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EXHIBIT A
CONDOMINIUM BYLAWS
SADDLE RIDGE

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EXHIBIT A

CONDOMINIUM BYLAWS

Article 1. ASSOCIATION OF CO-OWNERS

1.1 Organization. Saddle Ridge is a residential site condominium project located in Algoma Township, Kent County, Michigan being developed in successive phases so as to comprise a maximum of 300 building sites. Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in an Association of Co-owners organized as a non-profit corporation under the laws of the State of Michigan. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Co-owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Project.

1.2 Compliance. All present and future Co-owners mortgagees, lessees or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of the Act, the Master Deed and any amendments, the Condominium Bylaws, and the Articles of Incorporation, Association Bylaws, and other Condominium Documents which pertain to the use and operation of the Project. The acceptance of a deed of conveyance, the entering into of a lease or the act of occupying a Condominium Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

Article 2. MEMBERSHIP AND VOTING

2.1 Membership. Each Co-owner of a Unit in the Project, during the period of ownership, shall be a member of the Association and no other person or entity will be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged or transferred only as an appurtenance to a Unit.

2.2 Voting Rights. Each Co-owner will be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned when voting by value. Voting shall be by number, except in those instances where voting is specifically required in the Master Deed or Bylaws to be by number and value, and no cumulation of votes shall be permitted.

2.3 Eligibility to Vote. No Co-owner, other than the Developer, will be entitled to vote at any meeting of the Association until the Co-owner has presented written evidence of ownership of a Unit in the Project, nor shall the Co-owner be entitled to vote (except for elections pursuant to Section 3.4) prior to the Initial Meeting of Members. A Co-owner shall be permitted to vote only if the Co-owner is not in default in payment of assessments levied against the Co-owner's unit. The Developer shall be permitted to vote each Unit owned by the Developer, irrespective of whether the Developer has made any payments relating to the expenses of administration of the Project.

2.4 Designation of Voting Representative. The person entitled to cast the vote for each Unit and to receive all notices and other communications from the Association shall be designated by a certificate signed by all the record owners of a Unit and filed with the Secretary of the Association. The certificate shall state the name and address of the individual representative designated, the number of the Unit owned, and the name and address of the person or persons, firm, corporation, partnership, association, trust or other legal entity who is the Unit owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate or until a change has occurred in the ownership of the Unit.

2.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting designated and any adjournment, and must be filed with the Association before the appointed time of the meeting.

2.6 Majority. At any meeting of members at which a quorum is present, 51% of the Co-owners entitled to vote and present in person or by proxy (or written vote, if applicable), shall constitute a majority for the approval of the matters presented to the meeting, except in those instances in which a majority exceeding a simple majority is required by these Bylaws, the Master Deed or by law.

Article 3. MEETINGS AND QUORUM

3.1 Initial Meeting of Members. The initial meeting of the members of the Association may be convened only by the Developer, and may be called at any time after two or more of the Units in Phase I of the Project have been sold and the purchasers qualified as members of the Association. In no event, however, shall the initial meeting be called later than: (i) 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% of the total number of Units that may be created; or (ii) 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit, whichever first occurs, at which meeting the eligible Co-owners may vote for the election of directors of the Association. The maximum number of Units that may be added to the Project under Article 6 of the Master Deed shall be included in the calculation of the number of Units that may be created. The Developer may call meetings of members of the Association for informational or other appropriate purposes prior to the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

3.2 Annual Meeting of Members. After the initial meeting has occurred, annual meetings of the members shall be held in each year on a date and at a time and place selected by the Board of Directors. At least 20 days prior to the date of an annual meeting, written notice of the date, time, place and purpose of such meeting shall be mailed or delivered to each member entitled to vote at the meeting; provided, that not less than 30 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

3.3 Advisory Committee. Within one year after the initial conveyance by the Developer of legal or equitable title to a Co-owner of a Unit in the Project, or within 120 days after conveyance of one-third of the total number of Units that may be created, whichever first occurs, two or more persons shall be selected by the Developer from among the non-developer Co-owners to serve as an Advisory Committee to the Board of Directors. The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board of Directors and the non-developer Co-owners and to aid in the ultimate transition of control to the Owners. The members of the Advisory Committee shall serve for one year or until their successors are selected, and the Committee shall automatically cease to exist at the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other upon the request of the Advisory Committee; provided, however, that there shall be not more than two such meetings each year unless both parties agree.

3.4 Board Composition. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units that may be created, at least 1 director and not less than one-fourth of the Board of Directors of the Association shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the Units that may be created, not less than one-third of the Board of Directors shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created, and before conveyance of 90% of such Units, the non-developer Co-owners shall elect all directors on the Board except that the Developer shall have the right to designate at least one director as long as the Developer owns and offers for sale at least 10% of the Units in the Project or as long as 10% of the Units remain that may be created.

3.5 Owner Control. If 75% of the Units which may be created have not been conveyed within 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner, the non-developer Co-owners shall have the right to elect the percentage of members of the Board of Directors of the Association equal to the percentage of Units they hold, and the Developer will have the right to elect the percentage of members of the Board equal to the percentage of Units which are owned by the Developer and for which assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights of Directors otherwise established in Section 3.4. Application of this provision does not require a change in the size of the Board as designated in the Association bylaws.

3.6 Mathematical Calculations. If the calculation of the percentage of members of the Board that the non-developer Co-owners have a right to elect, or the product of the number of members of the Board multiplied by the percentage of Units held by the non-developer Co-owners results in a right of non-developer Co-owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, the Developer shall have the right to elect the remaining members of the Board. Application of this provision shall not eliminate the right of the Developer to designate at least one member as provided in Section 3.4.

3.7 Quorum of Members. The presence in person or by proxy of twenty percent (20%) of the Co-owners entitled to vote shall constitute a quorum of members. The written vote of any Co-owner furnished at or prior to a meeting, at which meeting such owner 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.

Article 4. ADMINISTRATION

4.1 Board of Directors. The business, property and affairs of the Association shall be managed by a board of directors (the "Board of Directors") to be elected in the manner described in these Bylaws; provided, that the directors designated in the Articles of Incorporation shall serve until such time as their successors have been duly elected and qualified at the initial meeting of members. All actions of the first Board of Directors designated in the Articles of Incorporation or any successors to such directors selected by the Developer before the initial meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors elected by the members of the Association, so long as such actions are within the scope of the powers and duties which may be exercised by a Board of Directors as provided in the Condominium Documents. A service contract or management agreement entered into between the Association and the Developer or affiliates of the Developer shall be voidable without cause by the Board of Directors on the Transitional Control Date or within 90 days after the initial meeting has been held, and on 30 days notice at any time for cause.

4.2 Powers and Duties. The Board shall have all powers and duties necessary for the administration of the affairs of the Association, and may take all actions in support of the administration as are not prohibited by the Condominium Documents or specifically reserved to the members, including the following:

- (a) Care, upkeep and maintenance of the Common Elements, including by way of example, the community sanitary sewer system and the community water system;
- (b) Development of an annual budget, and the determination, levy and collection of assessments required for the operation and affairs of the Condominium;
- (c) Employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Condominium Property;
- (d) Adoption and amendment of rules and regulations, not inconsistent with these Bylaws, governing the use of the Condominium Property;
- (e) Opening bank accounts, borrowing money and issuing evidences of indebtedness in furtherance of the purposes of the Association, and designating signatories required for such purpose;
- (f) Obtaining insurance for the Common Elements, the premiums of which shall be an expense of administration;

(g) Granting licenses for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents;

(h) Authorizing the execution of contracts, deeds of conveyance, easements and rights-of-way affecting any real or personal property of the Condominium on behalf of tile Co-owners,

(i) Making repairs, additions and improvements to, or alterations of, the Common Elements, and repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

G) Asserting, defending or settling claims on behalf of all Co-owners in connection with the Common Elements of the Project and, upon written notice to all Co-owners, instituting actions on behalf of and against the Co-owners in the name of the Association;

(k) Fostering a sense of community among residents within the Project in any ways the Board deems appropriate, including the organizing and financing of social events; and

(l) Such further duties as may be imposed by resolution of the members of the Association or which may be required by the Condominium Documents or the Act.

The Board has complete discretion to select the vendors, contractors, and other service personnel to operate and manage the Condominium Property. No Co-owner shall have the right to challenge or otherwise dispute any decisions of the Board, whose decisions shall be binding on all Co-owners.

4.3 Books of Account. The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. Such accounts shall be open for inspection by the Co-owners and their mortgagees during reasonable hours. The Association shall also prepare and distribute a financial statement to each Co-owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at such times as required by the Board of Directors by qualified independent accountants (who need not be certified public accountants), and the cost of such review or audit shall be an expense of administration.

4.4 Maintenance, Repair and Replacement. The responsibility for maintenance, repair and replacement of Units and Common Elements (other than following casualty damage, which is described in Section 6.3 of the Bylaws) is as follows:

(a) All maintenance, repair and replacement of the structures and other improvements located within a Unit, or Limited Common Elements which are the

responsibility of the Co-owner of a Unit as set forth in the Master Deed, shall be made by the Co-owner of the Unit. To the extent a Co-owner defaults in the Co-owner's responsibilities under this Section, the Association may undertake responsibilities on behalf of the Co-owner, in accordance with the provisions of Section 4.3(d) of the Master Deed. Any Co-owner who desires to make repairs to a Limited Common Element or structural modifications to the front elevation of the residence on the Co-owner's Unit must first obtain the written consent of the Association, and the Co-owner shall be responsible for all damages to the Common Elements resulting from such repairs or from any failure of the Co-owner to perform maintenance and repairs to a Unit.

(b) All maintenance, repair and replacement of the General Common Elements, whether located inside or outside the Units, and to Limited Common Elements to the extent required by the Master Deed, shall be made by the Association and shall be charged to all the Co-owners as a common expense unless necessitated by the negligence, misuse or neglect of a particular Co-owner, in which case the expense shall be charged to the responsible Co-owner. The Association or its agent shall have access to each Unit (but not to the interior of any residence or garage within a Unit) from time to time during reasonable hours, upon notice to the occupant, for the purpose of maintenance, repair or replacement of any of the Common Elements which are the responsibility of the Association located within or accessible only from a Unit. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units and/or to the Common Elements.

4.5 Reserve Fund. The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by Section 105 of the Act. The fund shall be established in the minimum amount required on or before the Transitional Control Date, and shall, to the extent possible, be maintained at a level which is equal to or greater than 10% of the then current annual budget of the Association on a noncumulative basis. The minimum reserve standard required by this Section may prove to be inadequate, and the Board should carefully analyze the Project from time to time in order to determine if a greater amount should be set aside or if additional reserve funds shall be established for other purposes.

4.6 Community Sanitary Sewer System Reserve Fund. The MDEQ has required the establishment of a separate reserve fund (the "Sewer Fund") for the community sanitary sewer system (the "Sewer System"), as described in Section 4.3(c) of the Master Deed. The Sewer Fund is in addition to the reserve fund described in Section 4.5 of the Condominium Bylaws. The Sewer Fund shall be used solely for the costs of operating, maintaining, repairing and replacing the General Common Element portions of the Sewer System. Upon commencement of operations of the Sewer System, the Sewer Fund shall be established in an amount equal to two (2) years of the estimated cost of operating, maintaining, repairing and replacing the Sewer System (or such lesser amount as the MDEQ may agree to), as certified by a Michigan licensed engineer and reviewed by the MDEQ for administrative completeness in the permit application process for the sanitary sewer system construction permit under the authority of Part 41 of the Natural Resources and Environmental Protection Act (Public Act 451 of 1994), as amended.



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Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these Bylaws. Officers may be compensated, but only upon the affirmative vote of sixty percent (60%) or more of all Co-owners.

4.11 Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association upon 10 days notice to all Co-owners, in the manner and to the extent provided by the Association Bylaws. In the event that no judicial determination as to indemnification has been made, an opinion of independent counsel as to the propriety of indemnification shall be obtained if a majority of Co-owners vote to procure such an opinion.

In addition, to the extent that the Developer is made a party to any litigation or other proceeding brought by or against the Association, the Association shall indemnify the Developer and hold the Developer harmless against all loss, costs, claims, and damages arising out of that proceeding; however, the foregoing indemnification of the Developer shall not apply in the event that a court of competent jurisdiction determines that the Developer had committed willful or wanton misconduct or gross negligence in connection with the matter for which indemnification is sought. The Association's defense of the Developer shall occur using legal counsel selected by the Developer, at the sole cost and expense of the Association. Notwithstanding anything in Section 13.4 of these Bylaws or in Article 9 of the Master Deed to the contrary, the provisions of this Section shall not be amended without the prior written consent of the Developer.

Article 5. ASSESSMENTS

5.1 Administrative Expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. 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 Project shall be expenses of administration, and all sums received as proceeds of; or pursuant to any policy of insurance covering the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of such Common Elements shall be receipts of administration.

5.2 Determination of Assessments. Assessments will be determined in accordance with the following provisions:

(a) Initial Budget. The Board of Directors of the Association shall establish an initial budget in advance for each fiscal year, which budget will project all expenses for the coming year that may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each Unit in the Project shall then be determined on the basis of the budget. Copies of the budget will be delivered to each Owner, although the failure to deliver such a copy to each Owner will not affect or in any way diminish the liability of a Co-owner for any existing or future

assessment. By way of example and not limitation, the Board of Directors shall establish budgets for the operation of the community sanitary sewer system and the community water system. The budgets for the community sanitary sewer system and the community water system shall be sufficient to maintain all operational aspects of those systems, including potential upgrades, repairs, and general maintenance consistent with the systems' design and all applicable laws, regulations and permits. These amounts may be increased periodically as necessary to cover increases in the foregoing expenses, as described more fully in Section 5.2(b).

(b) Budget Adjustments. Should the Board of Directors determine at any time, in its sole discretion, that the initial assessments levied are insufficient: (1) to pay the costs of operation and maintenance of the Common Elements (including, by way of example and not limitation, the community water system, the community sanitary sewer system and the Sewer Fund described in Section 4.6 of the Bylaws); (2) to provide for the replacement of existing Common Elements; (3) to provide for additions to the Common Elements not exceeding the lesser of Twenty Thousand Dollars (\$20,000.00) or One Hundred Dollars (\$100.00) per Unit annually; or (4) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy such additional assessments as it deems to be necessary for such purpose(s). The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members, and may not be attached by or subject to specific performance by any creditors of the Association.

(c) Special Assessments. Special assessments, in excess of those permitted by subsections (a) and (b), may be made by the Board of Directors from time to time with the approval of the Co-owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to: (1) assessments for additions to the Common Elements costing more than the lesser of Twenty Thousand Dollars (\$20,000.00) or One Hundred Dollars (\$100.00) per Unit in any year; (2) assessments to purchase a Unit upon foreclosure of the lien described in Section 5.5; or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not including those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of sixty percent (60%) or more of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be attached by or subject to specific performance by ally creditors of the Association.

5.3 Apportionment of Assessments. All assessments levied against the Unit 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 the Master Deed and any other assessment provisions in the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board shall elect some other periodic payment schedule, annual assessments will be payable by Co-owners in a single annual installment as of January 1, commencing with the acceptance of

a deed to, or a land contract vendee's interest in a Unit, or with the acquisition of title to a Unit by any other means. Assessments relating to the community sanitary sewer system and the community water system shall be payable on a quarterly basis. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for such payment established by rule or regulation of the Association. Provided, however, that the Board of Directors, including the first Board of Directors appointed by the Developer, may relieve a Unit Owner who has not constructed a residence within a Unit from payment, for a limited period of time, of all or some portion of the assessment for the Unit's respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for non-resident owners until such Co-owners begin to use the Common Elements on a regular basis.

5.4 Expenses of Administration. The expenses of administration shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the Condominium property under the powers and duties delegated to it and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement and for meeting any deficit in the common expense for any prior year; provided, that any reserves established by the Board prior to the initial meeting of members shall be subject to approval by such members at the initial meeting. The Board shall advise each Co-owner in writing of the amount of common charges payable by the Co-owner and shall furnish copies of each budget containing common charges to all Co-owners.

5.5 Collection of Assessments. Each Co-owner shall be obligated for the payment of all assessments levied upon the Co-owner's Unit during the time that person is the Co-owner of the Unit, and no Co-owner may become exempt from liability for the Co-owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of a Unit.

(a) Legal Remedies. In the event of default by any Co-owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines or charge interest at the legal rate on such assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, 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 shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid upon a mortgage of record recorded prior to the recording of any notice of lien by the Association, and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment in the manner provided by Section 108 of the Act. In a foreclosure proceeding, whether by advertisement or by judicial action, the Co-owner or anyone claiming under the Co-owner shall be liable for assessments charged against the Unit that become due before the redemption period expires, together with interest, advances made by the Association for taxes or other liens to protect its lien, costs and reasonable attorney fees incurred in their collection.

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(b) **Sale of Unit.** Upon the sale or conveyance of a Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the purchaser in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A purchaser or grantee may request a written statement from the Association as to the amount of unpaid assessments levied against the Unit being sold or conveyed and such purchaser or grantee shall not be liable for, nor shall the Unit sold or conveyed be subject to a lien for any unpaid assessments in excess of the amount stated in a written response from the Association. Unless the purchaser or grantee requests a written statement from the Association at least 5 days before sale as provided in the Act, however, the purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs and attorney fees.

(c) **Self-Help.** The Association may enter upon the Common Elements, Limited or General, to remove and abate any condition constituting a violation, or may discontinue the furnishing of services to a Co-owner in default under any of the provisions of the Condominium Documents (except that the Association may not discontinue the furnishing of waste water treatment services to a Co-owner) upon 7 days written notice to such Co-owner of the Association's intent 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 the default continues; provided, that this provision shall not operate to deprive any Co-owner of ingress and egress to and from the Co-owner's Unit.

(d) **Application of Payments.** Money received by the Association in payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such assessments; and third, to installments of assessments in default in order of their due dates.

5.6 **Financial Responsibility of the Developer.** The Developer shall not be responsible for payment of either general or special assessments levied by the Association at any time, except that the Developer shall be responsible for general assessments with regard to any Unit on which the Developer has completed construction of a model home used for sales purposes during the Development and Sales Period.

(a) **Pre-Turnover Expenses.** Prior to the Transitional Control Date, it will be the Developer's responsibility to keep the books balanced. Developer may, at its option, fund any deficit in operating expenses prior to the Transitional Control Date by lending all or a portion of the deficit to the Association, with the Association being responsible for repaying the loan plus interest, to the extent of available funds, prior to the Transitional Control Date. At the time of the Transitional Control Date, the Developer will be liable for the funding of any deficit of the Association which was in existence as of the Transitional Control Date.

(b) **Post-Turnover Expenses.** After the Transitional Control Date has occurred, the Developer shall have no responsibility for any general or special



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assessments, except with regard to any Units owned by the Developer on which model homes are constructed, as noted in the introductory sentence of this Section 5.6.

(c) Exemption from Certain Expenses. Under no circumstances shall the Developer be responsible for any portion of any general or special assessments levied for deferred maintenance, for reserves, for capital improvements or additions, or for financing litigation or potential litigation or other claims against the Developer.

Article 6. TAXES, INSURANCE AND REPAIR

6.1 Real Property Taxes. Real property taxes and assessments shall be levied against the individual Units and not against the Property of the Project or any phase of the Project, except for the calendar year in which the Project or phase was established. Taxes and assessments which become a lien against the Property in the year in which the Project was established shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which the Property existed as an established Project on the tax day, shall be assessed against the individual Units only, even if a subsequent vacation of the Project has occurred. For tax and special assessment purposes no Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other whole or partial Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made, whether the Unit is owned by an individual or multiple Co-owners. Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments.

6.2 Insurance Coverage. The Association shall be appointed as Attorney-in-Fact for each Co-owner to act on insurance matters and shall be required to obtain and maintain, to the extent applicable: casualty insurance with extended coverage, vandalism and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance pertinent to the ownership, use and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Co-owners, the mortgagees and the Developer, as their interests may appear. Such insurance, other than title insurance, shall be carried and administered according to the following provisions:

(a) Co-owner Responsibilities. Each Co-owner will be responsible for obtaining casualty insurance coverage at the Co-owner's expense with respect to the residence and all other improvements constructed or located within the perimeters of the Co-owner's Unit, and for the Limited Common Elements appurtenant to the Co-owner's Unit. It shall also be each Co-owner's responsibility to obtain insurance coverage for the Co-owner's personal property located within the Co-owner's Unit or elsewhere on the Condominium, for personal liability for occurrences within the Co-owner's Unit or on the Limited Common Elements appurtenant to the Co-owner's Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Co-owner's

residence. The Association and all Co-owners shall use reasonable efforts to see that all insurance carried by the Association or any Co-owner contains provisions permitting the waiver of the right of subrogation as to any claims against any Co-owner or the Association.

(b) Common Element Insurance. The General Common Elements of the Project shall be insured by the Association against casualties covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board of Directors. The Association shall not be responsible in any way for maintaining insurance with respect to the Limited Common Elements, the Units themselves or any improvements located within the Units.

(c) Fidelity Insurance. The Association may obtain, if desired, fidelity coverage to protect against dishonest acts by its officers, directors, employees and all others who are responsible for handling funds of the Association.

(d) Power of Attorney. The Board of Directors is irrevocably appointed as the agent for each Co-owner, each mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium or the Property, to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon the payment of claims.

(e) Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages, costs and judgments, including actual attorneys' fees, which any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual Co-owner's Unit or appurtenant Limited Common Elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Co-owner, the Developer or the Association.

(f) Premium Expenses. Except as otherwise provided, all premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

6.3 Reconstruction and Repair. If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision as to whether or not it will be reconstructed or repaired will be made in the following manner:

(a) General Common Elements. If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt unless 80% or more of the Co-owners and the institutional holders of mortgages on any Unit in the Project agree to the contrary. If the damaged General Common Element is a roadway or other infrastructure improvement, the Association shall restore the damage, irrespective of the desires of the Co-owners, unless Algoma Township approves the decision not to undertake the repair. Provided, that if the damaged property is common roadway and is the sole means of ingress and egress to one or more Units in the project, it will be

repaired or rebuilt unless the 80% or more of the Co-owners agreeing not to repair or rebuild includes the Co-owners of all such Units.

(b) Limited Common Elements and Improvements. If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, 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 having an interest in the property, and the Co-owner shall be responsible for the cost of any reconstruction or repair that the Co-owner elects to make. The Co-owner shall in any event remove all debris and restore the Unit and its improvements to a clean and sightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

(c) Reconstruction Standards. Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for the improvements located within the Unit, unless prior written approval for changes is obtained from the Architectural Control Committee.

(d) Procedure and Timing. Immediately after the occurrence of a casualty causing damage which is to be reconstructed or repaired by the Association (including, by way of example and not limitation, any damage to the community sanitary sewer system or to the community water system), 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 cover the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair the funds for the payment of such costs by the Association are insufficient, assessment shall be levied against all Co-owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require the replacement of mature trees and vegetation with equivalent trees or vegetation.

6.4 Eminent Domain. The following provisions will control upon any taking by eminent domain:

(a) Condominium Units. In the event of the taking of all or any portion of a Condominium Unit or any improvements located within the perimeters of a Unit, the award for such taking shall be paid to the Co-owner of the Unit and any mortgagee, as their interests may appear. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and any mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Project.

(b) Common Elements. In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use and/or distribution to its members. The affirmative vote of sixty seven percent (67%) or more of the Co-owners in number and in value shall



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modifications meet the criteria established in the design standards. The design standards for the Project are intended to provide a compatible neighborhood image.

7.4 Architectural Review. Following completion of the house, no buildings, fences, walls, driveways, walkways, dog runs, pools, play structures, basketball or other sports court, or other improvements shall be constructed within any Unit or elsewhere on the Property; and no exterior modification shall be made to any existing residence, structure, or other improvement, unless in each case plans and specifications containing such detail as the Architectural Control Committee may reasonably require have first been approved in writing by the Architectural Control Committee. The Architectural Control Committee may establish guidelines detailing the approved materials and colors and detailing the application and approval process. In passing on such plans and specifications the Architectural Control Committee shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site on which it is proposed to be constructed, the proposed location of any improvement within the Unit, the location of structures within adjoining Units and the degree of harmony with the Condominium as a whole. In addition, to the extent that any proposed landscaping, hedges, trees, or other planting are not customary or typical of similar landscaping within the Project, then that landscaping shall not be undertaken until the landscaping plan has been submitted to and approved by the Architectural Control Committee.

7.5 Approval of Contractor. All residences and other structures shall be constructed only by residential home builders licensed by the State of Michigan and approved in writing by the Developer, or following the Development and Sales Period, by the Architectural Control Committee. Eastbrook Homes, Inc. and Michael McGraw Homes are residential home builders deemed approved by the Developer and by the Architectural Control Committee. If building construction is intended to commence within two (2) months after the date of plan approval, the name of the proposed residential builder must be submitted at the time the plans and specifications are submitted. If construction is to be delayed beyond two (2) months, the name of the proposed residential builder must be submitted for approval at least 60 days prior to the commencement of construction. In its approval process, the Developer or Architectural Control Committee may take into consideration the qualifications of the proposed builder along with its reputation in the community before deciding whether or not that builder will be approved for participation in the Project. Construction of all other improvements, including swimming pools, must also be done by contractors approved in writing by the Architectural Control Committee.

7.6 Specific Requirements. All approvals required by this Article shall comply with the following requirements:

(a) Size and Space Requirements. No residence shall be constructed on any Unit with less than the following sizes of finished living areas (as calculated on exterior dimensions), exclusive of decks, porches, patios, garages and basements (whether full basements, daylight basements or walkout basements):

- One-story residence - 1,350 sq. ft.
- Split-level residence - 1,250 sq. ft. on main level and upper levels
- Two-story residence - 1,400 sq. ft., with not less than 740 sq. ft. on first floor

(b) **Improvements and Outbuildings.** Each residence must be equipped with an attached garage of not less than two stalls and not more than three stalls. Plans for a residence with a garage of more than three stalls shall be subject to the prior written approval of the Developer during the Development and Sales Period and the Architectural Control Committee following the Development and Sales Period. One additional detached structure of a size as determined by the Architectural Control Committee will be permitted for storage or accessory garage space. Any shed or other detached structure shall be built with materials and colors similar to the house.

(c) **Decks.** Notwithstanding anything to the contrary in Article 7, a deck may be constructed without the approval of the Developer or the Architectural Control Committee, so long as the deck is not larger than 500 square feet in area and is located fully behind the residence constructed on a Unit.

(d) **Letter and Delivery Boxes.** The original mailboxes and posts for the Units shall be provided by the Developer. Wherever possible, one post with two mailboxes will be used for adjoining property owners. Maintenance and replacement of the mailboxes, if needed, will be the responsibility of the Co-owner. If a mailbox or post needs to be replaced, the new mailbox or post shall be of the same style, color and quality as the original mailbox.

(e) **Fences.** Fencing will not be permitted without the prior written approval of the Architectural Control Committee.

(t) **Landscaping and Trees.** Landscaping within a Unit shall be completed by the Co-owner within nine (9) months after the completion of construction of the residence on a Unit, to the extent it does not have natural cover within woods or has not been designated as a Conservation Area on the Subdivision Plan. All trees which are planted within the boundaries of a Unit by the Developer or its successors and assigns shall be maintained by the Co-owner of the Unit on which the tree(s) is planted. Such trees shall not be removed unless the tree is diseased or endangers life or property.

(g) **Cul-de-sac Irrigation.** Irrigation for the landscaping on the island cul-de-sacs or other common landscape areas may, at the discretion of the Developer and/or the Association, be connected to the underground irrigation system of a Unit located near to the landscaped area. It will be the responsibility of the adjoining Unit Co-owner to irrigate the landscaping which is connected to the underground system, which must be done on a regular basis to provide for green grass and healthy growth of vegetation. The Co-owner is obligated to water the vegetation during the months of May through September, and will be responsible to have the irrigation system properly drained when the weather requires it.

The Association will be responsible for the repair and maintenance of the irrigation lines and sprinkler heads located on the island or landscaped area. The Association is also responsible to the adjoining Co-owner for the repair of any damage to the Co-owner's yard area due to the repair and maintenance of the irrigation system under the street, and will credit or pay the Co-owner Fifty Dollars (\$50.00) at the end of each year to cover the cost of the water and draining of the irrigation lines for the island or landscaped area. This payment will be reviewed annually to insure that a fair and equitable payment is made to cover the cost to the Co-owner.

(h) Satellite Dishes. A Co-owner may install a satellite dish on the Co-owner's Unit, subject to reasonable prior approval by the Architectural Control Committee and the following:

(i) All satellite dishes, whether permanent or temporary, shall be placed adjacent to, or be attached to the outdoor side wall of a house or garage.

(ii) All satellite dishes shall be placed in either the side yard (i.e., between the building and the side Unit line) or the rear yard (i.e., between the building and the rear lot line). The placement shall not exceed an envelope area of four (4) feet horizontally from the side of the house or garage and four (4) feet vertically from grade level.

(iii) The size of the satellite dish shall not exceed a diameter of thirty-six (36) inches.

(iv) There shall be no placement of any satellite dish in the front yard (i.e., between the street and the residence) unless the criteria stated herein cannot be met due to the required line-of-sight with the satellite.

(v) Satellite dishes may be located outside the criteria set forth above if the Co-owner can show that such placement would not permit a satellite dish to receive signals from the satellite due to obstruction or sight line interference. The exact location and height of the satellite dish rests within the discretion of the Architectural Control Committee and/or the Board of Directors.

(vi) The Architectural Control Committee and/or the Board of Directors may require landscaping or other conditions in addition to the stated criteria so as to hide or blend the satellite dish with the surrounding topography, landscape or other structures.

(i) Sidewalks. Each Unit Co-owner shall construct, at the Co-owner's expense, a sidewalk on the Co-owner's Unit at the location shown on the Plan described in the Consent Judgment. The Co-owner shall construct the sidewalk prior to the

Township's issuance of a certificate of occupancy for the residence constructed on the Unit; provided, however, that if, because of inclement weather, the sidewalk cannot be constructed at the time the residence is ready for a certificate of occupancy to be issued, then the certificate may nevertheless be issued, but the sidewalk shall be installed by the Co-owner and completed as soon as weather permits and in any event, not later than six (6) months after issuance of the certificate of occupancy.

G) Well Prohibition. No Co-owner may install or permit others to install any well for any purpose within the Co-owner's Unit or in any other location within the Project, except that wells for irrigation of lawns may be permitted with the approval of the Developer during the Development and Sales Period or the Architectural Control Committee following the Development and Sales Period. In addition, the Developer may permit the use of temporary wells under such circumstances as Developer may approve.

(k) Automatic Sprinklers. No automatic sprinkler may be operated on any Unit between the hours of 5:00a.m. and 9:00p.m. without the prior written permission from the Developer (or from the Association, following the Development and Sales Period). All automatic sprinklers shall be adjusted so that sprinkling occurs between the hours of 9:00p.m. and 5:00a.m.

7.7 Codes and Ordinances. In addition to the construction requirements contained in this Article, all buildings and other structures *must* comply with applicable building, mechanical, electrical and plumbing codes of the applicable jurisdictions in effect at the time the building or structure is erected.

7.8 Reserved Developer Rights. The purpose of Article 7 is to assure the continued maintenance of the Condominium as an attractive and harmonious residential development, and its provisions shall be binding upon both the Association and upon all Co-owners in the Project. The Developer (or any residential builder to whom the Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising display signs, storage areas and reasonable parking incident to its sales efforts and such access to, from and over the Property as may be reasonable to enable development and sale of the entire Project. The architectural review requirements shall not apply to the Developer during the Development and Sales Period, and the Architectural Control Committee shall have no control over the activities of the Developer during the Development and Sales Period.

7.9 Architectural Control Committee Appointment. Following the Development and Sales Periods, if rights of appointment have not previously been assigned to the Association, the Developer representatives shall resign from the Committee and the Board of Directors of the Association shall appoint 3 new members to the Architectural Control Committee. In each succeeding year, or at such other intervals as the Board of Directors may decide, the Board of Directors shall appoint or re-appoint the 3 members to serve on the Architectural Control Committee.

7.10 Permitted Variance. The Developer or the Architectural Control Committee may, upon a showing of practical difficulty or other good cause, grant variances from the requirements of this Article, but only to the extent and in such a manner as do not violate the spirit and intent of the requirements; however, the Developer or the Architectural Control Committee may not grant variances as to the requirements of this Article that are mandated by the terms of the Consent Judgment without first obtaining the written consent of the Township. The portions of these Bylaws affected by the Consent Judgment are described in Section 13.4 of these Bylaws.

7.11 Setback Lines. No building shall be erected on any Unit within the setback areas described as follows:

- Front yard - 30 feet
- Side yard (not along street right-of-way) - 10 feet
- Side yard (along street right-of-way) - 25 feet
- Rear yard - 30 feet.

All setbacks shall be measured from the edge of the street right-of-way. Lots fronting on cul-de-sacs shall have a front yard setback of 30 feet from the street right-of-way and shall have a width of not less than 80 feet, as measured at the 30-foot front yard setback line. Side yards shall be measured from the exterior surface of the concrete wall that supports the main structure of the residence. A minor encroachment on a set back line due to erroneous measurements by the builder shall not be deemed a violation of this Section.

Where one and one-half, two or more Units are acquired as a single building site, the side Unit boundaries will refer only to the Unit boundary lines bordering the property of adjoining owners.

Article 8. USE AND OCCUPANCY RESTRICTIONS

8.1 Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single family residence and purposes incidental to residential use, home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, which do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood, are permitted as incidental to primary residential use. The foregoing restrictions as to use shall not, however, be construed in such manner as to prohibit a Co-owner from: (a) maintaining the Co-owner's personal or professional library; (b) keeping the Co-owner's personal business or professional records and accounts; or (c) handling the Co-owner's personal or business telephone calls and correspondence.

8.2 Common Areas. The Common Elements shall be used only by the Co-owners of Units in the Condominium and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, that any parking areas or other Common Elements designed for a

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specific purpose shall be used only for those purposes or other uses approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Co-owner, and shall be subject to any lease or easement presently in existence or entered into by the Developer or the Board at some future date which affects all or any part of the Common Elements.

8.3 Use and Occupancy Restrictions. In addition to the general requirements of Sections 8.1 and 8.2, the use of the Project and its Common Elements by any Co-owner shall be subject to the following specific restrictions:

(a) Exterior Changes. No Co-owner shall make any additions, alterations, or modifications to any of the Common Elements, nor make any changes to the exterior appearance of the building or other improvements located within the perimeters of the Co-owner's Unit without prior approval of the Developer or the Architectural Control Committee. A change in the color of a residence or a significant landscaping change are included within the meaning of a change in exterior appearance.

(b) Unit Rental. No portion of a Unit may be rented and no transient tenants may be accommodated in any building; provided, that this restriction shall not prevent the rental or Sublease of an entire Unit together with its appurtenant Limited Common Elements for residential purposes in the manner permitted by these Bylaws.

(c) Nuisances. No nuisances shall be permitted on the Property nor shall any use or practice be permitted which is a source or annoyance to, or which unreasonably interferes with the peaceful possession or proper use of the Project by its residents. No Unit shall be used in whole or in part for the storage of rubbish or trash, nor for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors, or that will cause excessive noise which will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Units.

(d) Prohibited Uses. No immoral, improper, offensive or unlawful use shall be conducted on the Property, and nothing shall be done or kept in any Unit or on the Common Elements which will increase the rate of insurance for the Project without the prior written consent of the Association. No Co-owner shall permit anything to be done or kept in the Co-owner's Unit or elsewhere on the Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements, or which will be in violation of any law.

(e) Signs. No signs or other advertising devices (other than one professionally made unlit sign, or a sign of substantially the same quality and appearance, advertising a unit for sale, which is not larger than 4 square feet in size), shall be displayed from any residence or on any Unit or Common Element which are visible from the exterior of the Unit or from the Common Elements without written permission from the Association or its managing agent.

(f) Personal Property. No Co-owner shall display, hang or store any clothing, sheets, blankets, laundry or other articles of personal property outside a residence or ancillary building. This restriction shall not be construed to prohibit a Co-owner from placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on a patio, deck or balcony of a Unit; provided, that no such furniture or other personal property shall be stored on any open patio, deck or balcony which is visible from another Unit or from the Common Elements of the Project.

(g) Firearms and Weapons. No Co-owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of the Co-owner's family of any firearms or other dangerous weapons, projectiles or devices anywhere on or about the Property, consistent with applicable Township ordinances and State law.

(h) Pets and Animals. No more than three (3) common household pets may be maintained on any Unit without the prior written consent of the Association, which consent, if given, may be revoked at any time by the Association. No exotic, savage or dangerous animal shall be kept on the Property and no animal may be kept or bred for commercial purposes. Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time, and must at all times be kept under care and restraint so as not to be obnoxious on account of noise, odor or unsanitary conditions. No animal shall be permitted to run loose upon the Common Elements, nor upon any Unit except the Unit owned by the owner of such animal, and the owner of each pet shall be responsible for cleaning up after it.

Any person who causes or permits any animal to be brought onto or kept on the Condominium Property shall indemnify and hold the Association harmless from any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium Property.

Each pet owner is responsible for complying with applicable municipal ordinances and state laws regulating pets, including so-called "leash laws." Any Co-owner who believes a pet owner is violating applicable ordinances or laws may contact the appropriate governmental authority to seek enforcement measures.

(i) Recreational Vehicles. Except for a tent, camper trailer, mobile home or boat erected or parked for less than 72 hours, no recreational vehicles, boats or trailers shall be parked or stored in any garage if such storage would prevent full closure of the garage door, or elsewhere on the Property without the written approval of the Association. No snowmobile, all-terrain vehicle or other motorized recreational vehicle shall be operated on the Property. No maintenance or repair shall be performed on any boat or recreational vehicle except within a garage or residence where totally isolated from public view.

(j) Automobiles. No more than two automobiles or other vehicles customarily used for transportation purposes shall be parked outside an enclosed garage on a daily basis, except with the prior written approval of the Association. No automobiles or other vehicles that are not in operating condition may be kept outside a closed garage at any time. No commercial vehicles or trucks larger than a traditional passenger style van of 20 feet in length shall be parked or stored on or about any Unit, except for trucks or vehicles making deliveries in the normal course of business.

(k) Lawn Care and Landscaping. Each Co-owner shall mow grass within the Unit at least two (2) times each month during the growing season; however, when appropriate to the Project, a Co-owner may leave portions of the Unit intended to remain in a natural state in that natural state.

(l) Trash Containers and Pick Up. All trash shall be placed in containers approved by the Architectural Control Committee and kept inside the garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection. The Developer or the Association may, from time to time, designate one waste hauler to provide trash removal services to all Units. The waste hauler may separately invoice each Co-owner for that service. The Developer or the Association may enter into agreements with the waste hauler under which the waste hauler provides rebates, from fees received, directly to the Developer or the Association to offset the cost of managing the Association or funding Common Element maintenance or improvements.

(m) Exterior Lighting. No vapor lights, dusk-to-dawn lights or other lights which are regularly left on during the night may be installed or maintained on any Unit without the prior consent of the Architectural Control Committee and shall meet Algoma Township's outdoor lighting ordinance.

(n) Pools and Accessories. Above-ground pools are prohibited. In-ground pools shall meet the requirements of Algoma Township. Fencing around pools is permitted to meet Township requirements, but all pool and fencing plans must be submitted to and approved by the Architectural Control Committee before work commences.

(o) Water Softeners. Water softener backwash may not discharge into the sanitary or storm sewer systems. Water softener backwash may only be discharged into a special discharge pipe and leach basin provided by the home builder.

(p) Use of Common Elements. The General Common Elements shall not be used for the storage of supplies or personal property (except for such short periods of time as may be reasonably necessary to permit the placement of trash for collection the next day). No vehicles shall be parked on or along the roadway(s) (except in the event of approved parties or receptions generating a need for off-site parking), and Co-owners shall not personally use or obstruct any guest parking areas which may be located on the Common Elements of the Project without the prior consent of the Association. No

Co-owner shall in any way restrict access to any utility line or other area that must be accessible to service the Common Elements or which affects an Association responsibility in any way. In general, no activity shall be carried on nor condition maintained by any Co-owner either in the Co-owner's Unit or upon the Common Elements which despoils the appearance of the Condominium .

(q) Application of Restrictions. Unless arbitration is elected pursuant to these Bylaws, a dispute or question as to whether a violation of any specific regulation or restriction contained in this Article has occurred shall be submitted to the Board of Directors of the Association which shall conduct a hearing and render a decision in writing, which decision shall be binding upon all owners and other parties having an interest in the Project.

8.4 Zoning Compliance. In addition to the restrictions contained in Article 8, the use of any Unit or structure located on the Property must satisfy the requirements of the zoning ordinances of the municipality in which the Project is located in effect at the time of the contemplated use, unless a variance for such use is obtained from any unit of government with jurisdiction over the use of the Unit and Property.

8.5 Rules of Conduct. Additional rules and regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of Units and Common Elements, may be promulgated and amended by the Board. Copies of such rules and regulations must be furnished by the Board to each Co-owner at least 10 days prior to their effective date, and may be revoked at any time by the affirmative vote of sixty six percent (66%) or more of all Co-owners.

8.6 Enforcement by Developer. The Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community, used and occupied for the benefit of the Co-owners and all other persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace and landscape in a manner consistent with the maintenance of such standards, the Developer, or any person to whom it may assign this right may, at its option, elect to maintain, repair and/or replace any Common Elements or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any prohibited activity.

8.7 Co-owner Enforcement. An aggrieved Co-owner will also be entitled to compel enforcement of the Condominium Documents by action for injunctive relief and/or damages against another Co-owner in the Project, but not against the Association or the Developer.

8.8 Remedies on Breach. In addition to the remedies granted by Section 5.5 for the collection of assessments, the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this Article 8, to enter the Unit and to remove or correct the cause of the violation. Such entry will not constitute a trespass, and the Co-owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to

enforce any of the restrictions contained in this Article will not constitute a waiver of the right of the Association to enforce restrictions in the future.

8.9 Reserved Rights of Developer. The restrictions contained in this Article shall not apply to the commercial activities of the Developer during the Development and Sales Period. The Developer shall also have the right to maintain a sales office, advertising display sign, storage areas and reasonable parking incident to its sales efforts and such access to, from and over the Property as may be reasonable to enable development and sale of the entire Project.

8.10 Assignment and Succession. Any or all of the rights granted to or reserved by the Developer in the Condominium Documents or by law, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate document in writing, signed by the Developer and recorded in the Register of Deeds Office for the county in which the Project is located. Upon such qualification, the assignee will have the same rights and powers as those granted to or reserved by the Developer in the Condominium Documents.

8.11 Open Space Areas. Certain areas on the Subdivision Plan are designated as "Open Space" or "Park Area" (collectively "Open Space Areas"). No trees or vegetation shall be removed from any Open Space Area, except for dead or diseased trees or vegetation. No buildings, structures, or other improvements shall be constructed within the Open Space Areas, except that walking or non-motorized riding paths, trail improvements, gazebos, playground areas, structures to support recreation activities, roads, utility services, and storm water drainage and grading measures necessary for the use of or for the gaining of access to natural areas within the Project (all as shown on the Plan described in the Consent Judgment) shall be permitted. In addition, small-scale structures, solely for the enclosing of utility system equipment, or for the storage of maintenance equipment for recreation areas, may be constructed within the Open Space Areas if the enclosing structures are necessary for the operation of utility systems or for the maintenance of recreation areas and for no other purposes. The Open Space Areas shall be maintained by the Association in perpetuity as Open Space. The Open Space Areas shall not be conveyed, leased or otherwise transferred, assigned or encumbered separately from the balance of the Project, and the ownership of the Open Space Areas shall remain vested in the Association. The foregoing provisions shall not prohibit agreements between the Developer or the Association and third parties, for the mutual use of the Open Space Areas for outdoor recreational purposes only.

8.12 Prohibition on Trespass. All Co-owners shall respect the property rights of others with regard to any real property that is adjacent to the Project, but which is not a part of the Project.

Article 9. MORTGAGES

9.1 Notice to Association. Any Co-owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (referenced in this Article as the "Mortgagees"). The information relating to Mortgagees will be made available to the Developer or its successors as needed for the purpose of obtaining consent from, or giving notice to

Mortgagees concerning actions reqwnng consent or notice to Mortgagees under the Condominium Documents or the Act.

9.2 Insurance. If requested by any mortgagee, the Association shall notify that mortgagee of the name of each company insuring the Project against fire and other casualty damage.

9.3 Rights of Mortgagees. Except as otherwise required by applicable law or regulations, a Mortgagee of a Unit will be granted the following rights:

(a) Inspection and Notice. Upon written request to the Association, a Mortgagee will be entitled to: (i) inspect the books and records relating to the Project upon reasonable notice; (ii) receive a copy of the annual financial statement which is distributed to Co-owners; (iii) notice of any default under the Condominium Documents by its mortgagor in the performance of the mortgagor's obligations which is not cured within 30 days; and (iv) notice of all meetings of the Association and its right to designate a representative to attend the meetings.

(b) Exemption from Restrictions. A Mortgagee which comes into possession of a Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, shall be exempt from any option or "right of first refusal" on the sale or rental of the mortgaged Unit in the Condominium Documents.

(c) Past Due Assessments. A mortgagee which comes into possession of a Unit pursuant to the remedies provided in the mortgage, or by deed (or assignment) in lieu of foreclosure, shall take the Unit free of any claim for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments charged to all Units including the mortgaged Unit).

9.4 Additional Notification. When notice is to be given to a Mortgagee, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if requested in writing by the affected agency.

Article 10. LEASES

10.1 Notice of Lease. A Co-owner, including the Developer, intending to lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to the prospective tenant and, at the same time, shall supply the Association with a copy of the lease form. No Unit shall be leased for a period of less than 90 days without the prior written consent of the Association.

10.2 Terms of Lease. All occupants of a Unit shall comply with all the conditions of the Condominiwn Documents of the Project, and all lease and rental agreements must require such compliance.

10.3 Remedies of Association. If the Association determines that any non Co-owner occupant has failed to comply with any conditions of the Condominiwn Documents, the Association may talce the following action:

(a) Notice. The Association shall notify the Co-owner by certified mail advising of the alleged violation by the non Co-owner occupant.

(b) Investigation. The Co-owner will have 15 days after receipt of the notice to investigate and correct the alleged breach by the non Co-owner occupant or to advise the Association that a violation has not occurred.

(c) Legal Action. If, after 15 days the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the non Co-owner occupant and a simultaneous action for money damages (in the same or in a separate action) against the Co-owner and non Co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this Article may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or non Co-owner occupant in connection with the Unit or the Project.

10.4 Liability for Assessments. If a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a non Co-owner occupant occupying the Co-owner's Unit under a lease or rental agreement and the non Co-owner occupant, after receiving such notice, shall deduct from rental payments due the Co-owner the full arrearage and future assessments as they fall due and pay them to the Association. Such deductions shall not be a breach of the lease agreement by the non Co-owner occupant.

Article 11. TRANSFER OF UNITS

11.1 Unrestricted Transfers. An individual Co-owner may, without restriction under these Bylaws, sell, give, devise or otherwise transfer the Co-owner's Unit, or any interest in the Unit.

11.2 Notice to Association. Whenever a Co-owner shall sell, give, devise or otherwise transfer the Co-owner's Unit, or any interest in the Unit, the Co-owner shall give written notice to the Association within 5 days after consummating the transfer. The notice shall state the name of the new owner and shall provide the date of the transfer. If the Association requests a copy of the document transferring title, the Co-owner shall provide that document promptly.

Article 12. ARBITRATION

12.1 Submission to Arbitration. Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws or other Condominium Documents, and any disputes, claims or grievances arising among or between Co-owners or between such Co-owners and the Association may, upon the election and written consent of the parties to the dispute, claim or grievance, and written notice to the Association, be submitted to arbitration and the parties shall accept the arbitrator's decision and/or award as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time, shall be applicable to all such arbitrations.

12.2 Disputes Involving the Developer. A contract to settle by arbitration may also be executed by the Developer and any claimant with respect to any claim against the Developer that might be the subject of a civil action, provided that:

(a) Purchaser's Option. At the exclusive option of a Purchaser or Co-owner in the Project, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim involves an amount less than \$2,500.00 and arises out of or relates to a purchase agreement, Unit or the Project.

(b) Association's Option. At the exclusive option of the Association of Coowners, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim arises out of or relates to the Common Elements of the Project, if the amount of the claim is \$10,000.00 or less.

12.3 Preservation of Rights. Election by any Co-owner or by the Association to submit any dispute, claim or grievance to arbitration shall preclude such party from litigating the dispute, claim or grievance in the courts. Except as provided in tills Article, however, all interested patties shall be entitled to petition the courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate.

Article 13. OTHER PROVISIONS

13.1 Definitions. All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which the Bylaws are attached, or as defined in the Act.

13.2 Severability. Inthe event that any of the terms, provisions, or covenants of these Bylaws or of any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair 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.

13.3 Notices. Notices provided for in the Act, Master Deed or Bylaws shall be in writing, and shall be addressed to the Association at its registered office inthe State of Michigan,

and to any Co-owrier at the address contained in the deed of conveyance, or at such other address as may subsequently be provided. The Association may designate a different address for notices to it by giving written notice of such change of address to all Co-owners. Any Co-owner may designate a different address for notices by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

134 Amendment. These Bylaws may be amended, altered, changed, added to or repealed only in the manner prescribed by Article 9 of the Master Deed. Certain provisions in these Bylaws are incorporated as a requirement of Algoma Township, pursuant to the Consent Judgment (the "Township-Required Provisions"). Notwithstanding anything in these Bylaws to the contrary, these Condominium Bylaws may not be amended, altered, changed, added to, or repealed in a manner that is inconsistent with the Consent Judgment, except with the prior written consent of Algoma Township. The following schedule shows certain of the Township-Required Provisions of these Bylaws and the Sections of the Consent Judgment pursuant to which the Bylaws provisions are added:

Bylaws Section	Consent Judgment Section
7.11	4(a)
7.6(b)	4(f)
8.12	14
8.11	15 (a), (d), (e)
7.6(i)	16
13.4	18.

135 Conflicting Provisions. In the event of a conflict between the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of a conflict between the Consent Judgment and any Condominium Document, the provisions of the Consent Judgment shall govern. In the event of a conflict between the provisions of any one or more of the Condominium Documents themselves, the following order of priority shall be applied and the provisions of the document having the highest priority shall govern:

- (1) the Master Deed, including the Condominium Subdivision Plan (but excluding these Bylaws);
- (2) these Condominium Bylaws;
- (3) the Articles of Incorporation of the Association;
- (4) the Association Bylaws;
- (5) the Rules and Regulations of the Association; and
- (6) the Disclosure Statement.

KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. "6]
 EXHIBIT „B" TO THE MASTER DEED OF:

SADDLE RIDGE

ALGOMA TOWNSHIP, KENT COUNTY, MICHIGAN

SURVEYOR:

DEVELOPER:

EXXEL ENGINEERING INC.

EASTBROOK DEVELOPMENT COMPANY

5252 CLYDE PARK S.W.
 GRAND RAPIDS MI 49509

2130 ENTERPRISE DRIVE S.E.
 GRAND RAPIDS MI 49508

ATTENTION COUNTY REGISTER OF DEEDS: THE CONDOMINIUM
 SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE
 SEQUENCE. (WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PARCEL
 IT MUST BE PROPERLY SHOWN ON THIS SHEET AND IN THE
 SURVEYORS CERTIFICATE ON SHEET — 4 —

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 Kent County MI Register
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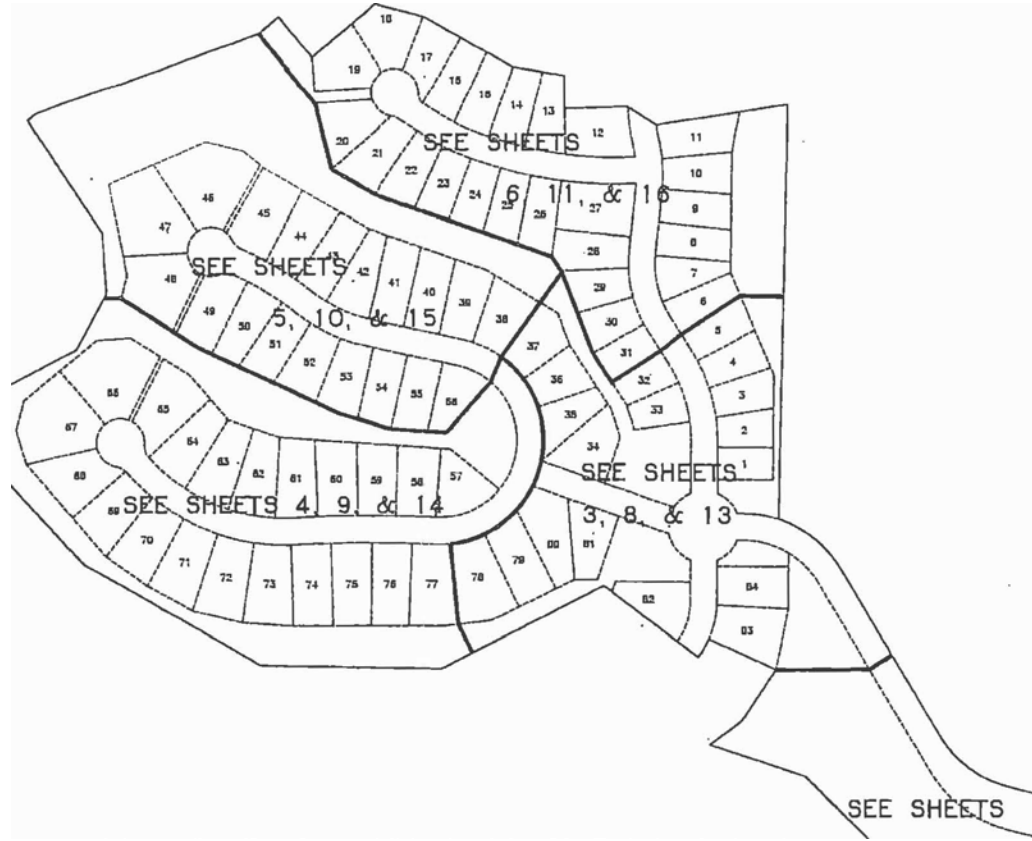
Description of Saddle Ridge

Part of the NE 1/4, NW 1/4 and SE 1/4, Section 27, TBN, R11W, Algoma Township, Kent County, Michigan, described as: Commencing at the E 1/4 corner of Section 27; thence N89°34'42"W 591.70 feet along the East-West 1/4 line of Section 27 to a point on the Westly Right-of-Way line of Edgerton Avenue; thence S14°16'34"W 163.45 feet along said Westly line to the PLACE OF BEGINNING of this description; thence S14°16'34"W 63.00 feet along said Westly line; thence Southwestly 385.28 feet along said Westly line and e 1482.40 foot radius curve to the left, the chord of which bears S06°49'50"W 384.20 feet; thence S00°36'55"E 128.91 feet along said Westly line; thence N89°30'48"W 400.00 feet along the North line of the South 600 feet of the NE 1/4 of said SE 1/4; thence N00°29'12"E 460.00 feet; thence N46°02'14"W 235.58 feet; thence N72°21'30"W 250.00 feet; thence N53°27'29"E 98.84 feet; thence N34°05'37"E 153.12 feet; thence N66°27'37"W 185.00 feet; thence Southwestly 52.07 feet along a 233.00 foot radius curve to the right, the chord of which bears S29°56'30"W 51.96 feet; thence N53°39'22"W 296.00 feet; thence S63°12'09"W 453.57 feet; thence N89°02'31"W 457.59 feet; thence N60°43'23"W 508.75 feet; thence N43°23'01"W 500.00 feet; thence N62°00'00"E-365.00 feet; thence N26°15'00"E 156.09 feet; thence N04°00'00"W 147.77 feet; thence N34°00'00"W 333.59 feet; thence N51°00'00"E 28.00 feet; thence N70°11'43"E 592.00 feet; thence N49°30'43"E 63.25 feet; thence S40°29'17"E 130.76 feet; thence N49°54'43"E 203.72 feet; thence S76°06'30"E 125.97 feet; thence S60°47'56"E 255.81 feet; thence S81°25'37"E 129.92 feet; thence S01°26'28"E 86.62 feet; thence N88°11'39"E 158.81 feet; thence S57°40'02"E 83.36 feet; thence N80°52'16"E 332.98 feet to a point which is N89°33'17"W 1331.37 feet along the North line of said NE 1/4 and S00°44'08"W 1113.80 feet along the West line of the East 1/2 of said NE 1/4 from the NE corner of Section 27; thence S00°44'08"W 1024.34 feet along said West line; thence Southeasterly 202.12 feet along a 283.00 foot radius curve to the right the chord of which bears S51°52'56"E 197.85 feet; thence S31°25'18"E 481.54 feet; thence Southeastly 216.50 feet along a 280.00 foot radius curve to the left, the chord of which bears S53°34'22"E 211.15 feet; thence S75°43'26"E 121.29 feet to the place of beginning. This parcel contains 69.361 Acres.

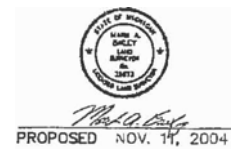
SHEET INDEX

- 1 COVER SHEET
- 1A COMPOSITE PLAN
- 2 SURVEY PLAN
- 3 SURVEY PLAN
- 4 SURVEY PLAN
- 5 SURVEY PLAN
- 6 SURVEY PLAN
- 7 SITE PLAN
- 8 SITE PLAN
- 9 SITE PLAN
- 10 SITE PLAN
- 11 SITE PLAN
- 12 UTILITY PLAN
- 13 UTILITY PLAN
- 14 UTILITY PLAN
- 15 UTILITY PLAN
- 16 UTILITY PLAN
- 17 PROPOSED FUTURE DEVELOPMENT

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COMPOSITE PLAN
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INC. 5252 PARK S-W GRAND RAPIDS MI 49509 SHEET 1A

EXCEL ENGINEERING

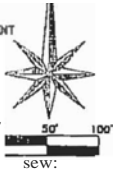
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BEARINGS ARE BASED ON MICHIGAN STATE PLANE 1883. KENT COUNTY ALGOMA TOWNSHIP SURVEY RECORD IN LIBER 302 OF SURVEYS. PAGE 45

- = SECTION CORNER MONUMENT
- ⊕ = PROPOSED CONCRETE MONUMENT
- - IRO-C STAKE

- 20' PVT. ESMT. F'DR DRAINAGE



CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	89°34'42"	283.00'	289.34'	N80°42'39"W	276.80'
C2	69°34'42"	217.00'	221.86'	N50°42'39"W	212.32'
C3	48°28'18"	89.00'	72.19'	N45°00'00"E	70.22'
C4	33°18'31"	433.00'	231.72'	N16°39'18"W	248.18'
C5	33°18'31"	397.00'	213.34'	N18°39'18"W	210.89'
C20	35°55'20"	89.00'	84.60'	N50°18'26"E	84.69'
C21	89°24'55"	258.00'	402.63'	N33°18'02"W	383.00'
C37	67°01'07"	238.00'	300.78'	N58°38'48"E	284.87'
C38	56°31'04"	88.00'	87.78'	N38°58'37"E	84.28'
C39	38°20'38"	187.00'	105.93'	N18°10'18"E	104.16'
C40	38°20'38"	233.00'	147.80'	N18°10'18"E	145.33'
C41	48°28'18"	89.00'	72.19'	N45°00'00"E	70.22'

NOTE: SUNSET RIDGE DRIVE (PVT.) SADDLE RIDGE DRIVE (PVT.) CONTAIN EASEMENTS FOR HIGHWAY, EGRESS, AND PUBLIC UTILITY.

**SURVEY PLAN
 SADDLE RIDGE**



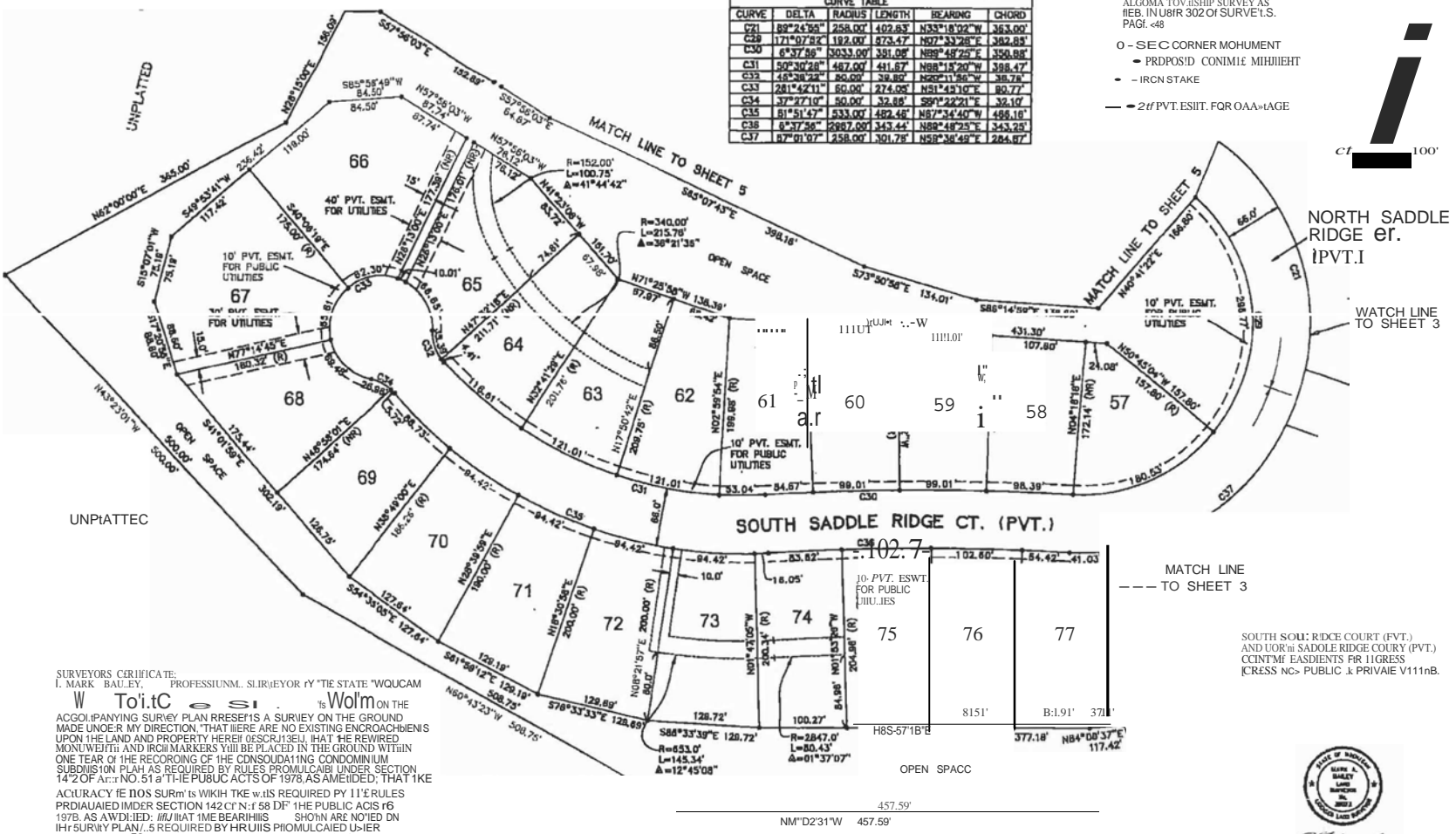
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C21	89°24'00"	258.00'	102.83'	N33°18'00"W	363.00'
C28	171°07'24"	192.00'	873.47'	N87°33'28"E	382.88'
C30	6°37'56"	3033.00'	351.06'	N88°48'25"E	358.88'
C31	50°30'28"	487.00'	411.67'	N88°15'20"W	398.47'
C32	45°38'22"	80.00'	39.85'	N89°11'56"W	38.78'
C33	281°42'11"	60.00'	274.05'	N81°49'10"E	80.77'
C34	37°27'10"	50.00'	32.86'	S89°22'21"E	32.10'
C35	81°51'47"	333.00'	482.46'	N87°34'40"W	488.16'
C36	8°37'58"	2887.00'	343.44'	N89°48'25"E	343.25'
C37	87°01'07"	258.00'	101.79'	N33°34'49"E	284.87'

BEARINGS ARE BASED ON MICH. STATE PLANE GRID, NAD 83, UTM ZONE 18Q, UTM EASTING 600,000, UTM NORTING 4,500,000. SEE PLAN FOR CURVE DATA.

- - SEC CORNER MONUMENT
- - PRDPOSED CONIMIE MIIHIIH
- - IRON STAKE
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SURVEYORS CERTIFICATE:
 I, MARK BAILEY, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, DO HEREBY CERTIFY THAT I AM THE SURVEYOR OF RECORD FOR THIS SURVEY. THE ACCOMPANYING SURVEY PLAN REPRESENTS A SURVEY OF THE GROUND MADE UNDER MY DIRECTION THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LAND AND PROPERTY HEREIN DESCRIBED, THAT THE REQUIRED MONUMENTS AND CORNER MARKERS WILL BE PLACED IN THE GROUND WITHIN ONE YEAR OF THE RECORDING OF THE CONSOLIDATING CONDOMINIUM SUBDIVISION PLAN AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 51 OF THE PUBLIC ACTS OF 1978, AS AMENDED; THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE REQUIREMENTS OF THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 51 OF THE PUBLIC ACTS OF 1978, AS AMENDED; THAT THE SURVEY PLAN IS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 51 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

MARK A. BAILEY, P.S. 39073
 EXCEL ENGINEERING INC.
 5252 CLYDE PARK S.W.
 GRAND RAPIDS MI 49502

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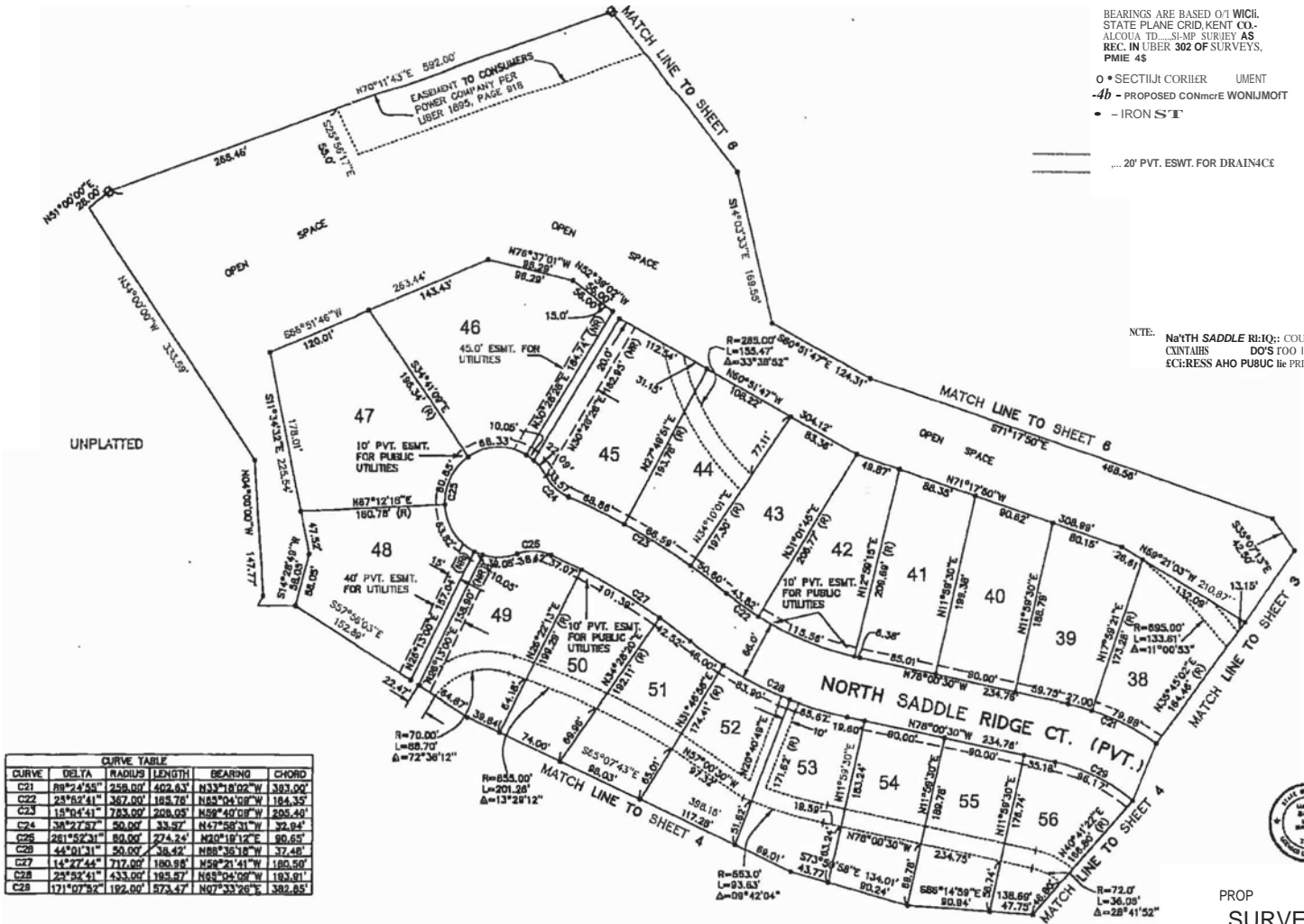
**SURVEY PLAN
 SADDLE RIDGE**

EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49502 SHEET 4



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BEARINGS ARE BASED ON 1983 STATE PLANE CRID. KENT CO. ALCOUA TD. SIMP SURVEY AS REC. IN UBER 302 OF SURVEYS, PHIE 45

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- 4b - PROPOSED CONMER WONIUMOT
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--- 20' PVT. ESMT. FOR DRAINAGE

NTE: NORTH SADDLE RIDGE COURT (PVT) CONTAINS DO'S TOO INGRESS EGRESS AHO PUBLIC PRIVATE IIIIUIES.

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C21	89°24'58"	258.00'	402.61'	N33°18'02"W	383.00'
C22	23°52'41"	367.00'	185.76'	N85°04'09"W	184.35'
C23	15°04'41"	783.00'	208.05'	N89°40'09"W	205.49'
C24	38°27'37"	50.00'	33.57'	N47°58'31"W	32.24'
C25	28°15'23"	80.00'	274.24'	N05°19'17"E	80.65'
C26	44°01'31"	50.00'	38.42'	N88°35'18"W	37.48'
C27	14°27'44"	717.00'	180.98'	N58°21'41"W	180.50'
C28	23°52'41"	433.00'	185.57'	N69°04'09"W	183.81'
C29	171°07'52"	192.00'	573.47'	N07°33'26"E	382.85'



PROP 2004
 SURVEY PLAN
 SADDLE RIDGE

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CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C6	39°09'19"	308.00'	210.48'	N13°43'52"W	208.41'
C7	38°09'18"	249.00'	185.38'	N13°43'52"W	182.18'
C8	10°21'08"	433.00'	148.25'	N03°49'46"W	145.69'
C9	3°11'09"	387.00'	20.42'	N4°15'19"E	20.42'
C10	17°52'38"	387.00'	37.47'	N02°34'51"W	37.45'
C11	11°41'59"	433.00'	88.52'	N02°38'21"W	88.29'
C12	4°22'36"	387.00'	28.03'	N11°18'02"W	28.03'
C13	28°48'29"	987.00'	488.20'	N78°05'35"W	481.10'
C14	28°48'29"	1033.00'	518.39'	N78°05'35"W	513.93'
C15	17°30'09"	283.00'	88.94'	N84°53'16"W	88.80'
C16	11°57'34"	217.00'	44.03'	N87°52'34"W	43.96'
C17	52°12'51"	80.00'	45.57'	N23°57'21"W	44.01'
C18	34°20'25"	50.00'	29.87'	N83°15'29"W	29.32'
C19	28°24'31"	80.00'	47.88'	N48°51'59"E	47.83'

BEARINGS ARE BASED ON WKH. STATE PLANE CRD, KMT CO., ALCOA TOWNSHIP SURVEY 15, REC. IN UELIER JO2 CF SURVEYS, PAGE 45

- SECTION I c.c.m.IER MOHUWEHT
- PROPOSED COHQUETE R10MINHT
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SCALE



PROPOSED NOV. 11, 2004

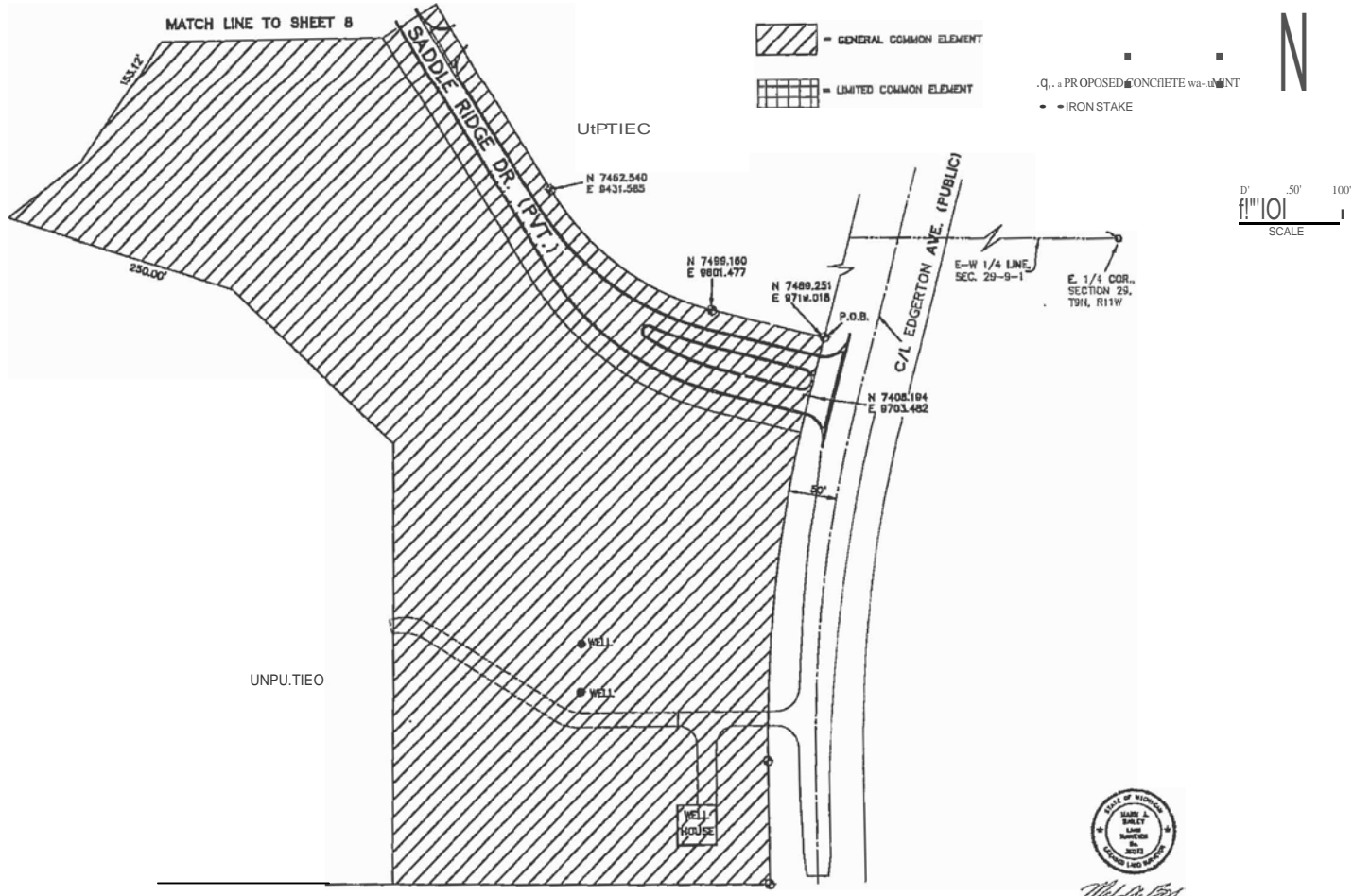
NOTE: SUNSET RIDGE COURT (PVT.), AHO SUNSET RIDGE DRIVE (PVT.) CONTAIN EASMENTS FOR INGRESS, EGRESS AND PUBLIC PRIVATE UTILITIES.

SURVEY PLAN
 SADDLE RIDGE

EXXEL ENGINEERING INC. 5252 CLYOE PARK S.W. GRAND RAPIDS MI 49509 SHEET 6

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**SITE PLAN
 SADDLE RIDGE**

EXXEL ENGINEERING INC. 5252 CLYOE PARK S.W. GRAND RAPIDS MI 49509 SHEET 7

STATE OF MICHIGAN
 LAND SURVEYOR
 No. 101
 EXPIRES 12/31/11
M. A. [Signature]
 11/11

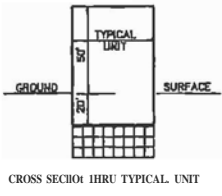
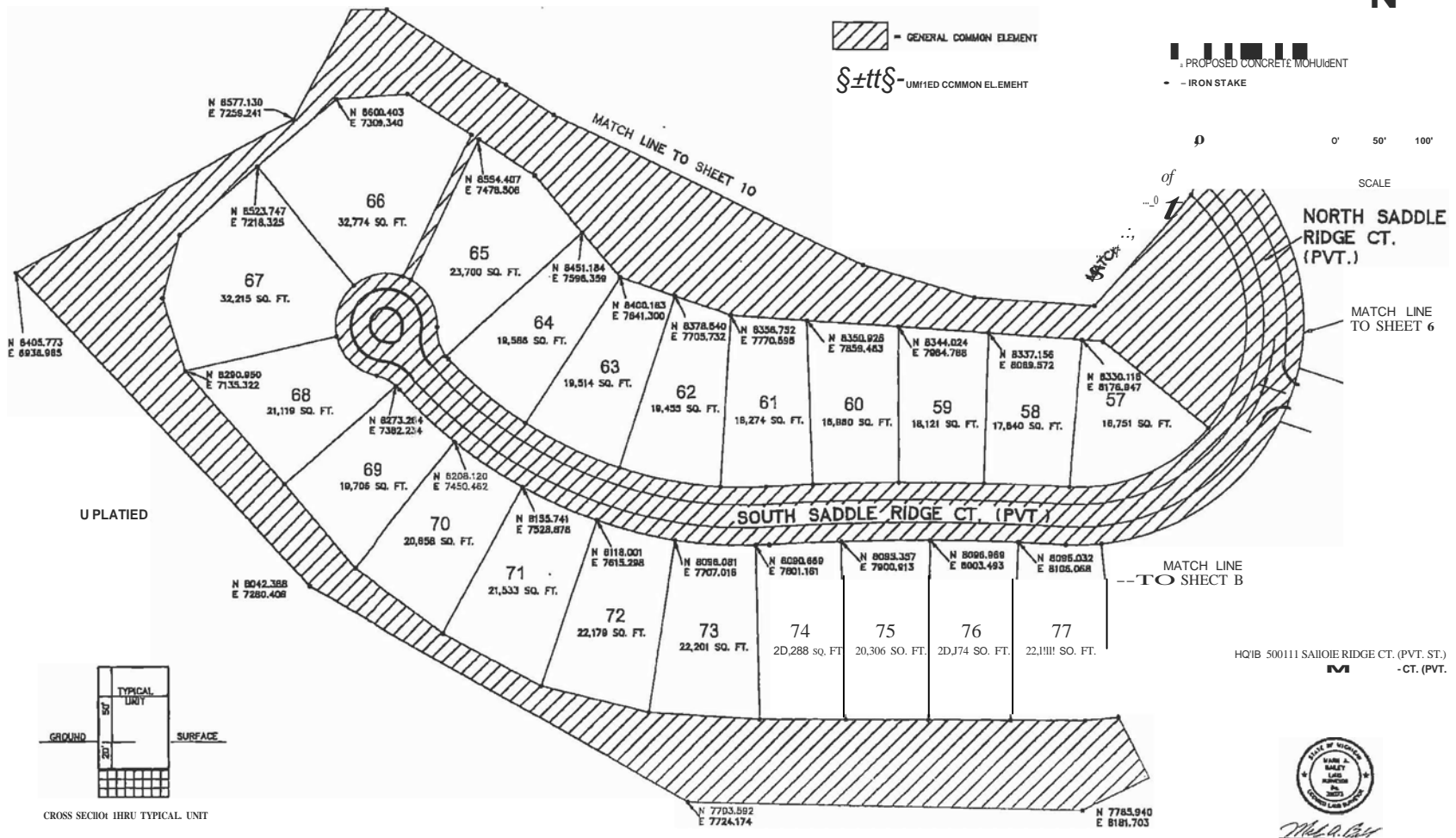
20041228-0165730 12/28/2004
 P:65 of 75 F:3239.00 4:20PM
 Mary Hollinsake T20040037359
 Kent County MI Register
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 - GENERAL COMMON ELEMENT
 - UM11ED COMMON ELEMENT

 - PROPOSED CONCRETE MONUMENT
 - IRON STAKE

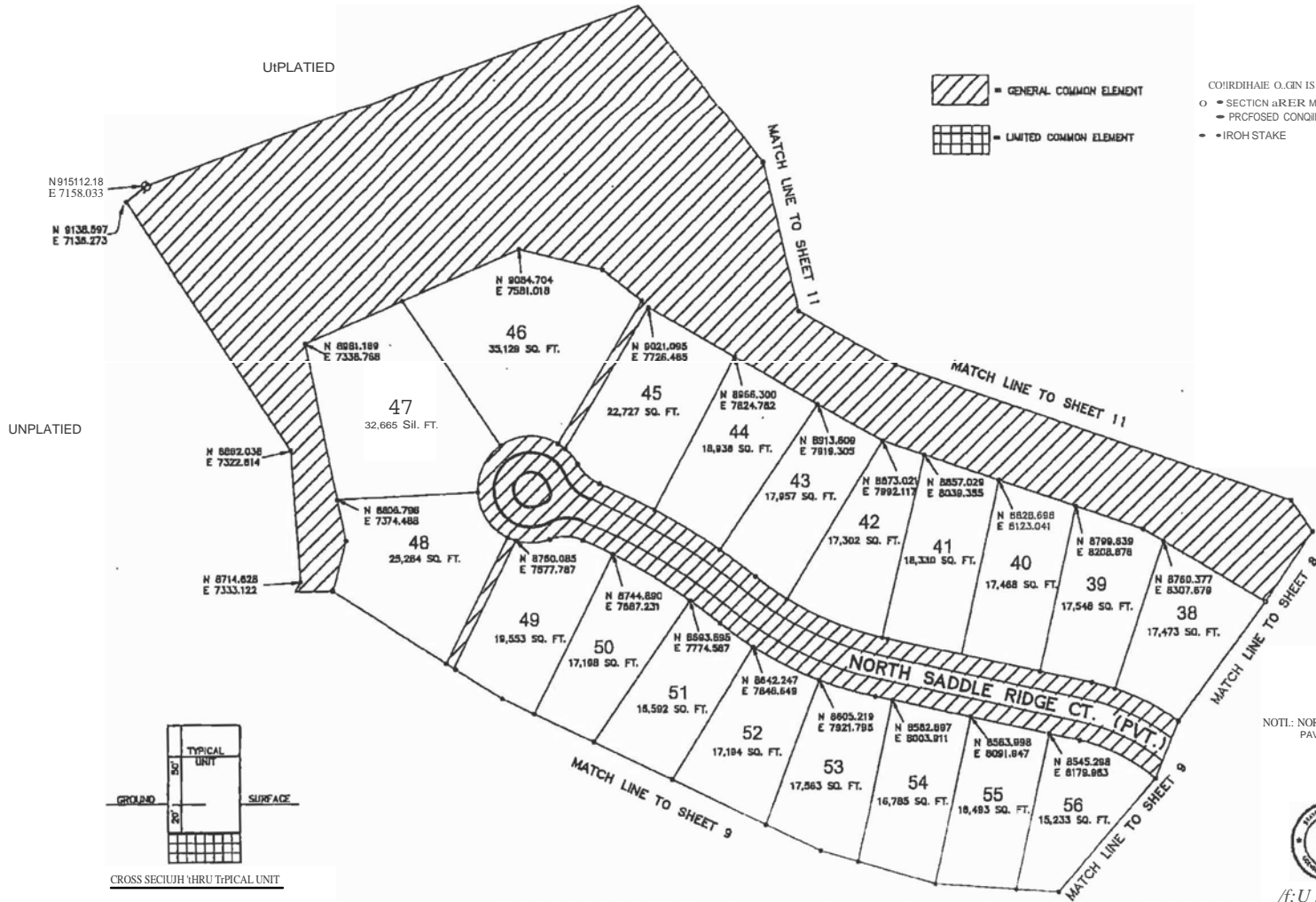
0' 50' 100'
 SCALE



PROPOSED NO. vii; 2004

SITE PLAN
SADDLE RIDGE
 EXXR ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 9

20041225-0165730 12/29/2004
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 Mary Holliman
 Kent County MI Registrar
 SEAL

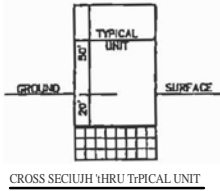


- = GENERAL COMMON ELEMENT
- = LIMITED COMMON ELEMENT

- = SECTION & REAR MONUMENT
- = PROPOSED CONCRETE MONUMENT
- = IRON STAKE

0' 51' 100'

UNPLATED



NOTE: NORTH SADDLE RIDGE CT. (PVT. ST.) PAVEMENT MUST BE BUILT.



Jf:U.q/Zr
 PROPOSED NOW, 2004

SITE PLAN
 SADDLE RIDGE

N

UNPLATTED

UNPLATTED

UNPLATTED COMMON ELEMENT

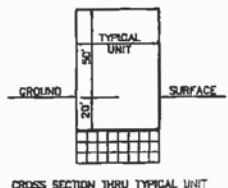
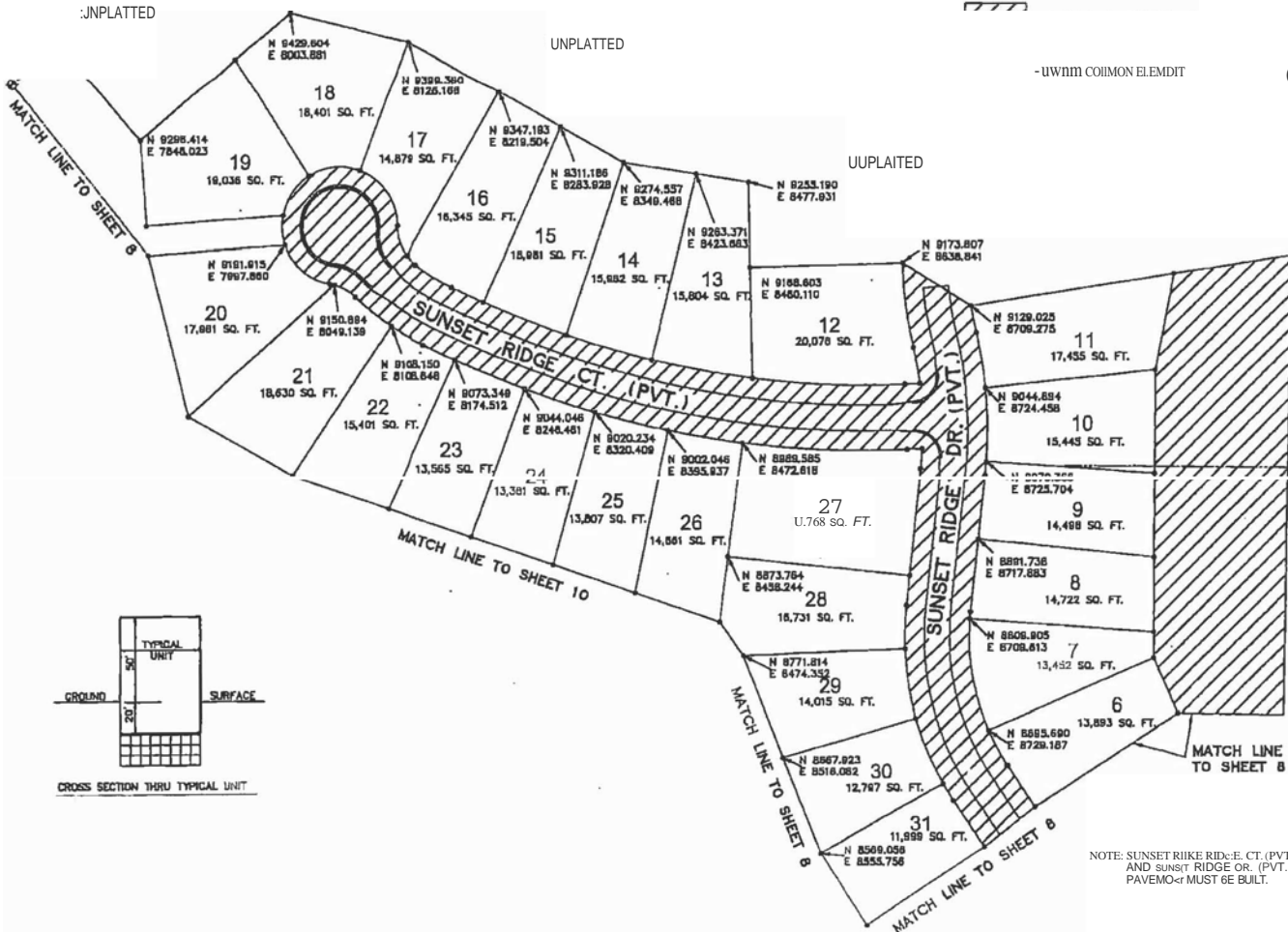
UNPLATTED

COOHOIH-E *****
ID SECTION CDHHER MOFCUW.DIF
0 PROPOSED COHCHIEH MOMJIEHT
... IROH STJUK<

1" = 50'

SCALE

26041228-0186730 12/26/2004
5:59 of 76 F:3239.00 4:20PM
Mary Holliman T20040937359
Kent County MI Register SEAL



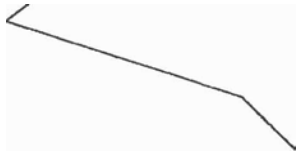
NOTE: SUNSET RIIKE RID-E. CT. (PVT. ST.)
AND sunsIT RIDGE OR. (PVT. ST.)
PAVEMO< MUST 6E BUILT.



SITE PLAN
SADDLE RIDGE

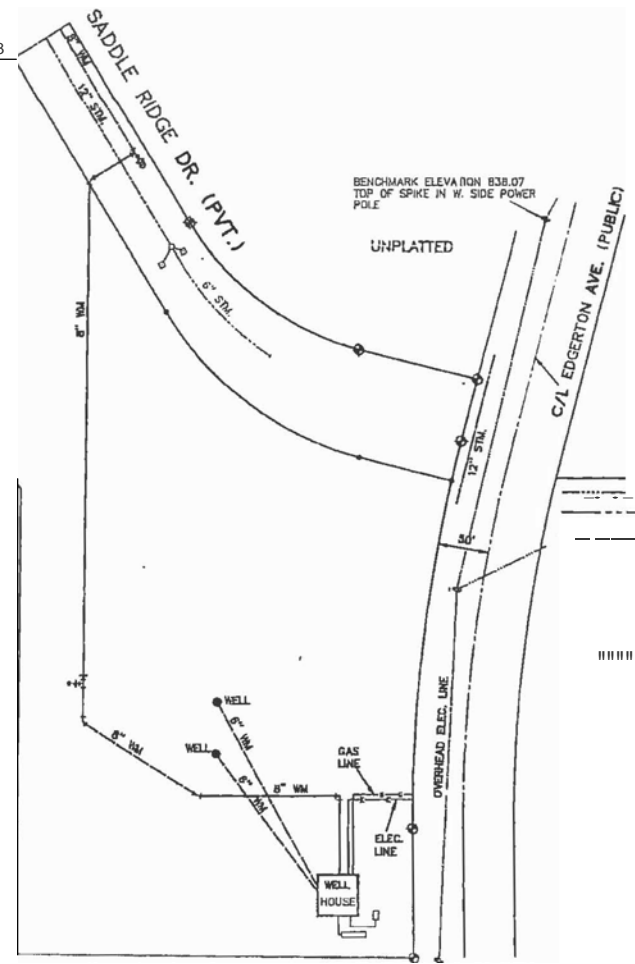
20041228-0166730 12/28/2004
 P. 65 of 76 F. \$239.00 T28046037358
 Mary Hollinrake
 Kent County MI Register SEAL

UNPLATTED



MATCH LINE TO SHEET 13

UNPLATTED



- ⊕ = PROPOSED CONCRETE MONUMENT
- = IRON STAKE



- UTILITY
- - - - - 5. INCH SANITARY SEWER
 - - - - - STORM SEWER
 - - - - - WATERMAIN

SOURCE OF INFORMATION
 EXCEL ENGINEERING U-C.
 DOUGLASS ENGINEERING INC.
 E-ONE O. QUEDUHC INC.

- *****
1. UNPLATTED INFORMATION SHOWN HEREIN IS PER AVAILABLE RECORD AND SHOULD NOT BE MISCONSTRUED TO BE A GUARANTEE OF COMPLETENESS OR ACCURACY.
 2. THE PRIVATE UTILITY COMPANIES (GAS, ELECTRIC, etc.) HAVE NOT COMPLETED THEIR PRELIMINARY DESIGN. THEREFORE, THESE UTILITIES ARE NOT SHOWN AT A LATER DATE ON AN AS-BUILT BASIS.
 3. ALL WATER MAINS ARE 1"
 4. ALL SANITARY SEWER LATERALS ARE 8"
 5. ALL UTILITIES MUST BE BUILT



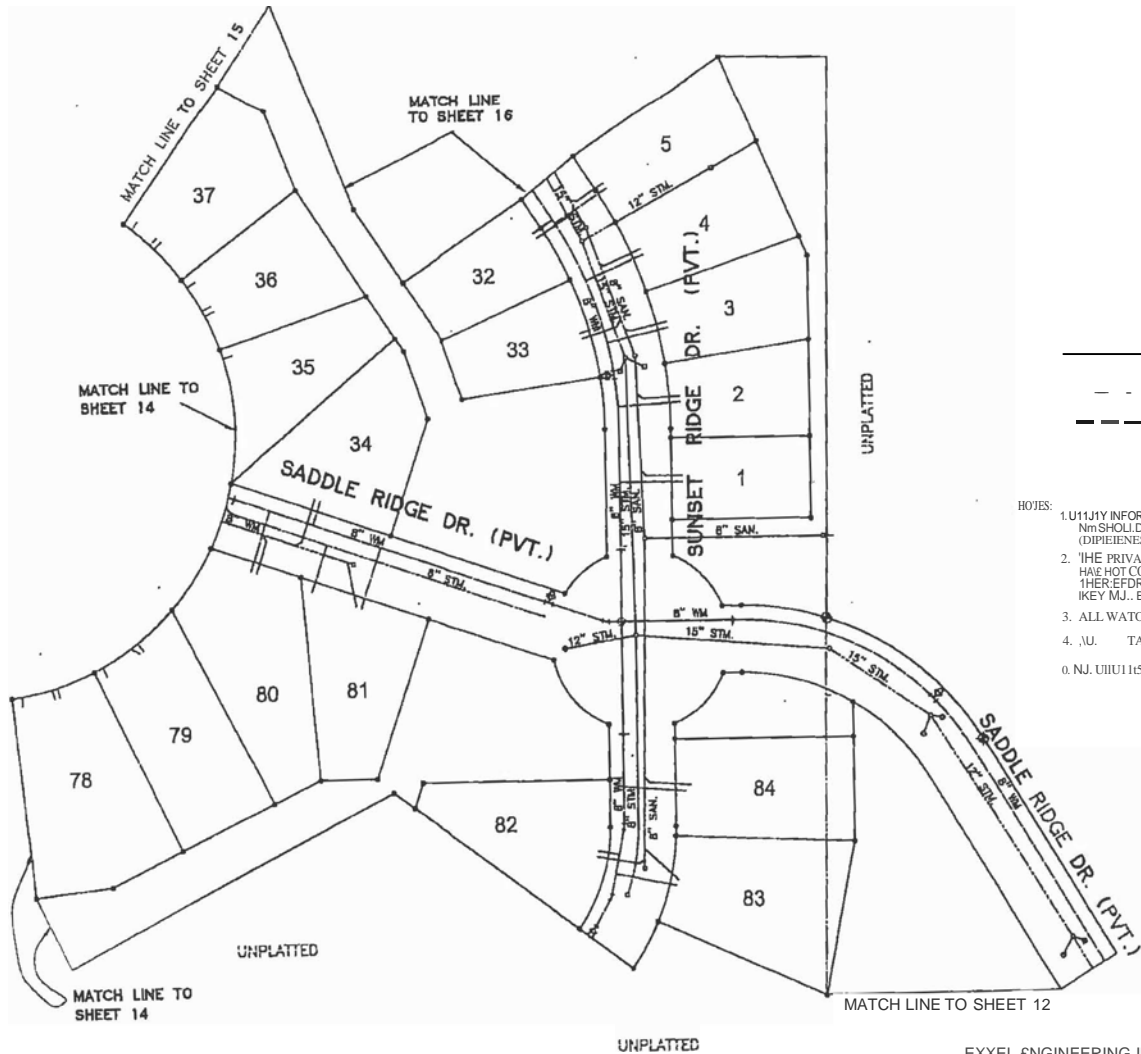
M.A. Baker
 PROPOSED NOV. 4, 2004

UNPLATTED

UTILITY PLAN
 SADDLE RIDGE

EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 12

7094 1225-0165730 12/28/2004
 5274 4775 F: \$239.00 4:20PM
 Mary Hollimake T20840037959
 Kent County MI Register
 SEAL

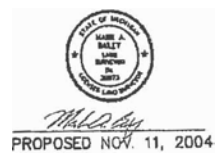


Lt* HYORANT
 C... CATCH BASH
 Qp MANHOLE



Symbol	SOURCE OF INFORMATION
—●—	SAKITAAY SEYIR
- - -	STUJIW SEVO
	EXCEL ENGINEERING INC.
	EXCEL ENGINEERING INC.
	EXCEL ENGINEERING INC.

- NOTES:
1. UTILITY INFORMATION SHOWN HEREON IS PER AVAILABLE RECORD AND SHOULD NOT BE CONSIDERED AS A GUARANTEE OF ACCURACY.
 2. THE PRIVATE UTILITY COMPANIES (GAS, WATER, ETC.) HAVE NOT COMPLETED THEIR PRELIMINARY DESIGN. THEREFORE THESE UTILITIES ARE NOT SHOWN. THEY MUST BE SHOWN AT A LATER DATE ON AN AS-BUILT BASIS.
 3. ALL WATER SERVICES ARE 12"
 4. ALL WATER SERVICES ARE 12"
 5. ALL UTILITIES MUST BE BUILT



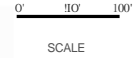
UTILITY PLAN
 SADDLE RIDGE

EXCEL ENGINEERING INC. 5252 CLYOE PARK S.W. GRAND RAPIDS MI 49509 SHEET 13

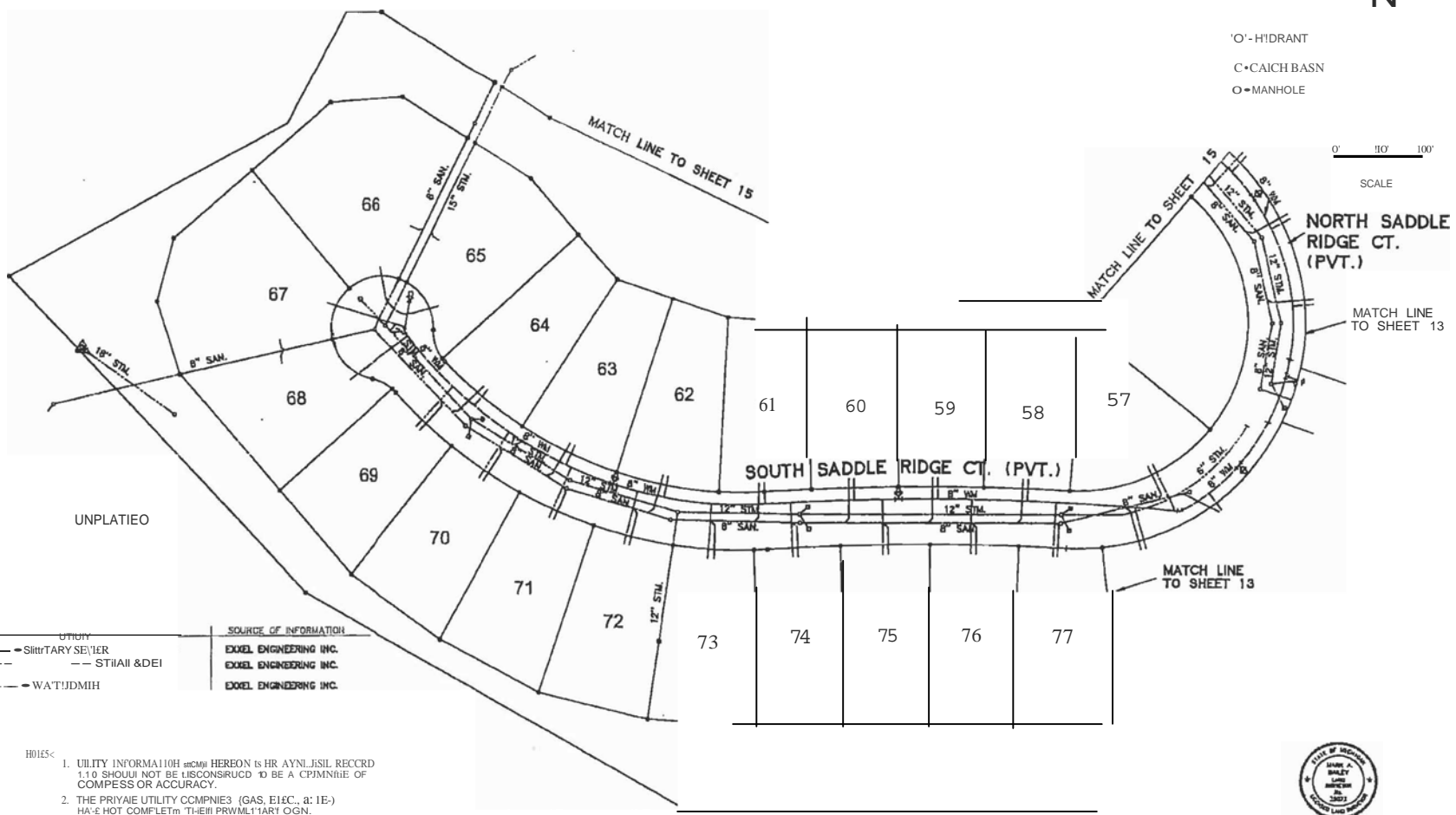
PROPOSED NOV. 11, 2004

N

- - HYDRANT
- - CAICH BASIN
- - MANHOLE



20041229-0166730 12/29/2004
 171 Dillinger F:3235 00 4:20PM
 Kent County MI Registrar
 SEAL



UTILITY	SOURCE OF INFORMATION
--- SUTTERARY SEWER	EXCEL ENGINEERING INC.
--- STIIII & DEI	EXCEL ENGINEERING INC.
--- WATJDMIH	EXCEL ENGINEERING INC.

- NOTES
1. UTILITY INFORMATION HEREON IS HEREBY RECORDED AND SHOULD NOT BE CONSIDERED TO BE A GUARANTEE OF COMPLETION OR ACCURACY.
 2. THE PRIVATE UTILITY COMPANIES (GAS, ELEC, & TELE) HAVE NOT COMPLETED THEIR PRIMARY OBLIGATIONS. THEREFORE THESE UTILITIES ARE NOT SHOWN. THEY WILL BE SHOWN AT A LATER DATE OF AS-BUILT 9/5/15.
 3. ALL WATER DEVICES ARE 1"
 4. ALL SANITARY DEVICES ARE 6"
 5. ALL UTILITIES MUST BE BUILT



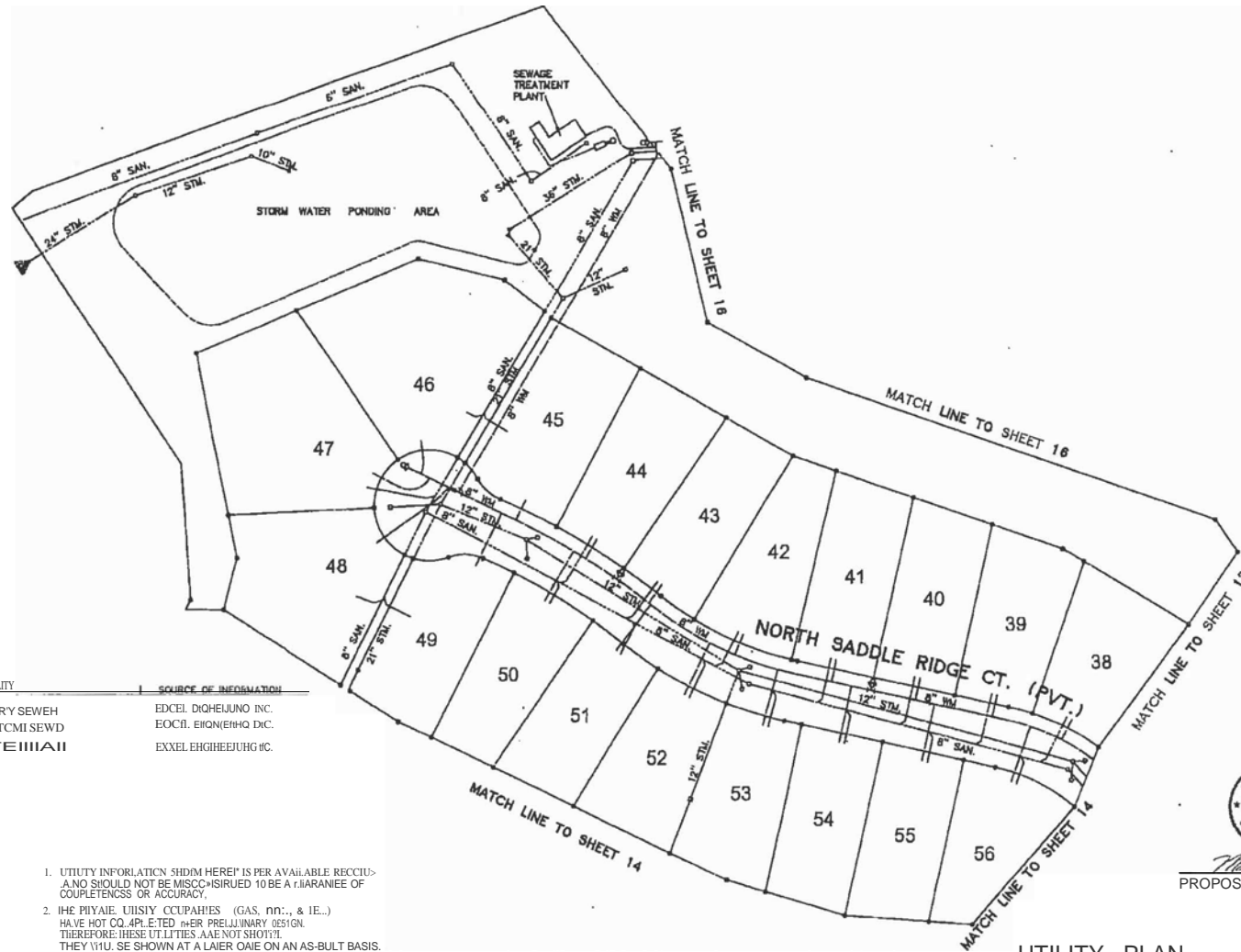
Mark A. Bailey

UNPLATED

UTILITY PLAN
 SADDLE RIDGE

EXXa ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 14

20041228-0166730 12/28/2004
 4:28PM
 Mary Hollinrake F:\S239_00
 T20040837958
 Kent County MI Register SERIAL



UTILITY	SOURCE OF INFORMATION
—○— SANITARY SEWER	EDCEL DIOHEIJUNO INC.
---○--- STORM WATER	ECCFL. EIQN(EIHQ D.C.
---○--- WATER	EXCEL EHGHEEJUH G.C.

- UTILITY INFORMATION SHOWN HEREIN IS PER AVAILABLE RECORDS AND SHOULD NOT BE MISCONSIDERED TO BE A GUARANTEE OF COMPLETENESS OR ACCURACY.
- THE PRIVATE UTILITY OCCUPANCIES (GAS, WATER, & ETC.) HAVE NOT COMPLETED THEIR PRELIMINARY DESIGN. THEREFORE THESE UTILITIES ARE NOT SHOWN. THEY WILL BE SHOWN AT A LATER DATE ON AN AS-BUILT BASIS.
- ALL WATER SERVICES ARE 18"
- ALL SANITARY SEWER LATERALS ARE 18"
- ALL UTILITIES TO BE BUILT

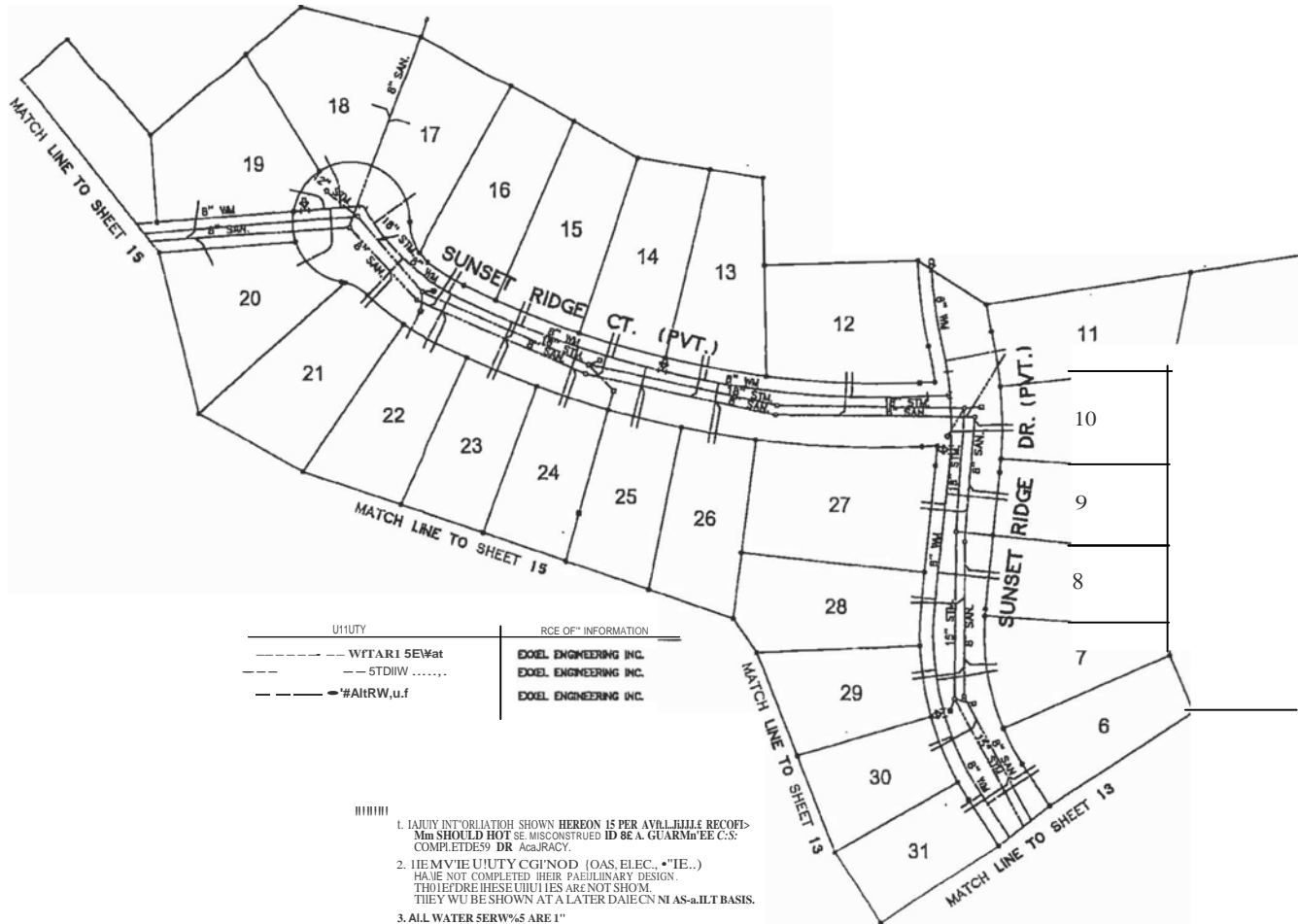
1" = 50' - 100'
 SCAU
 HT = HYLIJWIT
 D = CATCH BASIN
 O = MANHOLE



PROPOSED NOV/11, 2004

UTILITY PLAN
 SADDLE RIDGE

20041228-0166730 12/28/2004
 P: 7:33 of 76 F: \$239.00 4:20PM
 Mary Hollinsake 128040037358
 Kent County MI Registrar SERL

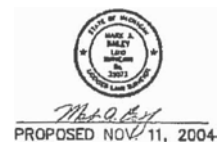


UTILITY	PIPE INFORMATION
--- WATER 15E Wat	DOEL ENGINEERING INC.
--- 5TDIHW	DOEL ENGINEERING INC.
--- #AHRW, u.f	DOEL ENGINEERING INC.

- IIIIIIII
1. ALL UTILITY INFORMATION SHOWN HEREON IS PER AVAILABLE RECORDS. YOU SHOULD NOT BE MISCONSTRUED BY A GUARANTEE OF COMPLETENESS OR ACCURACY.
 2. THE ABOVE UTILITY CONDITIONS (GAS, ELEC., ETC.) HAVE NOT COMPLETED THEIR PRELIMINARY DESIGN. THEREFORE THESE UTILITIES ARE NOT SHOWN. THEY WILL BE SHOWN AT A LATER DATE ON AN AS-BUILT BASIS.
 3. ALL WATER SERVICES ARE 1"
 4. ALL SANITARY SERVICES ARE 4"
 5. ALL UTILITIES ARE 11E BUILT



SCALE
 1/4" = 10'
 a • CAI: 8119N
 O • WIHCU:



UTILITY PLAN
 SADDLE RIDGE

EXXA ENGINEERING INC. 5252 CIOE PARK S.W. GRAND RAPIDS MI 49509 SHEET 16

EXHIBIT C

CONSENT TO SUBMISSION OF REAL PROPERTY
TO CONDOMINIUM PROJECT

WHEREAS, Eastbrook Development Company, a Michigan corporation, of 2130 Enterprise, Kentwood, Michigan 49508, as Developer, intends to establish Saddle Ridge as a site condominium project by recordation in the Office of the Kent County Register of Deeds of a Master Deed, covering real property in the Township of Algoma, Kent County, Michigan, described therein; and

WHEREAS, The Huntington National Bank, a Michigan banking corporation, of 50 Monroe Avenue NW, Grand Rapids, Michigan 49503, is the holder of a mortgage lien on the aforesaid property under a certain mortgage executed by Eastbrook Development Company, a Michigan corporation, dated May 18, 2004 and recorded June 8, 2004 as Instrument No. 20040608-0077803, Kent County Records.

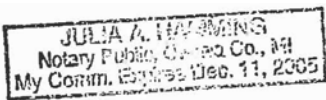
NOW, THEREFORE, The Huntington National Bank hereby consents to the submission of the aforesaid property to the condominium project and consents to the recordation of the Master Deed of Saddle Ridge in the Office of the Register of Deeds for Kent County, Michigan.

THE HUNTINGTON NATIONAL BANK

By M. W. Debof
its Vice President

STATE OF MICHIGAN)
) ss.
COUNTY OF OTTAWA)

The foregoing instrument was acknowledged before me this 28th day of October 2004, by M. W. Debof, the Vice President of The Huntington National Bank, on behalf of the corporation.


Prepared by:
Kathleen M. Adams
Eastbrook Companies
2130 Enterprise
Kentwood, Michigan 49508

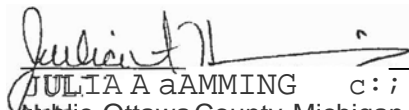

JULIA A. HAMMING c: i
Notary Public, Ottawa County, Michigan
My commission expires: December 11, 2005
Acting in Kent County

EXHIBIT D

20041220-0166730 12/28/2004
P:76 of 76 F , \$239.00 4:20PM
Mary Hollinrake T20040037358
Kent County MI Register SEL

AFFIDAVIT OF

MAILING

NOTICE OF INTENT
TO ESTABLISH CONDOMINIUM PROJECT

STATE OF MICHIGAN)
)SS.
COUNTY OF KENT)

Lisa M. Foster, being duly sworn, states that on July 16, 2004, she served copies of a Notice of Intent with regard to the Saddle Ridge Condominium Project upon the following persons at the addresses listed below by mailing them the Notice of Intent by United States mail, certified mail, return receipt requested, first class postage fully prepaid:

Michigan Dept. of Environmental Quality
Environmental Health Section
Water Division
P.O. Box 30630
Lansing, Michigan 48909-8130

Kent County Drain Com. commissioner
1500 Scribner, NW
Grand Rapids, MI 49504

Michigan Department of Transportation
Bureau of Highway Operations, Design Div.
P.O. Box 30050
Lansing, MI 48909

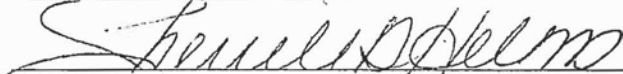
Kent County Road Commission
1500 Scribner, NW
Grand Rapids, MI 49504

Algoma Township
10531 Algoma Ave., NE
Rockford, MI 49341



Lisa M. Foster

Subscribed and sworn to before me on December 28, 2004.



* Otruy-Plfdic, Kent Coun, MI

My commission expires: _____

Acting in the County of Kent

SHERRILL D. HELMS
Notary Public, Kent County, MI
My Commission Expires: June 14, 2005

REPLAT NO. 3 OF:
 KENT COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 707
 EXHIBIT "8" TO THE AMENDED MASTER DEED OF:

SADDLE RIDGE

ALGOMA TOWNSHIP, KENT COUNTY, MICHIGAN

SURVEYOR: EXXEL ENGINEERING INC. DEVELOPER: SADDLE RIDGE DEVELOPMENT LLC
 5252 CLYOE PARK S.W. 6936 WINDFLOWER WAY
 GRAND RAPIDS MI 49509 NORTON SHORES, MI 49444

THE ASTERISK (*) INDICATES AMENDED OR
 NEW SHEETS WHICH ARE DATED DEC. 15, 2010.
 THESE SHEETS, TOGETHER WITH THIS SUBMITTAL,
 REPLACE OR SUPPLEMENT THOSE PREVIOUSLY ISSUED.

SHEET INDEX

- | | |
|---------------------------------------|--------------------------|
| •1 COVER SHEET | *9 SITE PLAN |
| •1A COMPOSITE PLAN | *9A SITE PLAN |
| •2 SURVEY PLAN | *98 SITE PLAN |
| *3 SURVEY PLAN | *9C SITE PLAN |
| *3A SURVEY PLAN | *10 SITE PLAN |
| •4 SURVEY PLAN | *10A SITE & UTILITY PLAN |
| •4A SURVEY PLAN &
FLOOD PLAIN PLAN | *11 SITE PLAN |
| •48 SURVEY PLAN | *11A SITE PLAN |
| •4C SURVEY PLAN | *12 UTILITY PLAN |
| •5 SURVEY PLAN | *13 UTILITY PLAN |
| •5A SURVEY PLAN &
FLOOD PLAIN PLAN | *13A UTILITY PLAN |
| *6 SURVEY PLAN | *14 UTILITY PLAN |
| •6A SURVEY PLAN | *14A UTILITY PLAN |
| •7 SITE PLAN | *148 UTILITY PLAN |
| *B SITE PLAN | *14C UTILITY PLAN |
| •BA SITE PLAN | *15 UTILITY PLAN |
| | *16 UTILITY PLAN |
| | *1BA UTILITY PLAN |

17 PROPOSED FUTURE DEVELOPMENT
 (ELIMINATED)

20101228-0108720
 Mary Hollinsake P: 7/42 2:38PM
 Kent Cnty MI Restr 12/28/2010 SEAL

Description of Saddle Ridge:

Part of the NE 1/4, NW 1/4 end SE 1/4, Section 27, T9N, R11W, Algoma Township, Kent County, Michigan, described as:
 Commencing at the E 1/4 corner of SecUon 27; thence N89°34'42"W 591.70 feet along the East-West 1/4 line of SecUon 27 to the
 Westerly Right-of-Way line of Edgerton Avenue; thence S14°16'34"W 163.45 feet along said Westerly line to the PLACE OF
 BEGINNING of this description; thence S14°16'34"W 63.00 feet along said Westerly line; thence Southwesterly 385.28 feet along
 said Westerly line on a 1482.40 foot radius curve to the left, the chord of which bears S06°49'50"W 38420 feet; thence
 S00°36'55"E 128.91 feet along said Westerly line; thence N89°30'48"W 849.84 feet along the North line of the South 600 feet of
 the NE 1/4 of said SE 1/4; thence S00°41'25"W 90.79 feet along the West line of the NE 1/4 of said SE 1/4; thence N89°26'55"W
 133401 feet along the North line of the South 1839 feet of the SE 1/4, SecUon 27; thence S00°46'07"W 510.72 feet along the
 along the West line of said SE 1/4; thence N89°38'36"W 132873 feet along the South line of the NE 1/4 of the SW 1/4, Section 27;
 thence N00°41'13"E 132982 feet along the West line of the East 1/2 of said SW 1/4 to the E-W 1/4 line, Section 27; thence
 N00°39'52"E 1655.00 feet along the West line of the East 1/2 of the NW 1/4, SecUon 27 to Reference Point "A"; thence
 N00°39'52"E 100 feet, more or less, to the centerline of Rogue River; thence meandering Northeasterly along said centerline to its
 intersection with a line which bears N35°57'43"E from Reference Point "B" (Reference Point "B" is located N79°50'53"E 547.75 feet
 along an intermediate traverse line from aforesaid Reference Point "A"); thence S35°57'43"E 59 feet, more or less, to Reference
 Point "B"; thence S35°67'43"W 8093 feet; thence S84°48'17"E 255.00 feet; thence S38°58'17"E 95.00 feet; thence N70°11'43"E
 592.00 feet; thence N49°30'43"E 433.00 feet; thence N40°49'43"E 120.00 feet; thence N01°49'43"E 309.20 feet; thence
 S89°33'17"E 335.00 feet parallel with the North line of the NE 1/4, SecUon 27; thence S59°30'04"E 273.00 feet; thence
 S58°59'00"E 698.71 feet to a point which bears N89°33'17"W 1331.37 feet along the North line of said NE 1/4 and S00°44'08"W
 604.44 feet along the West line of the East 1/2 of said NE 1/4 from the NE corner of SecUon 27; thence S00°44'08"W 1533.70 feet
 along said West line; thence Southeasterly 202.12 feet along a 283.00 foot radius curve to the right, the chord of which bears
 S51°52'56"E 197.85 feet; thence S31°25'18"E 481.54 feet; thence Southeasterly 216.50 feet along a 280.00 foot radius curve to
 the left, the chord of which bears S53°34'22"E 211.15 feet; thence S75°43'26"E 121.29 feet to the place of beginning. This parcel

contains approximately 198 acres.

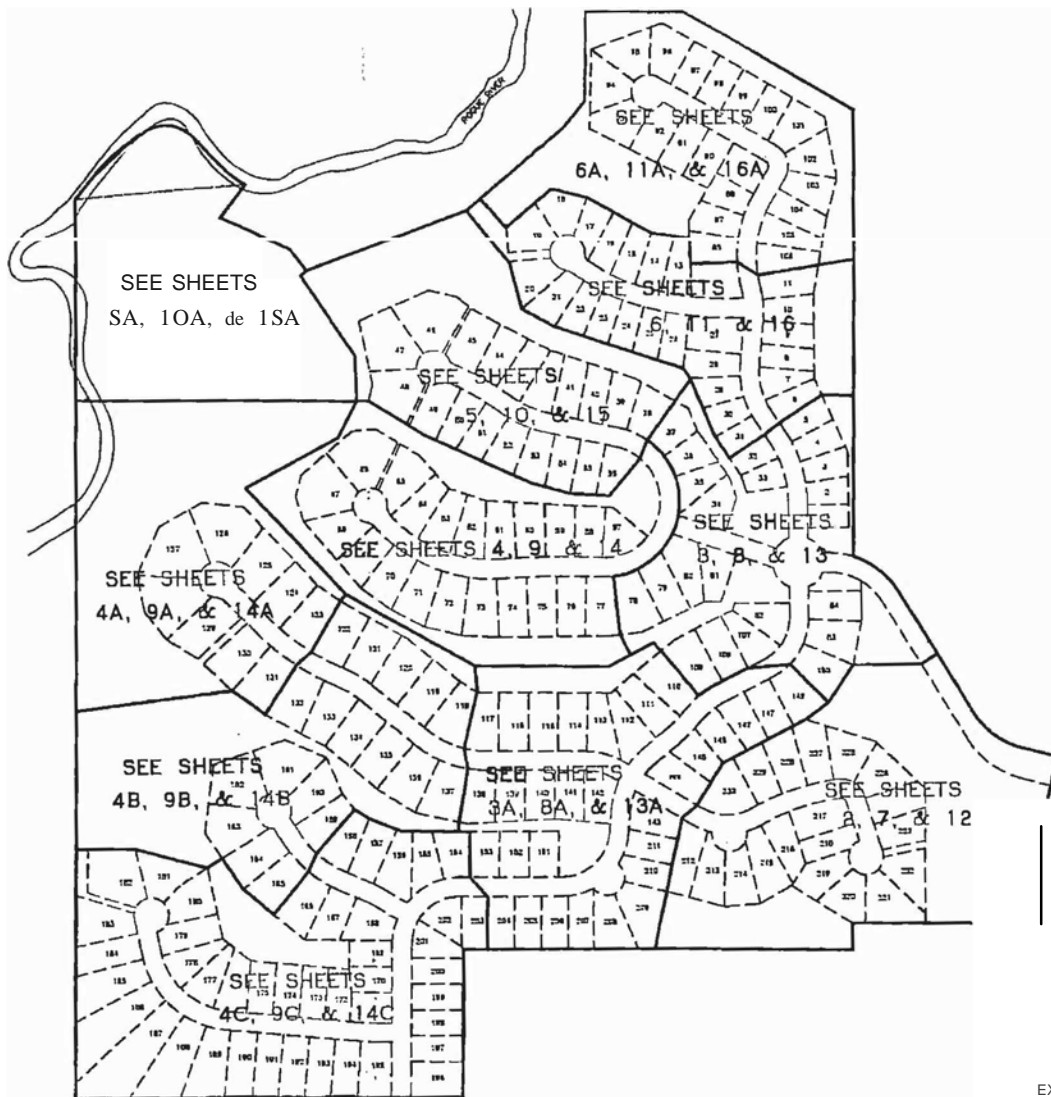


Douglas J. Root

PROPOSED NOV. 11, 2004
 AMENDED JUNE 8, 2007
 AMENDED NOV. 8, 2007
 AMENDED DEC. 15, 2010

SHEET 1

20101228-0108720
Mary Hollingsake P: 9/42 2:38PM
Kent City MI Registr 12/28/2010 SERIAL



ff ea' 1ao'

SCALE: ... - 180'



[Signature]
PROPOSED NOV. 11, 2004
AMENDED JUNE 8, 2007
AMENDED DEC. 15, 2010

**COMPOSITE PLAN
SADDLE RIDGE**

EXCEL ENGINEERING INC. 52.52. CLYDE PARK SW. GRAND RAPIDS MI 49509 SHEET 1A

BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, ZONE 16N, NAD 83. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE MICHIGAN SURVEYING ACT, 1906, AS AMENDED.

- - EXISTING CONCRETE MONUMENT
- - PROPOSED CONCRETE MONUMENT
- - PROPERTY LINE
- - 20' PVT. ESM. FOR DRMAIA-E

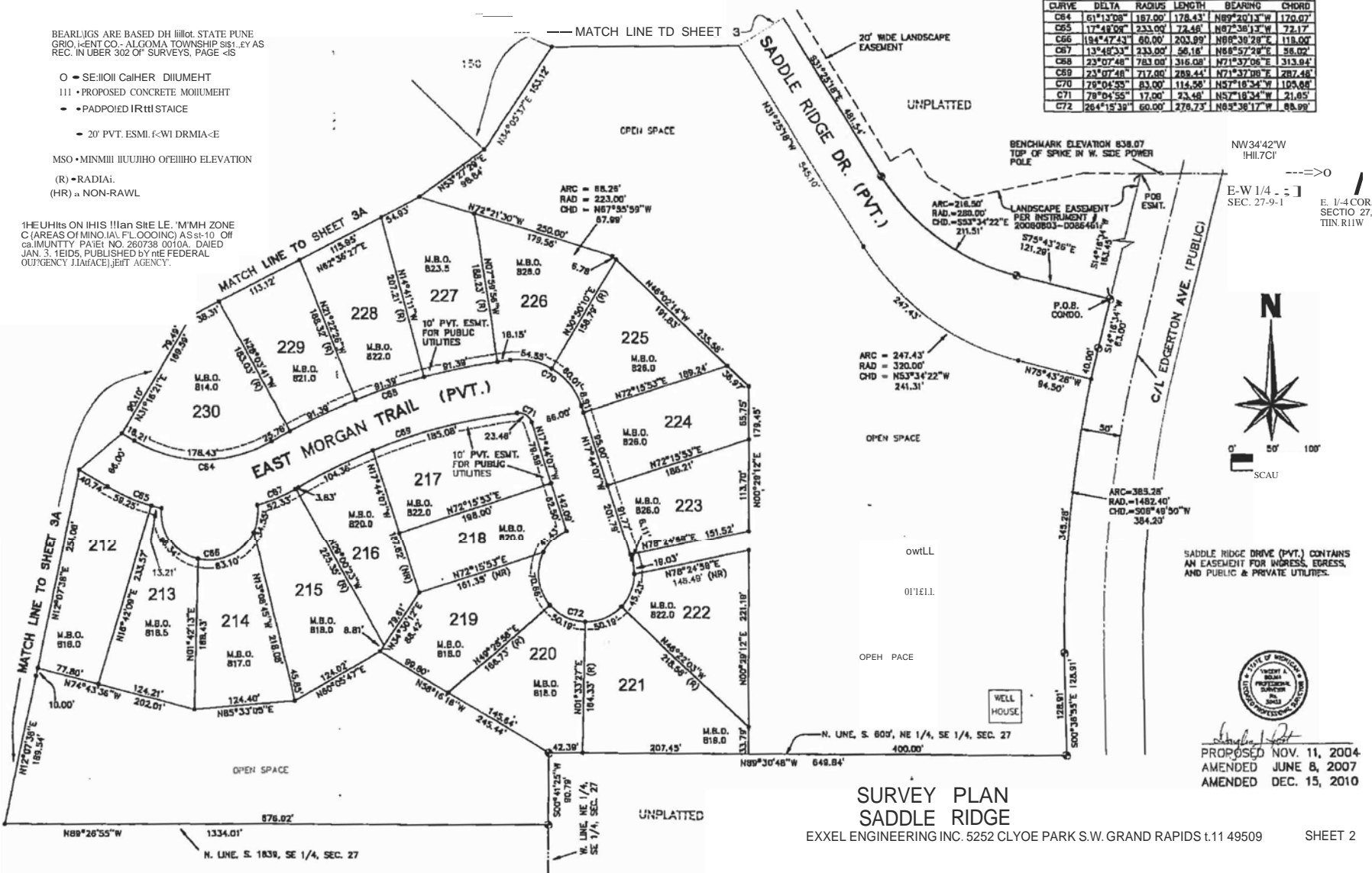
M.S.O. - MINIMUM FINISHED ELEVATION

(R) - RADIAL
(HR) - NON-RADIAL

THE UNITS ON THIS PLAN ARE IN FEET AND DECIMALS THEREOF. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE MICHIGAN SURVEYING ACT, 1906, AS AMENDED. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE MICHIGAN SURVEYING ACT, 1906, AS AMENDED.

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C64	61°13'08"	187.00'	178.43'	N89°26'13"W	170.07'
C65	17°48'08"	233.00'	72.48'	N87°36'13"W	72.17'
C66	184°47'43"	60.00'	203.89'	N88°36'28"E	118.00'
C67	13°48'33"	233.00'	56.18'	N88°57'28"E	56.07'
C68	23°07'48"	783.00'	316.08'	N71°37'06"E	313.94'
C69	23°07'48"	717.00'	288.44'	N71°37'06"E	287.48'
C70	79°04'35"	83.00'	114.58'	N57°16'34"W	109.88'
C71	79°04'55"	17.00'	73.48'	N57°16'34"W	71.85'
C72	26°15'39"	60.00'	279.73'	N83°36'17"W	88.99'

20101228-0108720
Mary Hollinsake P. 9142 2:38PM
Kent City MI Regstr 12/28/2010 SEAL



**SURVEY PLAN
SADDLE RIDGE**

EXCEL ENGINEERING INC. 5252 CLYOE PARK S.W. GRAND RAPIDS MI 49509



PROPOSED NOV. 11, 2004
AMENDED JUNE 8, 2007
AMENDED DEC. 15, 2010



BEARINGS ARE BASED ON

PAC[45

0 + SECTION CENTER MONIQU

Q + PROP05m OONCAM IIOHUMDIT

- + RDN STRAKE

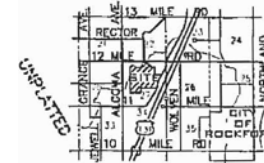
--- 20 PVT. ESMT.FOR DRNNA<E

(R) = RADIAL

(NR) HDN-RAD.AL

0' 0' 100'

SCALE



LOCATION MAP

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	58°34'42"	283.00'	289.34'	N60°47'39"W	278.90'
C2	58°34'42"	217.00'	221.86'	N60°42'39"W	212.32'
C3	46°28'18"	86.00'	72.19'	N45°00'00"W	70.22'
C4	33°18'31"	433.00'	251.72'	N16°39'16"W	248.19'
C5	33°18'31"	387.00'	213.35'	N16°39'16"W	210.36'
C20	35°55'20"	88.00'	58.80'	N50°18'28"E	54.89'
C21	89°24'53"	258.00'	402.63'	N33°18'02"W	383.00'
C37	87°01'07"	258.00'	301.78'	N59°38'49"E	284.87'
C38	56°31'04"	89.00'	87.78'	N38°58'37"W	84.28'
C39	83°12'09"	187.00'	184.72'	N31°36'03"E	175.02'
C40	39°39'48"	233.00'	181.29'	N43°27'18"W	158.09'
C41	48°28'18"	89.00'	72.19'	N43°00'00"E	70.22'
C45	24°07'55"	333.00'	132.87'	N81°10'11"E	134.84'

NOTE: SUNSET AID; OM... (PVT.) AND SADDLE RIDGE DRIVE (PVT.) CONTAIN EASDIEI15 FGR.HGRESS, EGRESS, N) PUBUC: PRIVATE UTILITIES.

20' WIDE LANDSCAPING EASEMENT PER INSTRUMENT #20060803-0086481

THE UNITS ON THIS SHEET SITE LIE WITHIN ZONE C (AREAS OF MINIMAL FLOODING) AS SHOWN ON COMMUNITY PANEL NO. 280738 D010A, DATED JAN. 3, 1985, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.



Robert J. Rof
ROF

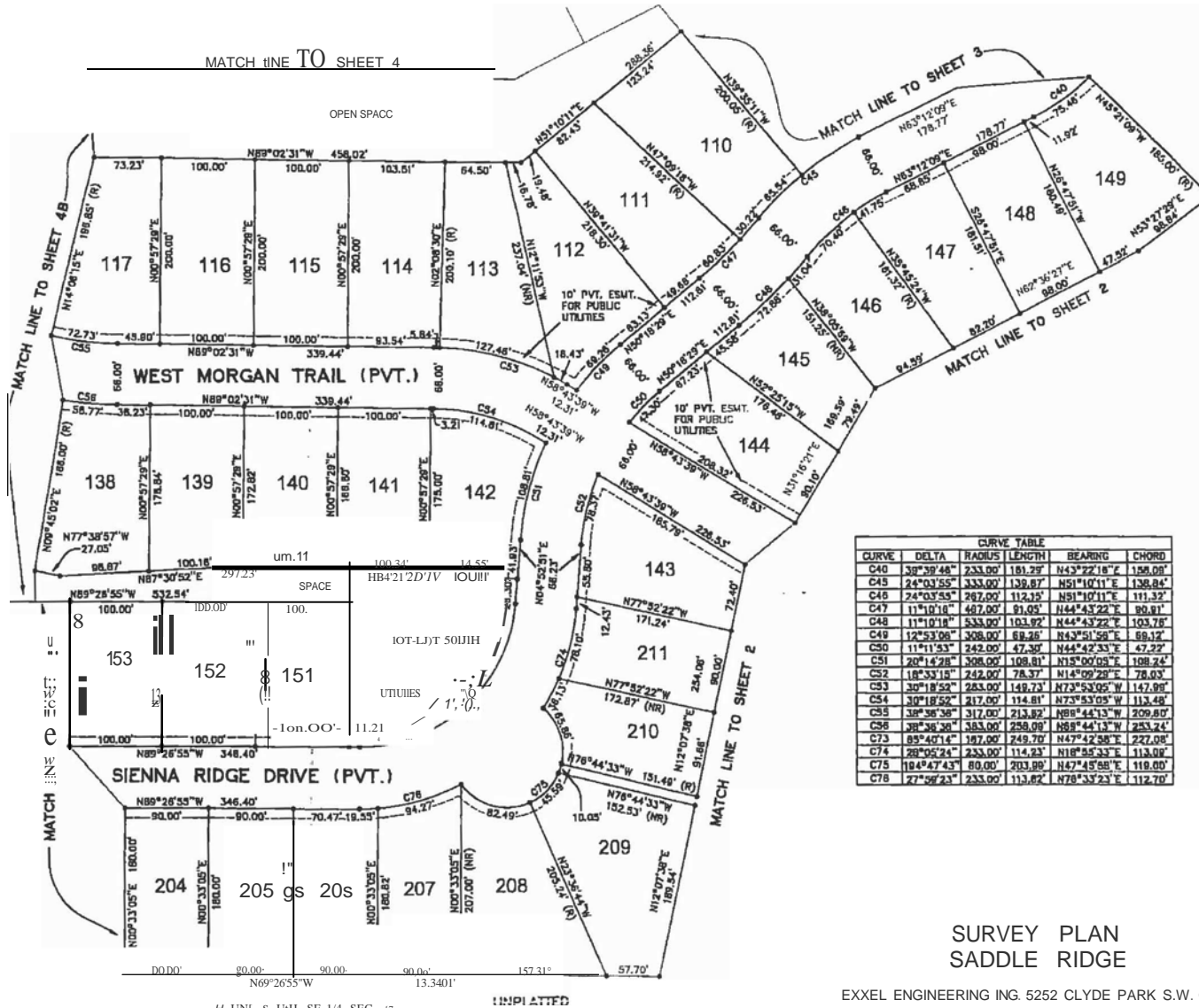
**SURVEY PLAN
SADDLE RIDGE**

EXCEL ENGINEERING INC. 5252. CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 3

20101228-0108720
Mary Hollenback P:10/15/12 2:38PM
Kent County MI Regstr 12/28/2010 SEAL



20101228-0108720
 Mary Hollinsake P:11/42 2:38PM
 Kent City MI Replat 12/28/2010 SERL



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C40	38°39'48"	233.00'	181.29'	N43°22'18"E	156.09'
C45	24°03'55"	333.00'	138.87'	N51°10'11"E	136.84'
C46	24°03'55"	287.00'	112.15'	N51°10'11"E	111.32'
C47	11°10'18"	487.00'	81.05'	N44°43'22"E	80.81'
C48	11°10'18"	533.00'	103.97'	N44°43'22"E	103.75'
C49	12°53'58"	308.00'	89.36'	N43°51'56"E	89.12'
C50	11°11'53"	242.00'	47.35'	N44°42'33"E	47.22'
C51	20°14'28"	308.00'	108.81'	N32°00'05"E	108.24'
C52	18°33'15"	242.00'	78.37'	N45°09'28"E	78.03'
C53	30°18'52"	283.00'	148.73'	N73°53'05"W	147.99'
C54	30°18'52"	217.00'	114.81'	N73°53'05"W	113.48'
C55	38°36'36"	317.00'	213.82'	N88°44'13"W	209.80'
C56	38°36'36"	383.00'	258.09'	N88°44'13"W	253.24'
C73	85°40'14"	187.00'	249.70'	N47°42'58"E	227.08'
C74	28°05'24"	233.00'	114.23'	N18°55'33"E	113.00'
C75	184°47'43"	80.00'	203.00'	N47°45'58"E	118.00'
C78	27°58'23"	233.00'	113.82'	N78°33'23"E	112.70'



- BEARINGS ARE BASED ON CHORD
- STA. PLANE ORIENTED AS SHOWN
- ALCONIA TOWNSHIP SURVEY AS REG. IN SUB 302 OF SURVEYS. PAGE 45
- O = SECTION CORNER MONUMENT
- = PROPOSED CHCIETE J. IDHLmm
- = PROPOSED IRON STAKE
- 2" PVT. ESMT. FO. DRAINAGE
- [R] = RAIIIAL
- (HR) = NON-RAIIIAL

THE UNITS IN THIS SHEET SHALL BE WITHIN ZONE C (AREAS OF MINIMAL FLOODING) AS SHOWN ON COMMUNITY PAMEL HO. 260738 0010A. DAIM JUNI. 3. 1911.1. PUBL. 151E) BY THE FEDERAL EMERGENCY MANAG. AGENCY.

SURVEY PLAN
 SADDLE RIDGE

EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRANO RAPIDS MI 49509 SHEET 3A

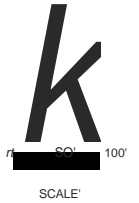
H. UNJ. S. UNH. SE 1/4. SEC. 17

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C21	88°24'55"	258.00'	402.63'	N33°18'02"W	363.00'
C29	171°07'52"	182.00'	573.47'	N07°33'26"E	382.85'
C30	8°37'58"	303.00'	381.08'	N08°18'25"E	350.88'
C31	50°30'28"	467.00'	411.87'	N08°15'20"W	398.47'
C32	48°38'27"	50.00'	39.80'	N20°11'56"W	38.76'
C33	281°42'11"	60.00'	274.05'	N51°15'10"E	80.77'
C34	37°27'10"	59.00'	32.88'	N60°24'21"W	32.10'
C35	31°51'47"	533.00'	482.45'	N82°54'40"W	466.16'
C36	8°37'58"	2887.00'	343.44'	N88°18'25"E	343.29'
C37	87°01'07"	298.00'	301.78'	N58°38'49"E	284.87'

BEARINGS ARE BASED ON UICH STATE PLANE GRID, KENT COUNTY AUGUSTA CMB'SHIP SURVEY AS RES. TH UBER 302 CF SURVEIS, PAGE 45

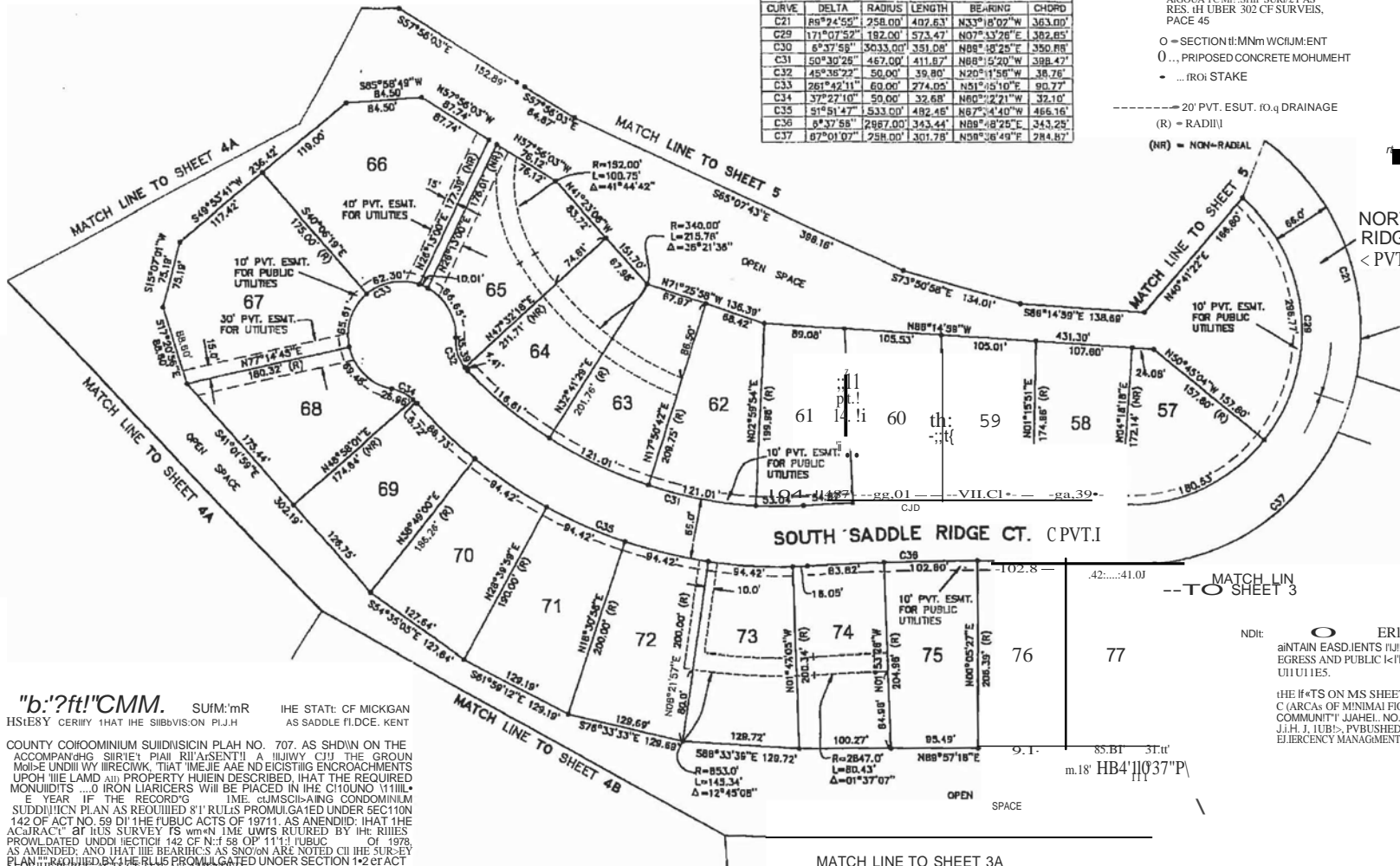
O = SECTION II: MNM WCOLU:MENT
 O ... PRIPOSED CONCRETE MOHUMENT
 • ... IRO: STAKE

----- 20' PVT. ESMT. FO: q DRAINAGE
 (R) = RADII
 (NR) = NON-RADIAL



NORTH SADDLE RIDGE CT. < PVT.)

MATCH LINE TO SHEET 3



SOUTH SADDLE RIDGE CT. C.PVT.I

20101228-0108720
 Gary Hollenrake P:12/42 2:38PM
 Kent Only MI Regs tr:12/28/2010 SEAL

"b:~?ft!"CMM. SUFF:mR THE STAT: CF MICKGAN
 HIS:ESY CERIFY THAT THE SIBBVIS:ON PL:JH AS SADDLE RIDGE, KENT
 COUNTY COI:OMINIUM SUIDINISICN PLAH NO. 707. AS SHD'N ON THE
 ACCOMPAN:G SIRIE'N PIAI RI:ASSENT'N I:IIUJY CIJ THE GROUND
 MOI-E UNDI:WY IIREC:WK, THAT I:ME:JE AAE NO EICIS:IIIG ENCROACHMENTS
 UPOH I:IE LAND AN: PROPERTY HUIEN DESCRIBED, THAT THE REQUIRED
 MONUIIDTS ...O IRON I:ARICERS Will BE PLACED IN I:IE CHOUNO YI:IIIL
 E YEAR IF THE RECORD'G I:ME. C:JMSCI-AING CONDOMINIUM
 SUDDI:IIICN PLAN AS REQU:IED 8'1' RULS PROMULGA:IED UNDER SEC:ION
 142 OF ACT NO. 59 DI:IE PUBIC ACTS OF 1971. AS AMEN:ID: I:HAT THE
 AC:URACY OF I:IS SURVEY IS WITH:IN I:IE UNRS RUIRED BY I:IE RUILES
 P:OWLDATED UNDI: I:ECTIC: 142 CF N:1 58 OP' 11'1'1' PUBIC OF 1978,
 AS AMEN:ED, ANO THAT I:IE BEAR:HS AS SHO:ON ARE NOTED CI:IE SURVEY
 51-ON I:IE P:O:LE:TS OF I:IS CR:AMEN:ED

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 Jvt:jif-
 000111 P:UJY L:1.s.1+11"
 I:XXE:U:GINEU:INC.
 52:12 CLY:OE PARK S.W.
 GRANO RAPIDS MI. 49:09

MATCH LINE TO SHEET 3A

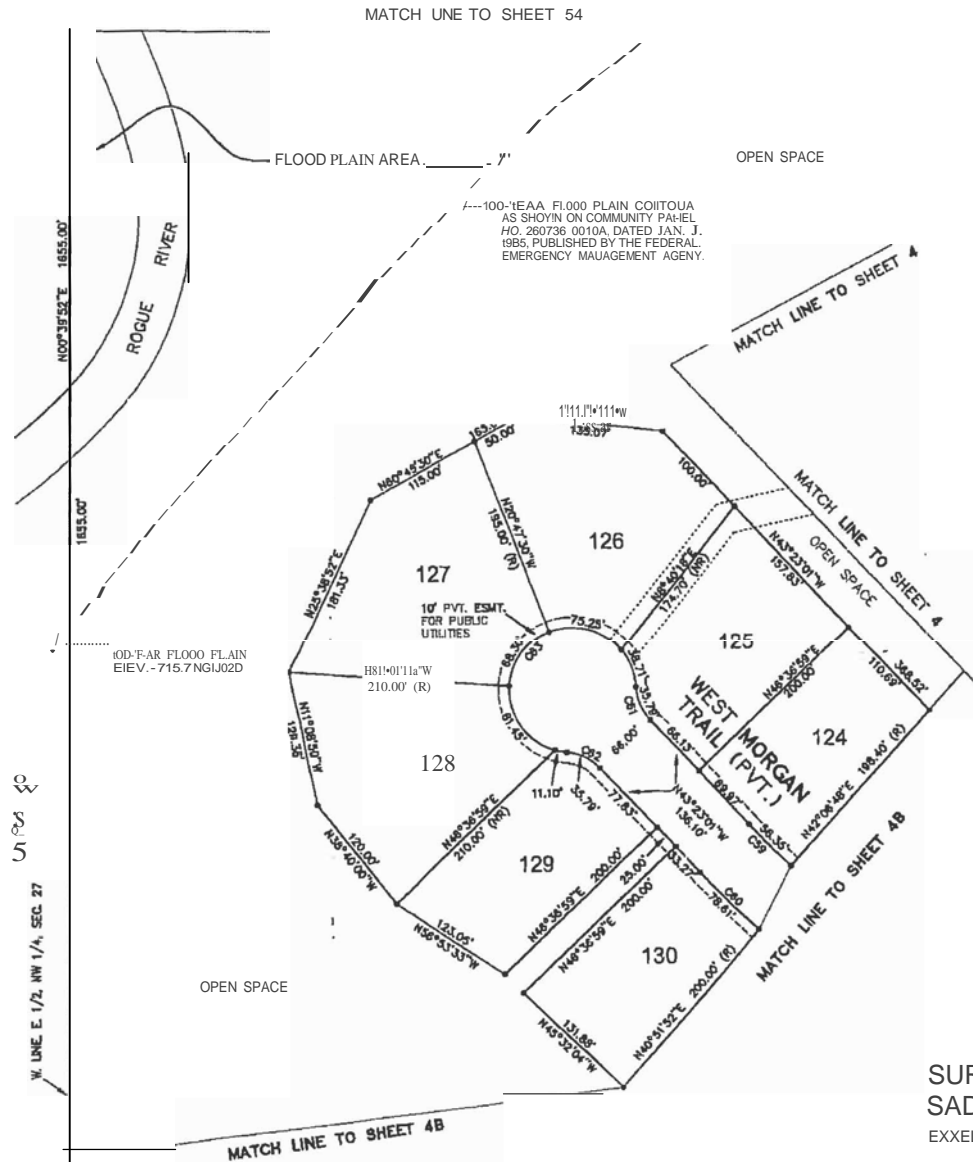
SURVEY PLAN
 SADDLE RIDGE

EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 4

V. 11, 2004
 AMENDED JUNE 8, 2007
 AMENDED DEC. 15, 2010



20101228-0108720
 Gary Hollenrake P: 131/42 2:38PM
 Kent City MI Registr 12/28/2010 SEAL



MATCH LINE TO SHEET 54

FLOOD PLAIN AREA

OPEN SPACE

100' E.A.A. FLOOD PLAIN COITOUJA
 AS SHOWN ON COMMUNITY PANEL
 HO. 260736 0010A, DATED JAN. J.
 1985, PUBLISHED BY THE FEDERAL
 EMERGENCY MANAGEMENT AGENCY.



BEARINGS ARE IN THE NAD 83 DATUM
 STATE PLANE GRID, KENT CO -
 ALGOMA TRIMSH-SURVEY AS
 AE6, IN UTM 302 OF SURVEYS,
 PAGE 45

- SECTION CINDER MEASURED
- III - PILE/OSOLE ANCRETE LIONUEHT
- - PROPOSED IRON STAKE
- 20' PVT. ESMT. FOR DRAINAGE
- (R) - R.M.J.T.
- (IIR) - NON-RADIAL

THE UNITS OF THIS SET ARE IN METRIC ZONE
 C (AREAS OF MINIMAL ROUNDING) AS SHOWN ON
 COMMUNITY PANEL HO. 260736 DD10A, DATED
 JAN. J. 1985, PUBLISHED BY THE FIDER.J.
 EMERGENCY MANAGEMENT AGENCY.

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C58	22°44'25"	717.00'	284.57'	N54°45'14"W	282.21'
C60	22°44'25"	783.00'	310.77'	N56°45'14"W	308.73'
C61	41°00'52"	50.00'	35.78'	N22°57'38"W	35.03'
C62	41°00'52"	50.00'	35.78'	N83°53'27"W	35.03'
C63	262°23'12"	50.00'	274.81'	N48°48'53"E	80.28'



Gary Hollenrake
 PROPOSED DEC. 15, 2010

SURVEY PLAN AND FLOOD PLAN SADDLE RIDGE

EXCEL ENGINEERING INC. 5252 CLYOE PARK S.W. GRAND RAPIDS MI 49509 SHEET 4A

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C35	38°36'36"	317.00'	213.82'	N89°44'13"W	209.80'
C36	38°36'36"	383.00'	258.09'	N89°44'13"W	253.74'
C37	18°41'32"	433.00'	118.59'	N58°18'40"W	116.22'
C38	18°41'32"	387.00'	109.91'	N58°18'40"W	100.20'
C39	22°44'25"	717.00'	284.57'	N54°45'14"W	282.71'
C40	22°44'25"	783.00'	310.77'	N54°45'14"W	308.73'
C42	34°44'48"	387.00'	222.57'	N48°55'01"W	218.17'
C43	34°44'48"	433.00'	282.99'	N48°55'01"W	288.99'
C44	41°00'52"	50.00'	35.79'	N12°07'10"W	35.03'
C45	41°00'52"	50.00'	35.79'	N33°03'02"W	35.03'
C46	282°01'43"	60.00'	274.40'	N57°27'24"E	80.95'



UNPLATTED
 W. LINE, E. 1/2, SW 1/4, SEC. 27
 T42N R10E
 1328.82'
 829.03'

UNPLATTED

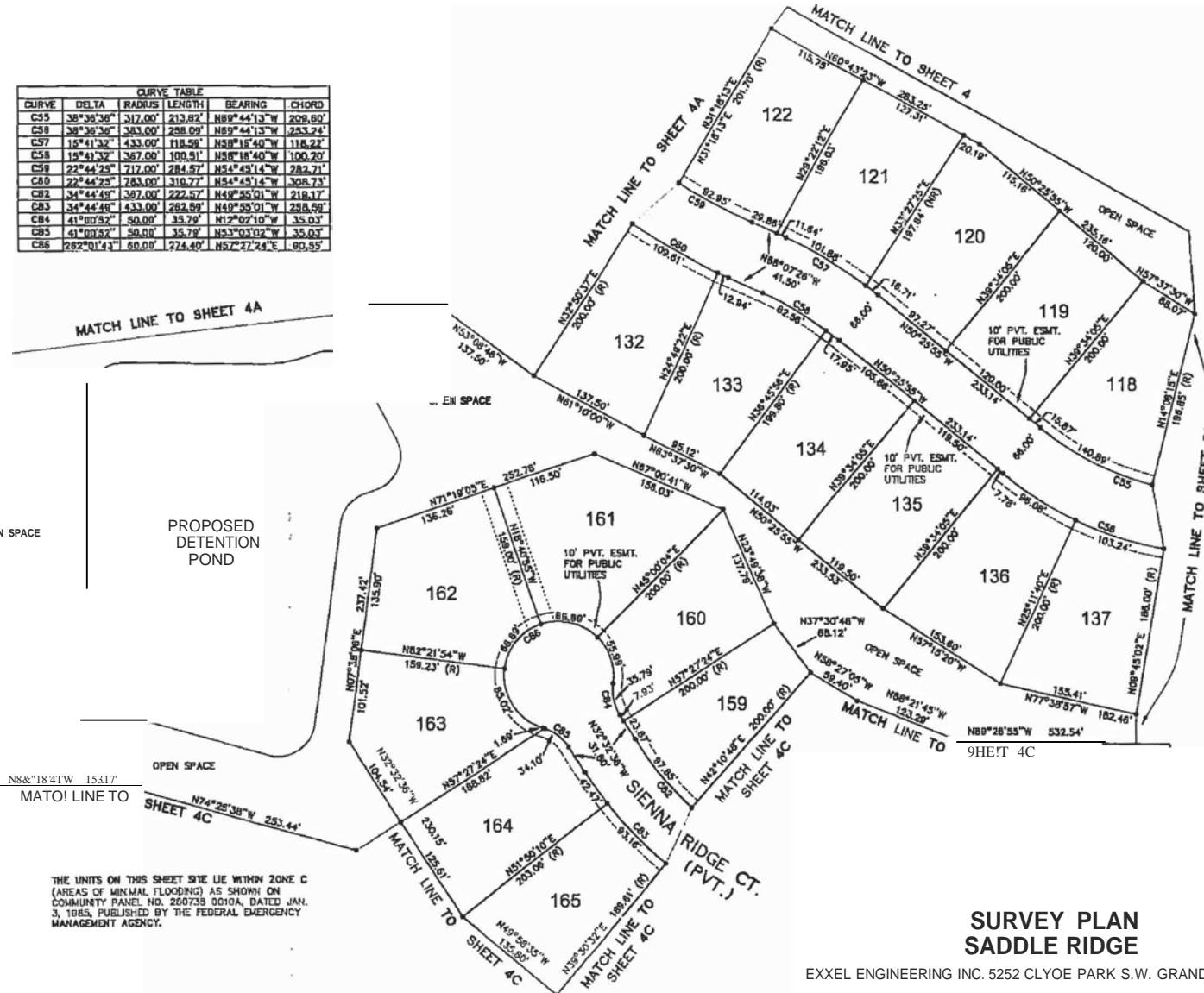
1328.82'
 829.03'

OPEN SPACE

PROPOSED DETENTION POND

N8°18'44"W 153.17'
 MATCH LINE TO SHEET 4C

THE UNITS ON THIS SHEET ARE WITHIN ZONE C (AREAS OF MINIMAL FLOODING) AS SHOWN ON COMMUNITY PANEL NO. 260738 0010A, DATED JAN. 3, 1985, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.



- SEAA11IGS AR1 BAS() D< MICH. STATE PLANE GRID, KENT CO.-41.CO.IA ID" MISHIP SURVEY AS EB. IN USER IO' CF SURVEYS, PAGE 15
- • SECTION CORNER MDMNDIT
- • I10P05m CONCRETE MHHUMET
- • PROPOSED IRON STAKE
- = 20' PVT. ESMT. FOR DRAINAGE
- (R) • RADIAL
- (HR) • HCH-RMIAL



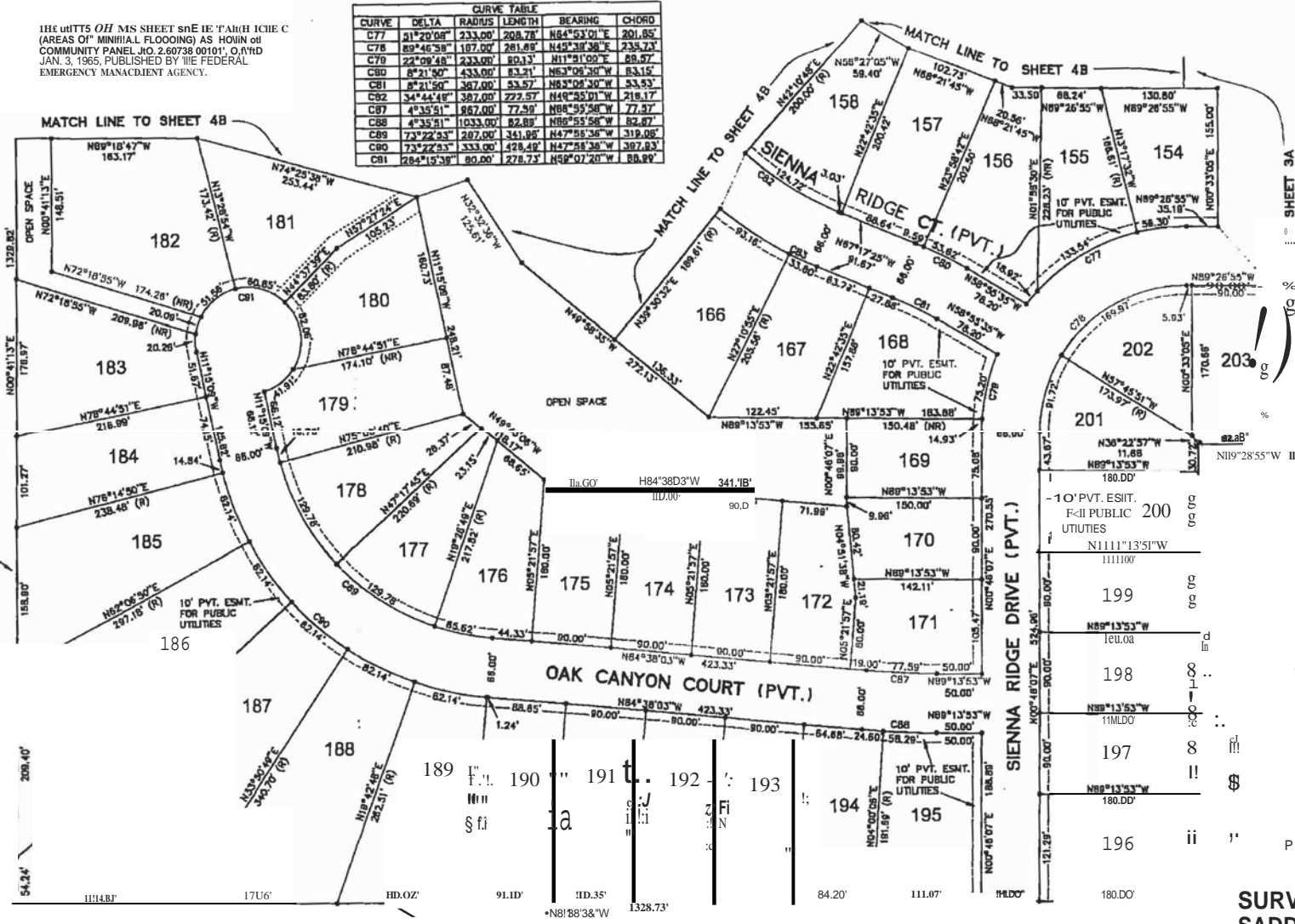
PROPOSED DEC. 15, 2010

**SURVEY PLAN
 SADDLE RIDGE**

THE UNITS OF THIS SHEET ARE IN FEET AND DECIMALS THEREOF (AREAS OF MINOR FLOORING) AS SHOWN ON COMMUNITY PANEL NO. 2-69738-00101, C-117D JAN. 3, 1965, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C77	31°20'00"	233.00'	208.78'	N84°53'01"E	201.85'
C78	89°46'58"	187.00'	281.89'	N49°38'38"E	238.73'
C79	22°09'48"	233.00'	80.13'	N11°21'02"E	88.57'
C80	8°21'50"	433.00'	83.21'	N83°08'30"W	83.15'
C81	8°21'50"	387.00'	53.57'	N83°08'30"W	53.53'
C82	34°44'48"	387.00'	272.57'	N49°32'01"W	218.17'
C87	4°35'51"	867.00'	77.59'	N84°55'58"W	77.37'
C88	4°35'51"	1033.00'	82.88'	N88°55'58"W	82.87'
C89	73°22'53"	287.00'	341.88'	N47°55'38"W	319.08'
C90	73°22'53"	333.00'	478.48'	N47°55'38"W	397.83'
C91	284°15'39"	80.00'	278.73'	N99°07'28"W	88.89'

20101228-0108720
 Mary Hollinrake P. 15/12 2:48PM
 Kent Only N. REG. 12/28/2010 SEAL



ii 50' 100'

- HEARINGS BASED ON WHICH STATE PLATTE GRID, KENT COUNTY, OHIO, DIVISION SURVEYING, REG. IN UNDER ID OF SURVEYS, PAGE 1.
- a SECTION CORNER MONUMENT
- o PROPOSED CDHCRITE MONUMENT
- PROPOSED IRON STAKE
- 20' PVT. ESMT. FOR DRAINAGE
- (R) o RADIAL
- (NA) o ND o RADIAL



P 5 DEC. 15. 2010

**SURVEY PLAN
 SADDLE RIDGE**

t.n:PLATTEO

S. UHL HE 1/4, SW 1/4, SEC. V

EXCEL ENGINEERING NC, 5252 CHIEF PARK S.W. GRAND RAPIDS MI 49509 SHEET 4C

20101228-0108720
 Gary Hollimanake P:16/42 2:38PM
 Kent City MI Registr:12/28/2010 SEAL

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C21	89°24'58"	258.00'	492.83'	N33°18'02"W	363.00'
C42	25°52'41"	387.00'	185.78'	N85°04'08"W	164.35'
C23	15°04'41"	783.00'	208.08'	N59°40'09"W	205.48'
C24	38°27'57"	50.00'	33.57'	N47°58'31"W	32.84'
C25	281°52'31"	80.00'	274.24'	N20°19'12"E	80.89'
C26	44°01'31"	50.00'	38.42'	N88°36'18"W	37.48'
C27	14°27'44"	717.00'	180.88'	N28°21'41"W	180.50'
C28	25°52'41"	433.00'	185.57'	N85°04'08"W	183.81'
C29	171°07'52"	182.00'	373.42'	N07°53'28"E	382.83'



SEARCHES ARE BASED ON THE STATE PLANE GRID, KENT COUNTY, MICHIGAN TO THE SURVEY AS SHOWN ON SHEET 502 OF SUBDIVISION PAGE 45

- 0 - SECTION CORNER MONUMENT
- (O) - PROPOSED CURVE CENTER MONUMENT
- (T) - TYPICAL

- 20' F.V.T. ESMT. FOR DRNAGE

1/1000 = MILLI
 (A) = RADIAL
 (R) = HOH-RADIAL

0' 50' 100'
 SCALE

NOTE: NORTH SADDLE RIDGE COURT (PVT.) CONTAINS EASEMENTS FOR INGRESS, EGRESS AND PUBLIC UTILITIES.

THE LIMITS ON THIS SHEET SITE ARE WITHIN ZONE C (AREAS OF MINIMAL FLOODING) AS SHOWN ON COMMUNITY PANEL NO. 280735 0010A, DATED JAN. 3, 1983, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

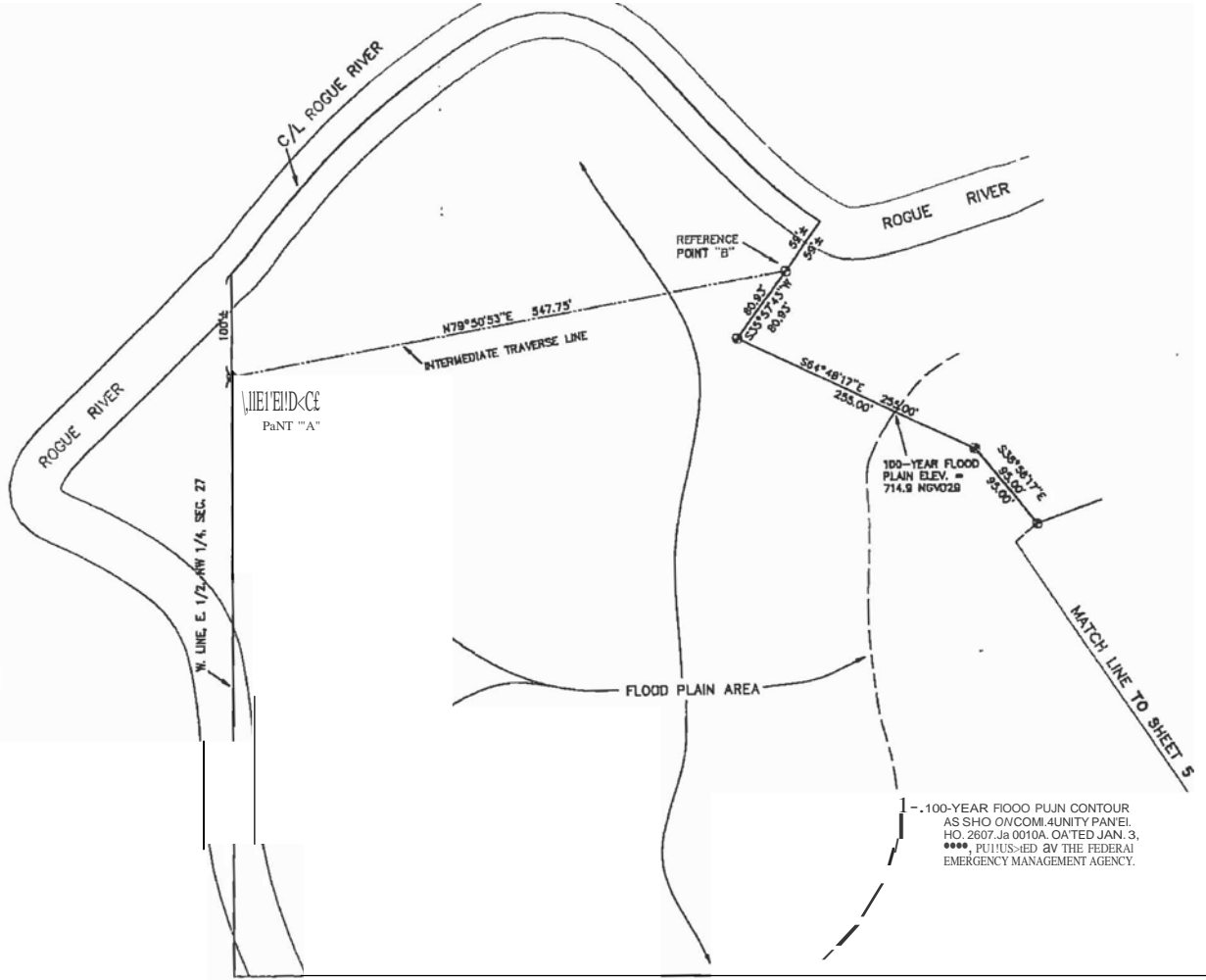


PROPOSED NOV. 11, 2004
 AMENDED JUNE 8, 2007
 AMENDED DEC. 15, 2010

**SURVEY PLAN
 SADDLE RIDGE**



20101228-0108720
 Mary Hall, State P: 17742 2:38PM
 Kent City MI Registrar 12/28/2010 SEAL



MATCH LINE TO SHEET 4A

N

0' 50' 100'

SCALE

BE: JaH65 AAE BASED ON MAI
 STATE PLANE CRUI, KENT CO.
 ALCDJA 101106SHUP SUVEY AS
 REL IN UAN ID2 OF SURVEYS,
 PAGE 5

D • SECIKIIF CORHER MONUUDIT
 III • PRI-PDSEII CGICREIE MiliJMOTT

• -PROPOSED STAKE

100-YEAR FLOOD PLAIN CONTOUR
 AS SHOWN ON COMMUNITY PANEL
 HQ. 2607.Ja 0010A. DATED JAN. 3,
 ***** PUBLISHED BY THE FEDERAL
 EMERGENCY MANAGEMENT AGENCY.



Douglas A. Burt
 PROPOSED DEC. 15, 2010

SURVEY PLAN AND FLOOD PLAIN PLAN SADDLE RIDGE

EXXEL ENGINEERING INC. 5252 CLYDE PARK SW. GRAND RAPIDS MI 49509 SHEET SA

L: NPLATIEC

EASEMENT TO CONSUMERS
POWER COMPANY PER
LIBER 1893, PAGE 918

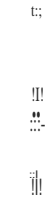


CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C8	39°09'18"	309.00'	210.48'	N13°43'52"W	209.41'
C7	39°09'18"	242.00'	169.36'	N13°43'52"W	182.18'
C9	19°21'08"	433.00'	149.25'	N83°49'48"W	145.58'
C9	3°11'05"	387.00'	70.40'	N84°16'16"W	70.40'
C10	5°50'55"	387.00'	37.47'	N10°34'51"W	37.45'
C11	11°41'59"	433.00'	88.42'	N07°39'21"W	88.28'
C12	4°22'38"	387.00'	28.03'	N11°18'02"W	28.03'
C13	28°48'28"	887.00'	488.20'	N78°05'35"W	481.10'
C14	28°48'28"	1033.00'	518.38'	N78°05'35"W	513.83'
C15	17°36'09"	283.00'	86.84'	N54°53'18"W	86.60'
C16	11°37'34"	217.00'	44.03'	N57°52'34"W	43.98'
C17	52°17'51"	50.00'	45.57'	N28°57'21"W	44.01'
C18	34°26'35"	90.00'	79.97'	N63°19'29"W	79.52'
C19	260°34'51"	60.00'	272.88'	N48°21'38"E	81.93'

INGS ARE: BASBJ OI MICH.
STATE PLANE CIUD, I-ENT CO.,
AL: OLIA TIVINSHIP SUJAI
REC. JN UBER JOZ EF SURVEYS,
PAGE 49
• SECTION COAHER MOI OI UMENT
PROPOSU: t: CIK am: TE MCWUHEMT
• IRON STAKE
○ 20' PVT. ESU. T. FOA DRAINAGE
MBD • MINIMUM BUING OPENING D.EVA110N



THE UM115 QI NUS SHEET 511 (LIE MIHIN ZONE
C (ARS CF MINIMAL FIOODING) J.S. SHOVIN ON
COMMUNITY PANO. NO. 210739 0010A, DATED
JAN. J. 1988, PUBLISHED BY THE FEDERAL
OBERGENTY MAJACEMENT



UNPLATI"ED

Note: SUNSET RIDGE COURT (PVT.), AHO
SUNSET RIDGE 0011E (PVT.)
CXUMINN EASUMENTS FOR INGRESS,
IGRESS ANO PUOUO A: PRIVAIE UTILITIES.



PROPOSED NOV. 11, 2004
AMENDED JUNE 8, 2007
AMENDED DEC. 15, 2010

**SURVEY PLAN
SADDLE RIDGE**

20101228-0108720
Mary Hall Inlake P: 18742 2: 38PM
Kent Only MI Regstr 12/28/2010 SEAL

20101228-0108720
 Mary Hollinrake P-19/42 2:38PM
 Kent Only MI Regstr 12/28/2010 SEAL



CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C11	11°41'59"	433.00'	88.42'	N07°30'21"W	88.26'
C12	4°24'38"	387.00'	28.03'	N11°18'02"W	28.03'
C42	80°00'00"	17.00'	28.70'	N14°30'17"W	24.04'
C43	80°00'00"	83.00'	130.38'	N14°30'17"W	117.36'
C44	264°15'38"	80.00'	278.73'	N11°38'05"W	88.89'



HE CDR.
 stClloN 27.
 TlUt R11W
 U31.37'
 N8V**7**W

N. LINE. NE 1/4. SEC. 27

- BEARINGS ARE BASED DH MICH. STATE PLANE GRID, KENT CO. ALCOMA TOWNSHIP SURVEY 115 REC. IN UICR 302 OF SUAVEYS, PAGE 45
- = SICTDN CM'HER MONUMDIT
- ic PROPOSED ctliatE11: MCIUMENT
- = IRON STAKE
- 0' PVT. Est. It. FCM DRAINAGE:
- MBO... MINDAJM BUIL.DHG OPEKIHG n.EVA110N
- (R) = RADIAT
- (NR) = NON-RADIAT

11 < E UNITS ON THIS SHEET snt: Ue MTHIM ZOIic C (AAEAS OF J4 1HUAL FIOODING) AS SHO Qr CDMMU1'Y PA... EI NO. 260738 OD10A, OAIED J.JUL 3, Ieas. PUBLISHED BY THE FEDERAL EUERGENCY JAANacc...MENT AGENCY.

SUNSET RIDGE DRI (PVT) CONTAINS EASOENS IDR IIGREIS, EGRESH' AHO PUBLIC. ic PRIVATr U11UTES.



PROPOSED NOV. 11, 2004
 AMENDED JUNE 8, 2007
 AMENDED DEC. 15, 2010

UNIT NO.	MBO.	UNIT NO.	MBO
110	751.0	100	747.5
93	747.D	102	710.0
92	737.D	101	710.0
91	743.D	103	752.0
90	737.D	104	7111.0
89	717.D	105	7156.D
88	738.0	106	706.0
87	747.D		

SURVEY PLAN
 SADDLE RIDGE

COORDINATE ORIGIN IS ARBITRARY
 D SECTION DIMENSION ELEMENT
 C • PROPOSED MONUMENT
 - - - STAKE

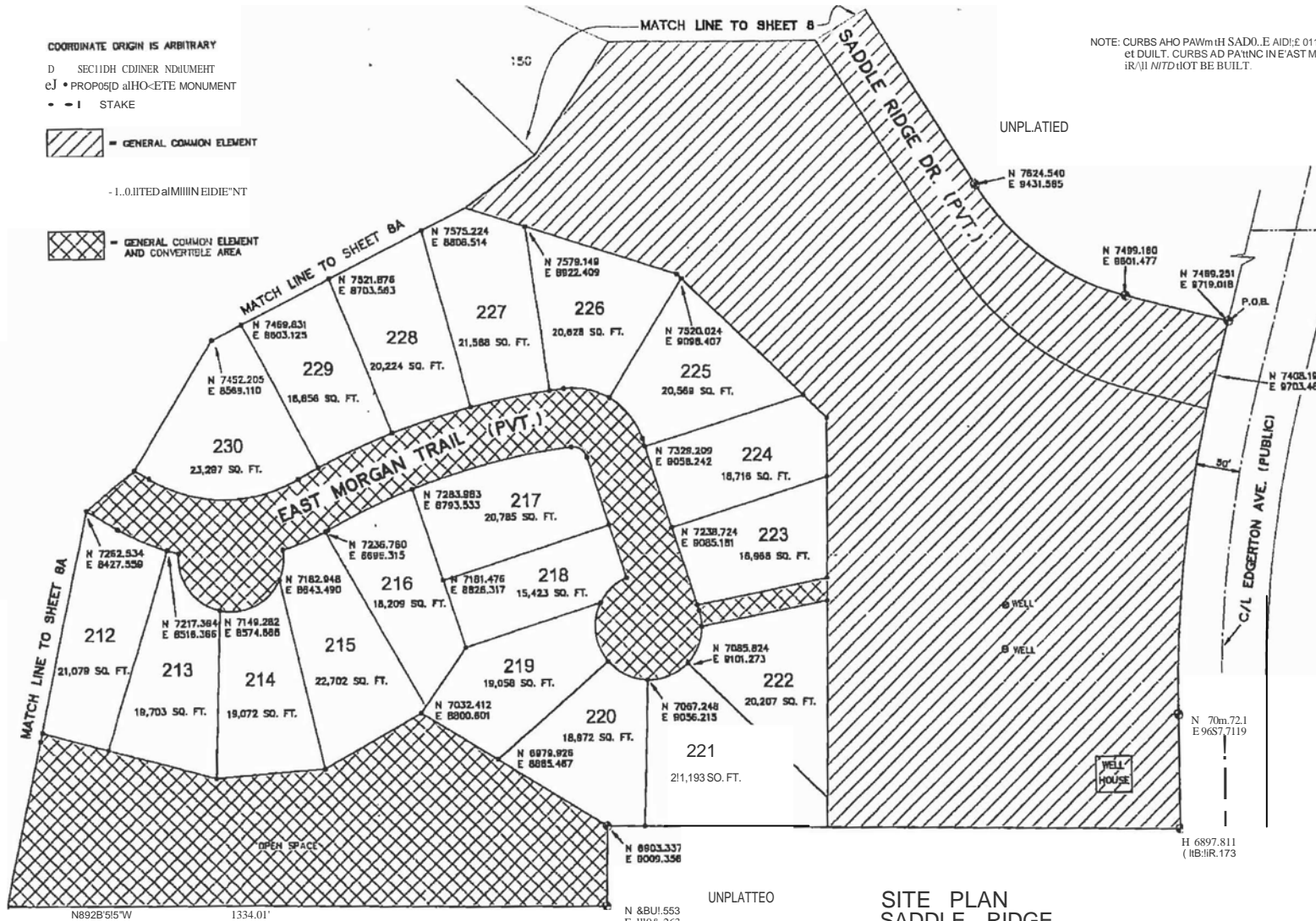
 GENERAL COMMON ELEMENT

- - - - - UNPLATTED

 GENERAL COMMON ELEMENT AND CONVERTIBLE AREA

NOTE: CURBS AND PAWMSH SADDLE RIDGE MUST BE BUILT. CURBS AND PAWMSH IN EAST MORGAN TRAIL WILL NOT BE BUILT.

20101228-0108720
 Mary Hollingsworth P:20/42 2:38PM
 Kent City MI. Re: 12/28/2010 SEAL



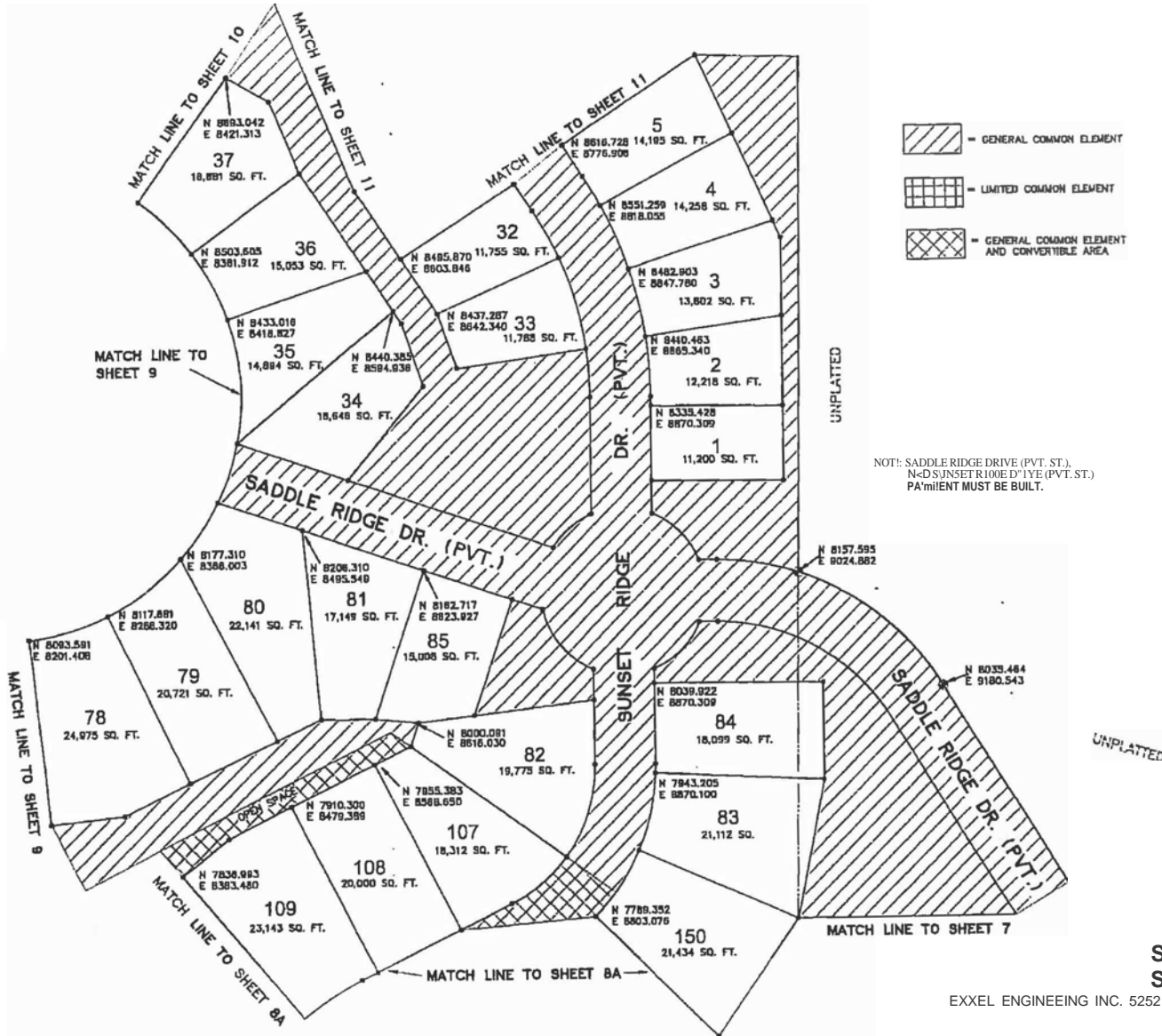
E-W 1/4 UNE, Sec. 21
 E. 1/4 cm. SECTION 'D', TDH, R/W






PROPOSED NOV. 11, 2004
 AMENDED JUNE 8, 2007
 AMENDED DEC. 15, 2010

SITE PLAN
 SADDLE RIDGE
 EXXEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 7

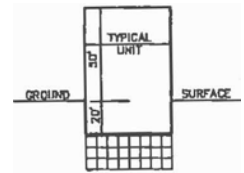
20101228-0108720
 Mary McIlwain P: 21/42 2:38PM
 Kent City MI Regstr 12/28/2010 SEFL



-  - GENERAL COMMON ELEMENT
-  - LIMITED COMMON ELEMENT
-  - GENERAL COMMON ELEMENT AND CONVERTIBLE AREA

COORDINATE CRON IS J.ABBRAIRI
 0''' SECTION CORNER IIDNUMDH
 QI • POIIPOSDI a>llalEIE MoHJNVIT
 - w rRaN STAKE
 0' 10' 100'
 SCALE

NOT: SADDLE RIDGE DRIVE (PVT. ST.)
 N-D SUNSET RIDGE DRIVE (PVT. ST.)
 PA'ILIENT MUST BE BUILT.



CROSS SECHIOH 111111 "NIT:AL UNIT

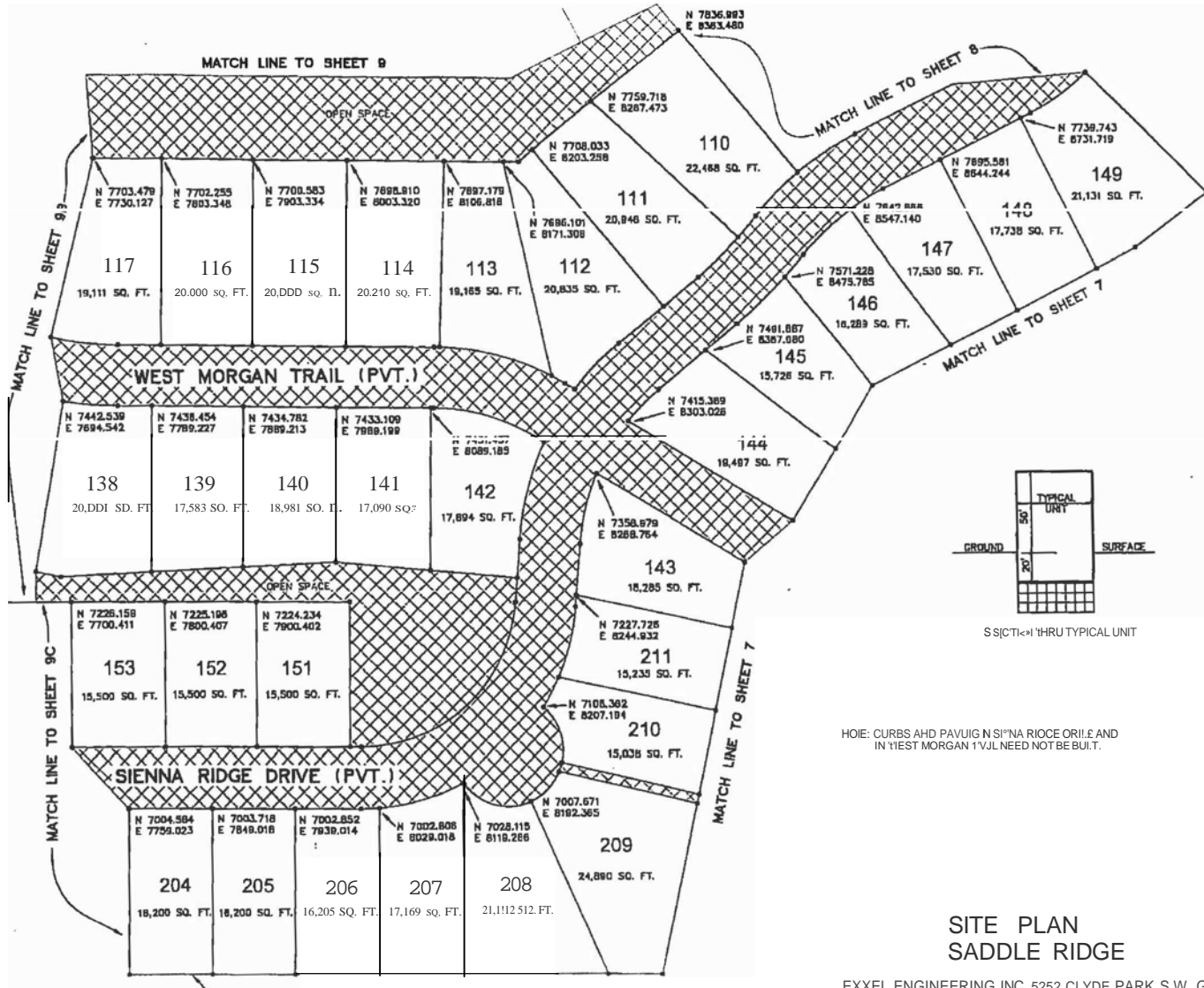
UNPLATTED



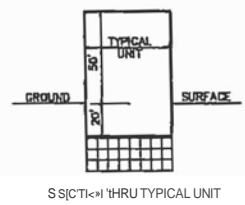
John H. H.
 PROPOSED NOV. 11, 2004
 AMENDED JUNE 8, 2007
 AMENDED NOV. 8, 2007
 AMENDED DEC. 15, 2010

**SITE PLAN
 SADDLE RIDGE**

20101228-0108720
 Mary Hollingsworth P-22/42 2:36PM
 Kent Only RL Reg'd 12/28/2010 SERIAL



- CODING: ORIGIN: 15 AAerr: RARY
- 5/10/10H COLLIER MOHIMOO
 - P10PDS61 CONC: RETE MONUMENT
 - ○ IRON STAKE
- ▨ = GENERAL COMMON ELEMENT
- UUITB> COUMDN D.EMEHT
- ▩ = GENERAL COMMON ELEMENT AND CONVERTIBLE AREA



NOTE: CURBS AND PAVING IN SIENNA RIDGE DRIVE AND IN WEST MORGAN TRAIL NEED NOT BE BUILT.

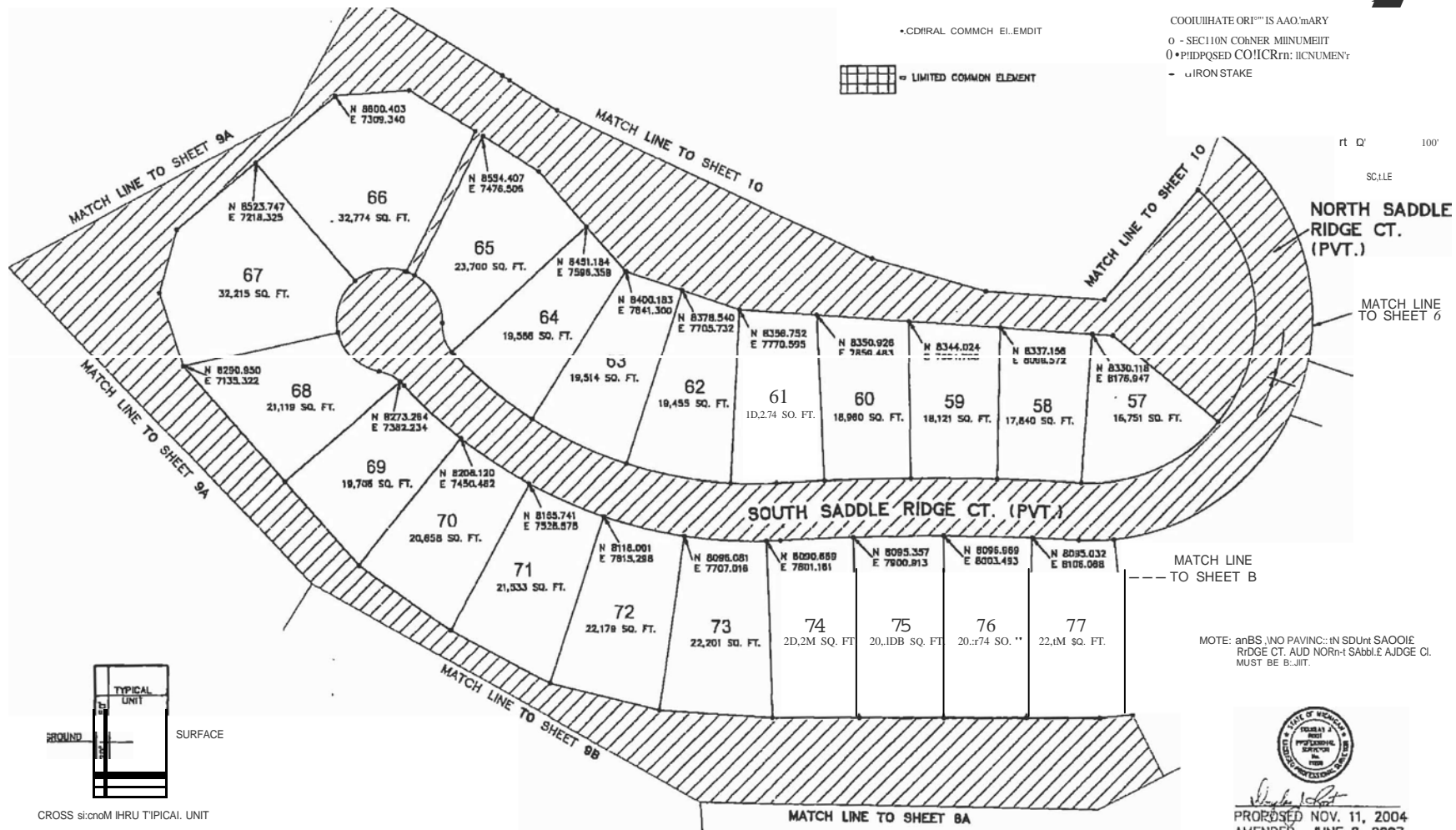


J.D. DEC. 15, 2010

**SITE PLAN
 SADDLE RIDGE**

EXXEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET BA

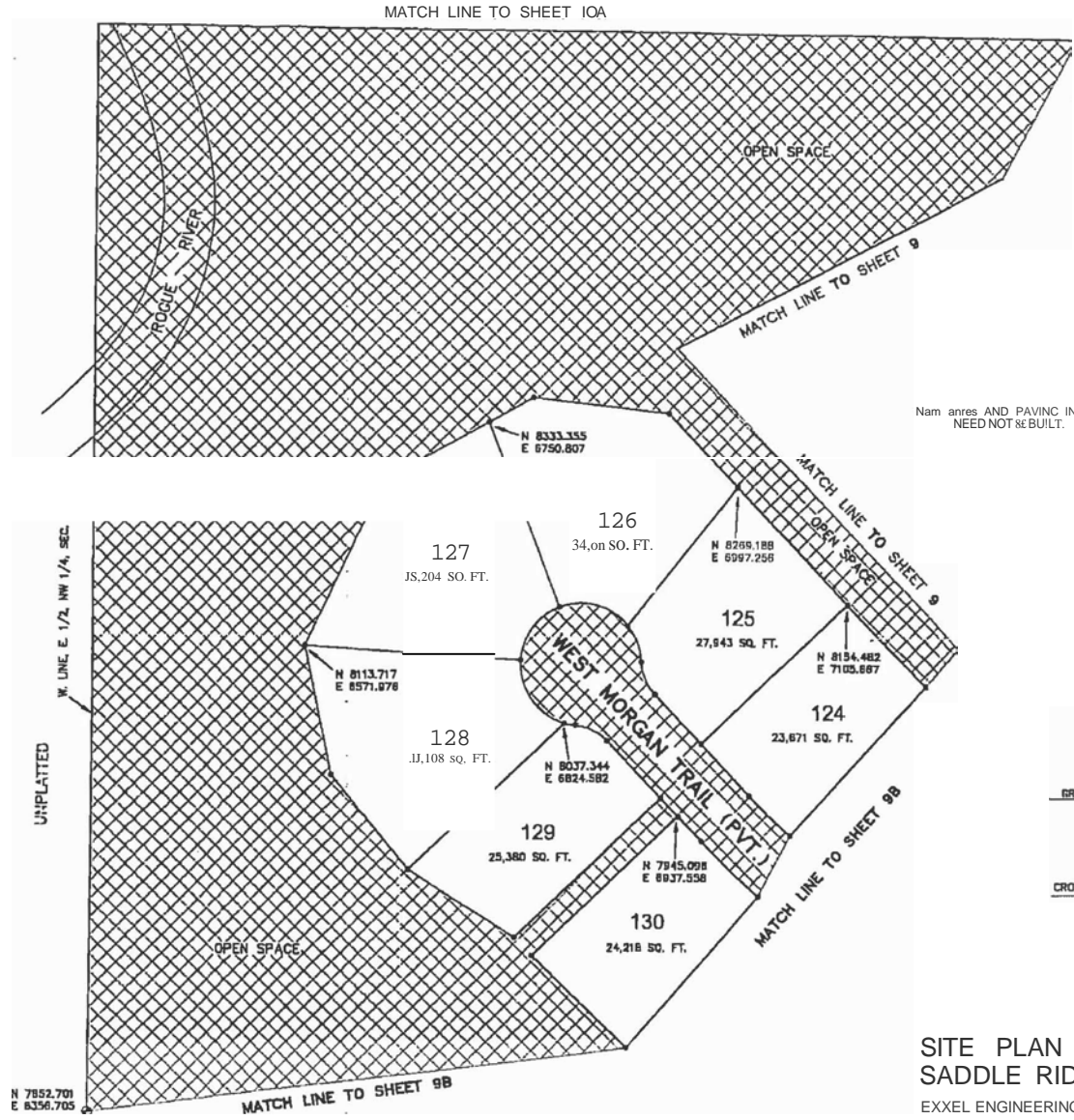
20101228-0108720
 Mary Holliman, P.E. 2/28/10
 Gen'l. City of MI Reg'd 12/28/2010 SEAL



NOTE: anBS, NO PAVINC: IN SDUnt SAOOIE
 RrDGE CT. AUD NORn-t Sabbl.E AJDGE Cl.
 MUST BE B...IT.

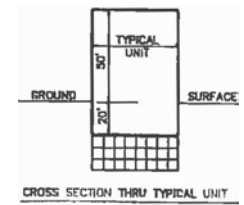
STATE OF MICHIGAN
 PROFESSIONAL ENGINEER
 No. 10000
 EXCEL ENGINEERING, INC.
 PROPOSED NOV. 11, 2004
 AMENDED JUNE 8, 2007
 AMENDED DEC. 15, 2010

20101228-0108720
 Mary Holliman P: 251/42 2:38PM
 Kent Only RI Res 12/28/2016 SERIAL



NAMES AND PAVING IN WEST MORGAN TRAIL
 NEED NOT BE BUILT.

- 1" = 50' 100'
- SCALE
- COORDINATE ORIGIN IS ARBITRARY
- = SURVEY CORNER MARKER
 - = PROPOSED CONCRETE MEDIAN
 - = IRON STAKE
- = GENERAL COMMON ELEMENT
 - = LIMITED COMMON ELEMENT
 - = GENERAL COMMON ELEMENT AND CONVERTIBLE AREA



STATE OF MICHIGAN
 GEORGE A. BOY
 PROFESSIONAL SURVEYOR
 No. 4782

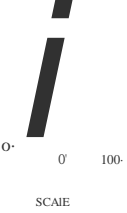
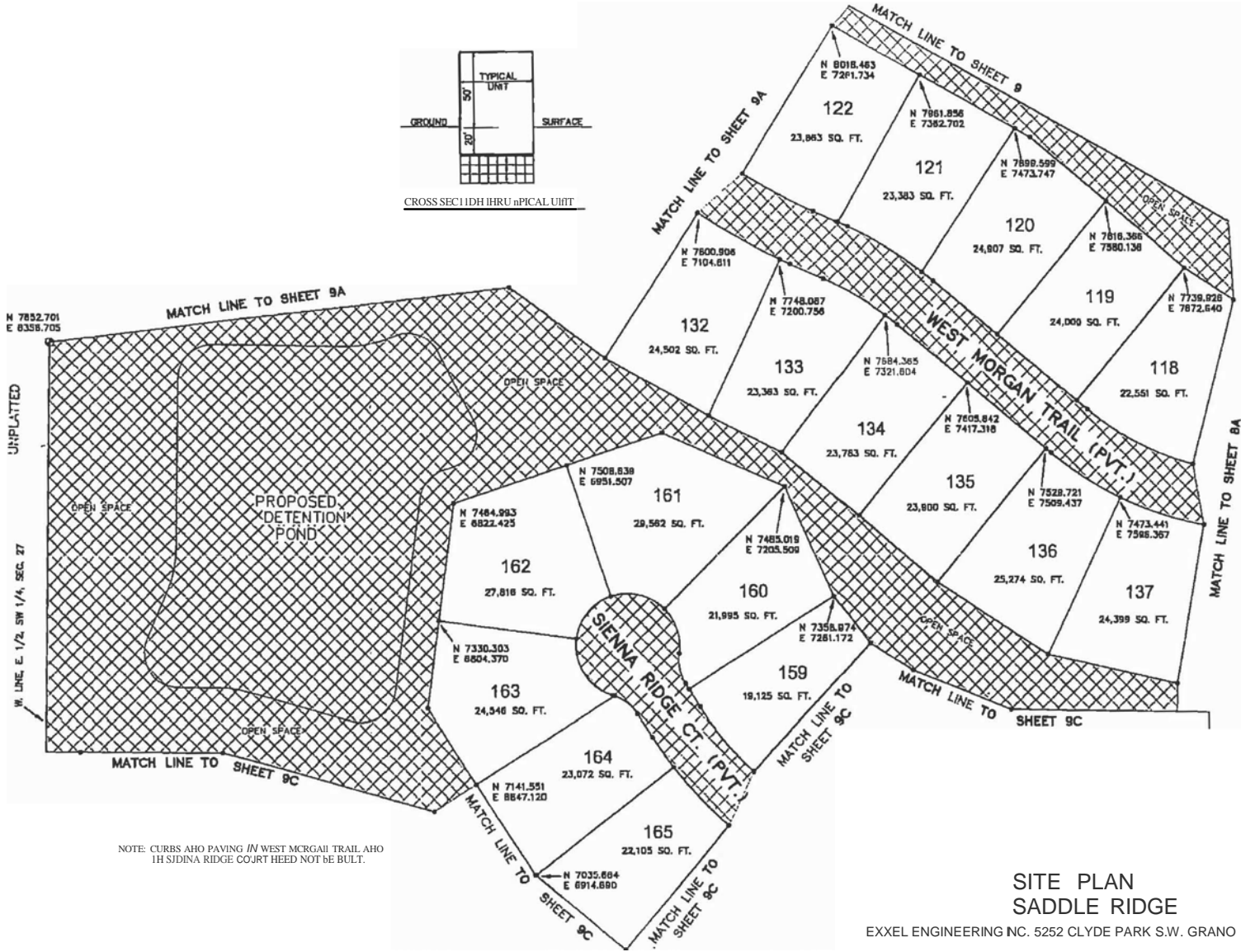
George A. Boy

PRDPSJ) DEC. 15, 2010

SITE PLAN
 SADDLE RIDGE

EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 9A

20101228-0108720
 Mary Hollingsake P. 25/42 2:38PM
 Kent Cnty MI Rstr 12/28/2010 SEAL



COORDINATE ORIGIN IS ARBITRARY

• 5' ELEVATION CHANGES

○ PROPOSED CONCRETE MOULDED

• TROUBLE

▨ GENERAL COMMON ELEMENT

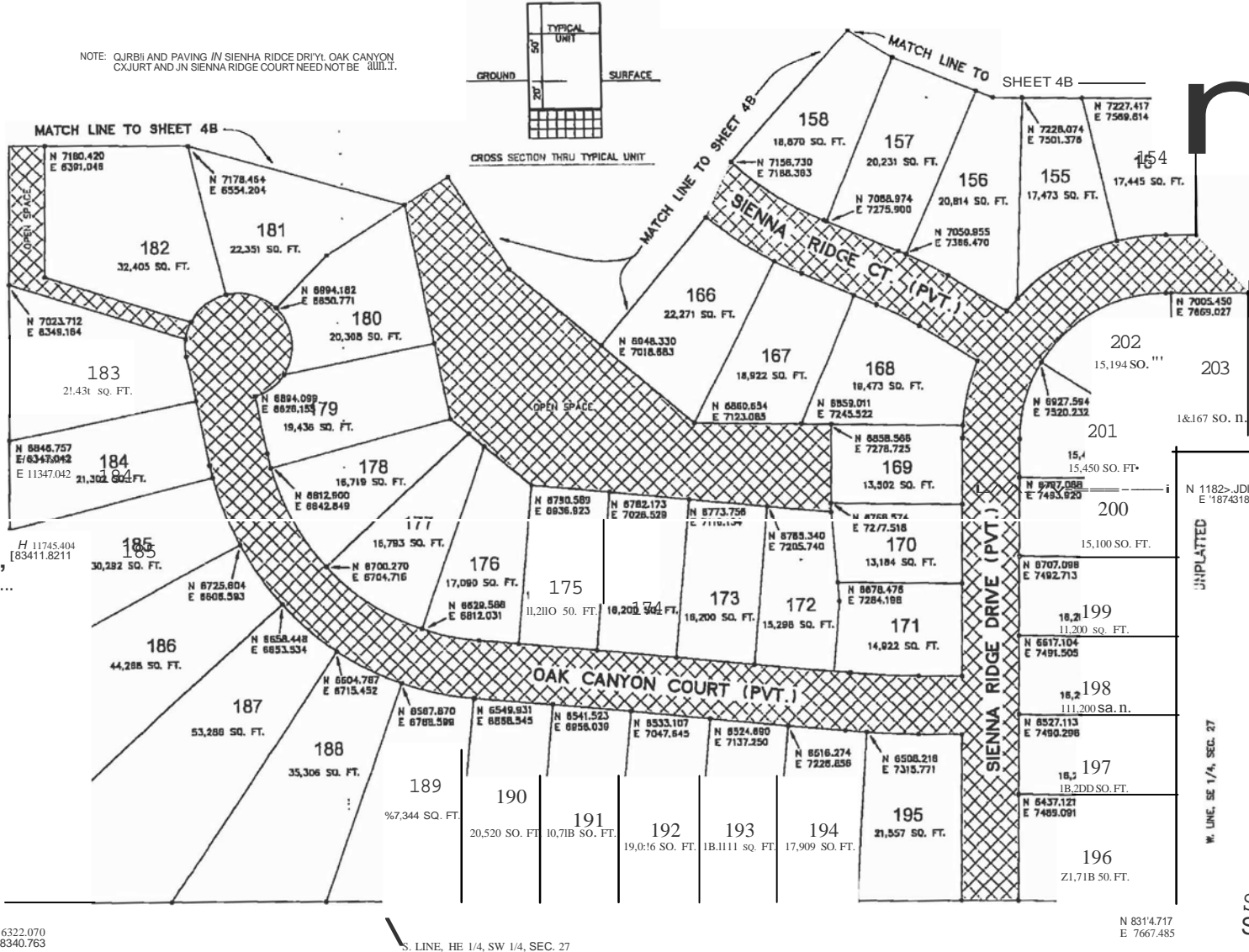
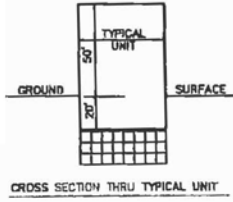
○ LIMITED COMMON ELEMENT

▨ SPECIAL COMMON ELEMENT AND SURVEYED AREA



PROPOSED DEC. 15, 2010

NOTE: CURB AND PAVING IN SIENNA RIDGE DRIVE, OAK CANYON COURT AND IN SIENNA RIDGE COURT NEED NOT BE SHOWN.

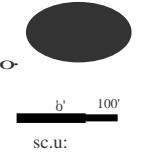


VEILTS 60 101 50'

UNPLATTED

W. LINE, SEC. 1/4, SEC. 27

N



- COORDINATE ORIGIN IS ARBITRARY
- SECTION CURB/HER W/CH/WT
 - PROPOSED CONCRETE MD/UMDT
 - - MOU STAKE
- GENERAL COMMON ELEMENT
 - GENERAL COMMON ELEMENT AND CONVERTIBLE AREA



PROPOSED DEC. 15, 2010

**SURVEY PLAN
SADDLE RIDGE**

N 6322.070
E 8340.763

N 8314.717
E 7667.485

UNPLATTED

S. LINE, HE 1/4, SW 1/4, SEC. 27



UNPLATTED

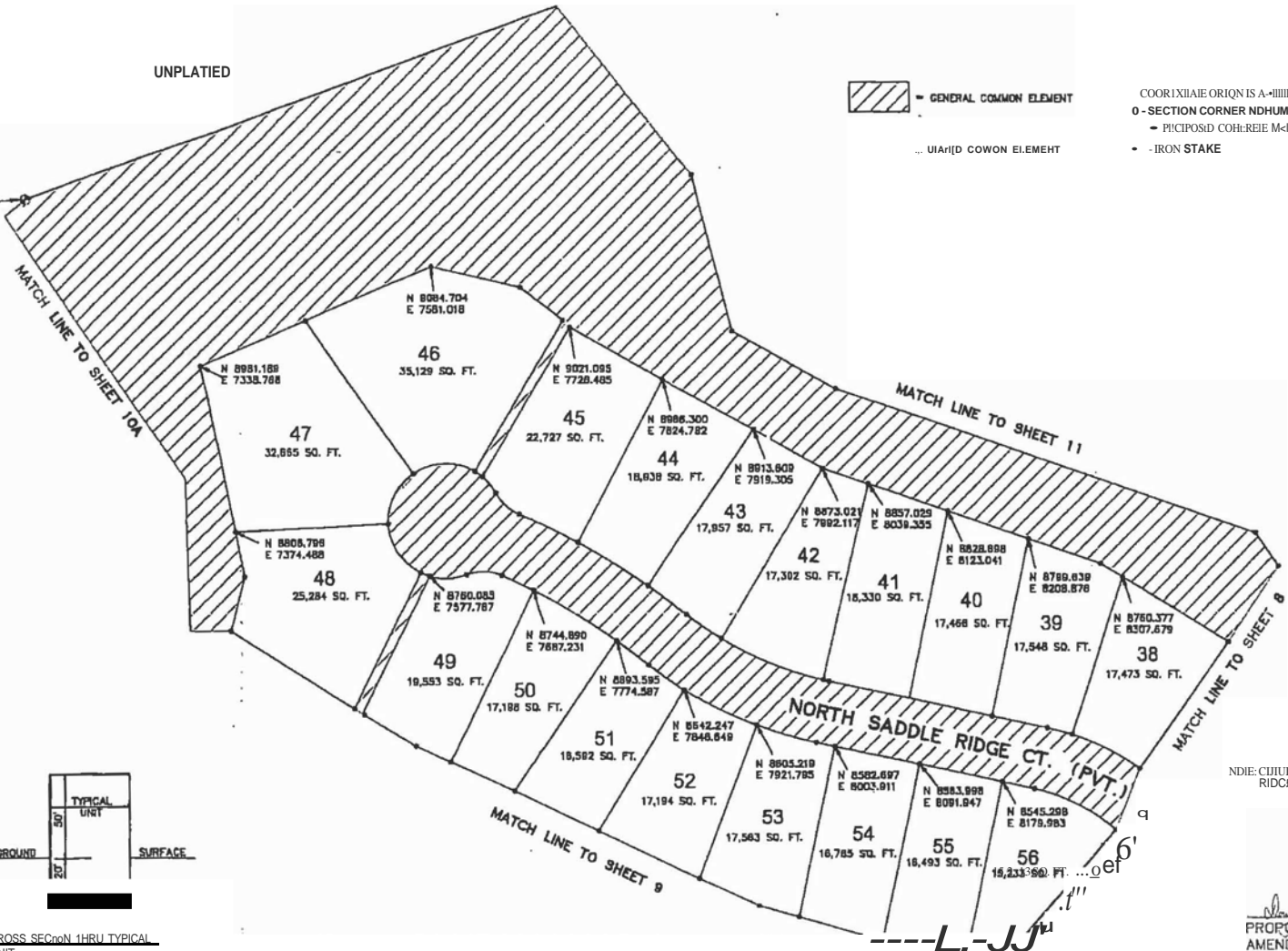
= GENERAL COMMON ELEMENT

COORDINATE ORIGIN IS A-BINARY
0 - SECTION CORNER NDHUMDIT
- PICOPOSD COH:REIE M<11 <JMET
- IRON STAKE

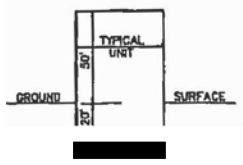
... UNPLATTED COMMON ELEMENT

0' -90' 100'
SCALE

N 8156.211
E 7178.055



20101228-0108720
Mary Hollinsake P.27/42 Z.36PW
Kent Only MI Regstr-12/28/2010 SEAL



CROSS SECTION THRU TYPICAL UNIT

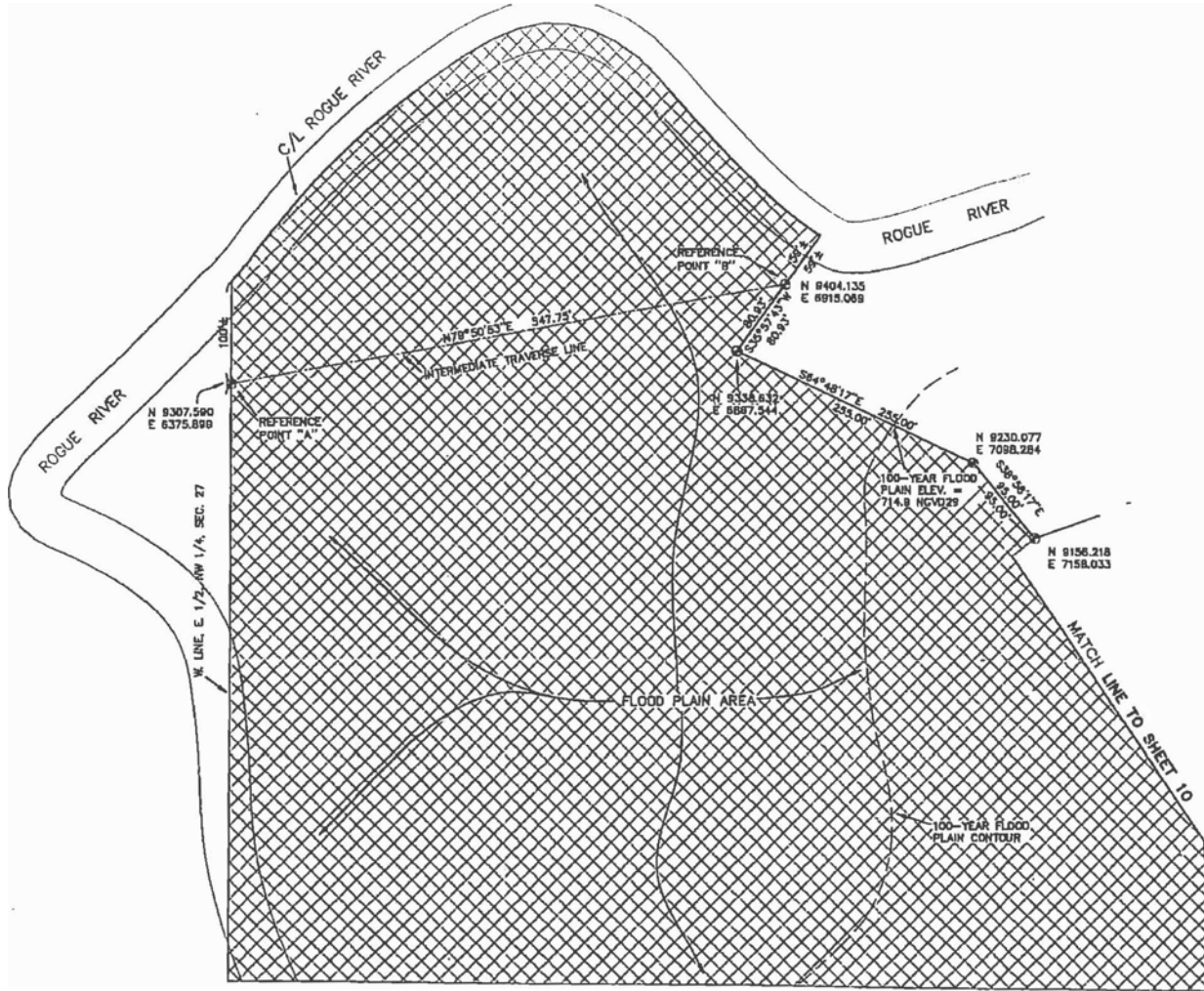
NOTE: CHUIUS AMD PAWIG IN NORIH SADDLE RIDGE CT. MUST BE BUB.T.



PROPOSED NOV. 11, 2004
AMENDED JUNE 8, 2007
AMENDED DEC. 15, 2010

SITE PLAN SADDLE RIDGE

20101228-0108720
 Mary Holli Ingrake P. 28/42 2:36PM
 Kent City MI. RBS (r. 12/28/2010) SEAL



k
 a' 100
 SCAU

COORDINATE SYSTEM IS ARBITRARY
 • SECTION CO. OTHER MOUNTAIN
 • PROJECTED CURVED ELEVATION
 • IRON STAKE

GENERAL COMMON ELEMENT

m++J LIMITED LIABILITY CORPORATION

RXXXI - GENERAL COMMON ELEMENT AREA

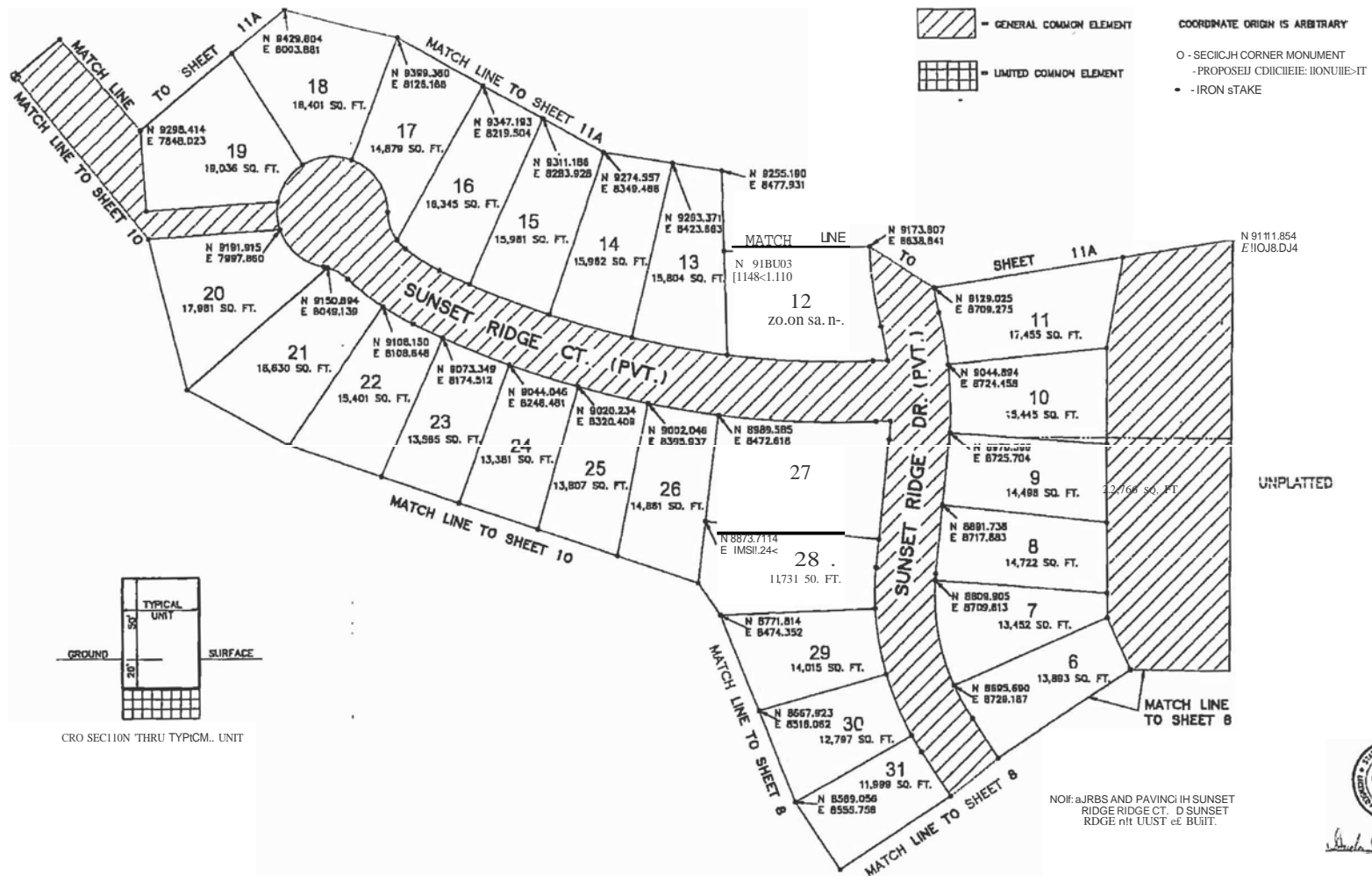
NOTE: THERE ARE NO PROPOSED UTILITIES IN THE AREA SHOWN ON THIS SHEET.



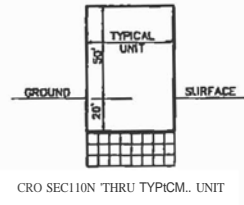
01.1.k
 PRO D DEC. 15, 2010

SITE AND UTILITY PLAN
 SADDLE RIDGE
 EXXEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 10A

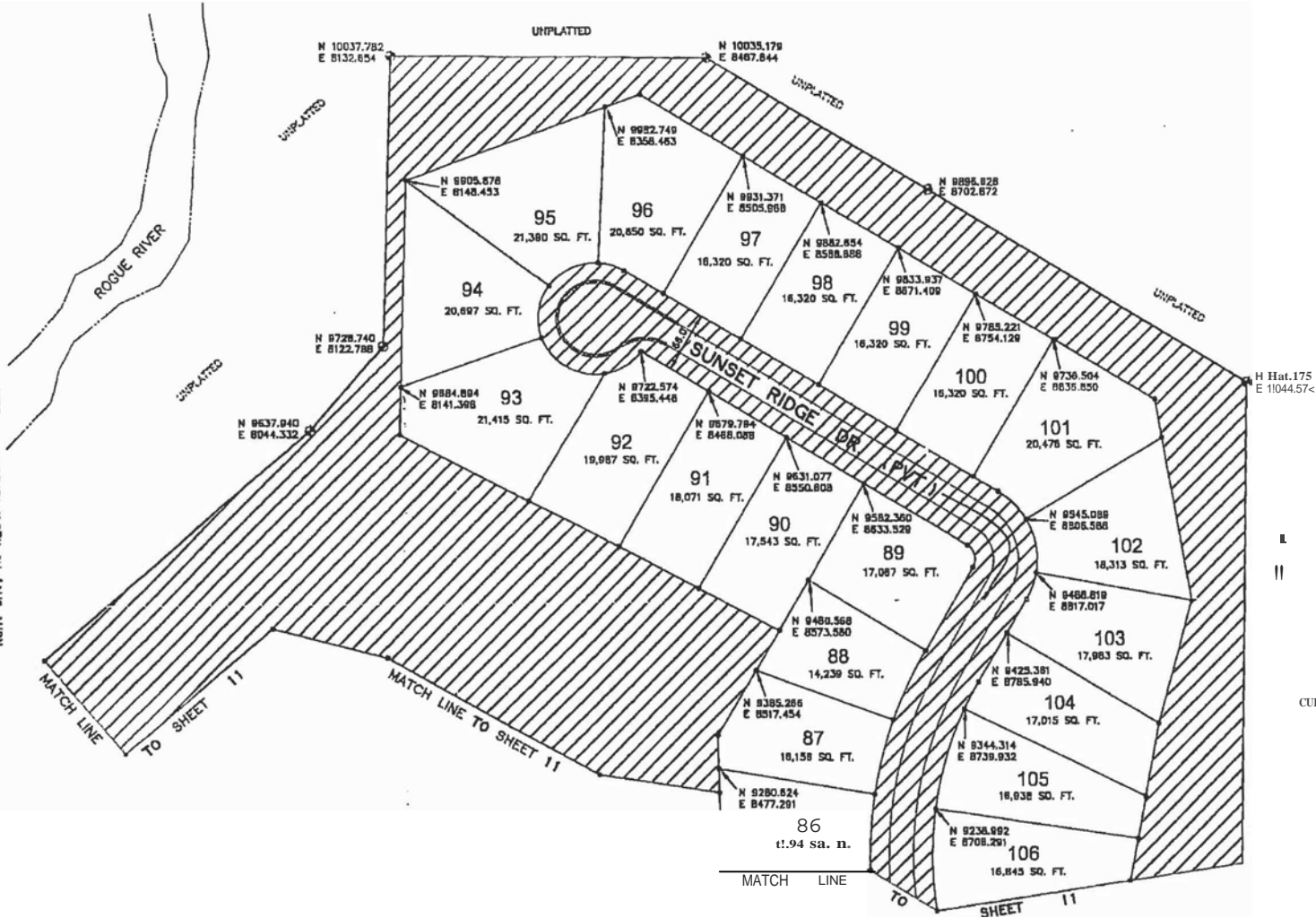
N



20101228-0108720
 Harry Hollinsake P: 29142 2:38PM
 Comt Only MI Reastr 12/28/2010 SEAL



20101228-0108720
 Gary Hollingsworth, P. 30142, 2,389PA
 Kent, Ont. M1 Reg. tr 12/28/2010 SEAL



SCALE
 1" = 50' 100'

COORDINATE ORIGIN IS ARBITRARY
 D "" SECTION CORNER QUHUWEHT
 PROPOSED COLLAR "IE MCIMWIT

- - ROH STAKE

----- 20' PVT. ESMT. R.'11 DRAINAGE

CURBS AND PA'ANG IN SUNSET RIDGE DR HW: MUST BE BUILT.



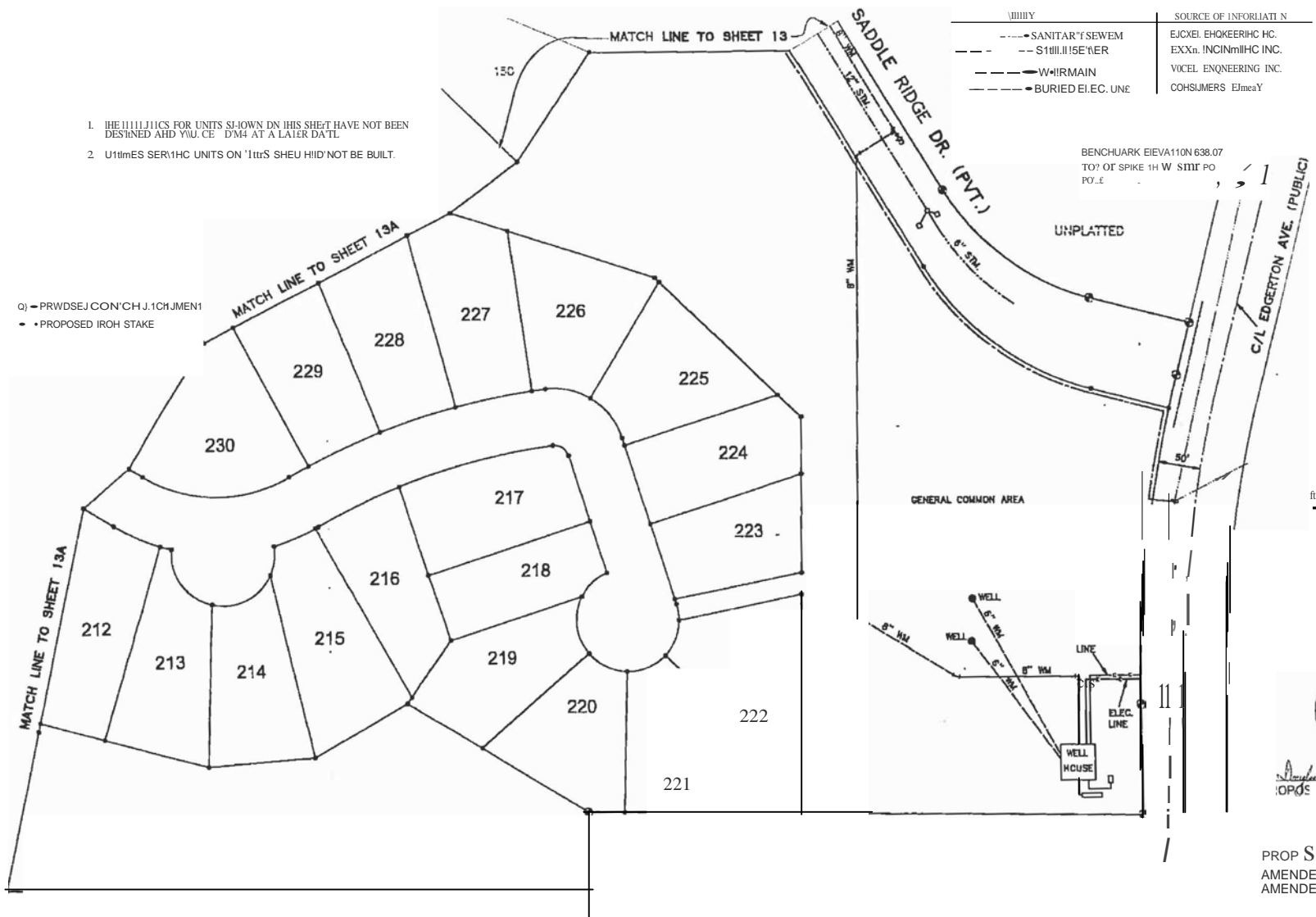
PROJ. (D Nov. 11, 2004
 AMENDED JUNE 8, 2007
 AMENDED DEC. 15, 2010

**SITE PLAN
 SADDLE RIDGE**

20101228-0108720
 Gary Hollenrake P.31/52 2:38PM
 Gen'l City MI Restr.12/28/2010 SEAL

1. THE UTILITIES FOR UNITS SHOWN ON THIS SHEET HAVE NOT BEEN DESTINED AND YOU CHECK THEM AT A LATER DATE.
2. UTILITIES SERVING UNITS ON THIS SHEET SHOULD NOT BE BUILT.

- - PROPOSED CONDUIT
- - PROPOSED IRON STAKE



UTILITY	SOURCE OF INFORMATION
--- SANITARY SEWER	EJCEL ENGINEERING INC.
--- STORM SEWER	EXXEL ENGINEERING INC.
--- WATER MAIN	VOCEL ENGINEERING INC.
--- BURIED ELEC. LINE	CONSUMERS ENERGY

1" = 50' 0"

SCALE
 "C" = HORIZONTAL



Gary Hollenrake
 G.H.

PROPOSED NOV. 11, 2004
 AMENDED JUNE 8, 2007
 AMENDED DEC. 15, 2010

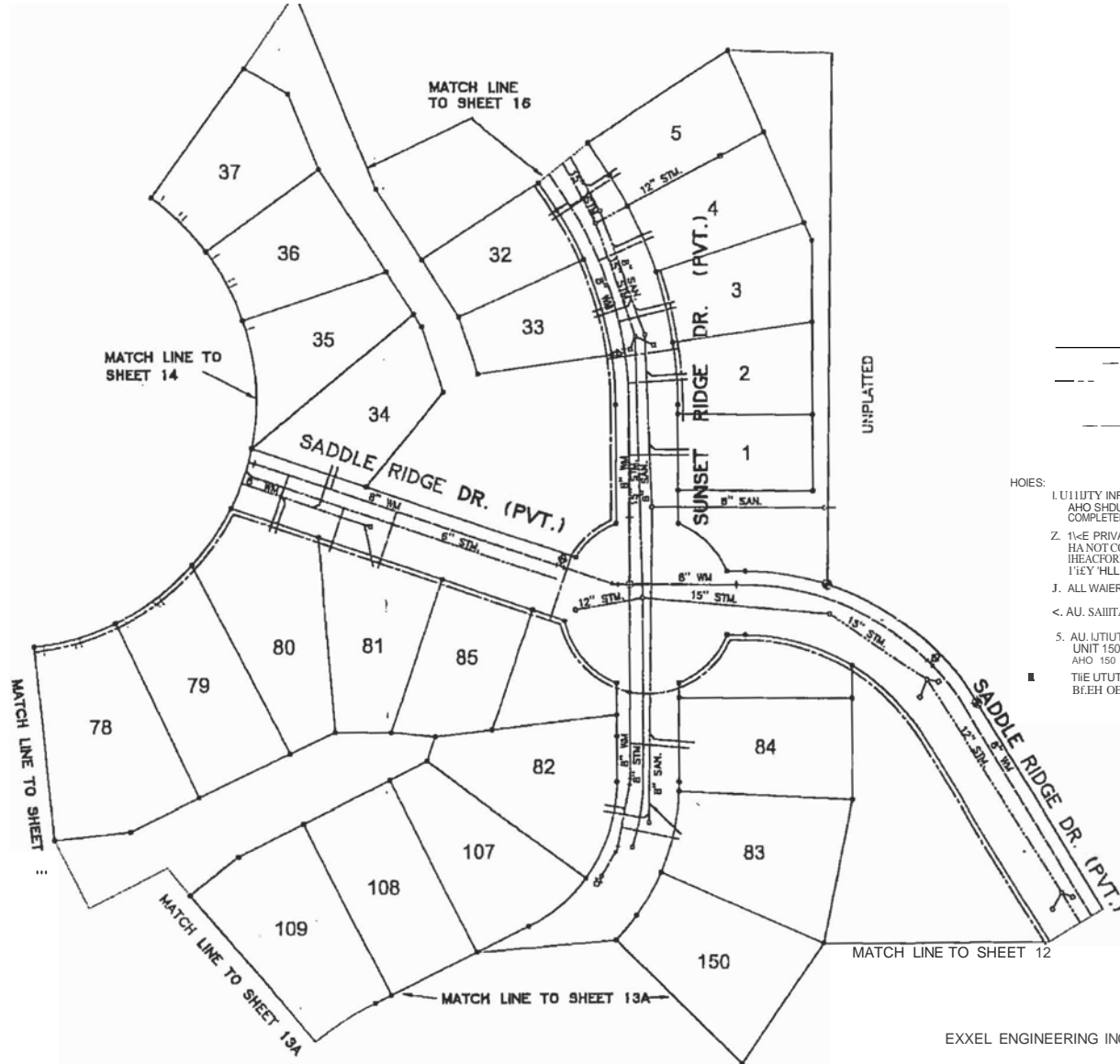
UNPLATTED

UTILITY PLAN
 SADDLE RIDGE

H197211511W

1334.Df

20101228-0108720
 Mary Hollihrake P. 322/42 2:38PM
 Kent Only MI Restr 12/28/2010 SEAL



○ - HIGHWAY
 C - CATCH BASIN
 ○ - MANHOLE



UTILITY	SURVEY OR INFORMATION
---○--- SAMTARY	EIDIL INCIIDIMO INC.
---○--- SIJRM SEIJO	EIDIL INCIIDIMO INC.
---○--- WAIEUIAIN	DIEI OIINNDIHO INC.
---○--- BURIED ELEC. UHE	CONSIJERS DIRGT

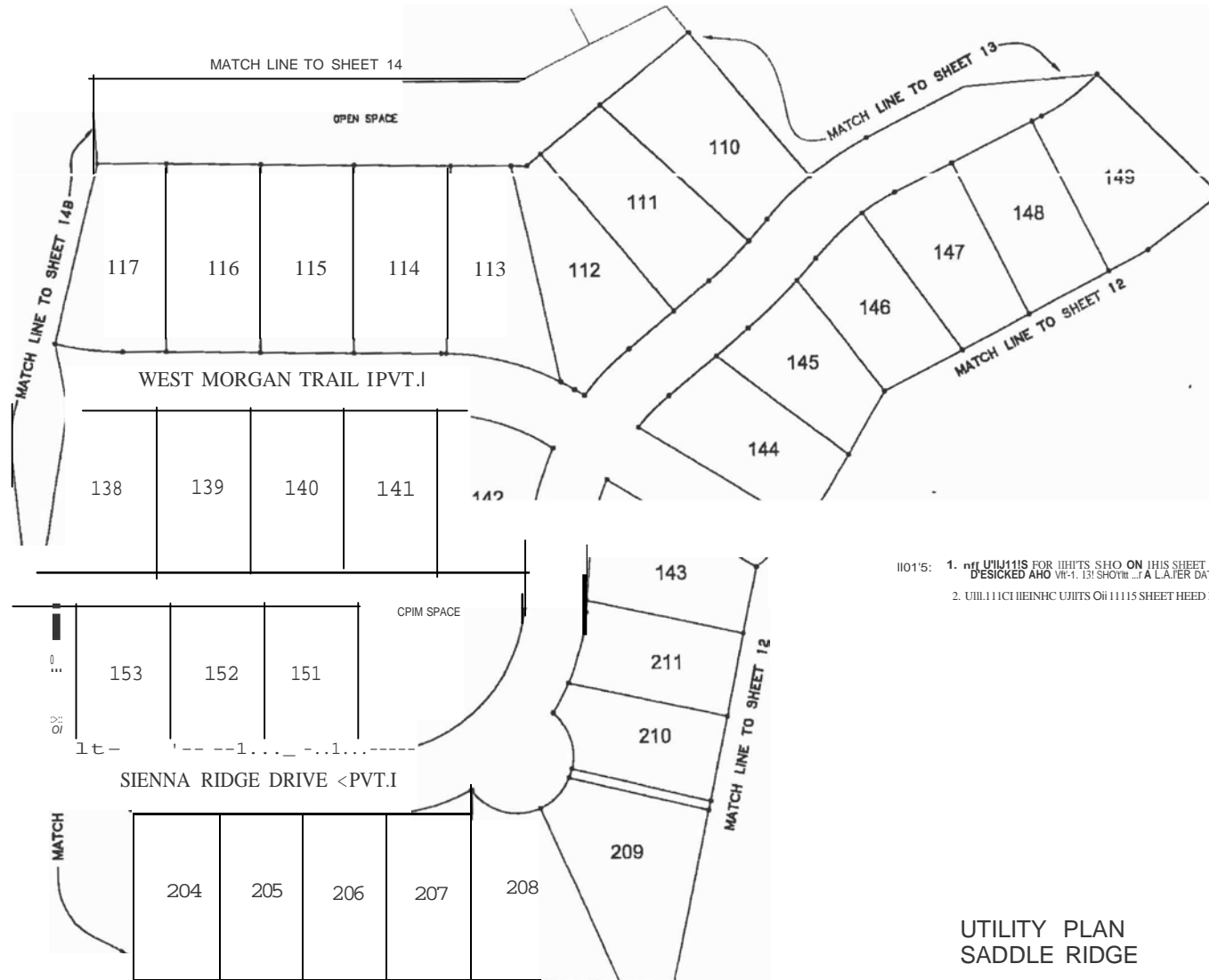
- NOTES:
1. UTILITY INFORMATION HEREON IS PER AVAILABLE RECORD AND SHOULD NOT BE CONSIDERED TO BE A GUARANTEE OF COMPLETENESS OR ACCURACY.
 2. ALL PRIVATE UTILITY COMPANIES (C.A.S. I.A.) HAVE NOT COMPLETED THEIR PRELIMINARY DESIGN. THEREFORE THESE UTILITIES ARE NOT SHOWN. THEY WILL BE SHOWN AT A LATER DATE ON AN AS-BUILT BASIS.
 3. ALL WATER MAINS ARE 12"
 4. ALL SANITARY SEWER MAINS ARE 15"
 5. ALL UTILITIES, EXCEPT 15" SERVING UNITS 107 THRU 109 AND UNIT 150, MUST BE BUILT. UTILITIES FOR UNITS 101, 108, 109 AND 150 NEED NOT BE BUILT.
 6. THE UTILITIES FOR UNITS 107 THRU 109 AND UNIT 150 HAVE NOT BEEN DESIGNED AND MUST BE SHOWN AT A LATER DATE.



PROPOSED NOV. 11, 2004
 AMENDED JUNE 8, 2007
 AMENDED NOV. 8, 2007
 AMENDED DEC. 15, 2010

UTILITY PLAN
 SADDLE RIDGE

20101228-0108720
 Mary Hollifrage P: 331/42 2-38PM
 Kent City MI Regstr 12/28/2010 SEAL



N

0' 10" 20'

○ PROPOSED CONCEIPIETE I< 1FJMDIT
 - PROPOSED R-14 STAKE

- NOTES:
1. ALL UTILITIES FOR LOTS SHOWN ON THIS SHEET HAVE NOT BEEN DESIGNED AND WILL BE SHOWN ON A LATER DATE.
 2. UTILITIES SHOWN ON THIS SHEET NEED NOT BE BUILT.



Exxel Engineering Inc.
 PROPOSED DEC. 15, 2010

UTILITY PLAN
 SADDLE RIDGE

EXXEL ENGINEERING INC. 5252 CLYOE PARK S.W. GRAND RAPIDS MI 49509 SHEET 1JA

N. UNE. S. 1&31, SE 1/4, SEC. 27

UNPLATTED

20101228-0108720
 Harry Holt
 Kent City MI Reg. 12/28/2010 SERL



○ = MANHOLE
 a - CATCH BASIN
 ○ - manhole

0' 50' 100'
 SCALE

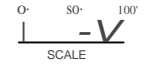
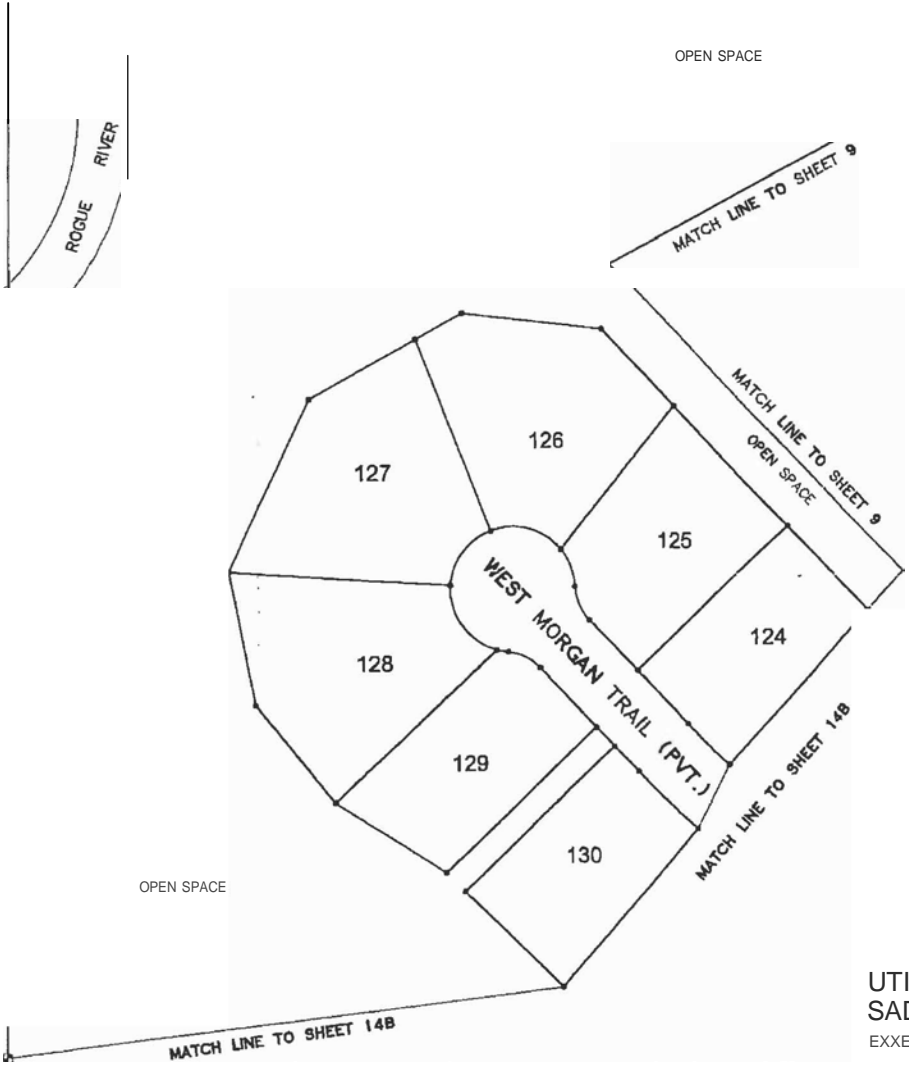
UTILITY	SOURCE OF INFORMATION
--- SAHITARY SEWER	EXXEL ENGINEERING INC.
- - - STORM SEWER	EXCEL ENGINEERING INC.
--- WATERMAIN	EXCEL ENGINEERING INC.
--- a BURIED ELEC. UHE	CONSUMERS ENERGY

- NOTES:
1. ALL UTILITY INFORMATION SHOWN HEREON IS PER AVAILABLE RECORD AND SHOULD NOT BE CONSIDERED TO BE A GUARANTEE OF ACCURACY.
 2. ALL PRIVATE UTILITY COMPANIES (GAS, ELEC., & TELEPHONE) HAVE NOT COMPLETED THEIR RECORDS. THEREFORE THESE UTILITIES ARE NOT SHOWN. THEY WILL BE SHOWN AT A LATER DATE. CM, LHAS-BL, FT BASIS.
 3. ALL WATER SERVICES 1"
 4. ALL SANITARY SEWER LATERALS 8"
 5. ALL UTILITIES SHOWN ON THIS SHEET MUST BE BUILT.

PROPOSED NOV. 11, 2004
 AMENDED JUNE 8, 2007
 AMENDED DEC. 15, 2010


MATCH LINE TO SHEET 1SA

N



- () • PROPOSED CONCRETE MONUMENT
- () • PROPOSED IRON STA

- NOTES:
1. THE UTILITIES FOR UNITS SHOWN ON THIS SHEET HAVE NOT BEEN DESIGNED AND SHALL BE SET OUT AT A LATER DATE.
 2. UNITS WITHIN UNITS SHALL NOT BE BUILT.


 Douglas J. De...
 REGISTERED DEC. 15, 2010

UTILITY PLAN
SADDLE RIDGE

EXXEL ENGINEERING INC. 5252 CLYOE PARK S.W. GRAND RAPIDS MI 49509 SHEET 14A


 20101228-0108720
 Gary Holliman P. 351/42 2:38PM
 Genl City MI Regstr-12/28/2010 SEAL

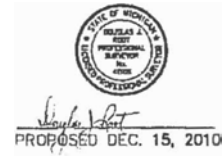
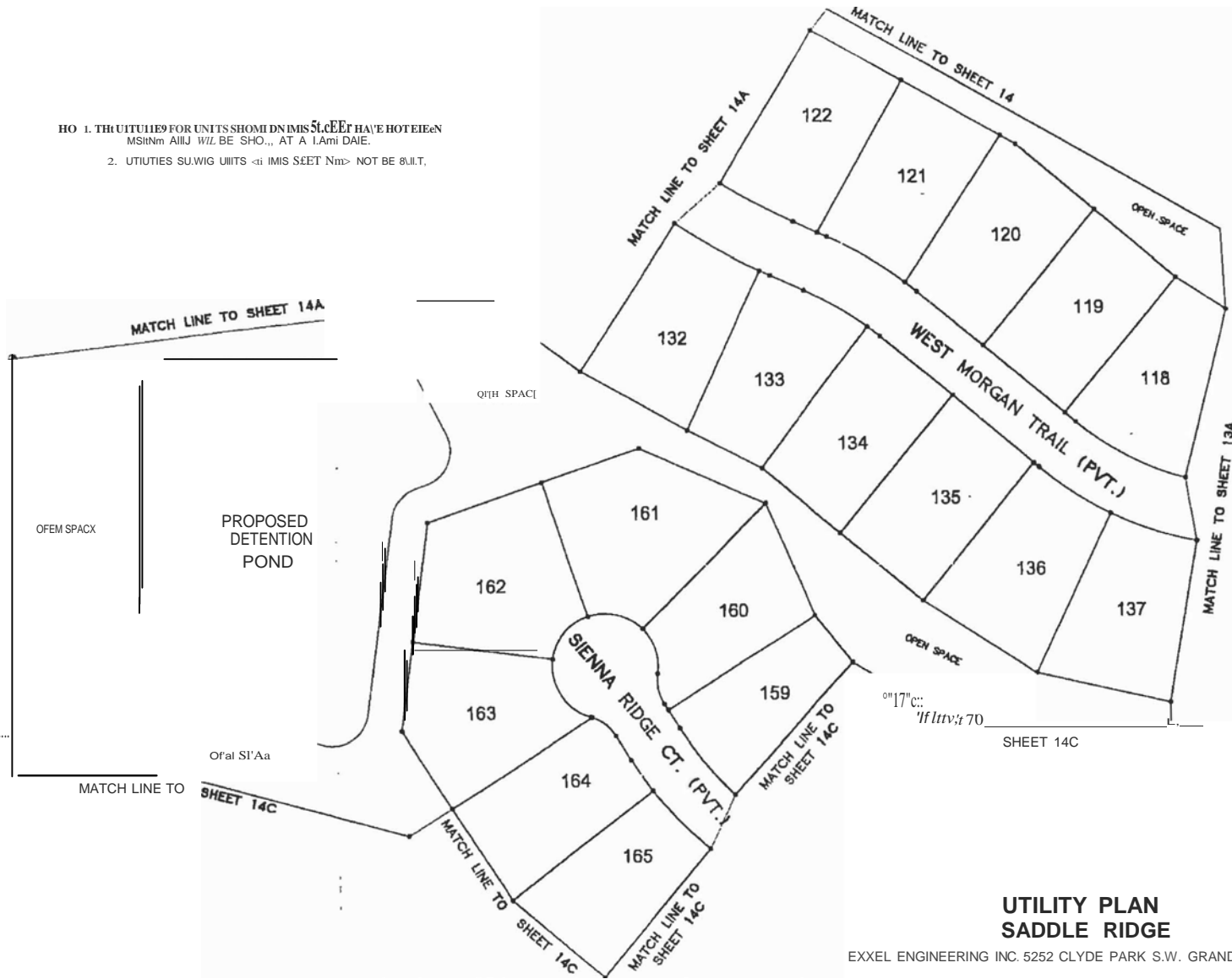
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 12

1. UTILITIES FOR UNITS SHOWN IN THIS SHEET HAVE BEEN PLACED AT THE LARGEST PRACTICABLE DEPTH.
2. UTILITIES SERVING UNITS IN THIS SHEET HAVE NOT BEEN SHOWN.



41 • PROPOSED CONCRETIZED MOULDED
 • PROPOSED IRON STAKE

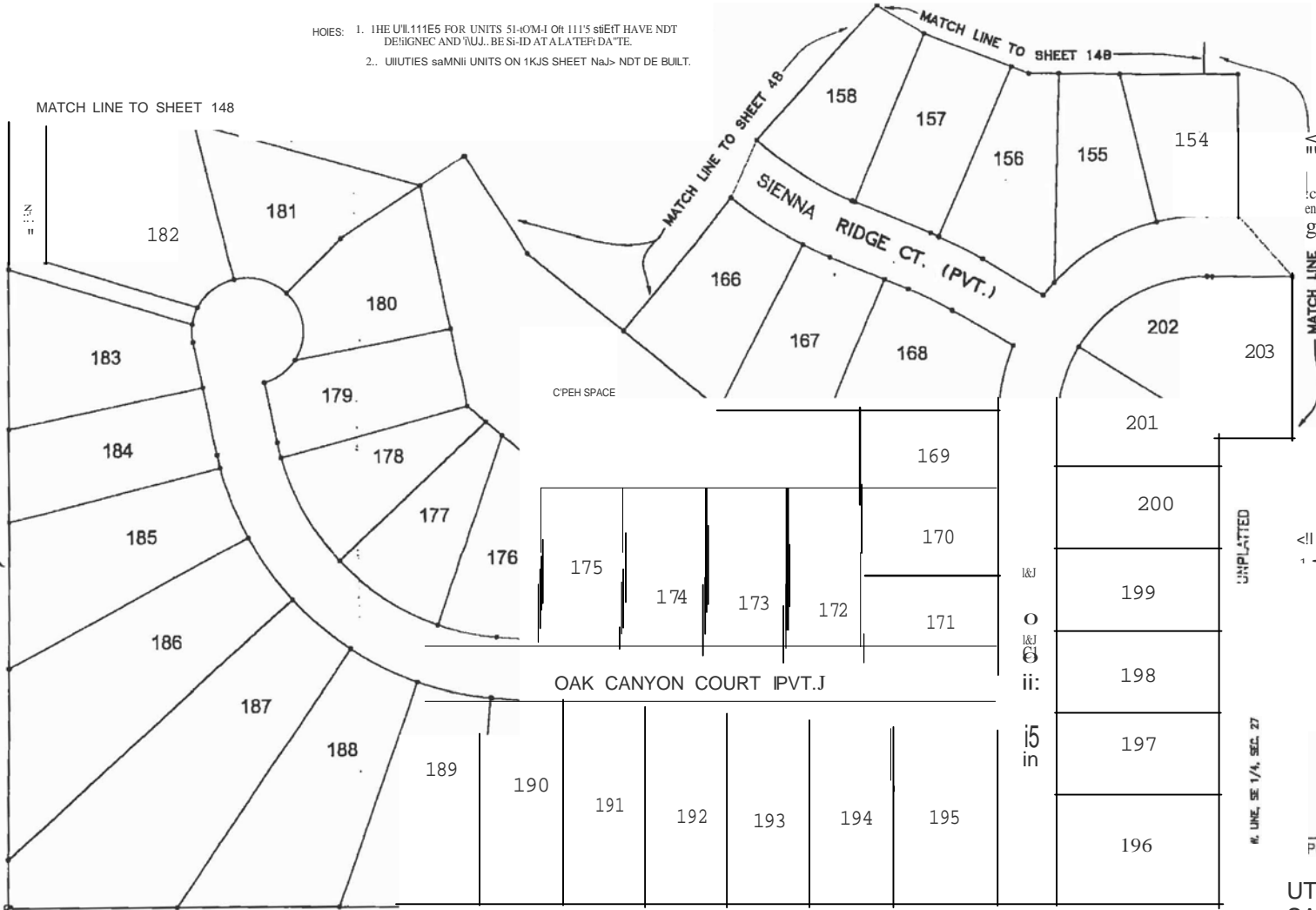
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UTILITY PLAN SADDLE RIDGE

- NOTES: 1. THE UTILITIES FOR UNITS 51-101 ON THIS SHEET HAVE NOT BEEN DESIGNATED AND WILL BE SHOWN AT A LATER DATE.
 2. UTILITIES FOR UNITS ON THIS SHEET HAVE NOT BEEN BUILT.

20101228-0108720
 Mary Bell, Preparer P. 97/102 2:38PM
 Kent City Plat Roll 12/28/2010 SERIAL



0 50 100
 SCALE

◻ PROPOSED MONUMENT
 ◻ IRON STAKE



PROPOSED DEC. 15, 2010

UTILITY PLAN
 SADDLE RIDGE

UNPLATTED

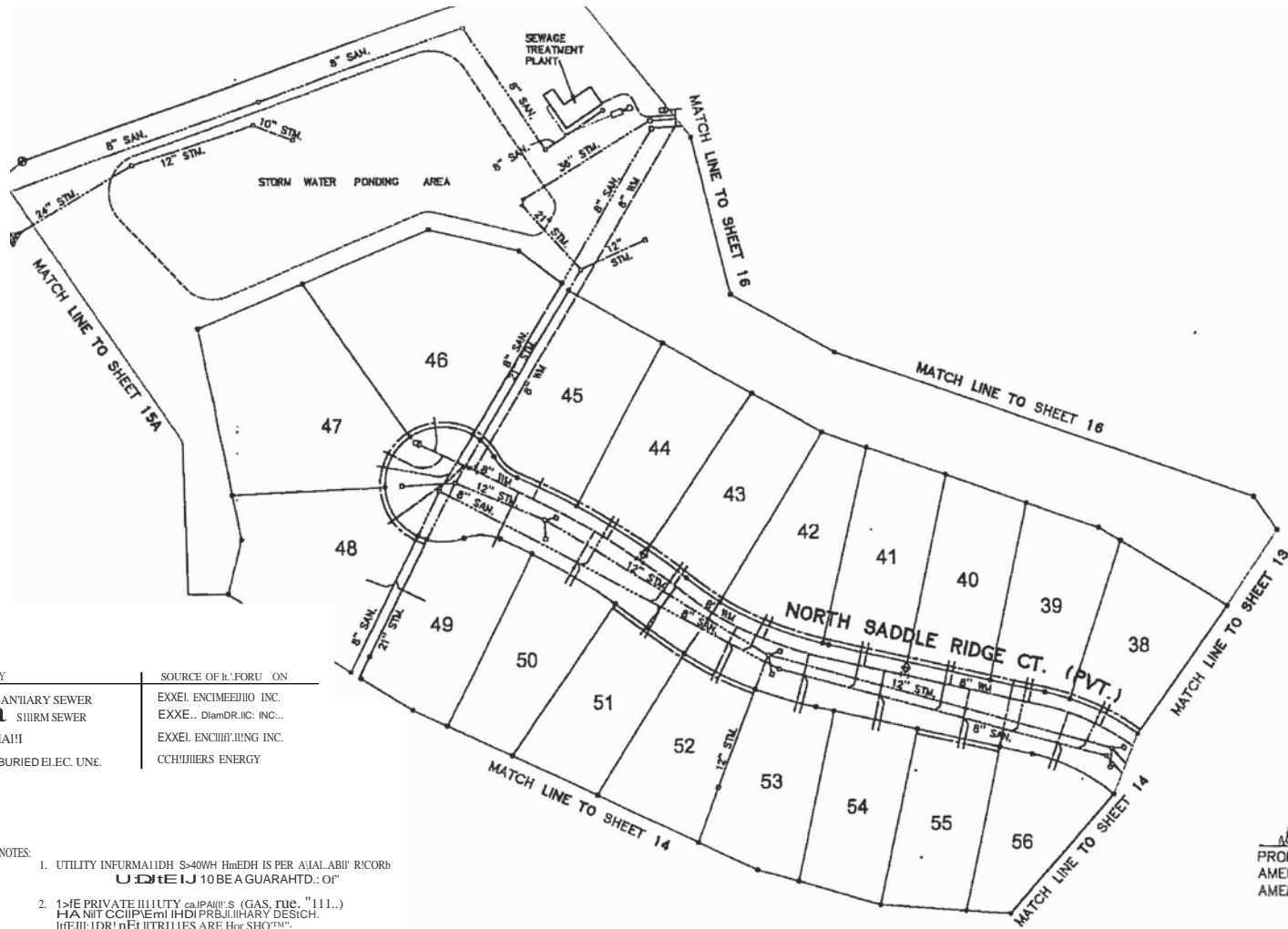
S. 1/4, NE 1/4, SW 1/4, SEC. 27

20101228-0108720
 Mary Hollinrake P.38/42 2:36PM
 Kent County Regstr 12/28/2010 SERIAL

UTILITY	SOURCE OF INFORMATION
--- SANITARY SEWER	EXXEL ENGINEERING INC.
--- a --- SANITARY SEWER	EXXEL ENGINEERING INC.
--- WATER MAIN	EXXEL ENGINEERING INC.
--- BURIED ELECTRIC LINE	CHEMUR ENERGY

NOTES:

- UTILITY INFORMATION SHOWN IS PER AVAILABLE RECORDS. THE USER TO BE A GUARANTOR.
- THE PRIVATE UTILITY COMPANIES (GAS, TWC, "111...") HAVE NOT COMPLETED THEIR PRELIMINARY DESIGN. THE INFORMATION SHOWN IS FOR INFORMATION ONLY. THEY WILL BE SUPPLIED AT A LATER DATE ON AN AS-BUILT BASIS.
- ALL WATER METER LOCATIONS ARE 1'-0" FROM THE CURB.
- ALL SANITARY SEWER LATERALS ARE 6" DIA.
- ALL UTILITIES SHOWN ON THIS PLAN ARE TO BE BUILT.



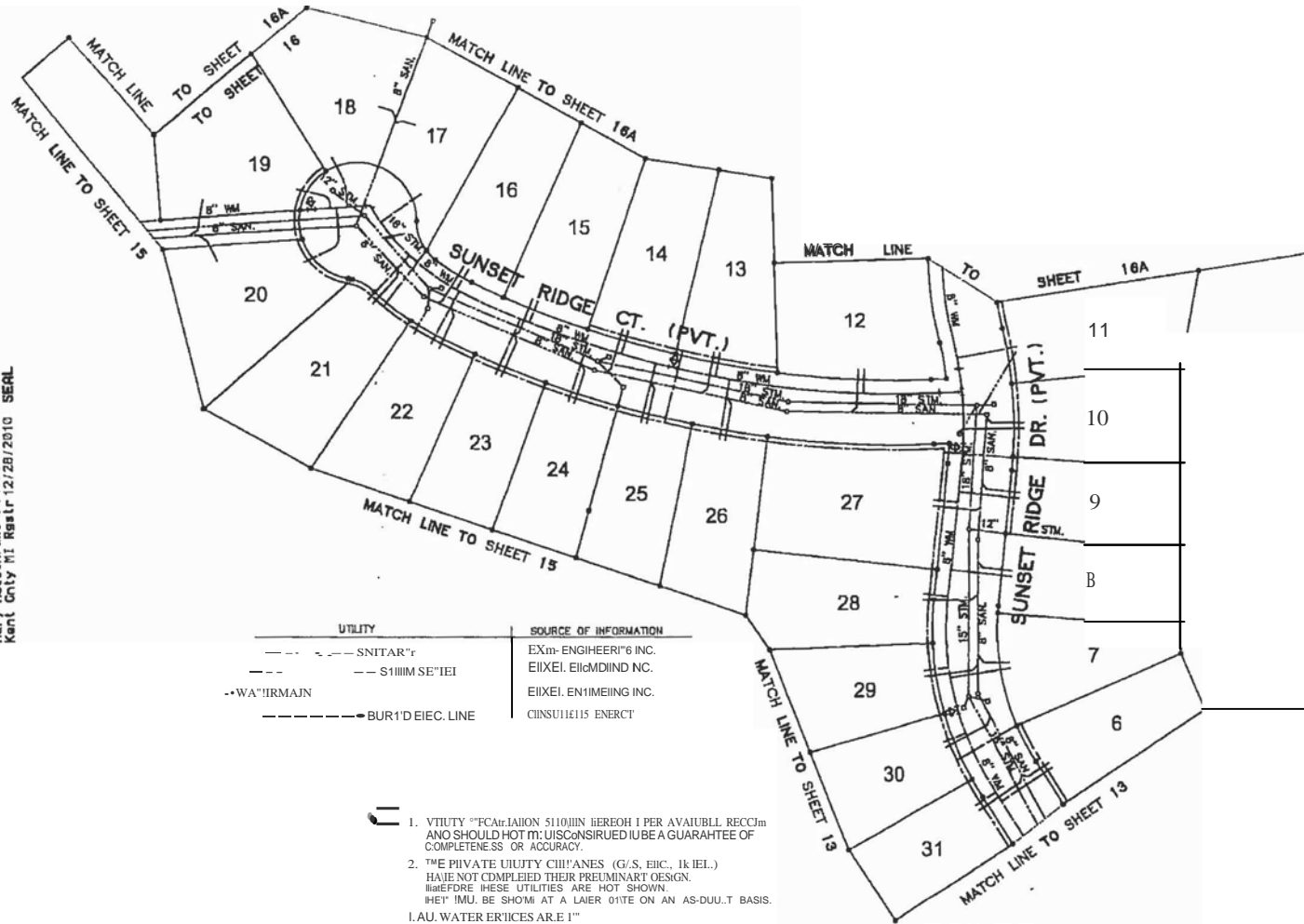
0' 30' 100'
 UTILITY
 a = CATWATER
 O = WATER



PROPOSED NOV. 11, 2004
 AMENDED JUNE 8, 2007
 AMENDED DEC. 15, 2010

UTILITY PLAN
 SADDLE RIDGE

20101228-0108720
 Gary Hollenrake P:39/42 2:38PM
 Kent City MI Reastr 12/28/2010 SEAL



UTILITY	SOURCE OF INFORMATION
--- SNITAR ---	EXM- ENGINEERING INC.
--- S111111 SE1E1 ---	E11X1E1. E11GMD11ND1 NC.
---WA---IRMAJN	E11X1E1. EN11ME11NG1 INC.
---BUR1'D EIEC. LINE	C11NSU11E11S ENERCT

1. UTILITY LOCATIONS SHOWN HEREON ARE BASED UPON RECORDS AND FIELD SURVEY. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF THESE UTILITIES.
2. THE PRIVATE UTILITY COMPANIES (G.S., E.I.C., I.K.I.E.L.) HAVE NOT COMPLETED THEIR PRELIMINARY DESIGN. THEREFORE THESE UTILITIES ARE NOT SHOWN. THEY MUST BE SHOWN AT A LATER DATE ON AN AS-BUILT BASIS. (A.U. WATER UTILITIES ARE 1")
3. A.U. SANITARY SEWER UTILITIES ARE 8".
4. UTILITIES SHOWN ON THIS SHEET MUST BE BURIED.

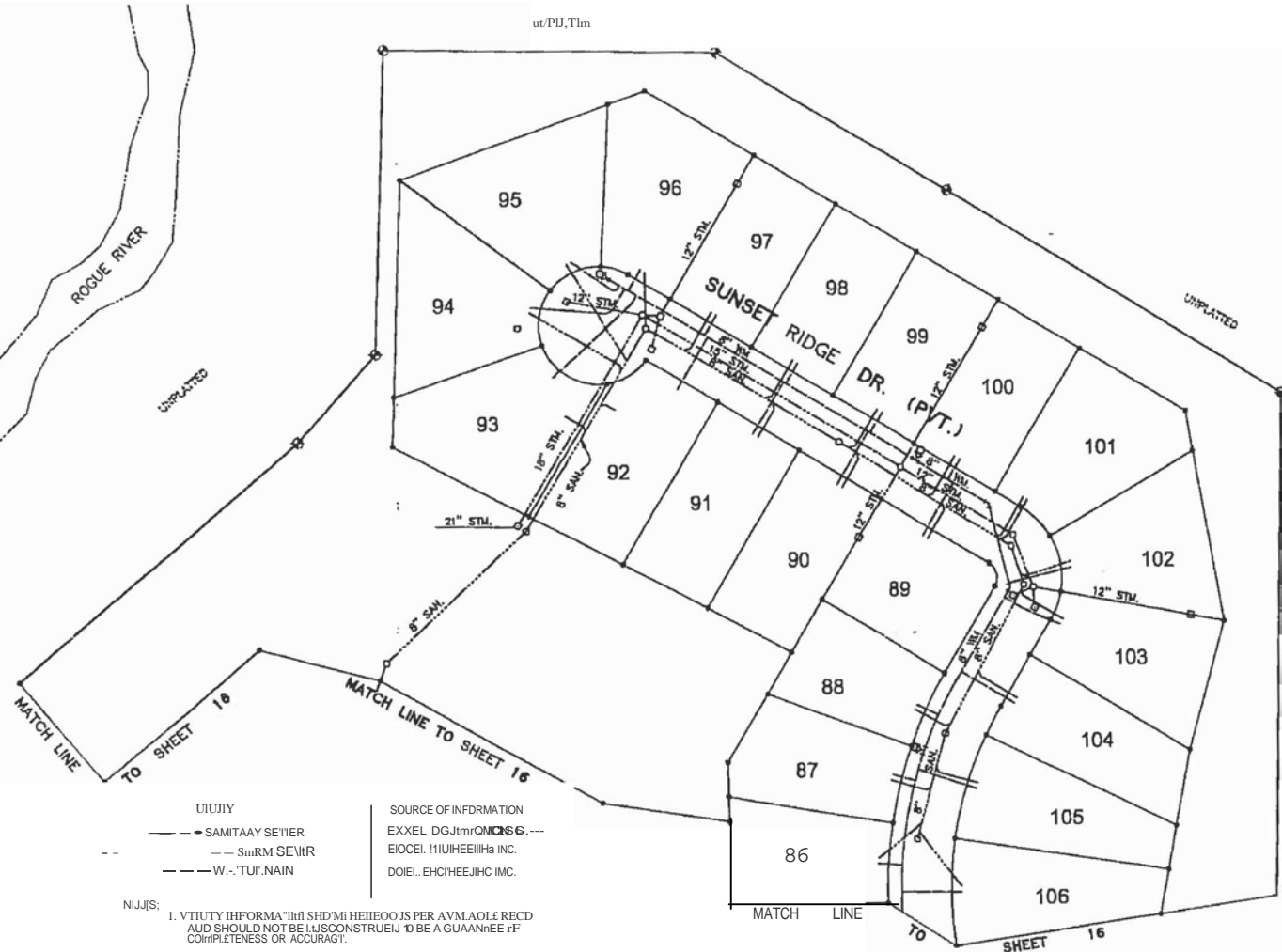
a 50' ICD
 SCALE
 tra HYDRANT
 a = CA.TOI BASIN
 O = MANHOLE



PROPOSED NOV. 11, 2004
 AMENDED JUNE 8, 2007
 AMENDED DEC. 15, 2010

UTILITY PLAN
 SADDLE RIDGE

20101228-0108720
 Mary Hill Inmate P: 40742 2:38PM
 Kent Only HI Regs tr: 12/28/2010 SEAL



1" = 50' = 100'
 SCALE
 Cr • H/O RAHT
 O = CAIOI BASIN
 O • MAHH-J.E

UTILITY
 --- SAMITAY SEWER
 --- SSM SEWER
 --- WATER MAIN

SOURCE OF INFORMATION
 EXCEL ENGINEERING INC.
 EIOCEI. HUIHEEIIHa INC.
 DOIEL. EHCHEEJHC INC.

- NOTES:
1. UTILITY INFORMATION SHOWN HEREON IS PER AVM. AOLE RECD AND SHOULD NOT BE USED FOR CONSTRUCTION TO BE A GUARANTEE OF COMPLETENESS OR ACCURACY.
 2. IF PRIVATE UTILITY COMPANIES (GAS, ELEC., & ID.) HAVE NOT COMPLETED THEIR PRELIMINARY DESIGN, HERETOFORE THESE UTILITIES ARE NOT SHOWN. THEY WILL BE SHOWN AT A LATER DATE ON THE AS-BUILT PLANS.
 3. ALL WATER SERVICES ARE 1"
 4. ALL SANITARY SEWER LATERALS ARE 8"
 5. ALL UTILITIES SHOWN ON THIS SHEET MUST BE BUILT.



David J. Hill
 PROFESSIONAL ENGINEER
 NOV. 11, 2004
 AMENDED JUNE 8, 2007
 AMENDED DEC. 15, 2010

UTILITY PLAN
 SADDLE RIDGE