROPOSED AS OF OCTOBER 25, 2024
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT



EASEMENT PLAN



- LEGEND:**
- 9 UNIT NUMBER
 - L5 LINE NUMBER
 - C3 CURVE NUMBER
 - SOE PRIVATE EASEMENT FOR STORM AND SURFACE DRAINAGE
 - SAC PRIVATE EASEMENT FOR STORM ACCESS
 - SSE PRIVATE EASEMENT FOR PUBLIC SANITARY SEWER
 - PUE PRIVATE EASEMENT FOR PUBLIC UTILITIES
 - SOME PRIVATE EASEMENT FOR STORM DRAINAGE MAINTENANCE
 - WME PRIVATE EASEMENT FOR PUBLIC WATER MAIN
 - PMW PRIVATE EASEMENT FOR RETAINING WALL ACCESS & MAINTENANCE



CURVE TABLE				
CURVE	ARC	RADIUS	CENTRAL ANGLE	CHORD
LENGTH				DISTANCE
C38	195.44'	217.00'	51.26.13"	188.90'
C39	255.86'	283.00'	51.48.02"	247.23'
C76	237.78'	263.00'	51.48.02"	229.76'
C77	213.45'	237.00'	51.38.13"	206.31'

LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L137	S00°10'11"W	119.18'	L157	N07°53'55"E	141.28'
L138	S06°36'24"W	114.90'	L194	N56°52'13"E	94.75'
L139	S36°18'03"W	32.82'	L195	N38°25'17"E	322.06'
L140	N50°00'00"W	73.13'	L196	N52°34'41"E	91.07'
L141	N56°29'42"W	20.21'	L197	N77°28'04"E	97.06'
L142	S33°30'18"W	45.23'	L198	S89°49'49"E	210.45'
L143	N56°28'46"W	20.00'	L199	S00°10'11"W	20.00'
L144	N33°30'18"E	46.38'	L200	N89°49'49"W	208.23'
L145	N86°11'17"W	133.70'	L201	S77°28'04"W	90.42'
L146	S47°40'16"W	199.94'	L202	S52°34'41"W	84.18'
L147	N40°46'24"W	33.85'	L203	S38°25'17"W	322.82'
L152	S51°34'09"E	72.55'	L204	N38°25'17"E	227.68'
L153	S69°05'18"E	52.86'	L234	S89°49'49"E	504.40'
L154	N71°24'38"E	31.31'	L242	N89°49'49"W	504.42'
L155	N38°25'17"E	137.63'	L243	S38°25'17"W	257.68'
L156	S89°49'49"E	248.25'			

PROPOSED AS OF OCTOBER 25, 2024
UNITS 1-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT



CLIENT: DIVERSE REAL ESTATE LLC
PROJECT: WINDRIDGE ESTATES
TITLE: EASEMENT PLAN

BEBOSS Engineering
Engineers Surveyors Planners Landscape Architects
3121 E. GRAND RIVER AVE.
HOWELL, MI 48843
800.246.6735 FAX 517.548.1670

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2025 FEB 10 AM 9:04

014994 Liber 59983 Page 594 thru 597
2/10/2025 9:15:49 AM Receipt #000427961
\$21.00 Misc Recording
\$4.00 Remonumentation
\$5.00 Automation
\$0.00 Transfer Tax
UCC #
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

**TENTH AMENDMENT TO MASTER DEED
OF
WINDRIDGE ESTATES**

DIVERSE REAL ESTATE LLC, a Michigan limited liability company, whose address is 13001 23 Mile Road, Suite 200, Shelby Township, Michigan 48315, being the Developer of Windridge Estates, a residential condominium project located in the Charter Township of Lyon, County of Oakland, State of Michigan, established pursuant to the Master Deed thereof recorded in Liber 54718, Page 233, Oakland County Records, as amended by that certain First Amendment to Master Deed recorded in Liber 56947, Page 721, Oakland County Records, and as further amended by that certain Second Amendment to Master Deed recorded in Liber 57229, Page 499, Oakland County Records, as further amended by that certain Third Amendment to Master Deed recorded in Liber 57696, Page 442, Oakland County Records, as further amended by that certain Fourth Amendment to Master Deed recorded in Liber 57750, Page 101, Oakland County Records, as further amended by that certain Fifth Amendment to Master Deed recorded in Liber 58013, Page 890, Oakland County Records, as further amended by that certain Sixth Amendment to Master Deed recorded in Liber 58654, Page 451, Oakland County Records, as further amended by that certain Seventh Amendment to Master Deed recorded in Liber 58938, Page 818, Oakland County Records, as further amended by that certain Eighth Amendment to Master Deed recorded in Liber 59515, Page 772, Oakland County Records, and as further amended by that certain Ninth Amendment to Master Deed recorded in Liber 59836, Page 755, Oakland County Records (collectively, the "Master Deed"), and designated as Oakland County Condominium Subdivision Plan No. 2312, hereby amends the Master Deed for the purpose of adding a private easement for storm drainage maintenance along the easterly property line of Unit 85. Upon the recording of this Tenth Amendment to Master Deed in the office of the Oakland County Register of Deeds, the Master Deed, including the Condominium Subdivision Plan attached thereto as Exhibit B, will be amended as follows:

1. Amended Sheets 1 and 31 of Amendment No. 4 to the Condominium Subdivision Plan of Windridge Estates, as attached hereto, shall replace and supersede Sheets 1 and 31 of the Condominium Subdivision Plan of Windridge Estates as previously recorded, and Sheets 1 and 31 of the Condominium Subdivision Plan of Windridge Estates as previously recorded shall be of no further force or effect.

2. All improvements within the private easement for storm drainage maintenance as shown on Amended Sheets 1 and 31 as referenced above and attached hereto shall be maintained by Windridge Estates Condominium Association.

CLARKHILL\35848\306858\280573553.v2

21-36-201-085
-000 LIA

OK CV

OK - MH

3. In all other respects, other than as hereinabove indicated, the Master Deed, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B and recorded as aforesaid, is hereby ratified and confirmed.

Dated this 3RD day of FEBRUARY, 2025.

DIVERSE REAL ESTATE LLC, a Michigan limited liability company

By: _____

Name: Anthony Lombardo

Its: Authorized Agent

STATE OF MICHIGAN)
) ss.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 3RD day of FEBRUARY, 2025, by Anthony Lombardo, the Authorized Agent of Diverse Real Estate LLC, a Michigan limited liability company, on behalf of the limited liability company.



MARK PAUL ROEBUCK
My Commission Expires
July 8, 2029
County of Oakland
Acting in the County of MACOMB

Mark Paul Roebuck

Mark Paul Roebuck, Notary Public
Oakland County, Michigan
My commission expires: July 8, 2029
Acting in Macomb County, Michigan

PREPARED BY AND WHEN RECORDED RETURN TO:

Brandon J. Muller
Clark Hill PLC
220 Park Street, Suite 200
Birmingham, Michigan 48009

[Signature Page to Tenth Amendment to Master Deed of Windridge Estates]

AMENDMENT NO. 4 TO
OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 2312
EXHIBIT B TO THE MASTER DEED OF

WINDRIDGE ESTATES

A SITE CONDOMINIUM IN SECTION 36, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

DEVELOPER:

DIVERSE REAL ESTATE LLC
13001 23 MILE ROAD, SUITE 200
SHELBY TOWNSHIP, MICHIGAN 48315

CONDOMINIUM BOUNDARY

DESCRIPTION OF WINDRIDGE ESTATES

PART OF THE NORTHEAST 1/4 OF SECTION 36, T1N-R7E, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST 1/4 CORNER OF SECTION 36; THENCE ALONG THE EAST-WEST 1/4 LINE OF SECTION 36, N 89°49'33" W, 2631.90 FEET TO THE CENTER OF SECTION 36; THENCE ALONG THE NORTH-SOUTH 1/4 LINE OF SECTION 36, N 00°02'04" E, 1487.10 FEET; THENCE S 89°49'49" E, 1916.23 FEET; THENCE S 00°26'28" W, 299.74 FEET; THENCE S 89°47'49" E, 725.83 FEET TO THE CENTERLINE OF NAPER RD (60 FOOT WIDE 1/2 WIDTH RIGHT OF WAY); THENCE ALONG THE CENTERLINE OF NAPER ROAD (60 FOOT WIDE 1/2 WIDTH RIGHT OF WAY) AND THE EAST LINE OF SECTION 36, S 00°25'20" W, 1187.15 FEET TO THE POINT OF BEGINNING, CONTAINING 85.03 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE EXISTING NAPER ROAD, ALSO SUBJECT TO ANY OTHER EASEMENTS AND RESTRICTIONS OF RECORD.

NOTE: THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENVELOPING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT JURISDICTIONAL SUBDIVISION. THE ENVELOPING AGENCY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATOR AFFAIRS.

PREPARED BY:



Engineers Surveyors Planners Landscape Architects

3121 E. GRAND RIVER AVE.

HOWELL, MI, 48843

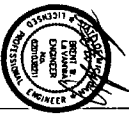
800.246.6735 FAX 517.548.1670

DRAWING INDEX	
SHEET NO.	DESCRIPTION
*1	COVER SHEET
2	SURVEY PLAN
3	COMPOSITE PLAN
4-6	SITE PLAN
7	SITE PLAN
8-10	SITE PLAN
11-13	UTILITY PLAN
14-15	UTILITY PLAN
16-17	UTILITY PLAN
18-20	UNIT AREAS & PERIMETER PLAN
21	UNIT AREAS & PERIMETER PLAN
22-24	UNIT AREAS & PERIMETER PLAN
25-27	EASEMENT PLAN
28-29	EASEMENT PLAN
30	EASEMENT PLAN
*31	EASEMENT PLAN

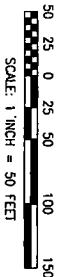
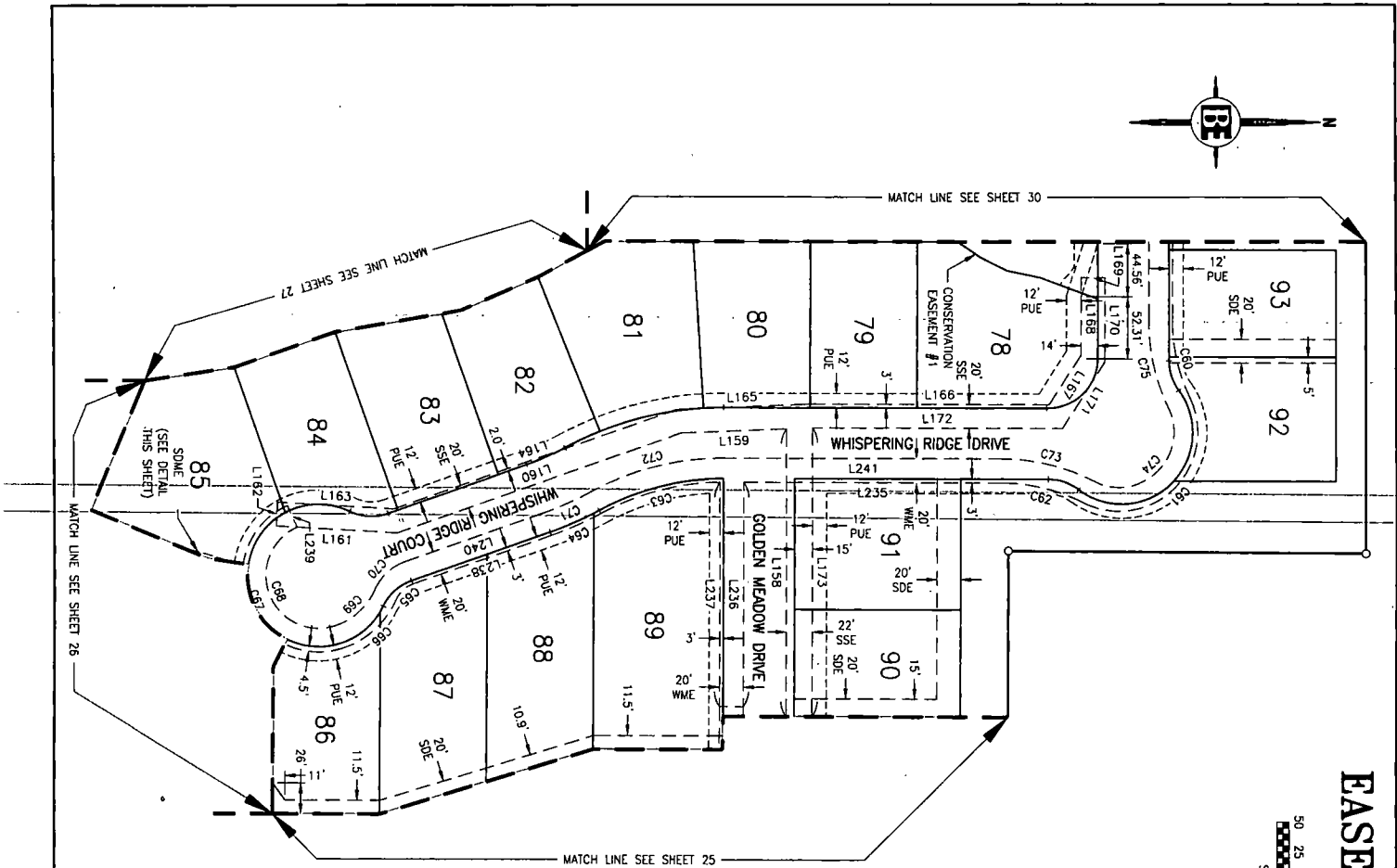
THE ASTERISK (*) AS SHOWN IN THE DRAWING INDEX INDICATES AMENDED OR NEW DRAWINGS WHICH ARE REVISIONS TO THOSE DATED JANUARY 25, 2022. THESE DRAWINGS ARE TO REPLACE OR BE SUPPLEMENTAL TO THOSE PREVIOUSLY RECORDED.

NOTES:

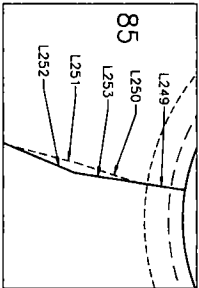
ALL UTILITY STRUCTURES AND IMPROVEMENTS SHOWN EITHER HAVE BEEN CONSTRUCTED OR MUST BE BUILT ON UNITS 1-31 AND NEED NOT BE BUILT ON UNITS 32-102.



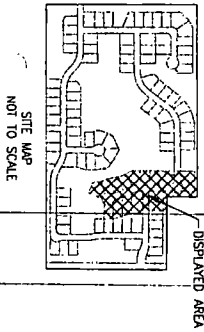
PROPOSED AS OF JANUARY 24, 2025
UNITS 3-31 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT



EASEMENT PLAN



- LEGEND:**
- 9 UNIT NUMBER
 - L5 LINE NUMBER
 - C5 CURVE NUMBER
 - SDE PRIVATE EASEMENT FOR STORM AND SURFACE DRAINAGE
 - SAE PRIVATE EASEMENT FOR STORM ACCESS
 - SSE PRIVATE EASEMENT FOR PUBLIC SANITARY SEWER
 - PUE PRIVATE EASEMENT FOR PUBLIC UTILITIES
 - SDME PRIVATE EASEMENT FOR STORM DRAINAGE MAINTENANCE
 - WME PRIVATE EASEMENT FOR PUBLIC WATER MAIN



LINE TABLE				LINE TABLE			
LINE	BEARING	DISTANCE		LINE	BEARING	DISTANCE	
L158	N89°47'49"W	242.16'		L172	S00°12'11"W	210.44'	
L159	S02°16'40"E	88.88'		L173	S89°47'49"E	243.00'	
L160	S19°13'49"E	234.70'		L235	S00°12'11"W	217.62'	
L161	S03°24'09"W	101.79'		L236	S89°47'49"E	188.80'	
L162	N86°35'51"W	20.00'		L237	N89°47'49"W	188.78'	
L163	N03°24'09"E	97.79'		L238	S19°13'49"E	123.66'	
L164	N19°13'49"W	233.67'		L239	N86°04'33"E	20.00'	
L165	N02°16'40"W	111.62'		L240	N19°13'49"W	123.66'	
L166	S00°12'11"W	202.50'		L241	N00°12'11"E	234.56'	
L167	N57°42'23"W	49.43'		L249	S08°52'00"W	14.86'	
L168	N89°49'49"W	65.40'		L250	N17°53'00"E	19.88'	
L169	N00°10'11"E	20.00'		L251	N14°41'09"E	22.33'	
L170	S89°49'49"E	71.16'		L252	S22°42'58"W	22.56'	
L171	S57°42'23"E	66.26'		L253	S08°52'00"W	20.14'	

CURVE TABLE				CURVE TABLE			
CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE		
C60	67.09'	150.00'	25°37'42"	N77°21'21"E	66.34'		
C61	165.43'	66.50'	142°31'55"	S44°11'33"E	125.95'		
C62	70.35'	150.00'	26°52'14"	S13°38'18"W	69.70'		
C63	105.48'	217.00'	27°51'06"	S14°31'54"E	104.45'		
C64	45.58'	283.00'	9°13'38"	S23°50'38"E	45.53'		
C65	20.40'	25.00'	46°45'52"	S42°36'45"E	19.84'		
C66	61.21'	75.00'	46°45'52"	S42°36'45"E	59.53'		
C67	197.35'	64.50'	175°18'22"	S68°25'22"W	128.89'		
C68	136.16'	44.50'	175°18'22"	N68°25'22"E	88.93'		
C69	44.89'	55.00'	46°45'52"	N42°36'45"W	43.65'		
C70	36.73'	45.00'	46°45'52"	N42°36'45"W	35.72'		
C71	42.35'	263.00'	9°13'38"	N23°50'38"W	42.31'		
C72	116.55'	237.00'	26°52'14"	N14°07'38"W	117.32'		
C73	79.73'	170.00'	26°52'14"	N14°07'38"W	79.00'		
C74	115.68'	46.50'	142°31'55"	N44°11'33"W	88.07'		
C75	76.04'	170.00'	25°37'42"	S77°21'21"W	75.41'		

PROPOSED AS OF JANUARY 24, 2025
UNITS 32-102 MUST BE BUILT
UNITS 32-102 NEED NOT BE BUILT

31

DESIGNED BY: JL
CHECKED BY: JDB
DATE: 03-21-2022
SCALE: 1" = 50'
JOB NO. 14-414
PLUTING INFORMATION

CLIENT
PROJECT
TITLE

DIVERSE REAL ESTATE LLC
WINDRIDGE ESTATES
EASEMENT PLAN

BEBOSS
Engineering
Engineers Surveyors Planners Landscape Architects
3121 E. GRAND RIVER AVE.
HOWELL, MI. 48843
800.246.6735 FAX 517.548.1670