

EXHIBIT A

TORWOOD

BY-LAWS

ARTICLE I

ASSOCIATION OF OWNERS

Torwood, a residential building site condominium located in the City of Saline, Washtenaw County, Michigan, shall be administered by an association of owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the common elements, easements and affairs of the Project in accordance with the Project documents and the laws of the State of Michigan. These By-Laws shall constitute both the By-Laws referred to in the Master Deed and required by Section 3(8) of the Act and the By-Laws provided for under the Michigan Non-Profit Corporation Act. Each owner shall be entitled to membership, and no other person or entity shall be entitled to membership. The share of an owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Project documents for the Project available at reasonable hours to owners, prospective purchasers and prospective mortgagees of units in the Project. All owners in the Project and all persons using or entering upon or acquiring any interest in any unit therein or the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid Project documents.

ARTICLE II

ASSESSMENTS

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

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the common elements or the administration of the Project, including fulfilling drainage responsibilities within individual units and the extension of Dunbar Court to the property line of the Project, shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of or pursuant to any policy of insurance securing the interest of the owners against liabilities or losses arising within, caused by, or connected with the common elements or the administration of the Project, shall constitute receipts affecting the administration of the Project within the meaning of Section 54(4) of the Act.

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

(a) Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year, and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular periodic payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular Project, the Board of Directors should carefully analyze the Project to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes from time to time and, in the event of such a determination, the Board of Directors shall be empowered to establish such greater or other reserves without owner approval. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each owner shall not affect or in any way diminish the liability of any owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Project; (2) to provide replacements of existing common elements; (3) to provide additions to the common elements not exceeding \$15,000.00 annually for the entire Project (adjusted for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the initial Master Deed); or (4) that an emergency exists, then the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the common elements

of a cost exceeding \$15,000.00 per year for the entire Project (adjusted for increases in the Consumers Price Index used by the United States Department of Labor, Bureau of Vital Statistics, Metropolitan Detroit area, since the date of recording of the initial Master Deed); (2) assessments to purchase a unit upon foreclosure of the lien for assessments described in Section 5 hereof; or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph (a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty percent (60%) of all owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 3. Apportionment of Assessments and Penalty for Default.

Unless otherwise provided herein or in the Master Deed, all assessments levied against the owners to cover expenses of administration shall be apportioned among and paid by the owners in accordance with the percentage of value allocated to each unit in Article V of the Master Deed. Any other unusual common expenses benefiting less than all of the units, or any expenses incurred as a result of the conduct of less than all those entitled to occupy the Project, or their tenants or invitees, shall be specifically assessed against the unit or units involved, in accordance with such reasonable rules and regulations as shall be adopted by the Board of Directors of the Association. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by owners in one (1) annual or two (2) equal bi-annual installments, commencing with acceptance of a deed to or a land contract vendee's interest in a unit, or with the acquisition of fee simple title to a unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment.

Each installment in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of seven percent (7%) per annum, plus such additional interest rate surcharge as the Board of Directors shall approve, until each installment is paid in full. Provided, however, that the interest rate and interest rate surcharge combined applying to delinquent amounts shall not exceed the limit set by usury laws in the State of Michigan. The Association may, pursuant to Article XIX, Section 4 hereof, levy fines for late payment of assessments in addition to such interest. Each owner (whether one (1) or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his unit which may be levied while such owner is the owner thereof. Payments on account of installments of assessments in default shall be applied as follows: First, to cost of collection and enforcement of payment, including actual attorney's fees (not limited to statutory fees); second, to any interest charges and fines for late payment on such installments; third, to installments in default in order of their due dates.

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

Section 5. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any owner in the payment of any installment of the annual assessment levied against his unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to an owner in default upon seven (7) days' written notice to such owner of its intention to do so. An owner in default shall not be entitled to utilize any of the general common elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any owner of ingress or egress to and from his unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the unit from the owner thereof or any persons claiming under him and, if the unit is not occupied, to lease the unit and collect and apply the rental therefrom to any delinquency owed to the Association. All of these remedies shall be cumulative and not alternative and shall not preclude the Association from exercising such other remedies as may be available at law or in equity.

(b) Foreclosure Proceedings. Each owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each owner of a unit in the Project acknowledges that, at the time of acquiring title to such unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject unit.

(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent owner(s) at his or their last known address, of a written notice that one or more installments of the annual assessment levied against the pertinent unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth: (1) the affiant's capacity to make the affidavit; (2) the statutory and other authority for the lien; (3) the amount outstanding (exclusive of interest, costs, attorney's fees, and future assessments); (4) the legal description of the subject unit(s); and (5) the name(s) of the owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

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

Section 6. Liability of Mortgagee. Notwithstanding any other provision of the Project documents, the holder of any first mortgage covering any unit in the Project which acquires title to the unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder acquires title to the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units, including the mortgaged unit).

Section 7. Developer's Responsibility for Assessments. The Developer of the Project, although a member of the Association, shall not be responsible at any time for payment of the monthly Association assessments. The Developer, however, shall at all times pay all expenses of maintaining the units that it owns, including the dwellings and other improvements located thereon, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time except expenses related to maintenance and use of the units in the

Project and of the dwellings and other improvements constructed within or appurtenant to the units that are not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all units owned by the Developer at the time the expense is incurred to the total number of units then in the Project. In no event shall Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements, or other special assessments, except with respect to units owned by it on which a completed residential dwelling is located. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any unit from the Developer or to finance any litigation or other claim against the Developer, any cost of investigating and preparing such litigation or claim, or similar related costs. A "completed residential dwelling" shall mean a dwelling with respect to which a certificate of occupancy has been issued by the City of Saline.

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

Section 9. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Project owned or possessed in common by the owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 10. Mechanic's Lien. A mechanic's lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 11. Statement as to Unpaid Assessments. The purchaser of any unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association, accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the unit itself to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the unit and the proceeds of the sale thereof prior to all claims except real property taxes and first mortgages of record.

Section 12. Lawsuit Defense Expenses. Any owner bringing an unsuccessful lawsuit against the Association and/or its Board of Directors for the administration of the affairs of the Association, found to be consistent with the provisions contained in the Project documents, shall be

chargeable for all expenses incurred by the Association. Such expenses may be collected by the Association in the same manner as an assessment.

ARTICLE III

ARBITRATION

Section 1. Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Project documents, or any disputes, claims or grievances arising among or between the owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration) and upon written notice to the Association, shall be submitted to arbitration, and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. In the absence of an agreement between the parties to use other rules, the Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

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

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

ARTICLE IV

INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate given the nature of the general common elements of the Project, carry property coverage for all risks of direct physical loss and liability insurance, fidelity coverage, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the general common elements of the Project, and such insurance shall be carried and administered in accordance with the following provisions:

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

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

(c) Premium Expenses. All premiums for insurance purchased by the Association pursuant to these By-Laws shall be expenses of administration.

(d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Project shall be required as provided in Article V of these By-Laws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied to such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless two-thirds (2/3) of all of the institutional holders of first mortgages on units in the Project have given their prior written approval.

Section 2. Authority of Association to Settle Insurance Claims. Each owner, by ownership of a unit in the Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of "all risk" property coverage, vandalism and malicious mischief, liability insurance, fidelity coverage and workmen's compensation insurance, if applicable, pertinent to the Project and the common elements appurtenant thereto, and such insurer as may, from time to time, provide such insurance to the Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the owners and their respective mortgagees, as their interests may appear (subject always to the Project documents), to execute releases of liability, and to execute all documents and to do all things on behalf of such owner and the Project as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. Responsibility of Owners. Each owner shall be obligated and responsible for obtaining "all risk" property coverage and vandalism and malicious mischief insurance with respect to his residential dwelling and all other improvements constructed or to be constructed within the perimeter of his unit, and for his personal property located therein or thereon or elsewhere on the Project. All such insurance shall be carried by each owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each owner also shall be obligated to obtain insurance coverage for his personal liability for his

undivided interest as a tenant in common with all other owners in the common elements, for occurrences within the perimeter of his unit or the improvements located thereon, and also for alternative living expenses in the event of fire. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so.

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

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of the Project shall be damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

(a) General Common Elements. If the damaged property is a general common element, the damaged property shall be rebuilt or repaired by the Association unless two-thirds (2/3) of the owners and two-thirds (2/3) of the institutional holders of mortgages on any unit in the Project agree to the contrary, and the City of Saline consents to such action.

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

Section 2. Repair in Accordance with Master Deed. Any such reconstruction or repair shall be substantially in accordance with the Master Deed unless the owners shall unanimously decide otherwise.

Section 3. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such

reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all co-owners for the costs of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 4. Timely Reconstruction and Repair. If damage to the general common elements adversely affects the appearance of the project, the Association shall proceed with replacement of the damaged property without delay.

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

(a) Taking of Unit or Improvements Thereon. In the event of any taking of all or any portion of a unit or any improvements thereon by eminent domain, the award for such taking shall be paid to the owner of such unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If an owner's entire unit is taken by eminent domain, such owner and his mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Project.

(b) Taking of General Common Elements. If there is any taking of any portion of the general common elements, the condemnation proceeds relative to such taking shall be paid to the owners and their mortgagees in proportion to their respective interest in the common elements, and the affirmative vote of at least two-thirds (2/3) of the owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) Continuation of Project After Taking. In the event the Project continues after taking by eminent domain, then the remaining portion of the Project shall be re-surveyed and the Master Deed amended accordingly and, if any unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining units based upon the continuing value of the Project of one hundred percent (100%). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution of specific approval thereof by any owner.

(d) Notification of Mortgagees. In the event any unit in the Project, or any portion thereof, or the common elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall so notify each institutional holder of a first mortgage lien on any units in the Project, provided that the name and address of each has been provided to the Association.

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

Section 6. Notification of FHLMC. In the event any mortgage in the Project is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), then, upon request therefor by FHLMC, the Association shall give it written notice at such address as it may from time to time direct of any loss to or taking of the common elements of the Project if the loss or taking exceeds \$10,000 in amount or damage to a unit covered by a mortgage purchased in whole or in part by FHLMC if such damage exceeds \$1,000.

Section 7. Priority of Mortgagee Interests. Nothing contained in the Project documents shall be construed to give an owner or any other party priority over any rights of first mortgagees of units pursuant to their mortgages in the case of a distribution to owners of insurance proceeds or condemnation awards for losses to or a taking of units and/or common elements.

ARTICLE VI

RESTRICTIONS

All of the units in the Project shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. Residential Use. No unit in the Project shall be used for other than single-family residential purposes as defined by the City of Saline Zoning Ordinance, and the common elements shall be used only for purposes consistent with single-family residential use.

Use of units shall also be restricted in the following manner:

(a) Building Size and Height. No building or structure shall exceed two stories above grade or thirty-five (35) feet in height and all buildings or structures shall be constructed within the perimeter of a unit. All buildings and structures shall be in conformity with the following minimum size standards as to living area above ground level measured by the external walls:

- (1) One Story/Ranch: 1,650 square feet.
- (2) Story and One-Half: 1,760 square feet, with a minimum of 1,260 square feet on the first floor.
- (3) Two-Story: 1,800 square feet, with a minimum of 900 square feet on the first floor.

The Developer reserves the right, within its sole discretion, to lower the required minimum square footage for specific residences, so long as the minimum square footage continues to comply with the municipal zoning requirements. Garages, porches and breezeways shall not be

included in computing minimum size requirements. All buildings shall be constructed by a licensed contractor and completed within one (1) year from the date of issuance of a building permit by the Saline Building Department. All unused building materials and temporary construction shall be removed from the premises within thirty (30) days after substantial completion of the structure. The portion of the surface of the earth which is disturbed by excavation and other construction work shall be finish graded and seeded or covered with other landscaping as soon as the construction work and weather permit. No burial of construction debris will be permitted. All soil to be removed from any of the units either in grading or excavating will, at the option of the Developer, become the property of the Developer and when removed will be placed by the owner of the unit in such place or places within the Project as the Developer will designate at the owner's expense. All driveways shall be roughed in with a gravel base before the basement is dug. Owners may not interrupt the surface flow of storm water across their units.

(b) Garages. Each single family dwelling shall have a two or three car attached garage. Carports and detached garages shall not be erected, placed or permitted to remain on any unit. All driveways shall be surfaced with asphalt, concrete or paving bricks, at the time of construction of the dwelling served thereby, weather permitting. For security and aesthetic reasons, garage doors will be kept closed at all times except as may be reasonably necessary to gain access to and from any garage.

(c) Temporary Structures. No old or used structure, of any kind, shall be placed upon any unit. No temporary structure of any character such as a tent, camper, mobile home, trailer, shack, barn, and/or other out-building of any design whatsoever shall be erected or placed upon any unit prior to construction of the main residence, nor shall any such structure be occupied as living quarters at any time. This provision shall not prevent the use of temporary structures incidental to and during construction of the main residence provided that such temporary structures shall be removed from the premises immediately upon completion of the main residence.

(d) Accessory Buildings. No accessory building or other out-building shall be permitted on any unit.

(e) Swimming Pools. All swimming pools shall be below ground, except children's play pools, hot tubs and jacuzzi tubs.

(f) Fences. No owner shall construct, or cause to be constructed, any fence of any nature upon his unit or the common elements. Perimeter fences along the exterior lines of the Project shall be permitted, however, perimeter fences along the exterior lines between units shall not be permitted. Perimeter fences around swimming pools shall be required to be constructed in accordance with all applicable building codes. Fences shall not be located within the front set-back of the structure to be located on each unit and shall

not exceed five feet in height except around swimming pools and tennis courts. Fenced dog runs shall be permitted with advance written approval of the Association as to size, location and fencing materials. No dog run may be constructed in front of the rear line of the dwelling constructed within a unit or within the side yard set back line, and any such dog run must be attached to the rear of the dwelling to allow direct access from the house, deck or patio. All fencing and/or screening shall be made of materials which are architecturally compatible with the main residence, specifically excluding cyclone fencing, snow fencing and plywood, but including split rail construction, which may have a green wire liner on the inner side of the fence.

(g) Exterior Lighting. No owner shall install exterior lighting that causes excessive illumination so as to constitute a nuisance to other owners. Prohibited lighting shall include, but not be limited to, mercury vapor and halogen lighting. All exterior lighting shall be mounted on the sides of dwellings, except for low wattage lighting adjacent to driveways, decks, patios, walkways, and swimming pools.

(h) Mailboxes. The size, color, style, location and other attributes of the mailbox for each residence shall be as specified and installed by the Developer, with the approval of the U.S. Postmaster for the City of Saline, in order to insure consistency and uniformity within the Project.

(i) Antenna. No radio, television or other antenna or aerial shall be permitted on any unit other than the type commonly used for domestic residential purposes. Any antenna or aerial shall be installed on the main residence and not on a separate pole or tower. Dish-type antennae in excess of two (2) feet in diameter shall not be permitted nor shall any antenna or aerial exceeding six feet in height above the roof ridge line on any dwelling.

(j) Maintenance of Unimproved Units. Units which have not been improved shall remain in their natural state, but shall be maintained in a presentable condition by the owner. Grassy areas shall be mowed a minimum of twice each summer to control weeds. No dumping shall be allowed on unimproved units.

(k) Refuse and Garbage. Each owner shall promptly dispose of all refuse and garbage so that it will not be objectionable or visible to adjacent owners. No outside storage of refuse or garbage or outside incinerator shall be permitted. Each residence shall be equipped with an interior garbage disposal. No disposal of garbage, rubbish, leaves or debris shall be allowed on vacant units. Garden composting shall be allowed provided that it shall not result in a violation of any other restriction in these By-Laws.

(l) Access to Units 8 and 9 and Units Backing on Austin Road. Vehicular access for Units 8 and 9 shall be restricted to Castlebury Drive and vehicular access for units backing on Austin Road shall be

restricted to Melrose Court, Pembroke Drive or Stone Glen Court, as applicable.

(m) Trees. The initial owner of each unit who shall construct a dwelling thereon shall provide a minimum of two (2) trees in the front lawn extension of his unit on his side of the street. Said trees shall be placed at a minimum distance apart of fifty (50) feet. The initial owner of corner units shall be responsible for two (2) trees on each right-of-way side, with spacing established by the approved landscaping plan. Only large deciduous trees may be installed in street margins and several acceptable examples are oak, hard maple, ash, hackberry, or sycamore. All such trees shall be a minimum of two inches in diameter at a height of five feet above ground level.

(n) Units 53 through 63. The final site plan approved by the City of Saline shows a berm running near the eastern boundary of the Project that shall be at least four (4) feet high and twenty (20) feet wide. The berm shall not encroach into the existing hedge row wooded areas which extend approximately twenty-five (25) feet west of the eastern boundary line of the Project. Both the wooded areas and the berm are meant to serve as a buffer between the Project and the adjacent single family subdivision. Therefore, the wooded areas and the berm shall not be altered in the future without the express written consent of both the Association and the City of Saline.

Section 2. Leasing and Rental.

(a) Right to Lease. An owner may lease his unit and the improvements thereon for single family residential purposes as defined by the City of Saline. No owner shall lease less than an entire unit and the improvements thereon. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Project documents. The Developer may lease any number of units and the improvements thereon in its discretion.

(b) Leasing Procedures. The leasing of units and improvements thereon shall conform to the following provisions:

- (1) Tenants and non-owner occupants shall comply with all of the conditions of the Project documents, and all leases and rental agreements shall so state.
- (2) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Project documents, the Association shall take the following action:
 - i. The Association shall notify the owner by certified mail advising of the alleged violation by the tenant.

- ii. The owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
- iii. If, after fifteen (15) days, the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the owner and tenant or non-owner occupant for breach of the conditions of the Project documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the owner liable for any damages to the common elements caused by the owner or tenant in connection with the unit or the Project.
- (3) When an owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying an owner's unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

Section 3. Architectural Control. No dwelling, structure or other improvement shall be constructed within a unit or elsewhere within the Project, nor shall any exterior modification be made to any existing dwelling, structure or improvement, unless plans and specifications therefor containing such detail as the Developer may reasonably request have first been approved by the Developer. Construction of any dwelling or other improvements must also receive any necessary approvals from the local public authority. The Developer shall have the right to refuse to approve any such plans or specifications or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, proposed exterior materials (which may include wood (with limited amounts of textured plywood siding, such as T-111), brick, and stone, but no aluminum or brick laminate) and exterior colors which shall blend in with existing residences and the natural surroundings, the site upon which it is proposed to be constructed, the location of the dwelling within each unit, and the degree of harmony thereof with the Project as a whole and the area of future development described in the Master Deed. No log residential housing will be permitted. All dwellings

must be constructed with at least two gables in the front elevation, with a minimum of one thousand bricks on the front and/or side elevations and a roof pitch of 8/12 or more, 10/12 being preferred. No flat roofs will be permitted and a minimum roof pitch will be required. The purpose of this Section is to assure the continued maintenance of the Project as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all owners. Further, the restrictions hereby placed upon the premises shall not be construed or deemed to create negative reciprocal covenants, easements or any restrictions upon the use of the area of future development described in the Master Deed or any portion thereof unless, until and only to the extent such land is included in this Project by Master Deed amendment. The Developer's rights under this Article VI, Section 3 may, in the Developer's discretion, be assigned to the Association or other successor to the Developer. The Developer may construct any improvements upon the Project that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Project documents.

Section 4. Changes in Common Elements. Except as provided in Article VI, Section 3 above with respect to the Developer, no owner shall make changes in any of the common elements without the express written approval of the Board of Directors of the Association, and the City of Saline, if applicable.

Section 5. Activities. No unlawful or offensive activity shall be carried on in any unit or upon the common elements, nor shall anything be done which may be or become an annoyance or a nuisance to the owners of the Project. No garage sales shall be permitted on any unit in the Project, except when done in conjunction with the sale of the residence and then such sale shall be limited to two (2) days in duration. No unreasonably noisy activity shall occur in or on the common elements or in any unit at any time, and disputes among owners arising as a result of this provision which cannot be amicably resolved shall be arbitrated by the Association. No owner shall do or permit anything to be done or keep or permit to be kept in his unit or on the common elements anything that will increase the rate of insurance on the Project without the written approval of the Association, and each owner shall pay to the Association the increased insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots, or other similar dangerous weapons, projectiles or devices.

Section 6. Pets. Subject to the provisions of this Section 6, owners shall be entitled to keep pets of a domestic nature that will reside within the dwelling constructed within their units. No pet or animal may be kept or bred for any commercial purpose. Pets shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any unit or on the common

elements. In the event an owner's pet causes unnecessary and unreasonable disturbance or annoyance to other owners, one or more, and such owner files a written complaint with the Association specifying the cause of such disturbance or annoyance, the Board of Directors, after notice and opportunity for hearing before the Board to the owner keeping the pet, may, if it determines that such pet is in fact causing unnecessary and unreasonable disturbance or annoyance, require the owner to remove the pet from his unit and the Project or impose such other restrictions on the keeping of such pet as are reasonable. No pet or animal may be permitted to run loose at any time upon other units or the common elements, and any animal shall at all times be leashed and attended by some responsible person while on the common elements. No dog houses or unattended tethering of dogs shall be allowed on any unit in the Project. No savage or dangerous animal shall be kept, and any owner who causes any animal to be brought or kept upon the Project shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each owner shall be responsible for collection and disposition of all fecal matter disposed by any pet maintained by such owner. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Project which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be licensed with Washtenaw County and registered with the Association and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these By-Laws and in accordance with duly adopted rules and regulations of the Association.

Section 7. Aesthetics. Neither the common elements nor the unit outside of the dwelling and garage constructed thereon shall be used for storage of supplies, materials, personal property, or trash or refuse of any kinds, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in garages and shall not be permitted to remain elsewhere on the unit or common elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. In general, no activity shall be carried on nor condition maintained by an owner, either in his unit or upon the common elements, which is detrimental to the appearance of the Project.

Section 8. Vehicles. No travel trailers, motor homes, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobiles, snowmobile trailers, or vehicles other than automobiles or vehicles used primarily for general personal transportation purposes may be parked or stored upon the Project, unless parked in the garage with the door closed. Travel trailers, motor homes, camping vehicles, and camping trailers may be temporarily parked upon the unit for a period of no more than twenty-four (24) consecutive hours for loading and unloading purposes. No inoperable vehicles of any type may be brought or stored upon the Project either temporarily or permanently, unless parked in the garage with the doors closed. Commercial vehicles and trucks shall not be parked in or about the Project (except as

above provided) except while making deliveries or pick ups in the normal course of business. Use of motorized vehicles anywhere on the Project, other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this Section 8, is absolutely prohibited.

Section 9. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a unit or on the common elements, excluding "For Sale" signs which shall not exceed three (3) square feet in area per side, without written permission from the Association and, during the construction and sales period, from the Developer.

Section 10. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the owners in the Project. Reasonable rules and regulations consistent with the Act, the Master Deed and these By-Laws concerning the use of units and the common elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the transitional control date. Copies of all such rules and regulations and amendments thereto shall be furnished to all owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all owners in number and in value. Such rules may not be applied to limit the Developer's construction, sales or rental activities.

Section 11. Right of Access of Association. The Association or its duly authorized agents shall have access to the portion of each unit not occupied by the dwelling from time to time, during reasonable working hours, upon notice to the owner thereof, as may be necessary for the maintenance, repair or replacement of any of the common elements. The Association or its agents shall also have access to each unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another unit, and shall not be liable to such owner for any necessary damage to his unit caused thereby.

Section 12. Landscaping. No owner shall perform any landscaping or remove, trim or plant any trees, shrubs or flowers or place any ornamental materials on the general common elements without the prior written approval of the Developer, or the Association, if applicable. Basic landscaping, including finish grading, seeding or sodding, must be completed within six (6) months after date of occupancy, weather permitting. The owner of each unit shall develop a landscape treatment which will tend to enhance, complement and harmonize with adjacent property. This will best be accomplished by saving as much mature tree growth as possible, and the clearing of selected areas of underbrush and less desirable tree growth in order to open special views and to reduce competition with the mature or specimen vegetation. No existing trees shall be cut, except for diseased and dead trees, or those that are of a nuisance species, such as poplar, willow or box elder, without the prior written approval of the Developer or

the Association, as set forth in Section 3 of this Article. No surface soil shall be dug or removed from any unit for purposes other than building and landscaping of the unit, without the prior written approval of the Developer, or the Association, if applicable. All debris shall be promptly removed. New planting shall complement and enhance the character of the existing vegetation, topography and structures. Each owner shall have the responsibility to maintain the grounds of his unit, together with that portion of the general common elements in front thereof between the unit and the traveled portion of the road right-of-way, including the mowing of grass to a height of six inches (6") or less, removal of weeds, and proper trimming of bushes and trees. If the Association shall receive complaints from other owners regarding lack of maintenance of the grounds of a unit, then, and in that event, it shall have the right and duty to have such maintenance of the grounds of the unit performed as the Board of Directors shall determine as being reasonable, and the charges therefor shall become a lien upon the unit and collected in the fashion as set forth in Article II of these By-Laws.

Section 13. Common Element Maintenance. Streets, sidewalks, yards, landscaped areas, and driveways shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or other obstructions may be left unattended on or about the common elements, or they may be removed and disposed of at the discretion of the Association.

Section 14. Owner Maintenance. Each owner shall maintain his unit, together with that portion of the general common elements in front thereof between the unit and the traveled portion of the road right-of-way, and the improvements on the unit in a safe, aesthetically pleasing, clean, and sanitary condition. Each owner shall also use due care to avoid damaging any of the common elements, including, but not limited to, the telephone, natural gas, electrical, plumbing, drainage courses or other utility conduits and systems and any other common elements within any unit which are appurtenant to or which may affect any other unit. Each owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him or his family, guests, agents, or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible owner in the manner provided in Article II hereof.

Section 15. Reserved Rights of Developer.

(a) Prior Approval by Developer. During the construction and sales period, no hedges, trees or substantial plantings or landscaping shall be installed, removed or trimmed until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by the Developer, and a copy of

said plans and specifications, as finally approved, lodged permanently with the Developer.

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

(c) Enforcement of By-Laws. The Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private residential community for the benefit of the owners and all persons interested in the Project. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any common elements and/or to do any landscaping required by these By-Laws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these By-Laws throughout the construction and sales period notwithstanding that it may no longer own a unit in the Project, which right of enforcement shall include (without limitation) an action to restrain the Association or any owner from any activity prohibited by these By-Laws.

(d) Variances. The Developer reserves the right, within its sole discretion, to grant variances from the restrictions in Article VI on a case by case basis for specific residences.

Section 16. Wetland Preserves. Private wetland preserves are located on the general common elements in the Project as is shown on the Condominium Subdivision Plan attached to the Master Deed as Exhibit B. The wetland preserves have been designated by the Developer to serve as permanent natural open space areas and the natural topography, vegetation, wildlife habitat, and ecological character and nature of the wetland preserves, having been deemed assets worthy of preservation, shall remain intact and undisturbed to the extent possible. Construction of buildings, or other structures, in the wetland preserves is prohibited. No pesticides, herbicides or commercial fertilizers shall be used in the wetland preserves, however, natural or organic fertilizer such as leaves, leaf humus, green manure, etc., may be used. Cutting or clearing of vegetation, other than dead or diseased trees, is prohibited. Storage or

dumping of any items or materials, including but not limited to vehicles, structures, building materials, trash, or refuse, is prohibited on the wetland preserves. The Association shall be responsible for maintaining the wetland preserves in a proper manner as may be required to maintain access to the site through nature trails and to preserve existing topography, vegetation, wildlife habitat, and the ecological character and nature of the areas.

Section 17. Special Assessment District. Each owner, by the purchase of a unit in the Project, agrees to participate through the Association in a future special assessment district undertaken by the City of Saline for the reasonable cost of constructing such improvements as may be necessary to increase the capacity of the City sanitary sewer system, and the City water distribution system, to serve the Project in proportion to the benefits conferred on the Project by the construction of such public improvements. This requirement is contained in the Site Condominium Agreement entered into between the Developer and the City of Saline on the 1st day of July, 1996, and recorded on the 16th day of July, 1996, in Liber 3290, Page 130, Washtenaw County Records.

ARTICLE VII

MORTGAGES

Section 1. Notice to Association. Any owner who mortgages his unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such unit, which shall provide its name and address, and the unit number or address of the unit on which it has a mortgage, report any unpaid assessments due from the owner of such unit. The Association shall give to the holder of any first mortgage covering any unit in the Project, which shall have provided the information required, written notification of any default in the performance of the obligations of the owner of such unit that is not cured within sixty (60) days.

Section 2. Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the general common elements against fire, perils covered by extended coverage, and against vandalism and malicious mischief, public liability, and fidelity coverage, and the amount of such coverage to the extent that the Association is obligated by the terms of these By-Laws to obtain such insurance coverage, as well as of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

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

Section 4. Notice. Whenever a notice requirement appears in these By-Laws for the benefit of a mortgagee which requires a response in support of or against a proposal submitted by the Association, the mortgagee shall respond within thirty (30) days of receipt of said notice or the lack of response thereto shall be deemed as approval of the proposal, provided the notice was delivered by certified mail, with a return receipt requested.

ARTICLE VIII

VOTING

Section 1. Vote. Except as limited in these By-Laws, each owner shall be entitled to one vote for each unit owned.

Section 2. Eligibility to Vote. No owner other than the Developer shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a unit in the Project to the Association, such as a copy of a recorded deed, signed land contract or title insurance policy. A land contract vendee shall be considered the owner for voting purposes. Except as provided in Article XI, Section 2 of these By-Laws, no owner, other than the Developer, shall be entitled to vote prior to the date of the first annual meeting of members held in accordance with Section 2 of Article IX. The vote of each owner may be cast only by the individual representative designated by such owner in the notice required in Section 3 of this Article VIII or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the first annual meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no units at some time or from time to time during such period. At and after the first annual meeting, the Developer shall be entitled to one vote for each unit which it owns.

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

Section 4. Quorum. The presence in person or by proxy of 30% of the owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Project documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

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

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than 50% of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE IX

MEETINGS

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

Section 2. First Annual Meeting. The first annual meeting of members of the Association may be convened only by the Developer and may be called at any time after more than fifty percent (50%) of the units in Torwood (determined with reference to the recorded Consolidating Master Deed) have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to nondeveloper owners of seventy-five percent (75%) in number of all units that may be created or fifty-four (54) months after the first conveyance of legal or equitable title to a nondeveloper owner of a unit in the Project, whichever first occurs. The Developer may call meetings of members for informative or other appropriate purposes prior to the first annual meeting of members, and no such meeting shall be construed as the first annual meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each owner. The phrase "units that may be created" as used in this paragraph and elsewhere in the Project documents refers to the maximum number of units which the Developer is permitted under the Project documents to include in the Project.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held in the month of September of each succeeding year after the year in which the first annual meeting is held, on such date and

at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight months after the date of the first annual meeting. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Article XI of these By-Laws. The owners may also transact at annual meetings such other business of the Association as may properly come before them.

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

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purposes thereof as well as the time and place where it is to be held, upon each owner of record at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these By-Laws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

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

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

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the

percentage of approvals necessary to approve the action; and (c) the time by which the ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

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

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

ARTICLE X

ADVISORY COMMITTEE

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

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The first Board of Directors designated by the Developer shall be composed of three (3) persons, and such first Board of Directors shall manage the affairs of the Association until a successor Board of Directors is elected at the first annual meeting of members of the Association convened at the time required by Article IX, Section 2 of these By-Laws. At such first annual meeting of members of the Association, the Board of Directors shall be increased in size from three (3) persons to five (5) persons. The members of the Board of Directors must be members of the Association or officers, partners, trustees, employees, or agents of members of the Association. Directors shall serve without compensation.

Section 2. Election of Directors.

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

(b) Appointment of Nondeveloper Owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper owners of twenty-five percent (25%) in number of the units that may be created, one (1) out of the three (3) Directors shall be selected by nondeveloper owners. When the required percentage of conveyances has been reached, the Developer shall notify the nondeveloper owners and request that they hold a meeting and elect the required Director. Upon certification to the Developer by the owners of the Director so elected, the Developer shall then immediately appoint such Director to the Board to serve until the first annual meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

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

(1) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper owners of seventy-five percent (75%) in number of the units that may be created, the nondeveloper 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 units that remain to be created and sold equal at least ten percent (10%) of all units that may be created in the Project. When the seventy-five percent (75%) conveyance level is achieved, a meeting of owners shall be promptly convened to effectuate this provision, even if the first annual meeting has already occurred.

- (2) Regardless of the percentage of units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a nondeveloper owner of a unit in the Project, the nondeveloper owners have the right to elect a number of members of the Board of Directors equal to the percentage of units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (1). Application of this subsection does not require a change in the size of the Board of Directors.
- (3) If the calculation of the percentage of members of the Board of Directors that the nondeveloper owners have the right to elect under subsection (2) or if the product of the number of members of the Board of Directors multiplied by the percentage of units held by the nondeveloper owners under subsection (b) results in a right of nondeveloper owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the nondeveloper owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one director as provided in subsection (1).
- (4) At the first annual meeting of members, three Directors shall be elected for a term of two years and two Directors shall be elected for a term of one year. At such meeting, all nominees shall stand for election as one slate, and the three persons receiving the highest number of votes shall be elected for a term of two years and the two persons receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, either three or two Directors shall be elected, depending upon the number of Directors whose terms expire. After the first annual meeting, the term of office (except for the two Directors elected for one year at the first annual meeting) of each Director shall be two years. The Directors shall hold office until their successors have been elected and hold their first meeting.
- (5) Once the owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX,

Section 3 hereof.

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

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

(a) To manage and administer the affairs of and to maintain the Project and the common elements thereof.

(b) To levy, collect and disburse assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association, and to impose late charges for nonpayment of said assessments.

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

(d) To rebuild improvements to the common elements after casualty, subject to all of the other applicable provisions of the Project documents.

(e) To contract for and employ persons, firms, corporations, or other agents to assist in the management, operation, maintenance, and administration of the Project, including fulfilling drainage responsibilities within individual units.

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

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of sixty percent (60%) of all of the members of the Association.

(h) To make rules and regulations in accordance with Article VI, Section 10 of these By-Laws.

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

such committees any functions or responsibilities which are not by law or the Project documents required to be performed by the Board.

(j) To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to enable owners to obtain mortgage loans which are acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the Federal Government or the State of Michigan.

(k) To levy, collect and disburse fines against and from the members of the Association after notice and hearing thereon and to use the proceeds thereof for the purposes of the Association.

(l) To assert, defend or settle claims on behalf of all owners in connection with the common elements of the Project. The Board shall provide at least a ten (10) day written notice to all owners on actions proposed by the Board with regard thereto.

(m) To enforce the provisions of the Project documents.

Section 5. Management Agent. The Board of Directors may employ a professional management agent for the Association (which may be the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Project documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than one (1) year or which is not terminable by the Association upon thirty (30) days' written notice thereof to the other party, and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the transitional control date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among nondeveloper owner elected Directors which occur prior to the transitional control date may be filled only through election by nondeveloper owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) in number and in value of all of the owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal thirty percent (30%) requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the nondeveloper owners to serve before the first annual meeting may be removed before the first annual meeting in the same manner set forth in this paragraph for removal of Directors generally.

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

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

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

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

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting to

a subsequent time upon twenty-four (24) hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for purposes of determining a quorum.

Section 13. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the transitional control date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Project documents.

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

ARTICLE XII

OFFICERS

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

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

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

(c) Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors

may direct; and he shall, in general perform all duties incident to the office of Secretary.

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

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

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

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

ARTICLE XIII

SEAL

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

ARTICLE XIV

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration and which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and the owners. Such accounts and all other Association records shall be open for inspection by the owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor that such audit be a

certified audit. Any institutional holder of a first mortgage lien on any unit in the Project shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration. If an audited statement is not available, any holder of a first mortgage on a unit in the Project shall be allowed to have an audited statement prepared at its own expense.

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

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

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

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

ARTICLE XVI

AMENDMENTS

Section 1. Proposal. Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by one-third (1/3) or more of the owners by instrument in writing signed by them.

Section 2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these By-Laws.

Section 3. Voting by Board of Directors. These By-Laws may be amended by an affirmative vote of a majority of the Board of Directors, provided that such amendments do not materially alter or change the rights of owners, mortgagees or other interested parties, or amend Article VI without the prior written approval of the Developer (if the Developer continues to own at least one unit in the Project), and to keep these By-Laws in compliance with the Act.

Section 4. Voting by Owners. These By-Laws may be amended by the owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than two-thirds (2/3) of all owners. No consent of mortgagees shall be required to amend these By-Laws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of two-thirds (2/3) of the mortgagees shall be required, with each mortgagee to have one vote for each mortgage held. Consent from the Developer shall be obtained if any amendment of Article VI is proposed and the Developer continues to own at least one unit in the Project. Consent from the City of Saline shall be obtained if any public interest is affected. A person causing or requesting an amendment to the Project documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of a prescribed majority of owners or based upon the Advisory Committee's decision, the costs of which are expenses of administration.

Section 5. By Developer. Prior to the first annual meeting of members, these By-Laws must be recorded in the Office of the Washtenaw County Register of Deeds, and they may be amended prior to that meeting by the first Board of Directors upon proposal of amendments by the Developer, without approval from any person, to keep these By-Laws in compliance with the Act and to make such other amendments to these By-Laws as shall not increase or decrease the benefits or obligations or materially affect the rights of any member of the Association.

Section 6. When Effective. Any amendment to these By-Laws shall become effective upon the recording of such amendment in the Office of the Washtenaw County Register of Deeds.

Section 7. Binding. A copy of each amendment to the By-Laws shall be furnished to every member of the Association after adoption; provided,

however, that any amendment to these By-Laws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

Section 8. Notice. Eligible mortgage holders, those holders of a first mortgage on a unit who have requested the Association to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders, also shall have the right to join in the decision making about certain amendments to the Project documents.

ARTICLE XVII

COMPLIANCE

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

ARTICLE XVIII

DEFINITIONS

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

ARTICLE XIX

REMEDIES FOR DEFAULT

Any default by an owner shall entitle the Association or another owner or owners to the following relief:

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

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by an owner, the Association, if successful, shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any owner be entitled to recover such attorney's fees.

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

Section 4. Assessment of Fines. The violation of any of the provisions of the Project documents by any owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all owners in the same manner as prescribed in Article IX, Section 5 of these By-Laws. Thereafter, fines may be assessed only upon notice to the offending owners as prescribed in said Article IX, Section 5, and after an opportunity for such owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these By-Laws. No fine shall be levied for the first violation. No fine shall exceed Twenty-Five Dollars (\$25.00) for the second violation, Fifty Dollars (\$50.00) for the third violation, or One Hundred Dollars (\$100.00) for any subsequent violation.

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

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

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

ARTICLE XX

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Project documents or by law, including the right and power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights, and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved by or granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the construction and sales period as defined in Article I of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Project and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXI

SEVERABILITY

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

13:condos:torwood.byl

**REPLAT NO. 3 OF
WASHTENAW COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 250**

**EXHIBIT B TO THE THIRD AMENDMENT
TO THE MASTER DEED OF**

TORWOOD

**A CONDOMINIUM IN
THE CITY OF SALINE,
WASHTENAW COUNTY,
MICHIGAN**

**DEVELOPER:
TORWOOD DEVELOPMENT CO., L.L.C.
P.O. BOX 550
SALINE, MICHIGAN 48176-0550**

**SURVEYOR (SHEETS 3.4.5 AND 6):
ALPHA CONSULTING ENGINEERS, INC.
2030 DHU WARREN ROAD
ANN ARBOR, MICHIGAN 48105**

**SURVEYOR (REMAINING SHEETS):
ATWELL-HICKS, INC.
500 AVIS DRIVE
ANN ARBOR, MICHIGAN 48108**

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L-4177 P-455
Peggy M. Haines - Washtenaw Co. DMAPM

LEGAL DESCRIPTIONS:

DESCRIPTION OF UNITS 1-15

Commencing at the Northeast corner of Section 2, T4S, R5E, City of Saline, Washtenaw County, Michigan; thence S00°04'30"E 1387.71 feet along the North line of said Section 2; thence S16°17'39"W 262.02 feet; thence S30°47'48"E 108.68 feet for a PLACE OF BEGINNING; thence S23°43'46"W 88.09 feet; thence 147.57 feet along the arc of a 292.00 foot radius circular curve to the right, having a chord which bears S38°12'24"W 146.00 feet; thence S52°41'01"W 73.11 feet; thence S11°68' circular curve to the left, having a chord which bears S23°41'35"W 288.55 feet; thence S05°17'51"E 139.00 feet; thence S05°19'56"W 617.00 feet radius circular curve to the right, having a chord bearing S0°00'10"W 114.31 feet; thence S05°19'56"W 136.00 feet; thence S22°23' feet along the arc of a 667.00 foot radius non-tangential circular curve to the right, having a chord bearing N8°01'40"W 221.20 feet; thence N70°41'24"W 60.56 feet; thence 163.34 feet along the arc of a 728.00 foot radius circular curve to the left, having a chord which bears N10°38'30"E 163.02 feet; thence N04°28'08"E 228.64 feet; thence 369.77 feet along the arc of a 642.00 foot radius circular curve to the right, having a chord bearing N20°59'09"E 364.68 feet; thence N37°28'10"E 64.66 feet; thence 355.38 feet along the arc of a 267.00 foot radius circular curve to the right, having a chord bearing N75°35'58"E 329.72 feet; thence S66°16'14"E 45.58 feet to the Place of Beginning, containing 5.71 acres of land, more or less.

DESCRIPTION OF UNITS 39-40, 96-105 AND 121-131

Commencing at the Northeast corner of Section 2, T4S, R5E, City of Saline, Washtenaw County, Michigan; thence N89°59'27"W 572.83 feet along the North line of said Section 2; thence S16°17'39"W 262.02 feet; thence S30°47'48"E 108.68 feet for a PLACE OF BEGINNING; thence S23°43'46"W 88.09 feet; thence 147.57 feet along the arc of a 292.00 foot radius circular curve to the right, having a chord which bears S38°12'24"W 146.00 feet; thence S52°41'01"W 73.11 feet; thence S11°68' circular curve to the left, having a chord which bears S23°41'35"W 288.55 feet; thence S05°17'51"E 139.00 feet; thence S05°19'56"W 617.00 feet radius circular curve to the right, having a chord bearing S0°00'10"W 114.31 feet; thence S05°19'56"W 136.00 feet; thence S22°23' feet along the arc of a 667.00 foot radius non-tangential circular curve to the right, having a chord bearing N8°01'40"W 221.20 feet; thence N70°41'24"W 60.56 feet; thence 163.34 feet along the arc of a 728.00 foot radius circular curve to the left, having a chord which bears N10°38'30"E 163.02 feet; thence N04°28'08"E 228.64 feet; thence 369.77 feet along the arc of a 642.00 foot radius circular curve to the right, having a chord bearing N20°59'09"E 364.68 feet; thence N37°28'10"E 64.66 feet; thence 355.38 feet along the arc of a 267.00 foot radius circular curve to the right, having a chord bearing N75°35'58"E 329.72 feet; thence S66°16'14"E 45.58 feet to the Place of Beginning, containing 5.71 acres of land, more or less.

DESCRIPTION OF UNITS 16-20, 35-38, 108-120 AND OPEN SPACE

Commencing at the Northeast corner of Section 2, T4S, R5E, City of Saline, Washtenaw County, Michigan; thence N89°59'27"W 572.83 feet along the North line of said Section 2 for a PLACE OF BEGINNING; thence continuing N89°59'27"W 1077.16 feet along said North line of Section 2; thence S00°04'33"E 1772.35 feet; thence N89°55'27"E 117.00 feet; thence N71°51'30"E 60.11 feet; thence S18°10'45"E 269.10 feet; thence N37°28'10"E 143.58 feet; thence 410.23 feet along the arc of a circular curve to the left, radius 692.00 feet, chord bearing N21°27'09"E 404.25 feet; thence N04°28'08"E 228.64 feet; thence 407.78 feet along the arc of a circular curve to the right, radius 708.00 feet, chord bearing N20°58'09"E 402.17 feet; thence N37°28'10"E 64.66 feet; thence 408.00 feet along the arc of a circular curve to the right, radius 333.00 feet, chord bearing N71°52'54"E 376.39 feet; thence N16°17'39"E 62.03 feet to the Place of Beginning, containing 20.31 acres of land, more or less.

DESCRIPTION OF UNITS 21-33, 41-44 AND 132-143

Commencing at the NE corner of Section 2, T4S, R5E, City of Saline, Washtenaw County, Michigan; thence S00°04'30"E 1387.71 feet (recorded on 138E.62 feet) along the East line of said Section 2 and the West line of Stonesciff Subdivision as recorded in Liber 22 of Plats, Page 29, Washtenaw County Records; thence N89°34'06"W 660.00 feet; thence S00°04'30"E 1270.00 feet; thence N89°34'06"W 474.00 feet along the North line of said Section 2; thence N16°17'39"E 62.03 feet to the Place of Beginning, containing 14.50 acres of land, more or less.

Commencing at the NE corner of Section 2, T4S, R5E, City of Saline, Washtenaw County, Michigan; thence S00°04'30"E 1387.71 feet (recorded on 138E.62 feet) along the East line of said Section 2 and the West line of Stonesciff Subdivision as recorded in Liber 22 of Plats, Page 29, Washtenaw County Records; thence N89°34'06"W 660.00 feet; thence S00°04'30"E 1270.00 feet; thence N89°34'06"W 474.00 feet along the North line of said Section 2; thence N16°17'39"E 62.03 feet to the Place of Beginning, containing 14.50 acres of land, more or less.

SHEET INDEX:

SHEET	DESCRIPTION
#1	TITLE AND DESCRIPTIONS
#1A	LEGAL DESCRIPTIONS
#2	COMPOSITE PLAN
#3	SHEET DELETED BY PRIOR REPLAT
#4	SITE AND SURVEY PLAN - UNITS #1-13 AND #27-34
#5	SITE AND SURVEY PLAN - UNITS #14-26
#6	UTILITY PLAN - UNITS #1-34
#7	SITE AND SURVEY PLAN - UNITS #35-37 AND #40-44
#8	SITE AND SURVEY PLAN - UNITS #45-59 AND #72-80
#9	SITE AND SURVEY PLAN - UNITS #60-71 AND #94-95
#10	UTILITY PLAN - UNITS #35-37 AND #40-44
#11	UTILITY PLAN - UNITS #45-59 AND #72-80
#12	UTILITY PLAN - UNITS #60-71 AND #94-95
#13	SITE AND SURVEY PLAN - UNITS #81-92 AND #97-105
#14	SITE AND SURVEY PLAN - UNITS #83,96 AND #107
#15	UTILITY PLAN - UNITS #81-92 AND #97-105
#16	UTILITY PLAN - UNITS #93,96 AND #107
#17	SITE AND SURVEY PLAN - UNITS #108-114 AND #127-131
#18	SITE AND SURVEY PLAN - UNITS #38-39 AND #115-126
#19	SITE AND SURVEY PLAN - UNITS #132-139
#20	SITE AND SURVEY PLAN - UNITS #140-154
#21	UTILITY PLAN - UNITS #108-114 AND #127-131
#22	UTILITY PLAN - UNITS #38-39 AND #115-126
#23	UTILITY PLAN - UNITS #132-139
#24	UTILITY PLAN - UNITS #140-154

THE ASTERISKS (*) SHOWN ABOVE INDICATE AMENDED OR NEW SHEETS. THESE SHEETS WITH THE SUBMISSION ARE TO REPLACE THOSE SHEETS PREVIOUSLY RECORDED.

THE ASTERISKS (**) SHOWN ABOVE INDICATE THAT UNIT 106 HAS BEEN INTENTIONALLY OMITTED.

ATWELL-HICKS, INC.
CIVIL ENGINEERING SURVEYING & PLANNING
ENVIRONMENTAL SERVICES
734-994-4000 • FAX NO. 734-994-1599
ANN ARBOR, MICHIGAN

TOWN 4 SOUTH, RANGE 5 EAST
CITY OF SALINE
WASHTENAW COUNTY, MICHIGAN

TORWOOD DEVELOPMENT CO. L.L.C.
TORWOOD

38558CDD00
DATE
REVISED

DATE
PAGE 1
JOB 43858
FILE NO. 138-299-1



PROPOSED DATE: AUGUST 1, 2002

MARK D. PASCOE
PROFESSIONAL ENGINEER NO. 34033
ATWELL-HICKS, INC.
500 AVIS DRIVE, SUITE 100
ANN ARBOR, MICHIGAN 48108
(734) 984-6000

**TITLE AND DESCRIPTIONS
TORWOOD**

Page: 12 of 34
 10/29/2002 01:05P
 L-4177 P-455

Peggy M. Haines - Washtenaw Co. DWRM

DESCRIPTION OF UNITS 34, 45-67, 144-154 AND OPEN SPACE

Commencing at the NE corner of Section 2, T4S, R5E, City of Saline, Washtenaw County, Michigan; thence S00°04'30"E 1387.71 feet along the East line of said Section 2; thence S16°17'39"W 282.02 feet; thence S30°47'46"E 108.88 feet; thence S66°05'24"E 173.08 feet, to a PLACE OF BEGINNING; thence N70°08'42"E 170.65 feet; thence S47°08'42"E 254.25 feet; thence S16°17'39"W 453.27 feet; thence S71°39'05"W 256.81 feet; thence S149°49'14"E 305.25 feet along the arc of a circular curve to the right, radius 667.00 feet, chord bearing S28°04'21"W 149.18 feet; thence N05°19'56"E 126.72 feet; thence S126°52'18"W 126.54 feet; thence N00°01'00"E 163.00 feet; thence N05°17'51"W 139.00 feet; thence S57°52'18"E 171.06 feet; thence S24°44'35"W 151.20 feet; thence S17°10'06"E 40.99 feet; thence S50°33'57"E 53.40 feet; thence S11°59'54"W 93.58 feet along the arc of a reverse circular curve to the left, radius 50.00 feet, chord bearing N32°27'03"E 99.60 feet; thence N74°44'14"W 18.04 feet; thence N50°32'57"W 18.04 feet; thence S31°65'57"E 339.13 feet; thence N37°44'14"W 110.69 feet; thence S28°45'57"E 40.99 feet; thence S24°44'35"W 272.50 feet; thence S22°52'27"E 181.30 feet; thence N03°50'31"E 179.98 feet; thence N05°19'56"E 4.97 feet; thence S16°17'39"W 108.88 feet; thence N03°28'22"W 272.50 feet; thence N30°47'31"E 48.30 feet; thence S25°61'15"E 178.99 feet; thence N23°43'16"E 83.15 feet; to the Place of Beginning, containing 7.13 acres of land, more or less.

LEGAL DESCRIPTIONS:

DESCRIPTION OF UNITS 68-95

Commencing at the Northeast Corner of Section 2, T4S, R5E, City of Saline, Washtenaw County, Michigan; thence N89°59'27"W 572.83 feet along the North line of said Section 2; thence S16°17'39"W 282.02 feet; thence S30°47'46"E 108.88 feet; thence S66°05'24"E 173.08 feet, to a PLACE OF BEGINNING; thence N70°08'42"E 170.65 feet; thence S47°08'42"E 254.25 feet; thence S16°17'39"W 453.27 feet; thence S71°39'05"W 256.81 feet; thence S149°49'14"E 305.25 feet along the arc of a circular curve to the right, radius 667.00 feet, chord bearing S28°04'21"W 149.18 feet; thence N05°19'56"E 126.72 feet; thence S126°52'18"W 126.54 feet; thence N00°01'00"E 163.00 feet; thence N05°17'51"W 139.00 feet; thence S57°52'18"E 171.06 feet; thence S24°44'35"W 151.20 feet; thence S17°10'06"E 40.99 feet; thence S50°33'57"E 53.40 feet; thence S11°59'54"W 93.58 feet along the arc of a reverse circular curve to the left, radius 50.00 feet, chord bearing N32°27'03"E 99.60 feet; thence N74°44'14"W 18.04 feet; thence N50°32'57"W 18.04 feet; thence S31°65'57"E 339.13 feet; thence N37°44'14"W 110.69 feet; thence S28°45'57"E 40.99 feet; thence S24°44'35"W 272.50 feet; thence S22°52'27"E 181.30 feet; thence N03°50'31"E 179.98 feet; thence N05°19'56"E 4.97 feet; thence S16°17'39"W 108.88 feet; thence N03°28'22"W 272.50 feet; thence N30°47'31"E 48.30 feet; thence S25°61'15"E 178.99 feet; thence N23°43'16"E 83.15 feet; to the Place of Beginning, containing 7.13 acres of land, more or less.

A .66 FOOT WIDE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES (WEST CASTLEBURY CIRCLE)

Commencing at the Northeast Corner of Section 2, T4S, R5E, City of Saline, Washtenaw County, Michigan; thence N89°59'27"W 572.83 feet along the North line of said Section 2; thence S16°17'39"W 282.02 feet for a PLACE OF BEGINNING; thence S30°47'46"E 108.88 feet; thence N66°16'14"W 45.58 feet; thence S55°38'57"E 375.15 feet; thence S22°52'27"E 181.30 feet; thence S37°28'10"W 64.68 feet; thence S20°58'09"W 354.68 feet; thence S04°28'08"W 228.64 feet; thence S163°34'34"E along the arc of a circular curve to the right, radius 758.00 feet, chord bearing S10°38'39"W 163.02 feet; thence N46°11'21"W 75.01 feet; thence S115°04'04"E along the arc of a non-tangential circular curve to the left, radius 692.00 feet, chord bearing S09°13'43"E 114.90 feet; thence S126°08'E 220.04 feet; thence S40°7'78" along the arc of a circular curve to the right, radius 708.00 feet, chord bearing N20°58'09"E 402.17 feet; thence N37°28'10"E 64.68 feet; thence S400°01'00"E along the arc of a circular curve to the right, radius 333.00 feet; thence S89°59'27"E 572.83 feet; thence N16°17'39"E 376.39 feet to the Place of Beginning, containing 1.85 acres of land, more or less.

A .66 FOOT WIDE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES (PENROKE DRIVE)

Commencing at the NE corner of Section 2, T4S, R5E, City of Saline, Washtenaw County, Michigan; thence S00°04'30"E 1387.71 feet (recorded as 1388.62 feet) along the East line of said Section 2 and the West line of Stoneliff Subdivision as recorded in Liber 22 of Plots, Page 29, Washtenaw County Records; thence N89°34'06"W 660.00 feet; thence S00°04'30"E 1270.00 feet; thence N89°34'06"W 474.00 feet along the Northern right-of-way Eastin Road as established by Washtenaw County Court Order of Partition on No. 230 Exhibit 'B' to the Master Deed of said Subdivision recorded in Liber 3345, Page 155; thence N00°04'33"W 60.00 feet; thence N11°59'54"W 93.58 feet along the arc of a circular curve to the left, radius 50.00 feet, chord bearing N77°52'18"E 126.54 feet; thence N05°17'51"W 139.00 feet; thence S57°52'18"E 171.06 feet; thence S24°44'35"W 151.20 feet; thence S17°10'06"E 40.99 feet; thence S50°33'57"E 53.40 feet; thence S11°59'54"W 93.58 feet along the arc of a reverse circular curve to the left, radius 50.00 feet, chord bearing N32°27'03"E 99.60 feet; thence N74°44'14"W 18.04 feet; thence N50°32'57"W 18.04 feet; thence S31°65'57"E 339.13 feet; thence N37°44'14"W 110.69 feet; thence S28°45'57"E 40.99 feet; thence S24°44'35"W 272.50 feet; thence S22°52'27"E 181.30 feet; thence N03°50'31"E 179.98 feet; thence N05°19'56"E 4.97 feet; thence S16°17'39"W 108.88 feet; thence N03°28'22"W 272.50 feet; thence N30°47'31"E 48.30 feet; thence S25°61'15"E 178.99 feet; thence N23°43'16"E 83.15 feet; to the Place of Beginning, containing 2.24 acres of land, more or less.

SECTION	TOWNSHIP	RANGE	COUNTY	STATE	LEGAL DESCRIPTIONS
2	WASHTEENAW COUNTY, MICHIGAN	SOUTH	SALINE	MICHIGAN	TORWOOD
					TORWOOD DEVELOPMENT CO, L.L.C.
					3555G000

DATE	REVISIONS

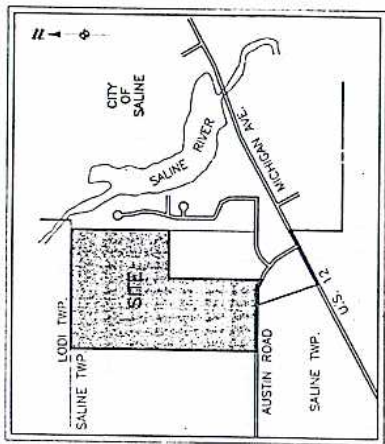


PROPOSED DATE: AUGUST 1, 2002

MARK D. PASCOE
 ENGINEER NO. 34033
 ATTORNEYS
 500 AVIS DRIVE, SUITE 100
 ANN ARBOR, MICHIGAN 48108
 (734) 994-4000

LEGAL DESCRIPTIONS
 TORWOOD

PROPOSED DATE: AUGUST 1, 2002
 RICHARD G. TILGNEY
 LICENSED PROFESSIONAL SURVEYOR NO. 23319
 ATWELL-HICKS, INC.
 500 AVS DRIVE, SUITE 100
 ANN ARBOR, MICHIGAN 48108
 (734) 994-4000



STONECLIFF SUBDIVISION
 LIBER 22 OF PLATS PAGE 29
 WASHINGTON COUNTY RECORDS

SE COR. SEC. 35
 P.I.P. // REMON CAP.
 163.60'
 159.59' 27.7'

NE CORNER, SECTION 2,
 T4S, R5E
 P.O. MON. LEANING NORTH
 S. LINE, SEC. 35



SOUTH 1/4 CORNER OF SECTION 35

CENTER OF SECTION 2

**COMPOSITE PLAN
 TORWOOD**

5343614
 Page: 13 of 34
 10/29/2002 01:05P
 Peggy M. Haines - Washenaw Co. DMRPM L-4177 P-455

LEGEND

- GENERAL COMMON ELEMENT
- OWNED AREA & BUILDING ENVELOPE
- CURVE NUMBER
- COORDINATE POINT
- CONCRETE MONUMENT
- IRON PIPE
- INDICATES DESIGNATED FRONT OF UNIT & DRIVEWAY LOCATION

CURVE DATA

NO.	RADIUS	ARC	DELTA	CHORD	CHORD BIRD
1	238.37'	75.00'	230° 50' 51"	122.23'	N 35° 21' 11" E
2	50.00'	81.83'	70° 51' 10"	51.37'	S 51° 38' 38" E
3	292.00'	250.83'	48° 15' 03"	243.19'	N 30° 45' 40" W
4	308.00'	231.97'	57° 08' 10"	226.53'	N 23° 44' 38" W
5	242.00'	193.64'	45° 53' 37"	188.70'	N 32° 22' 23" W
6	318.00'	207.57'	48° 15' 03"	238.18'	N 30° 45' 40" W
7	227.00'	82.88'	20° 55' 09"	82.48'	N 79° 27' 53" E
8	227.00'	43.45'	10° 37' 58"	43.38'	N 83° 31' 18" E
9	293.00'	83.88'	18° 22' 42"	83.58'	N 78° 15' 42" E

NOTES.

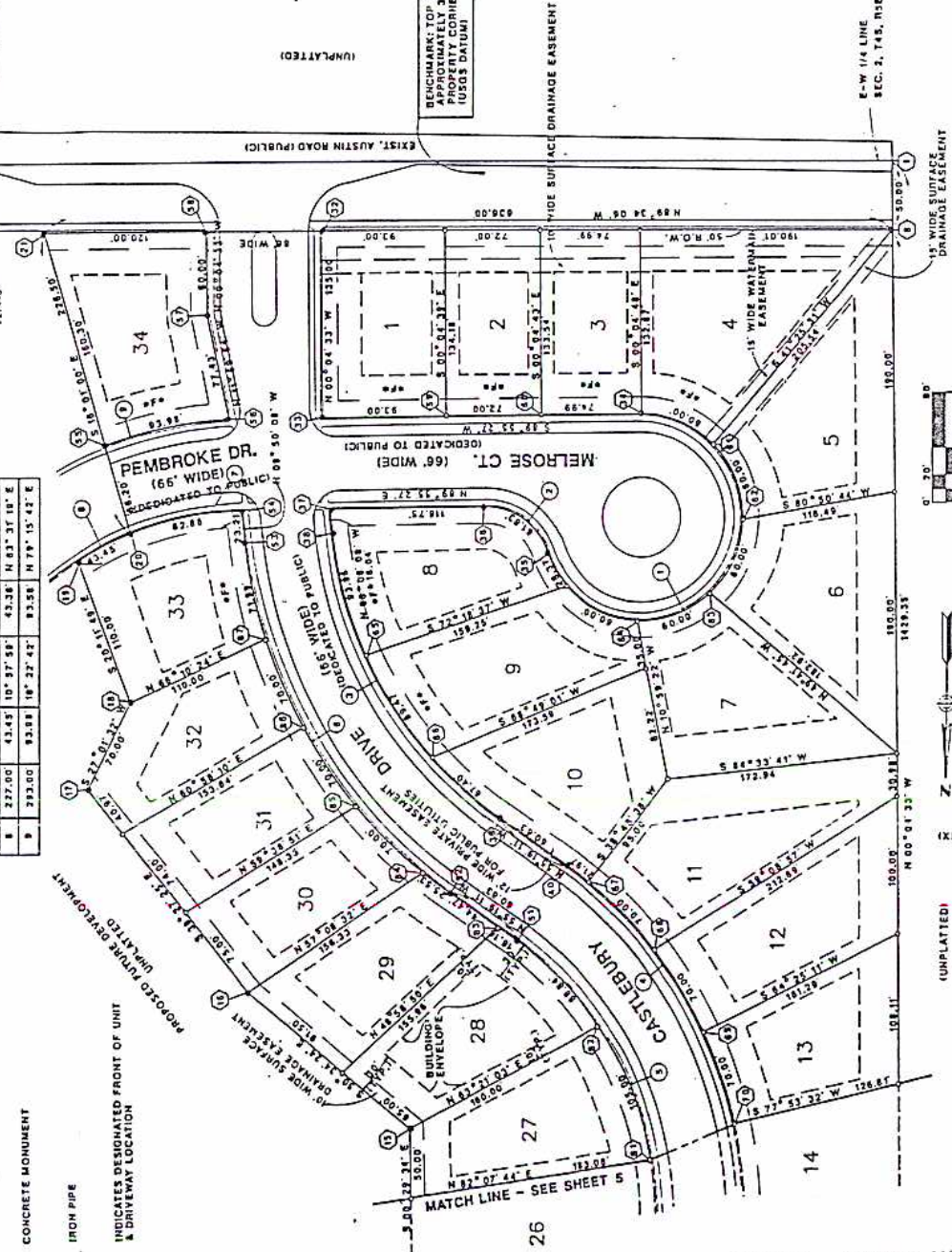
ALL DIMENSIONS ARE IN FEET

ALL PUBLIC STREETS, SIDEWALKS AND UTILITY IMPROVEMENTS MUST BE BUILT

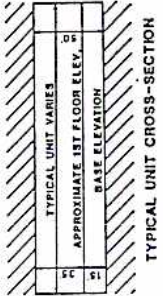
ALL OPEN SPACE PRIVATE PARCEL AND STORMWATER DETENTION AREAS MUST BE BUILT

ALL MONUMENTS AND IRON PIPES TO BE SET AFTER COMPLETION OF SITE WORK

BEARINGS ASSIGNED IN CONFORMITY WITH THE RECORDED PLAT OF "STONECLEFT SUBDIVISION" AS RECORDED IN LIBER 22 OF PLATS, PAGE 577-78 OF WASHINGTON COUNTY, MICHIGAN RECORDS AND FROM A BOUNDARY SURVEY BY RLS #27446



UNIT NUMBER	BASE ELEVATION	OWNED AREA
1	830.0	12,210 S.F.
2	831.5	9,899 S.F.
3	831.7	18,002 S.F.
4	831.1	15,828 S.F.
5	831.1	13,117 S.F.
6	830.0	14,340 S.F.
7	833.3	14,464 S.F.
8	833.0	16,594 S.F.
9	833.0	15,278 S.F.
10	833.0	12,191 S.F.
11	833.3	9,913 S.F.
12	829.3	10,764 S.F.
13	825.0	11,304 S.F.
14	823.4	13,374 S.F.
15	823.4	9,728 S.F.
16	823.0	12,849 S.F.
17	823.0	13,098 S.F.
18	823.0	14,105 S.F.
19	826.0	14,747 S.F.
20	831.0	14,733 S.F.
21	833.0	15,278 S.F.
22	833.0	12,094 S.F.
23	833.0	10,755 S.F.
24	832.0	10,705 S.F.
25	831.0	11,084 S.F.
26	829.3	14,021 S.F.



BENCHMARK, TOP OF HEADWALL, APPROXIMATELY 310 EAST OF SW PROPERTY CORNER, ELEV. +934.72 (USGS DATUM)

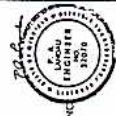
SURVEYOR'S CERTIFICATE

I, P. A. LAURIAU, REGISTERED CIVIL ENGINEER IN THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS WASHINGTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 2628, AS RECORDED IN LIBER 22 OF PLATS, PAGE 577-78 OF WASHINGTON COUNTY RECORDS, AND THE SURVEY ON THE GRADING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED, THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN PLACED WITHIN ONE YEAR OF PLAN RECORDATION, AND THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 56 OF THE PUBLIC ACTS OF 1978.

REGISTERED CIVIL ENGINEER

P. A. LAURIAU
 REGISTRATION NO. 2070
 ALPHA CONSULTING ENGINEERS, INC.
 2000 W. WASHINGTON AVE.
 ANN ARBOR, MICHIGAN 48106



AS BUILT, DATED 8/20/1987 SHEET 4

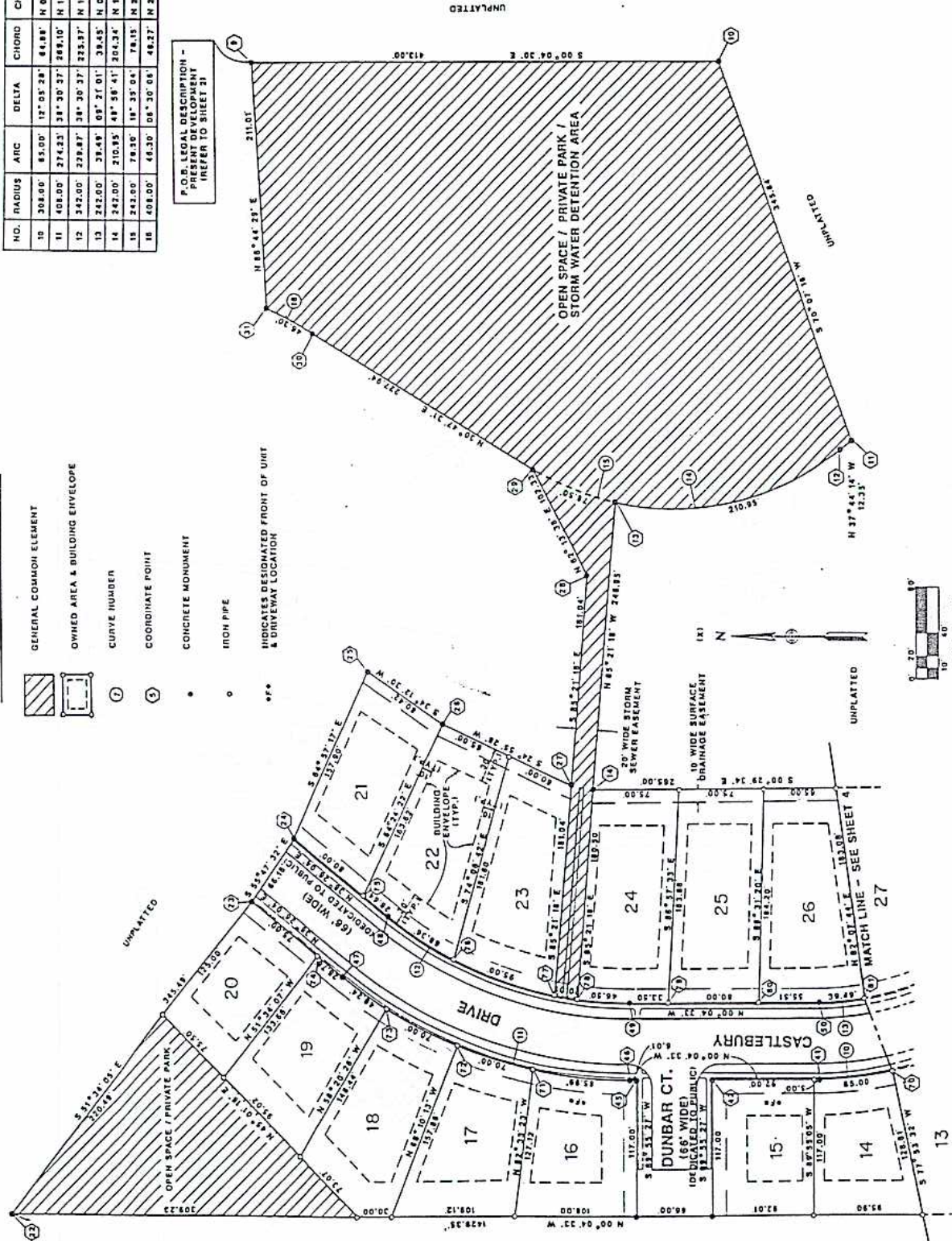
LEGEND

- GENERAL COMMON ELEMENT
- OWNED AREA & BUILDING ENVELOPE
- CURVE NUMBER
- COORDINATE POINT
- CONCRETE MONUMENT
- IRON PIPE
- INDICATES DESIGNATED FRONT OF UNIT & DRIVEWAY LOCATION

CURVE DATA

NO.	RADIUS	ARC	DELTA	CHORD	CHORD BRG.
10	308.00	85.00'	17° 02' 28"	44.88'	N 08° 07' 17" W
11	408.00	274.23'	38° 30' 37"	289.10'	N 19° 10' 45" E
12	342.00	229.87'	38° 30' 37"	232.37'	N 19° 10' 45" E
13	242.00	38.48'	08° 21' 01"	39.45'	N 04° 45' 04" W
14	242.00	210.85'	48° 58' 41"	264.34'	N 12° 45' 14" W
15	242.00	78.10'	18° 35' 04"	78.15'	N 21° 29' 39" E
18	408.00	46.30'	06° 30' 06"	46.27'	N 27° 32' 28" E

FOR LEGAL DESCRIPTION -
 PRESENT DEVELOPMENT
 REFER TO SHEET 21

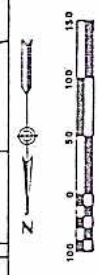
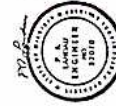


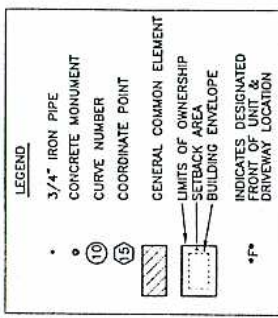
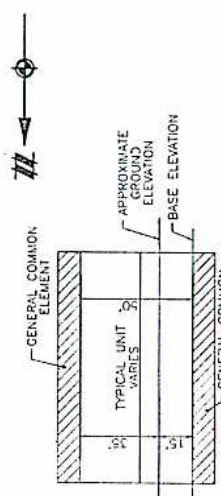
AS BUILT, DATED 6/30/1987 SHEET 5





AS BUILT, DATED 8/20/1987 SHEET 0



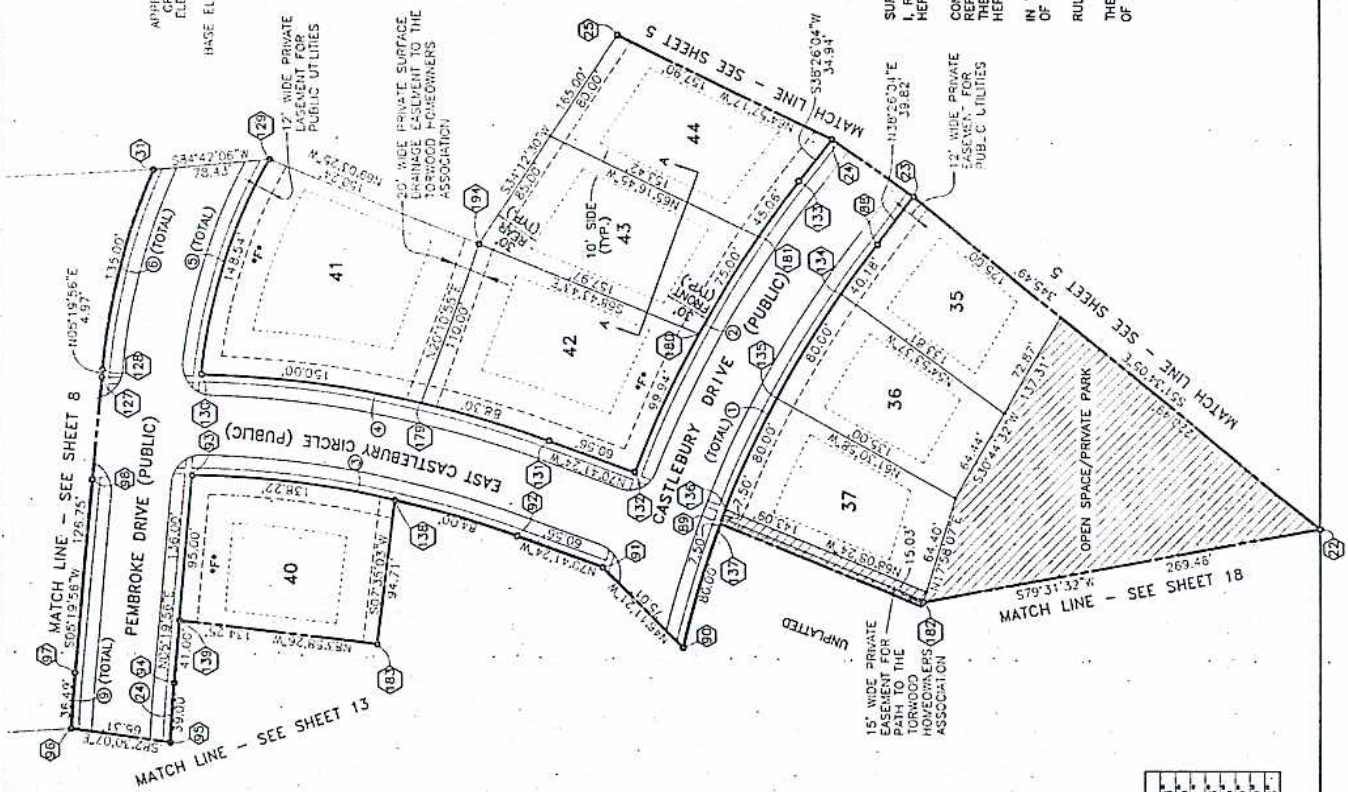


- NOTES:**
- ALL STREET AND UTILITY IMPROVEMENTS HAVE BEEN BUILT.
 - CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
 - BEARINGS OF THE BUILDING ENVELOPES ARE PARALLEL TO PERIMETER OF UNITS, UNLESS OTHERWISE NOTED WITH A BEARING.
 - UNIT NUMBERS MATCH THE APPROVED SITE PLAN.
 - ALL SANITARY SEWER AND WATERMAIN EASEMENTS DEDICATED TO CITY OF SALINE.
 - ALL STORM SEWER AND DRAINAGE EASEMENTS DEDICATED TO THE TORWOOD HOMEOWNERS ASSOCIATION.

SURVEYOR'S CERTIFICATE:
 I, RICHARD G. TIMMONS, PROFESSIONAL LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:
 THAT THE SUBDIVISION PLAN KNOWN AS TORWOOD, WASHINGTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 250, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED, EXCEPT AS SHOWN THEREON.
 THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.
 THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.
 THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

AS-BUILT DATE - APRIL 1, 2001
 Richard G. Timmons
 RICHARD G. TIMMONS
 PROFESSIONAL SURVEYOR NO. 23319
 ATWELL-HICKS, INC.
 500 ANS DRIVE, SUITE 100
 ANN ARBOR, MICHIGAN 48108
 TELEPHONE - (734) 994-1000

**SURVEY AND SITE PLAN
 TORWOOD**



AREA CHART

UNIT	OWNED AREA (SF)	BASE ELEVATION
35	9,981	822.9
36	9,749	823.7
37	10,046	823.5
40	13,237	814.7
41	19,471	816.5
42	15,687	823.7
43	12,199	823.5
44	12,186	822.9

COORDINATE LISTING

POINT NO.	NORTHING	EASTING
22	6479.340	4928.040
23	6577.998	5131.414
24	6160.551	5466.465
25	6250.545	5777.639
26	6295.792	5293.434
27	6475.270	5395.375
28	6508.608	5472.068
29	6486.853	5534.171
30	6449.135	5732.115
31	6394.540	5784.753
32	6243.467	5767.148
33	6141.814	5632.895
34	6059.703	5491.688
35	6385.410	5812.454
36	6380.465	5811.992
37	6243.303	5699.547
38	6393.183	5745.942
39	6424.366	5512.296
40	6444.392	5495.144
41	6327.975	5317.484
42	6389.531	5359.612
43	6468.294	5393.620
44	6482.275	5399.054
45	6453.924	5614.938
46	6400.552	5507.180
47	6354.315	5412.020
48	6290.673	5372.078
49	6228.327	5263.011
50	6557.819	5667.438
51	6297.006	5559.229

CURVE DATA

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
1	692.00	263.89	262.39	N27°30'20"E	21°31'28"
2	758.00	230.00	219.23	S30°01'05"E	16°36'41"
3	751.00	248.36	237.25	S80°00'12"E	18°37'36"
4	342.00	148.54	147.37	S18°20'58"W	24°53'05"
5	408.00	135.00	134.38	S14°44'40"W	18°57'29"
6	683.00	36.49	36.48	S03°48'06"W	0°03'39"
7	617.00	39.00	38.99	S03°31'17"W	0°03'18"

ATWELL-HICKS, INC.
 CIVIL ENGINEERING • SURVEYING • PLANNING
 734-994-4000 FAX NO. 734-994-1599
 ANN ARBOR, MICHIGAN

TORWOOD DEVELOPMENT CO., LLC
 TORWOOD
 FORM 4 SOUTH, RANGE 3 EAST
 CITY OF SALINE
 WASHTEW COUNTY, MICHIGAN
 SURVEY #45-59 AND #72-80
 UNITS #45-59 AND #72-80

DATE: APRIL 1, 2001
 SHEET NO. 8
 TOTAL SHEETS 138-299-8



CURVE DATA

CURVE	START	END	LENGTH	CHORD	BEARING	DELTA
1	680.00	134.18	134.18	134.18	S 42° 43' 00" W	15° 57' 00"
2	723.00	176.91	176.91	176.91	N 75° 35' 56" E	15° 39' 43"
3	683.00	149.50	149.50	149.50	N 78° 04' 31" E	12° 41' 31"
4	683.00	36.49	36.49	36.49	S 03° 40' 06" W	03° 03' 39"
5	50.00	143.62	143.62	143.62	S 60° 09' 32" W	22° 59' 07"
6	50.00	42.23	42.23	42.23	S 22° 52' 32" E	48° 23' 40"
7	75.00	382.32	382.32	382.32	N 43° 22' 58" E	27° 6' 19"
8	50.00	42.23	42.23	42.23	N 43° 22' 58" E	48° 23' 40"
9	282.00	518.90	518.90	518.90	S 20° 44' 35" W	68° 58' 15"
10	358.58	426.47	426.47	426.47	N 03° 57' 41" E	68° 58' 15"

COORDINATE LISTING

POINT NO.	NORTHING	EASTING
04	6397.568	6648.225
05	6397.568	6648.225
06	6242.545	5777.638
07	6242.545	5777.638
08	6242.545	5777.638
09	6242.545	5777.638
10	6242.545	5777.638
11	6242.545	5777.638
12	6242.545	5777.638
13	6242.545	5777.638
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69	6242.545	5777.638
70	6242.545	5777.638
71	6242.545	5777.638
72	6242.545	5777.638
73	6242.545	5777.638
74	6242.545	5777.638
75	6242.545	5777.638
76	6242.545	5777.638
77	6242.545	5777.638
78	6242.545	5777.638
79	6242.545	5777.638
80	6242.545	5777.638

AREA CHART

UNIT	AREA (SQ)	BASE ELEVATION
45	14,955	815.2
46	10,525	816.2
47	10,153	816.7
48	11,971	817.7
49	14,202	818.2
50	18,070	815.2
51	12,998	812.7
52	14,080	810.7
53	18,066	809.7
54	13,496	809.7
55	12,133	809.7
56	10,328	810.7
57	11,243	812.7
58	19,836	809.7
59	14,222	806.2
72	9,723	807.7
73	9,290	810.7
74	9,139	812.7
75	10,390	815.7
76	9,423	818.2
77	9,689	818.2
78	10,398	817.7
79	11,173	816.7
80	16,730	816.2

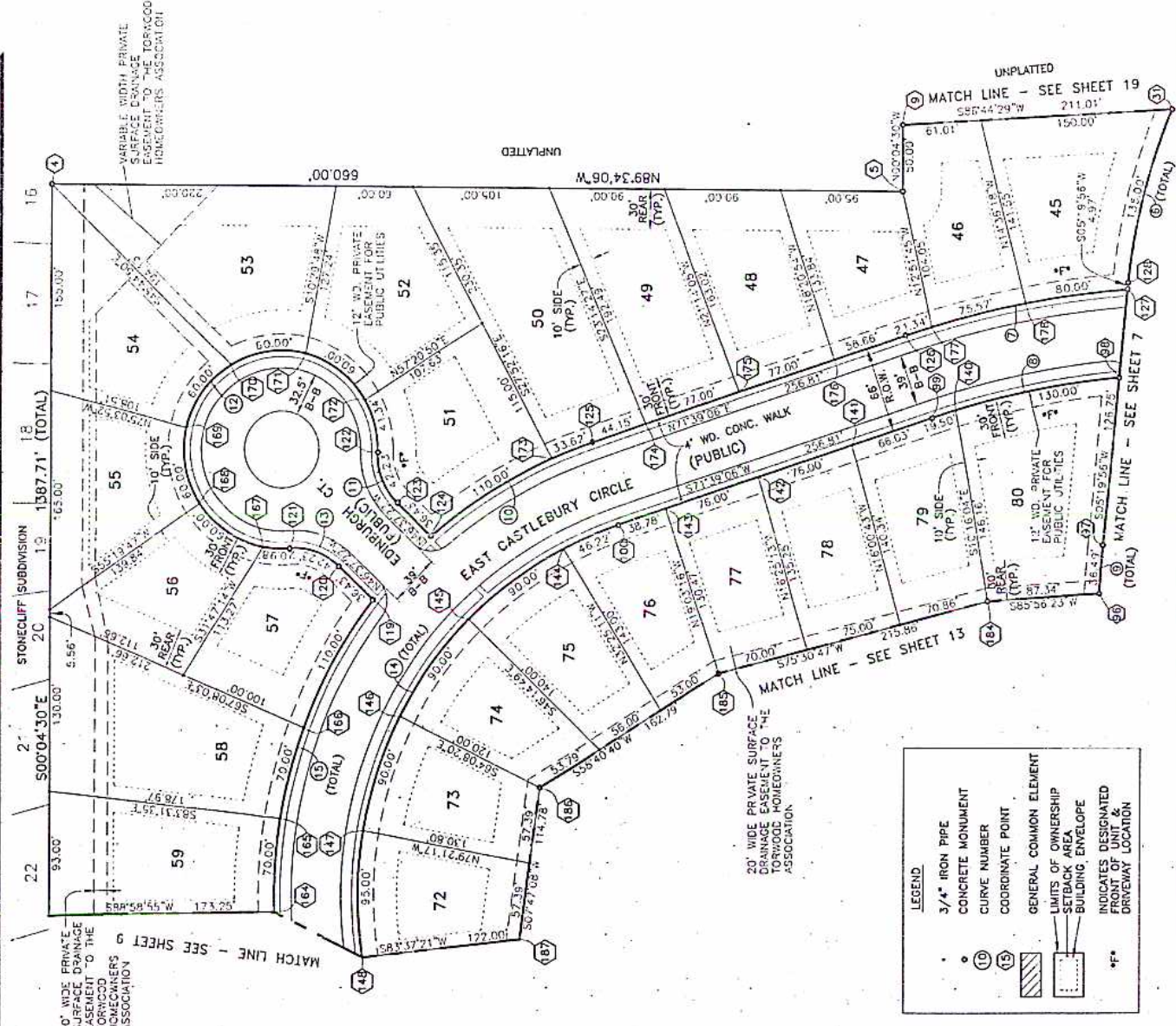
NOTES:

1. ALL STREET AND UTILITY IMPROVEMENTS HAVE BEEN BUILT
2. CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
3. BEARINGS OF THE BUILDING ENVELOPES ARE PARALLEL TO PERIMETER OF UNITS, UNLESS OTHERWISE NOTED WITH A BEARING.
4. UNIT NUMBERS MATCH THE APPROVED SITE PLAN.
5. ALL SANITARY SEWER AND WATERMAIN EASEMENTS DEDICATED TO CITY OF SALINE.
6. ALL STORM SEWER AND DRAINAGE EASEMENTS DEDICATED TO THE TORWOOD HOMEOWNERS ASSOCIATION.
7. SEE SHEET 7 FOR TYPICAL UNIT SECTION

AS-BUILT DATE: APRIL 1, 2001

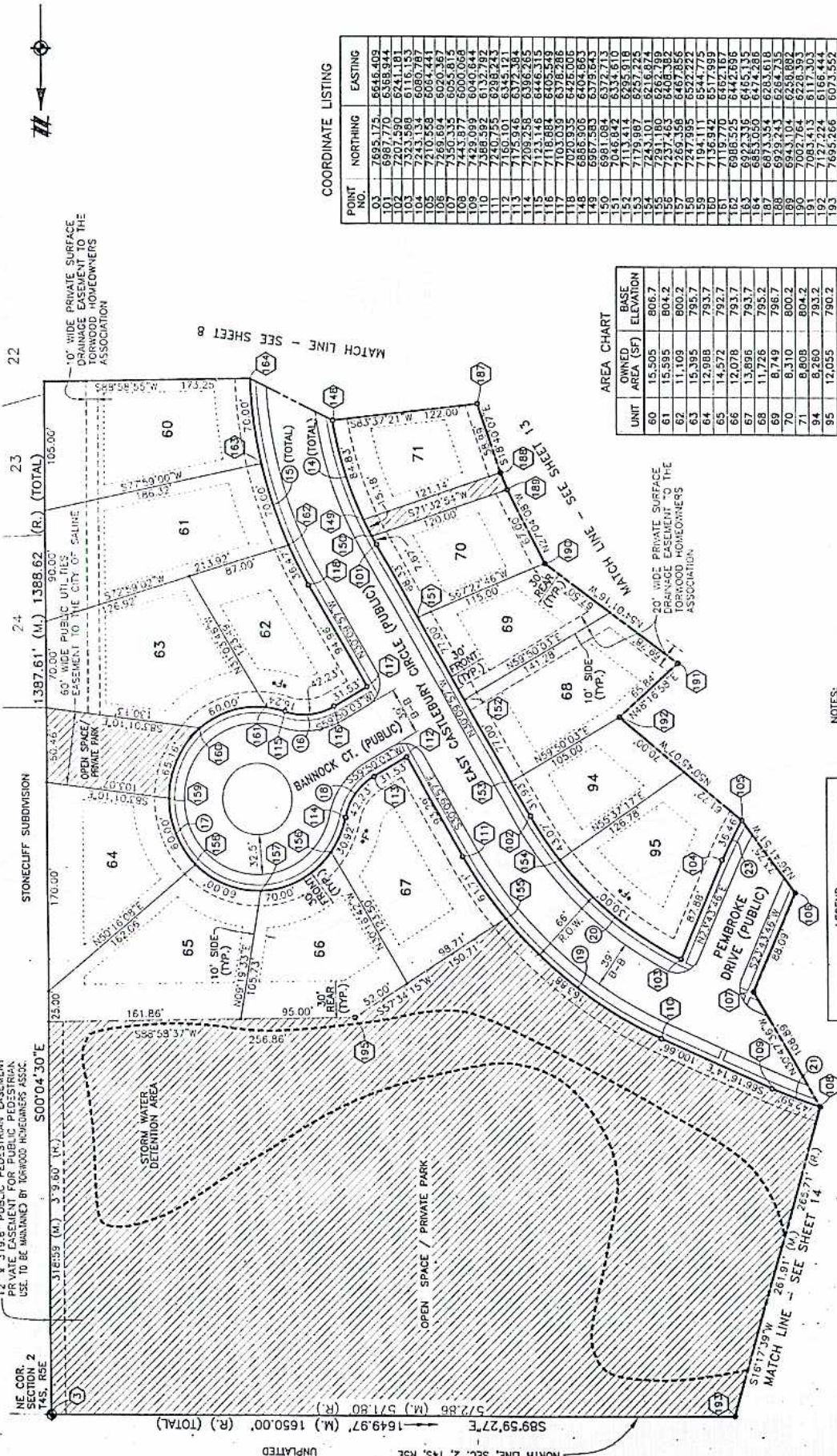
RICHARD C. THOMAS
 LICENSED PROFESSIONAL SURVEYOR NO. 23319
 500 ANN DRIVE, SUITE 100
 ANN ARBOR, MICHIGAN 48108
 (734) 984-4000

**SURVEY AND SITE PLAN
 TORWOOD**



LEGEND

- 3/4" IRON PIPE
- CONCRETE MONUMENT
- ⑩ CURVE NUMBER
- ⑮ COORDINATE POINT
- ▭ GENERAL COMMON ELEMENT
- ▭ LIMITS OF OWNERSHIP
- ▭ SETBACK AREA
- ▭ BUILDING ENVELOPE
- ④* INDICATES DESIGNATED FRONT OF UNIT & DRIVEWAY LOCATION



COORDINATE LISTING

POINT NO.	NORTHING	EASTING
01	7895.175	5615.409
02	6987.770	6388.944
03	7207.590	6241.181
04	7233.958	6116.153
05	7243.134	6080.787
06	7101.558	6084.441
07	7350.534	6050.815
08	7443.977	6000.068
09	7429.099	6040.844
10	7468.592	6132.792
11	7420.755	6289.243
12	7190.101	6319.181
13	7109.258	6306.285
14	7123.146	6446.315
15	7118.884	6405.549
16	7030.939	6378.286
17	7020.935	6426.006
18	6856.506	6405.983
19	6981.084	6372.713
20	7046.842	6334.610
21	7113.414	6295.918
22	7179.887	6257.225
23	7243.101	6216.674
24	7317.180	6175.782
25	7266.158	6467.856
26	7247.995	6522.222
27	7194.111	6544.775
28	7136.942	6517.999
29	6987.510	6472.186
30	6922.313	6485.135
31	6853.050	6474.286
32	6873.354	6283.618
33	6929.243	6264.735
34	6943.104	6258.892
35	7002.763	6279.393
36	7127.224	6166.444
37	7695.266	6073.552
38	7371.999	6390.005

AREA CHART

UNIT	BASE ELEVATION	OWNED AREA (SF)
01	806.7	15,505
02	804.2	15,895
03	800.2	11,109
04	795.7	15,395
05	793.7	12,988
06	792.7	14,572
07	793.7	12,078
08	793.7	67
09	795.2	11,726
10	796.7	8,749
11	800.2	8,310
12	804.2	6,608
13	793.2	8,260
14	790.2	12,055
15	790.2	12,055

- NOTES:**
1. ALL STREET AND UTILITY IMPROVEMENTS HAVE BEEN BUILT.
 2. CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
 3. BEARINGS OF THE BUILDING ENVELOPES ARE PARALLEL TO PERIMETER OF UNITS UNLESS OTHERWISE NOTED WITH A BEARING.
 4. UNIT NUMBERS MATCH THE APPROVED SITE PLAN.
 5. ALL SANITARY SEWER AND WATERMAIN EASEMENTS DEDICATED TO CITY OF SALINE.
 6. ALL STORM SEWER AND DRAINAGE EASEMENTS DEDICATED TO THE TORWOOD HOMEOWNERS ASSOCIATION.
 7. SEE SHEET 7 FOR TYPICAL UNIT SECTION.

LEGEND

- 3/4" IRON PIPE
- CONCRETE MONUMENT
- CURVE NUMBER
- COORDINATE POINT
- GENERAL COMMON ELEMENT
- LIMITS OF OWNERSHIP
- SETBACK AREA
- BUILDING ENVELOPE
- INDICATES DESIGNATED UNIT
- DRIVEWAY LOCATION
- INDICATES TOTAL LINE LENGTH

CURVE DATA

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
14	292.00	518.90	453.27	S2044.35°W	101.49 02
15	358.00	436.47	401.70	N0257.41°E	68.15 15
16	50.00	42.23	40.99	S84701.53°W	48.23 40
17	75.00	382.32	99.60	N30709.57°W	278.57 18
18	50.00	42.23	40.99	S3538.13°W	48.23 40
19	358.00	225.59	221.88	N4813.05°W	36.06 17
20	292.00	173.07	170.55	S4708.45°E	35.57 36
21	333.00	43.21	43.18	S6959.17°E	07.26 07
22	292.00	29.31	29.31	N2636.23°E	05.45 13
23	358.00	36.46	36.45	N2638.50°E	05.50 08

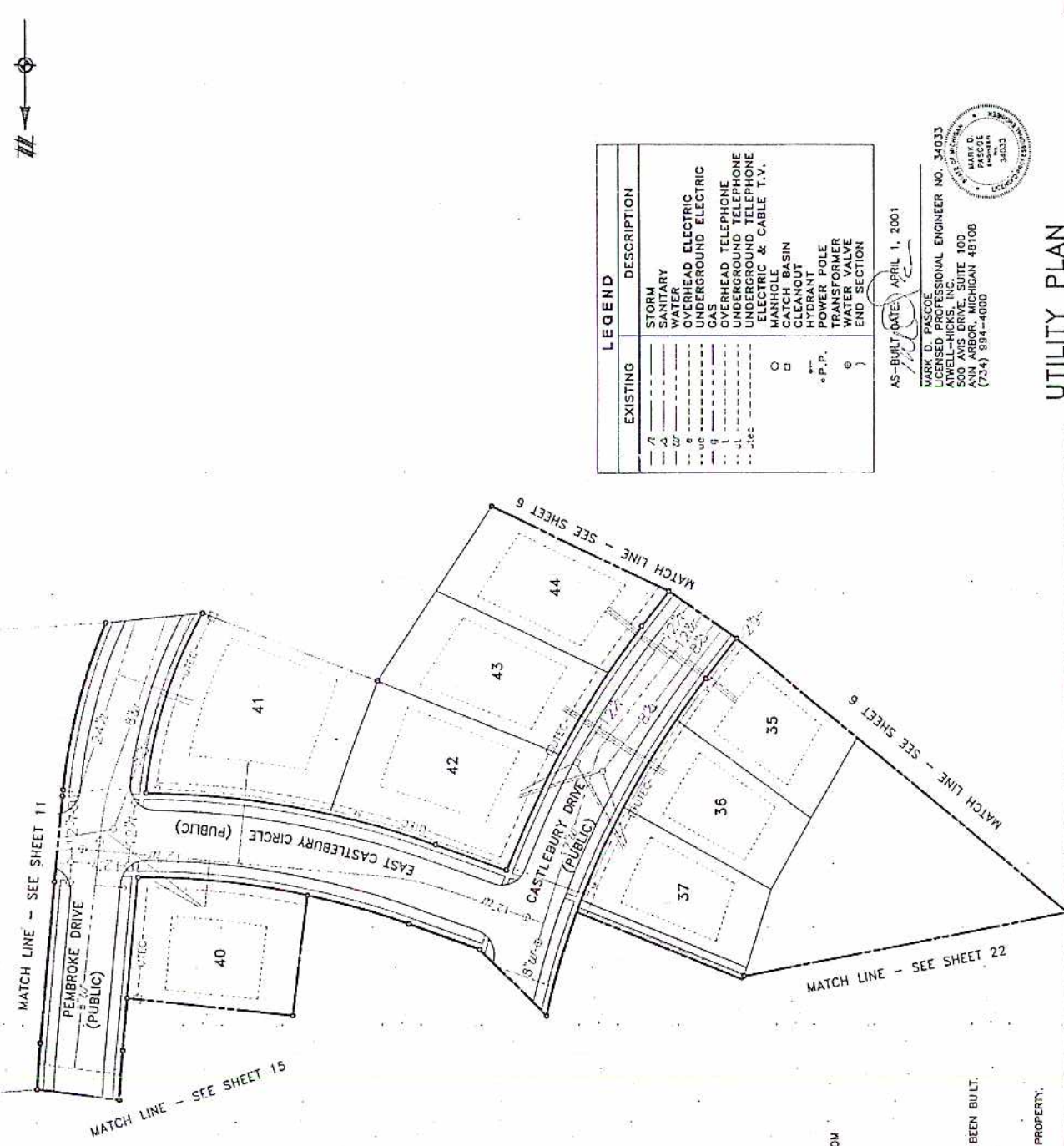
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 Page: 19 of 34
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 1-4177 P. A.S.S.

**SURVEY AND SITE PLAN
 TORWOOD**



AS-BUILT DATE: APRIL 1, 2001
 Richard G. Timmons
 RICHARD G. TIMMONS
 LICENSED PROFESSIONAL SURVEYOR NO. 23319
 ATWELL-HICKS, INC.
 3345 ANN ARBOR WHITE 100
 ANN ARBOR, MICHIGAN 48108
 (734) 994-4000

5349614
 Page: 20 of 34
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 Peggy M. Haines - Washenaw Co. DMMRM L-4177 P-455



EXISTING	DESCRIPTION
-A-	STORM
-B-	SANITARY
-C-	WATER
-D-	OVERHEAD ELECTRIC
-E-	UNDERGROUND ELECTRIC
-F-	GAS
-G-	OVERHEAD TELEPHONE
-H-	UNDERGROUND TELEPHONE
-I-	ELECTRIC & CABLE T.V.
-J-	MANHOLE
-K-	CLEANOUT
-L-	HYDRANT
-M-	POWER POLE
-N-	TRANSFORMER
-O-	WATER VALVE
-P-	END SECTION

AS-BUILT DATE: APRIL 1, 2001

MARK O. PASCOE
 LICENSED PROFESSIONAL ENGINEER NO. 34033
 ATWELL-HICKS, INC.
 200 WASHINGTON BLVD. SUITE 100
 ANN ARBOR, MICHIGAN 48108
 (734) 894-4000



UTILITY PLAN
 TORWOOD

ATWELL-HICKS, INC.
 CIVIL ENGINEERING • SURVEYING • PLANNING
 ENVIRONMENTAL SERVICES
 734-994-4000 • FAX NO. 734-994-1599
 ANN ARBOR, MICHIGAN

CITY OF SALINE
 TOWN OF SOUTH BEND 5 EAST
 SECTION 7
 CLIENT: TORWOOD DEVELOPMENT CO., LLC
 PROJECT: TORWOOD
 UTILITY PLAN UNITS #35-37 AND #40-44
 WASHINGTON COUNTY, MICHIGAN

DATE: _____
 REVISIONS:
 NO. _____ DATE _____
 BY: _____
 FOR: _____
 JOB NO. 42047
 FILE NO. 136-289-10





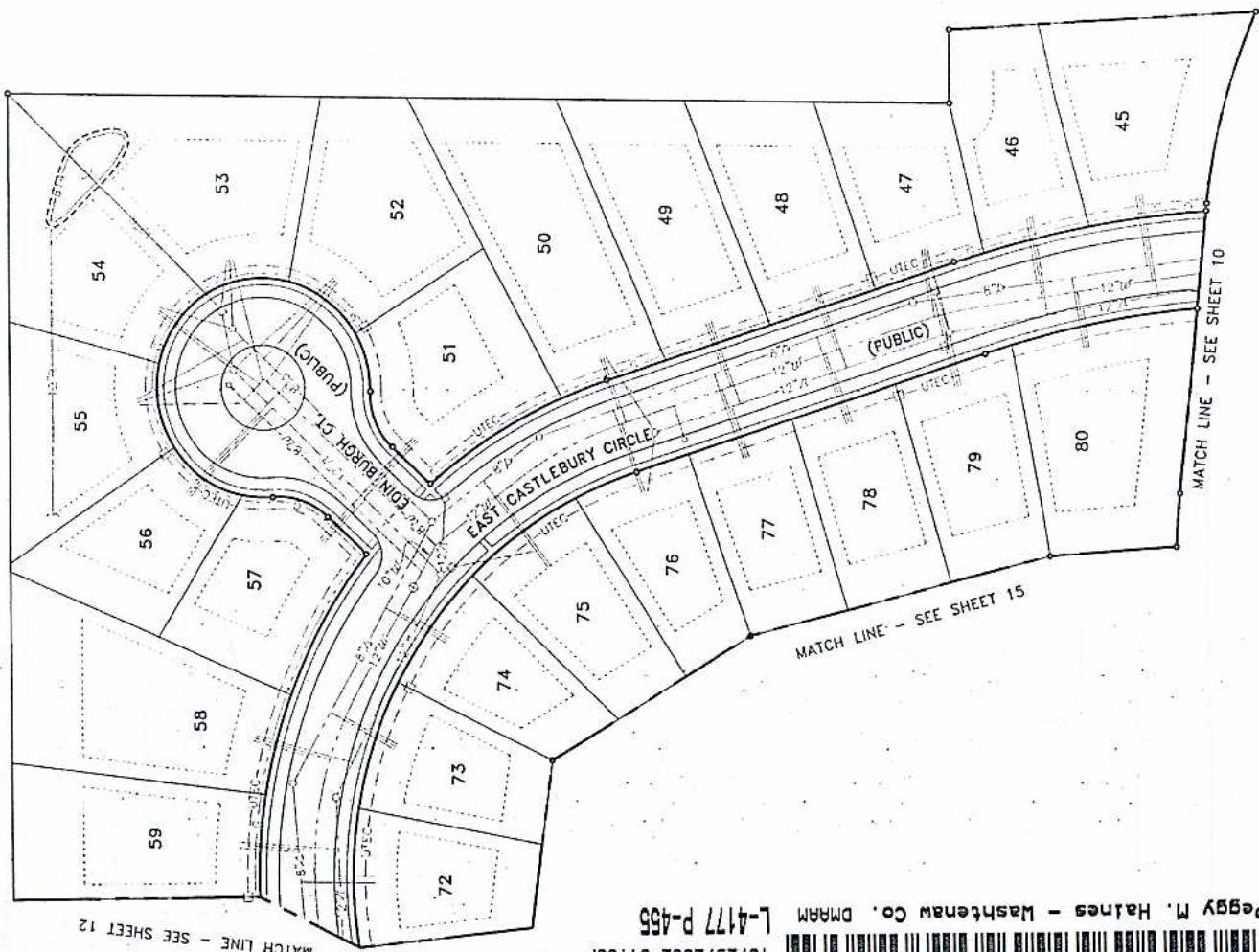
- NOTES:
1. ALL UNITS ARE SERVICED WITH SANITARY AND WATER BY THE CITY OF SALINE. INFORMATION AS SHOWN IS FROM APPROVED CONSTRUCTION PLANS.
 2. STORM SEWER LOCATIONS OBTAINED FROM APPROVED CONSTRUCTION PLANS.
 3. ALL UNITS ARE SERVICED WITH TELEPHONE BY VERIZON; ALL UNITS ARE SERVICED WITH CABLEVISION BY COMCAST.
 4. ALL UNITS ARE SERVICED WITH GAS AND ELECTRICITY BY DTE ENERGY.
 5. ALL PUBLIC UTILITIES AND STREET IMPROVEMENTS HAVE BEEN BUILT.
 6. ALL SANITARY AND STORM LEADS ARE 4" IN DIAMETER.
 7. ALL WATER LEADS ARE 1" IN DIAMETER.
 8. THERE ARE NO FLOOD PLAIN ENCROACHMENTS ON THE PROPERTY.

EXISTING	DESCRIPTION
---	STORM
---	SANITARY
---	WATER
---	OVERHEAD ELECTRIC
---	UNDERGROUND ELECTRIC
---	GAS
---	OVERHEAD TELEPHONE
---	UNDERGROUND TELEPHONE
---	ELECTRIC & CABLE T.V.
○	MANHOLE
□	CATCH BASIN
---	CLEANOUT
---	HYDRANT
⊕	POWER POLE
---	TRANSFORMER
---	WATER VALVE
---	END SECTION

AS-BUILT DATE: APRIL 1, 2001

MARK D. PASCOE
 LICENSED PROFESSIONAL ENGINEER NO. 34033
 ATWELL-HICKS, INC.
 500 AVIS DRIVE, SUITE 100
 ANN ARBOR, MICHIGAN 48108
 (734) 994-4000

**UTILITY PLAN
 TORWOOD**



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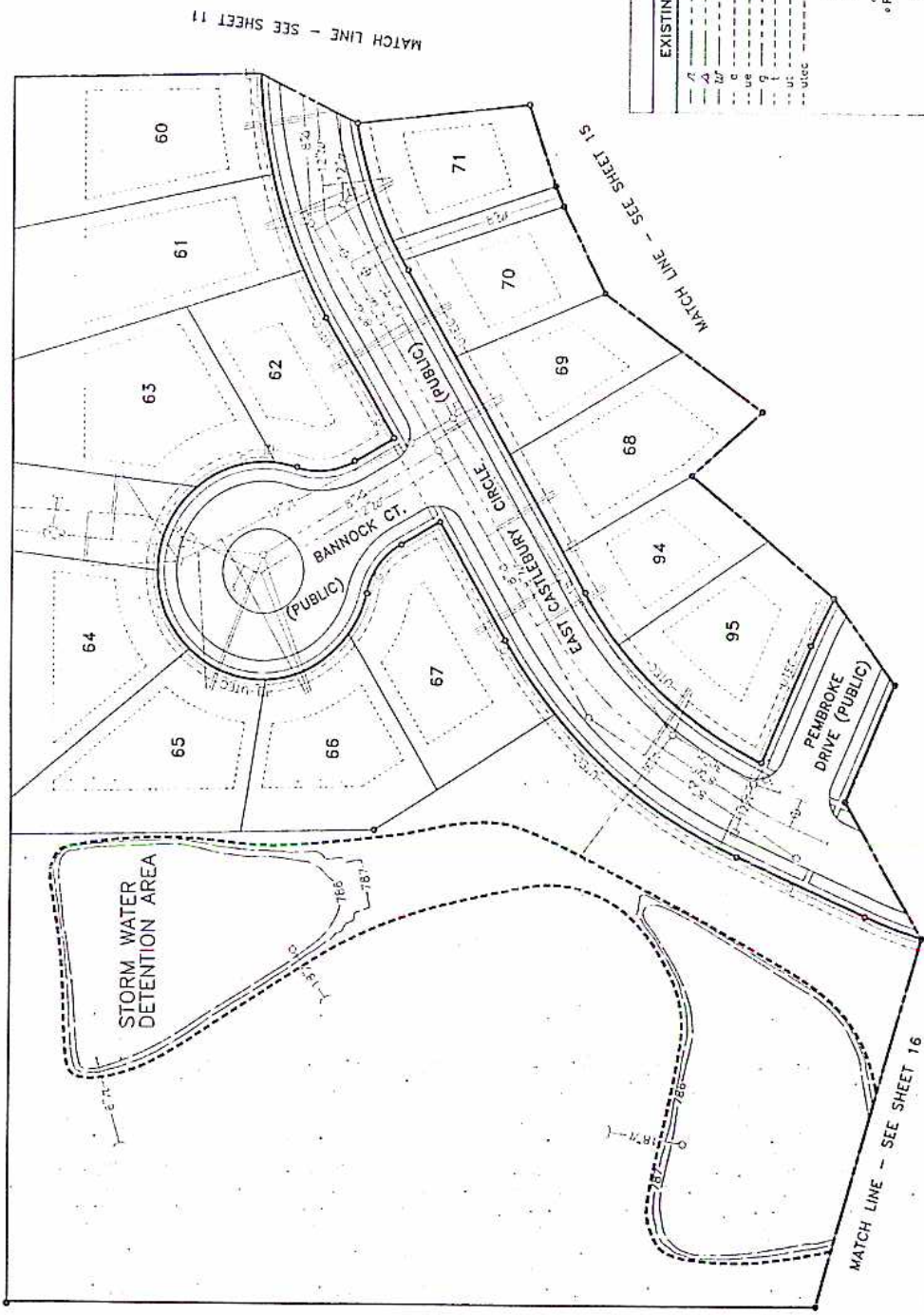
Peggy M. Haines - Wasthenaw Co. DWRM

ATWELL-HICKS, INC.
 CIVIL ENGINEERING • SURVEYING • PLANNING
 734-994-4000 • FAX NO. 734-994-1599
 ANN ARBOR, MICHIGAN

TOWN OF SOUTH, RANGE 3 EAST
 CITY OF SALINE
 WASHINGTON COUNTY, MICHIGAN

TORWOOD DEVELOPMENT CO., LLC
 TORWOOD
 UTILITY PLAN #60-71 AND #94-95
 COR. 04270004

DATE: _____
 SHEET: _____
 OF: _____
 JOB: 42047
 FILE NO: 138-299-12



EXISTING	DESCRIPTION
1	STORM
2	SANITARY
3	WATER
4	OVERHEAD ELECTRIC
5	UNDERGROUND ELECTRIC
6	GAS
7	OVERHEAD TELEPHONE
8	UNDERGROUND TELEPHONE
9	UNDERGROUND TELEPHONE
10	MANHOLE & CABLE T.V.
11	MANHOLE
12	CATCH BASIN
13	CLEANOUT
14	HYDRANT
15	POWER POLE
16	TRANSFORMER
17	WATER VALVE
18	END SECTION

AS-BUILT, DATE: APRIL 1, 2001

MARK D. PASCOE
 LICENSED PROFESSIONAL ENGINEER NO. 34023
 ATWELL-HICKS, INC.
 500 AUSTIN DRIVE, SUITE 100
 ANN ARBOR, MICHIGAN 48108
 (734) 994-4000

**UTILITY PLAN
 TORWOOD**

- NOTES:
1. ALL UNITS ARE SERVICED WITH SANITARY AND WATER BY THE CITY OF SALINE. INFORMATION AS SHOWN IS FROM APPROVED CONSTRUCTION PLANS.
 2. STORM SEWER LOCATIONS OBTAINED FROM APPROVED CONSTRUCTION PLANS.
 3. ALL UNITS ARE SERVICED WITH TELEPHONE BY THE CITY OF SALINE. INFORMATION AS SHOWN IS FROM APPROVED CONSTRUCTION PLANS.
 4. ALL UNITS ARE SERVICED WITH GAS AND ELECTRICITY BY DTE ENERGY.
 5. ALL PUBLIC UTILITIES AND STREET IMPROVEMENTS HAVE BEEN BUILT.
 6. ALL SANITARY AND STORM LEADS ARE 4" IN DIAMETER.
 7. ALL WATER LEADS ARE 1" IN DIAMETER.
 8. THERE ARE NO FLOOD PLAIN ENCROACHMENTS ON THE PROPERTY.

CURVE DATA

CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
9	126.71	683.00	126.53	N00°01'02"E	10°37'47"
23	180.91	358.00	178.89	N38°12'25"E	28°57'15"
24	114.47	617.00	114.30	N00°01'02"E	10°37'47"
25	311.68	308.00	298.55	S15°41'51"W	57°58'52"
26	147.50	292.00	146.00	N00°01'02"E	28°57'15"
27	24.44	242.00	24.43	S49°47'27"W	5°47'08"
28	42.23	50.00	40.99	S82°04'08"E	48°23'40"
29	362.32	75.00	99.60	N32°07'42"E	276°47'19"
30	42.23	50.00	40.99	N33°40'28"W	48°23'40"
31	153.77	242.00	151.20	S12°54'20"W	36°24'22"

AREA CHART

UNIT	OWNED AREA (SF)	BASE ELEVATION
81	10,667	803.5
82	8,249	801.0
83	8,638	788.0
84	16,904	784.0
85	13,417	805.5
86	18,695	810.5
87	13,419	810.0
88	13,323	807.0
89	10,205	806.3
90	11,985	803.0
91	11,404	790.3
92	8,093	789.0
97	9,481	788.0
98	10,635	789.3
99	10,724	789.3
100	9,626	794.0
101	10,626	797.0
102	9,839	798.5
103	9,576	800.0
104	10,401	802.0
105	10,139	809.3

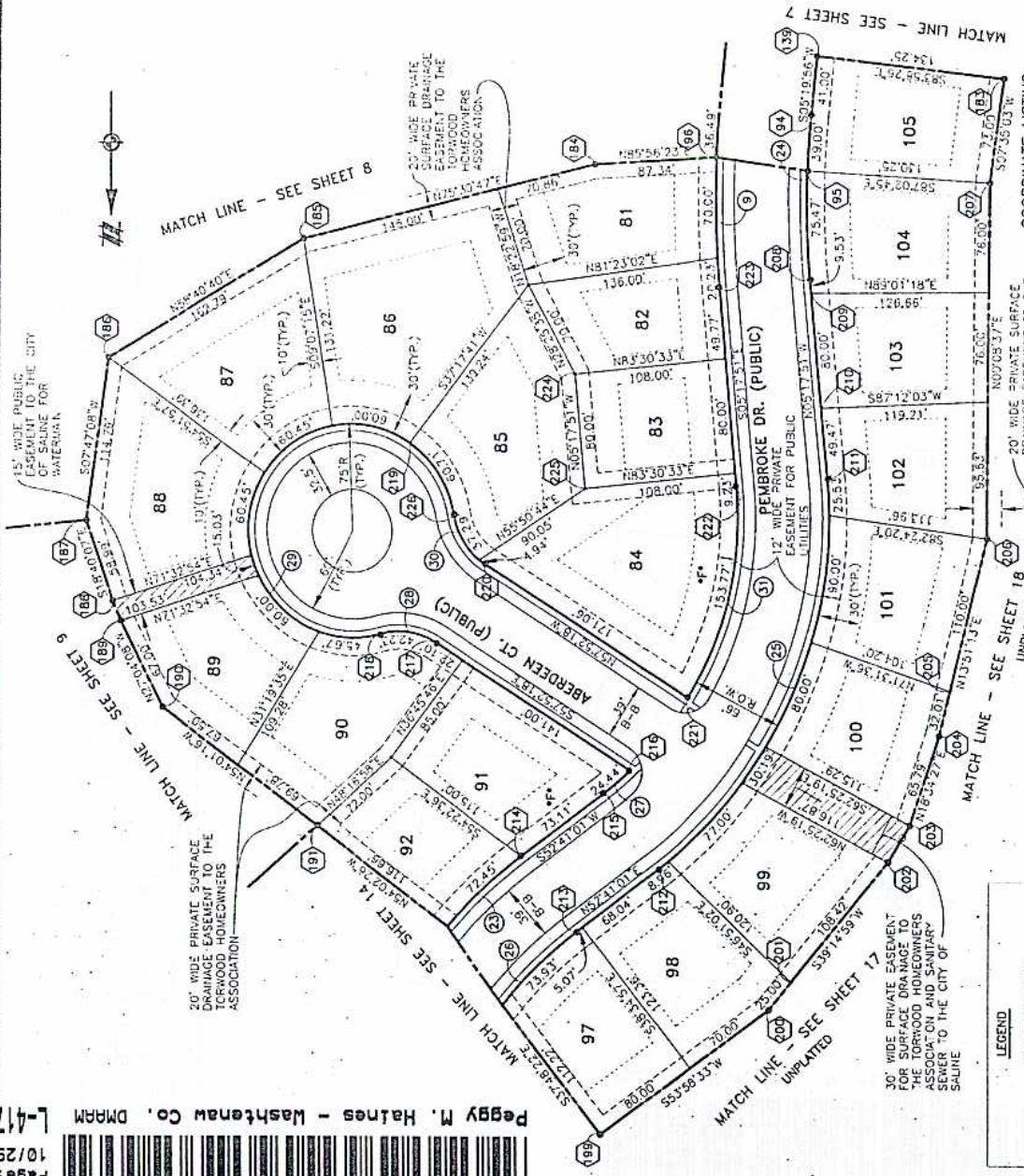
COORDINATE LISTING

POINT NO.	NORTHING	EASTING
94	6584.546	5767.753
95	6623.467	5767.148
96	6614.914	5822.886
183	6557.878	5697.438
184	6620.998	5920.005
185	6674.998	6179.005
186	6752.623	6268.068
187	6873.354	6283.618
188	6923.743	6284.735
189	7002.764	6238.393
190	7083.413	6117.303
189	7295.378	5913.803
200	7207.160	5792.487
201	7187.800	5776.669
202	7103.841	5708.073
203	7076.091	5692.651
204	6984.610	5664.835
205	6984.610	5664.835
206	6877.810	5637.892
207	6830.179	5637.072
208	6830.179	5637.072
209	6708.342	5763.907
210	6768.000	5756.520
211	6837.261	5751.953

SURVEYOR'S CERTIFICATE:
 I, RICHARD G. TIMMONS, PROFESSIONAL LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:
 THAT THE SUBDIVISION PLAN KNOWN AS TORWOOD, WASHINGTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 250, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED, EXCEPT AS SHOWN THEREON.
 THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.
 THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.
 THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

AS-BUILT DATE - AUGUST 1, 2002
 RICHARD G. TIMMONS
 PROFESSIONAL SURVEYOR NO. 23319
 ATWELL-HICKS, INC.
 500 ANS DRIVE, SUITE 100
 ANN ARBOR, MICHIGAN 48108
 TELEPHONE - (734) 994-4000

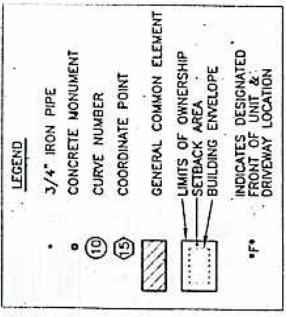
**SURVEY AND SITE PLAN
 TORWOOD**



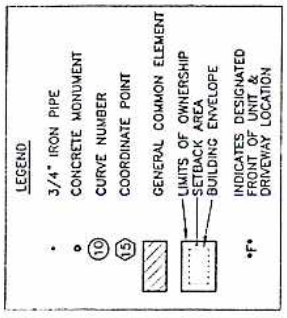
COORDINATE LISTING

POINT NO.	NORTHING	EASTING
213	7110.650	6871.872
213	7154.972	6920.069
214	7102.483	6920.079
215	7058.161	6911.933
216	7042.391	6893.278
217	6955.652	6831.491
218	6949.596	6821.987
219	6815.526	6800.909
220	6808.739	6801.436
221	6808.739	6801.436
222	6843.155	6817.671
223	6704.844	6830.505
224	6766.714	6933.217
225	6846.372	6925.831
226	6865.649	6919.028

- NOTES:**
- ALL STREET AND UTILITY IMPROVEMENTS HAVE BEEN BUILT
 - CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
 - BEARINGS OF THE BUILDING ENVELOPES ARE THE APPROVED PERIMETER OF UNITS, UNLESS OTHERWISE NOTED WITH A BEARING.
 - UNIT NUMBERS MATCH THE APPROVED SITE PLAN.
 - ALL SANITARY SEWER AND WATERMAIN EASEMENTS DEDICATED TO CITY OF SALINE.
 - ALL STORM SEWER AND DRAINAGE EASEMENTS DEDICATED TO THE TORWOOD HOMEOWNERS ASSOCIATION.
 - SEE SHEET 7 FOR TYPICAL UNIT SECTION



Peggy M. Haines - Washenaw Co. DWMAM
 L-4177 P-455



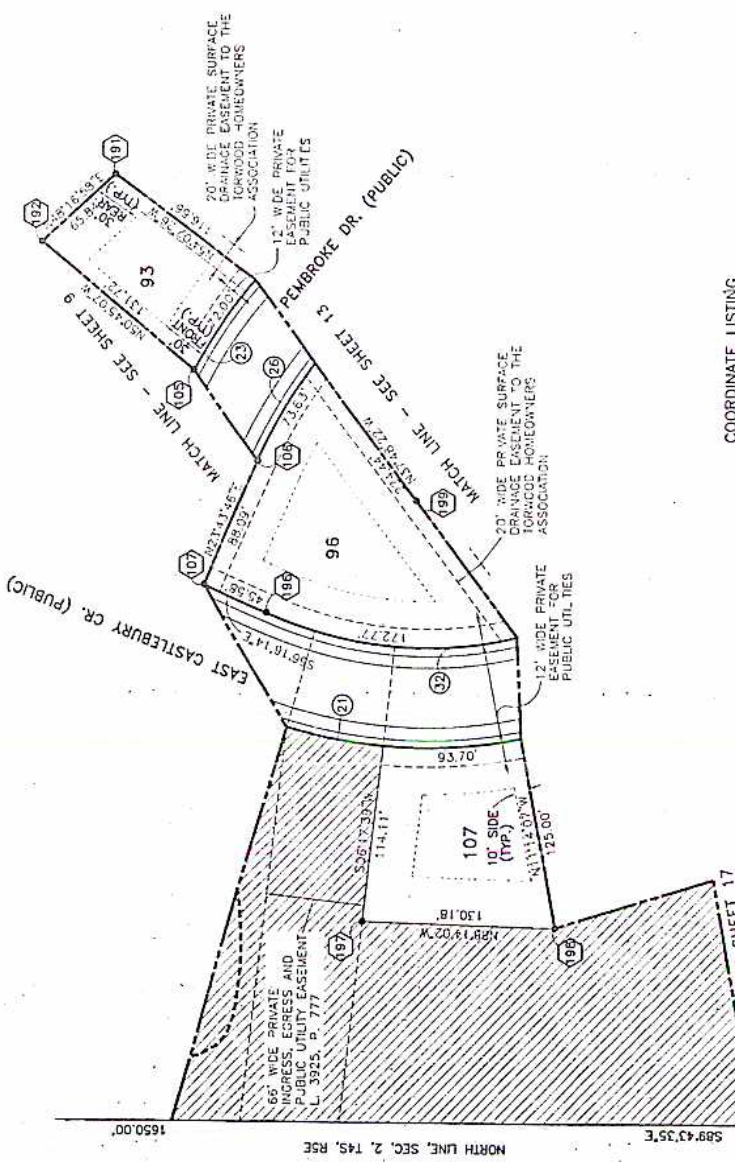
- NOTES:
1. ALL STREET AND UTILITY IMPROVEMENTS HAVE BEEN BUILT
 2. CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
 3. BEARINGS OF THE BUILDING ENVELOPES ARE PARALLEL TO PERIMETER OF UNITS, UNLESS OTHERWISE NOTED WITH A BEARING.
 4. UNIT NUMBERS MATCH THE APPROVED SITE PLAN, ALL SANITARY SEWER AND WATERMAIN EASEMENTS DEDICATED TO CITY OF SALINE.
 5. ALL STORM SEWER AND DRAINAGE EASEMENTS DEDICATED TO THE TORWOOD HOMEOWNERS ASSOCIATION.
 6. UNIT 106 HAS BEEN INTENTIONALLY OMITTED.

SURVEYOR'S CERTIFICATE:
 I, RICHARD G. TIMMONS, PROFESSIONAL LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:
 THAT THE SUBDIVISION PLAN KNOWN AS TORWOOD, WASHENAW COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 250, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED, EXCEPT AS SHOWN THEREON.
 THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.
 THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.
 THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

AS-BUILT DATE - AUGUST 1, 2002
 Richard G. Timmons
 RICHARD G. TIMMONS
 PROFESSIONAL LAND SURVEYOR NO. 23319
 ATWELL-HICKS, INC.
 500 ANS DRIVE, SUITE 100
 ANN ARBOR, MICHIGAN 48108
 TELEPHONE - (734) 994-4000



SURVEY AND SITE PLAN TORWOOD



COORDINATE LISTING

POINT	NORTHING	EASTING
103	7210.558	6064.141
105	7289.861	6064.141
107	7350.335	6058.815
191	7083.413	6117.303
192	7127.224	6166.444
198	7388.679	6014.084
197	7569.463	5947.519
189	7523.475	5817.401
188	7285.378	5913.603

AREA CHART

UNIT	OWNED AREA (SF)	BASE ELEVATION
93	6,398	789.0
96	19,699	789.0
107	12,979	780.0

CURVE DATA

CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
21	443.22	333.00	411.22	S75°35'58"W	7°15'36"
23	180.91	358.00	178.99	N38°12'24"E	21°57'15"
26	147.56	292.00	146.00	N38°12'24"E	21°57'15"
32	355.37	267.00	329.72	S75°35'58"W	7°15'36"

ATWELL-HICKS, INC.
 CIVIL ENGINEERING SURVEYING & PLANNING
 ENVIRONMENTAL SERVICES
 734-994-4000 • FAX NO. 734-994-1599
 ANN ARBOR, MICHIGAN

TORWOOD DEVELOPMENT CO., LLC
 CLIENT
 TORWOOD
 SURVEY AND SITE PLAN
 UNITS #93, #96 AND #107
 WASHENAW COUNTY, MICHIGAN

DATE REVISED
 05/03/005

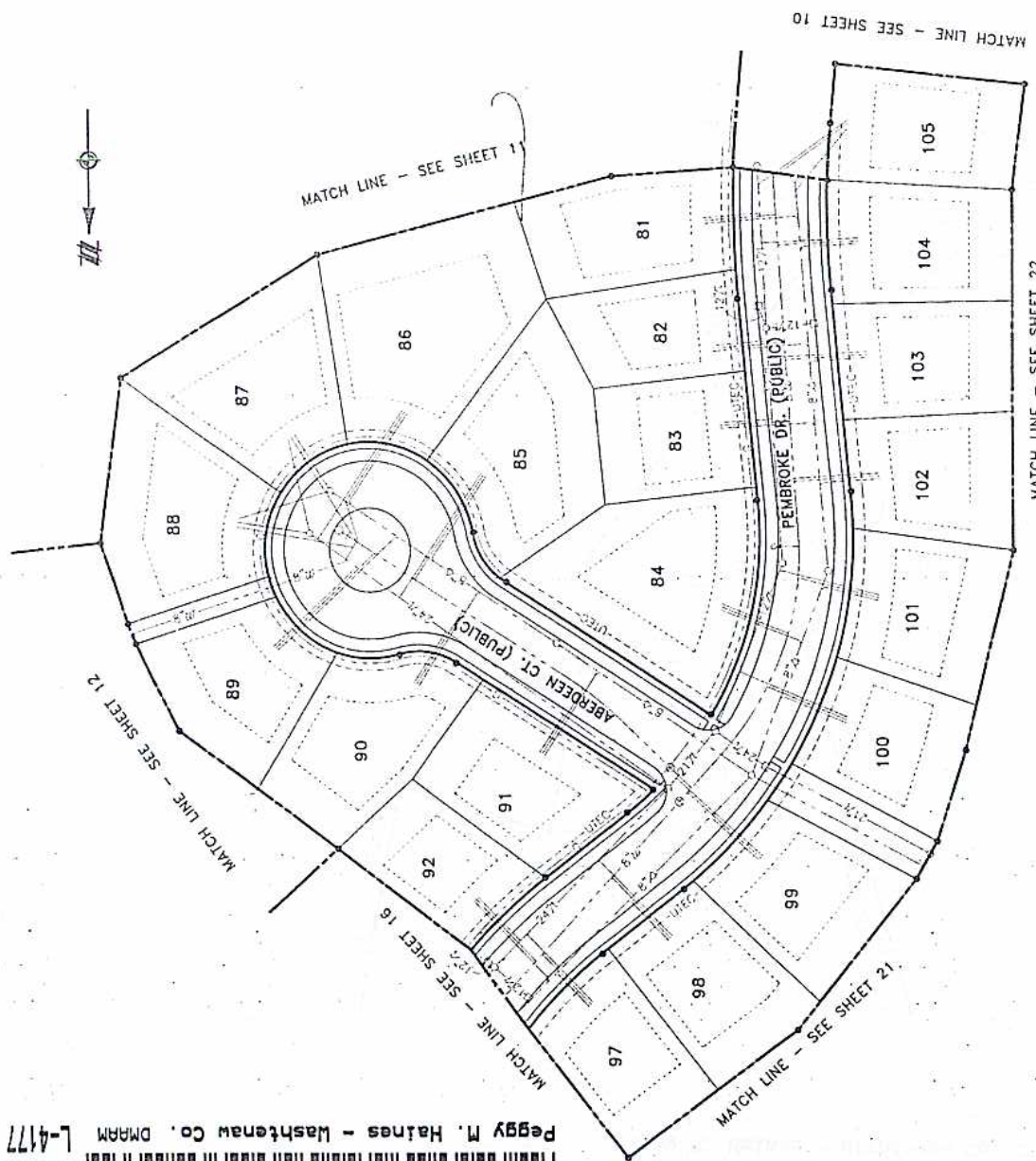
SCALE
 1" = 40 FEET
 SHEET NO. 14
 FILE NO. 138-299-14

- NOTES:
1. ALL UNITS ARE SERVICED WITH SANITARY AND WATER BY THE CITY OF SALINE IN ACCORDANCE WITH THE APPROVED CONSTRUCTION PLANS.
 2. STORM SEWER LOCATIONS OBTAINED FROM APPROVED CONSTRUCTION PLANS.
 3. ALL UNITS ARE SERVICED WITH TELEPHONE BY VERIZON. ALL UNITS ARE SERVICED WITH CABLEVISION BY COMCAST.
 4. ALL UNITS ARE SERVICED WITH GAS AND ELECTRICITY BY DTE ENERGY.
 5. ALL PUBLIC UTILITIES AND STREET IMPROVEMENTS HAVE BEEN BUILT.
 6. ALL SANITARY AND STORM LEADS ARE 4" IN DIAMETER.
 7. ALL WATER LEADS ARE 1" IN DIAMETER.
 8. THERE ARE NO FLOOD PLAN ENCROACHMENTS ON THE PROPERTY.

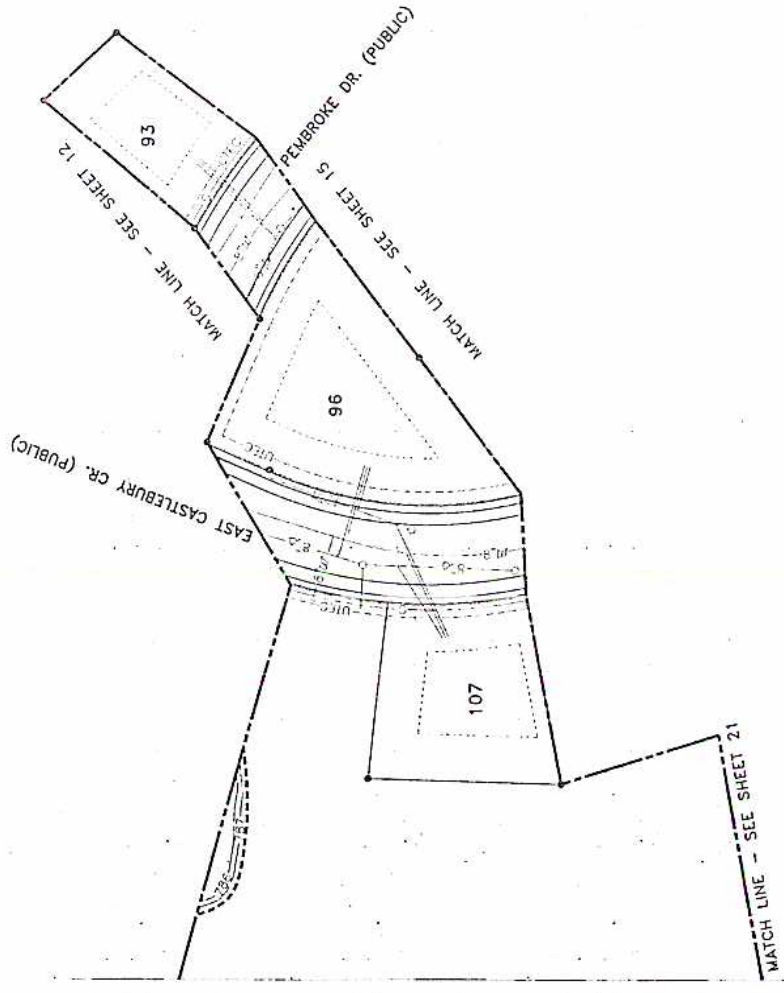
EXISTING	LEGEND	DESCRIPTION
---	—	STORM
---	—	SANITARY
---	—	WATER
---	—	OVERHEAD ELECTRIC
---	—	UNDERGROUND ELECTRIC
---	—	GAS
---	—	OVERHEAD TELEPHONE
---	—	UNDERGROUND TELEPHONE
---	—	UNDERGROUND TELEPHONE
---	—	ELECTRIC & CABLE T.V.
○	○	MANHOLE
□	□	CATCH BASIN
—	—	CLEANOUT
—	—	HYDRANT
—	—	POWER POLE
—	—	TRANSFORMER
—	—	WATER VALVE
—	—	END SECTION

AS-BUILT DATE: AUGUST 1, 2002

MARK D. PASCOE
 LICENSED PROFESSIONAL ENGINEER NO. 34033
 ATWELL-HICKS, INC.
 500 AUSTIN DRIVE, SUITE 100
 ANN ARBOR, MICHIGAN 48108
 (734) 994-4000



**UTILITY PLAN
 TORWOOD**



- NOTES:
1. ALL UNITS ARE SERVICED WITH SANITARY AND WATER BY THE CITY OF SALINE. INFORMATION AS SHOWN IS FROM APPROVED CONSTRUCTION PLANS.
 2. STORM SEWER LOCATIONS OBTAINED FROM APPROVED CONSTRUCTION PLANS.
 3. ALL UNITS ARE SERVICED WITH TELEPHONE BY THE CITY OF SALINE. ALL UNITS ARE SERVICED WITH CABLEVISION BY COMCAST.
 4. ALL UNITS ARE SERVICED WITH GAS AND ELECTRICITY BY DTE ENERGY.
 5. ALL PUBLIC UTILITIES AND STREET IMPROVEMENTS HAVE BEEN BUILT.
 6. ALL SANITARY AND STORM LEADS ARE 4" IN DIAMETER.
 7. ALL WATER LEADS ARE 1" IN DIAMETER.
 8. THERE ARE NO FLOOD PLAIN ENCROACHMENTS ON THE PROPERTY.

EXISTING	DESCRIPTION
---	STORM
---	SANITARY
---	OVERHEAD ELECTRIC
---	UNDERGROUND ELECTRIC
---	GAS
---	OVERHEAD TELEPHONE
---	UNDERGROUND TELEPHONE
---	ELECTRIC & CABLE T.V.
○	MANHOLE
○	CATCH BASIN
○	CLEANOUT
○	HYDRANT
○ P.P.	POWER POLE
○	TRANSFORMER
○	WATER METER
○	END SECTION

AS-BUILT DATE: AUGUST 1, 2002

MARK D. PASCOE
 LICENSED PROFESSIONAL ENGINEER NO. 34033
 ATWELL-HICKS, INC.
 500 AVIS DRIVE, SUITE 100
 ANN ARBOR, MICHIGAN 48106
 (734) 994-4000



UTILITY PLAN TORWOOD

ATWELL-HICKS, INC.
 CIVIL ENGINEERING • SURVEYING • PLANNING
 ENVIRONMENTAL SERVICES
 734-994-4000 • FAX NO. 734-994-1599
 ANN ARBOR, MICHIGAN

CLARK TORWOOD DEVELOPMENT CO. L.L.C.
 TORWOOD
 TOWN 4 SOUTH, RANGE 3 EAST
 CITY OF SALINE
 WASHTENAW COUNTY, MICHIGAN

UNITS #93, #96 AND #107

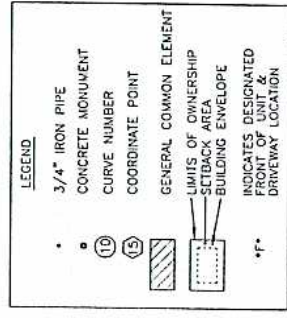
SECTION 2

DATE: _____
 SHEET NO.: _____
 TOTAL SHEETS: _____
 SCALE: 1" = 40 FEET
 JOB NO.: 43958
 DRAWN BY: BWA | C. TRP
 CHECKED BY: _____
 DATE: _____

- NOTES:
1. ALL STREET AND UTILITY IMPROVEMENTS HAVE BEEN BUILT
 2. CURVED LOT LINE LENGTHS ARE ARC LENGTHS
 3. BEARINGS OF THE BUILDING ENVELOPES ARE PARALLEL TO PERIMETER OF UNITS UNLESS OTHERWISE NOTED WITH A BEARING.
 4. UNIT NUMBERS MATCH THE APPROVED SITE PLAN.
 5. ALL SANITARY SEWER AND WATERMAIN EASEMENTS DEDICATED TO CITY OF SALINE.
 6. ALL STORM SEWER AND DRAINAGE EASEMENTS DEDICATED TO THE TORWOOD HOMEOWNERS ASSOCIATION.
 7. SEE SHEET 7 FOR TYPICAL UNIT SECTION

COORDINATE LISTING

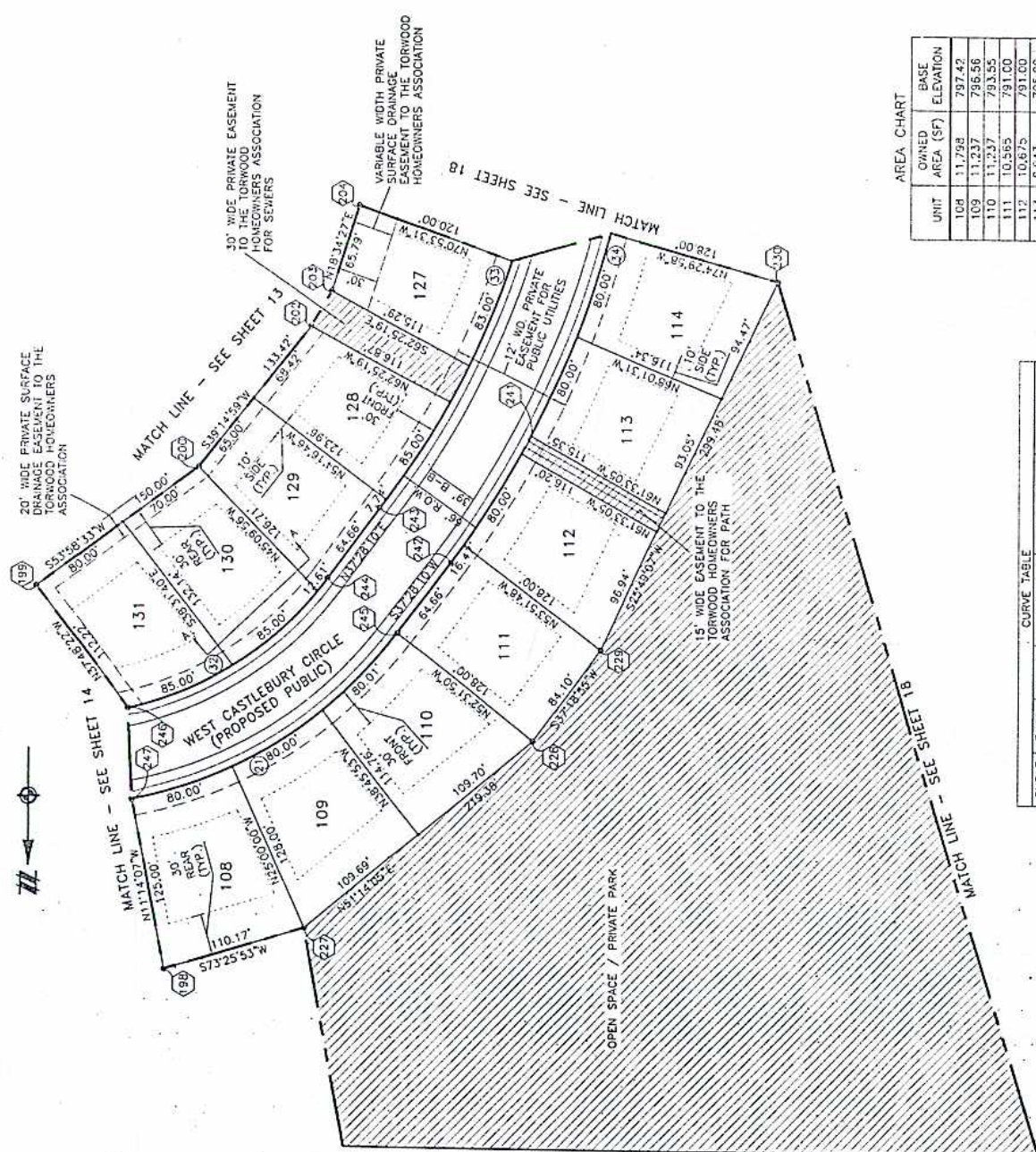
POINT NO.	NORTHING	EASTING
198	7573.475	5817.401
199	7595.378	5913.803
200	7607.160	5792.487
202	7603.841	5705.073
203	7078.051	5692.651
204	7015.657	5671.695
206	7422.060	5711.912
208	7337.810	5469.722
210	7069.228	5359.343
211	7182.051	5542.431
212	7275.513	5603.012
213	7338.353	5655.395
214	7426.808	5692.144
215	7484.043	5845.013
217	7450.870	6241.758



PROPOSED DATE - AUGUST 1, 2002

Richard G. Timmons

RICHARD G. TIMMONS
 PROFESSIONAL SURVEYOR NO. 23319
 500 S. MILLIKEN BLVD., SUITE 100
 ANN ARBOR, MICHIGAN 48106
 TELEPHONE - (734) 994-4000



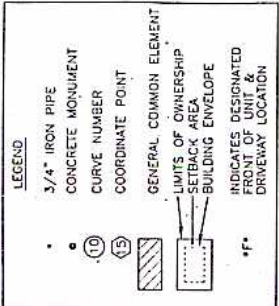
AREA CHART

UNIT	OWNED AREA (SF)	BASE ELEVATION
108	11,798	797.42
109	11,237	796.56
110	11,237	793.55
111	10,565	791.00
112	10,675	791.00
113	9,943	795.00
114	10,531	799.00
127	8,785	797.47
128	9,353	781.45
129	9,376	791.30
130	10,157	795.19
131	10,051	797.42

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
21	443.22	335.00	411.22	S75°35'58"W	76°15'36"
27	355.37	267.00	329.72	S75°35'58"W	76°15'36"
33	369.77	642.00	364.66	S70°58'09"W	33°00'02"
34	407.79	708.00	402.17	S70°58'09"W	33°00'02"

UNPLATTED
 N89°43'35"W (R) N89°59'27"W (M)



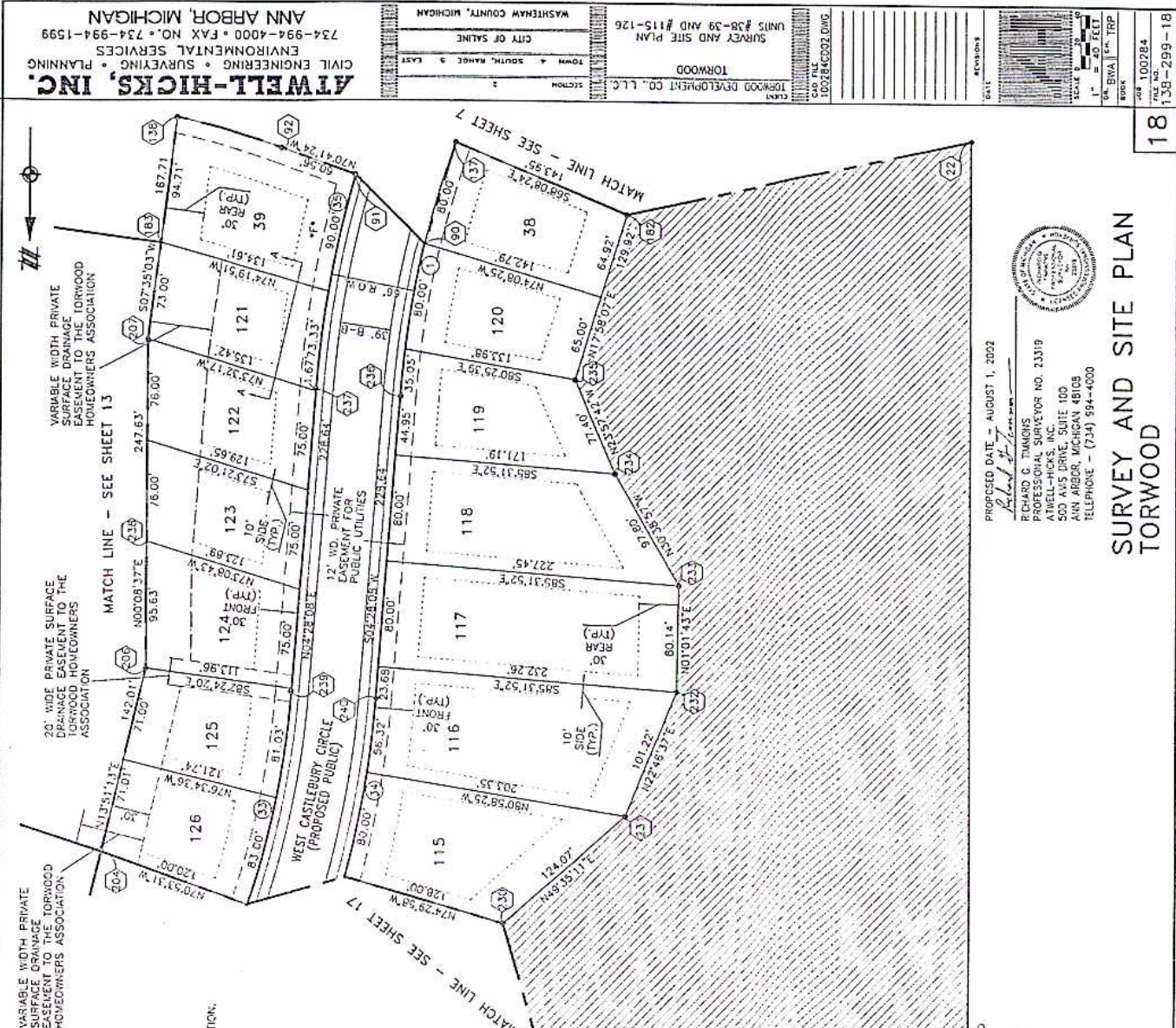
- NOTES:**
1. ALL STREET AND UTILITY IMPROVEMENTS HAVE BEEN BUILT
 2. CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
 3. BEARINGS OF THE BUILDING ENVELOPES ARE PARALLEL TO PERIMETER OF UNITS, UNLESS OTHERWISE NOTED WITH A BEARING.
 4. UNIT NUMBERS MATCH THE APPROVED SITE PLAN.
 5. ALL SANITARY SEWER AND WATERMAIN EASEMENTS DEDICATED TO CITY OF SALINE.
 6. ALL STORM SEWER AND DRAINAGE EASEMENTS DEDICATED TO THE TORWOOD-HOMEOWNERS ASSOCIATION.
 7. SEE SHEET 7 FOR TYPICAL UNIT SECTION

COORDINATE LISTING

POINT NO.	NORTHING	EASTING
02	7704.056	4898.427
03	7704.056	4898.427
04	7704.056	4898.427
05	7704.056	4898.427
06	7704.056	4898.427
07	7704.056	4898.427
08	7704.056	4898.427
09	7704.056	4898.427
10	7704.056	4898.427
11	7704.056	4898.427
12	7704.056	4898.427
13	7704.056	4898.427
14	7704.056	4898.427
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93	7704.056	4898.427
94	7704.056	4898.427
95	7704.056	4898.427
96	7704.056	4898.427
97	7704.056	4898.427
98	7704.056	4898.427
99	7704.056	4898.427
100	7704.056	4898.427

AREA CHART

UNIT	OWNED AREA (SF)	BASE ELEVATION
38	10,429	820.00
39	12,946	818.48
115	14,632	833.16
116	19,232	835.72
117	18,388	837.89
118	15,945	811.32
119	11,193	814.03
120	10,054	817.00
121	9,827	816.27
122	9,691	813.59
123	9,261	810.70
124	9,940	807.84
125	9,121	804.89
126	9,362	802.02



ATWELL-HICKS, INC.
 CIVIL ENGINEERING • SURVEYING • PLANNING
 734-994-4000 • FAX NO. • 734-994-1599
 ANN ARBOR, MICHIGAN

TORWOOD DEVELOPMENT CO., LLC
 TORWOOD
 TOWN & SOUTH, RANGE 5 EAST
 CITY OF SALINE
 WASHINGTON COUNTY, MICHIGAN

SURVEY AND SITE PLAN
 UNITS #38-39 AND #115-126

DATE: 10/28/2002
 CAD FILE: 10282802.DWG

SCALE: 1" = 40 FEET
 NORTH: B.M.A. 1" = 40 FEET
 TRIP BOOK

JOB: 100284
 FILE NO.: 138-299-118

PROPOSED DATE: AUGUST 1, 2002

Richard G. Timmons
 RICHARD G. TIMMONS
 PROFESSIONAL SURVEYOR NO. 23319
 ATWELL-HICKS, INC.
 500 AVIS DRIVE, SUITE 100
 ANN ARBOR, MICHIGAN 48108
 TELEPHONE - (734) 994-4000

**SURVEY AND SITE PLAN
 TORWOOD**

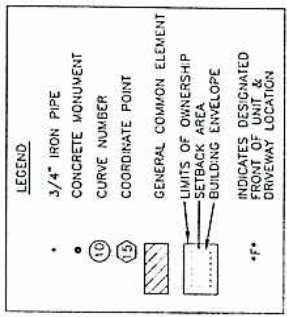
UNPLATTED

COORDINATE LISTING

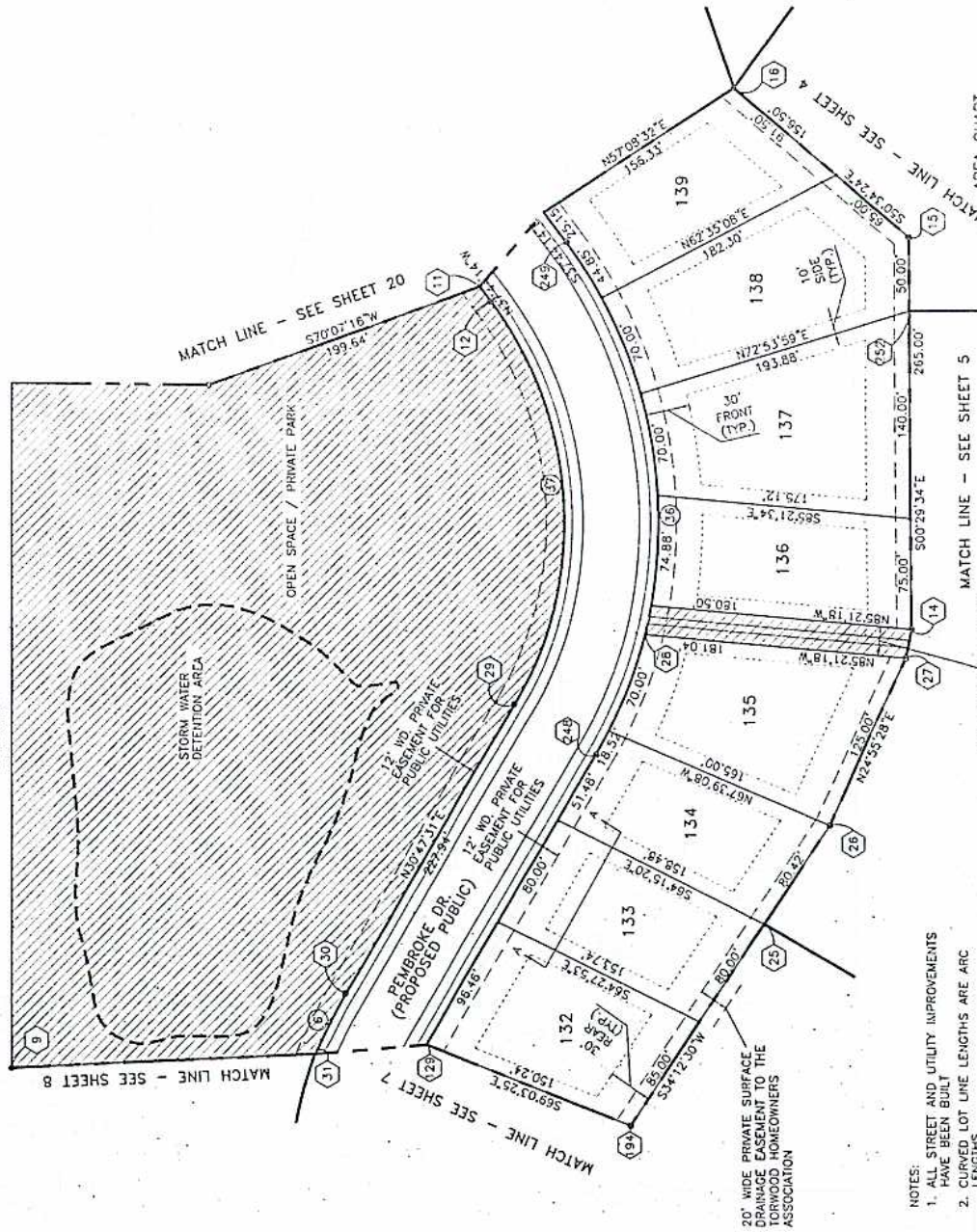
POINT NO.	NORTHING	EASTING
09	8262.540	5988.309
11	5731.945	5663.817
12	5741.708	5656.051
25	6160.551	5466.465
31	6250.545	5777.839
129	6293.003	5699.547
128	6293.003	5699.547
248	6047.493	5537.659
249	5701.314	5603.867
252	5746.000	5356.824

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
6	408.00'	135.00'	134.38'	S14°48'40"W	18°57'29"
36	368.39'	309.00'	346.82'	S03°28'22"E	68°31'45"
37	289.45'	242.00'	272.50'	S03°28'22"E	68°31'45"



PROPOSED DATE - AUGUST 1, 2002
 RICHARD C. THOMAS
 PROFESSIONAL SURVEYOR NO. 23319
 ATWELL-HICKS, INC.
 500 AVIS DRIVE, SUITE 100
 ANN ARBOR, MICHIGAN 48108
 TELEPHONE - (734) 994-4000



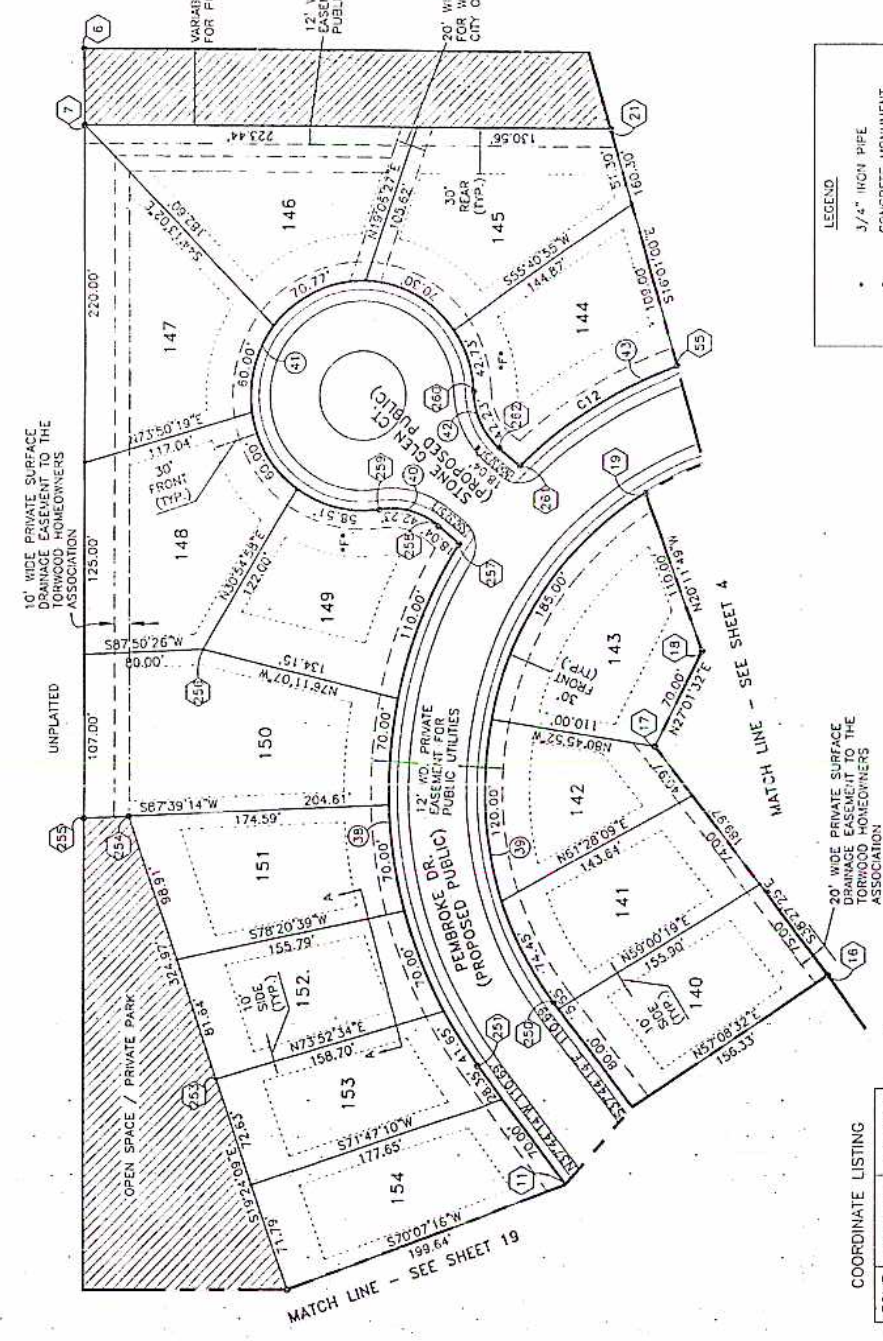
AREA CHART

UNIT	OWNED AREA (SF)	BASE ELEVATION
132	13,598	817.96
133	12,393	821.03
134	12,004	820.89
135	16,281	816.98
136	13,167	819.38
137	18,833	820.65
138	17,401	822.11
139	13,063	823.49

- NOTES:**
- ALL STREET AND UTILITY IMPROVEMENTS HAVE BEEN BUILT
 - CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
 - BEARINGS OF THE BUILDING ENVELOPES ARE PARALLEL TO PERIMETER OF UNITS, UNLESS OTHERWISE NOTED WITH A BEARING.
 - UNIT NUMBERS MATCH THE APPROVED SITE PLAN.
 - ALL SANITARY SEWER AND WATERMAIN EASEMENTS DEDICATED TO CITY OF SALINE.
 - ALL STORM SEWER AND DRAINAGE EASEMENTS DEDICATED TO THE TORWOOD HOMEOWNERS ASSOCIATION.
 - SEE SHEET 7 FOR TYPICAL UNIT SECTION

5343614
 Page: 30 of 34
 10/29/2002 01:05P
 Peggy M. Haines - Washtenaw Co. DMAAM L-4177 P-455

CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
38	361.851	293.000	339.131	N02°22'36"W	70°43'16"
39	379.451	227.000	336.791	N10°09'03"E	95°46'33"
40	42.231	50.000	40.891	S74°44'47"E	48°23'40"
41	362.321	75.000	99.601	N39°27'03"E	276°47'19"
42	42.231	50.000	40.891	N25°21'08"W	48°23'40"
43	123.611	253.000	122.891	N58°01'23"E	24°12'39"



LEGEND

- 3/4" IRON PIPE
- CONCRETE MONUMENT
- COORDINATE POINT
- GENERAL COMMON ELEMENT
- LIMITS OF OWNERSHIP
- SETBACK AREA
- BUILDING ENVELOPE
- INDICATES DESIGNATED FRONT OF UNIT & DRIVEWAY LOCATION

COORDINATE LISTING

POINT NO.	NORTHING	EASTING
11	5731.945	5663.617
20	5613.777	5671.614
251	5554.771	5723.809
252	5653.006	5659.339
253	5434.543	5893.315
254	5384.528	5909.512
255	5315.333	5737.872
256	5303.870	5751.602
257	5293.087	5791.348
258	5216.176	5728.059
261	5284.370	5655.255

AREA CHART

UNIT	OWNED AREA (SF)	BASE ELEVATION
140	12,027	825.08
141	11,620	826.59
142	9,879	828.01
143	14,009	828.99
144	13,544	829.54
145	15,252	831.16
146	16,698	831.59
147	16,696	831.59
148	16,079	831.16
149	14,014	829.54
150	19,725	829.21
151	13,591	827.79
152	11,708	827.27
153	11,628	825.98
154	13,026	824.37

- NOTES:**
1. ALL STREET AND UTILITY IMPROVEMENTS HAVE BEEN BUILT
 2. CURVED LOT LINE LENGTHS ARE ARC LENGTHS.
 3. BEARINGS OF THE BUILDING ENVELOPES ARE PARALLEL TO PERMETER OF UNITS, UNLESS OTHERWISE NOTED WITH A BEARING.
 4. UNIT NUMBERS MATCH THE APPROVED SITE PLAN.
 5. ALL SANITARY SEWER AND WATERMAIN EASEMENTS ARE DEDICATED TO CITY OF SALINE.
 6. ALL STORM SEWER AND DRAINAGE EASEMENTS ARE DEDICATED TO THE TORWOOD HOMEOWNERS ASSOCIATION.
 7. SEE SHEET 7 FOR TYPICAL UNIT SECTION.



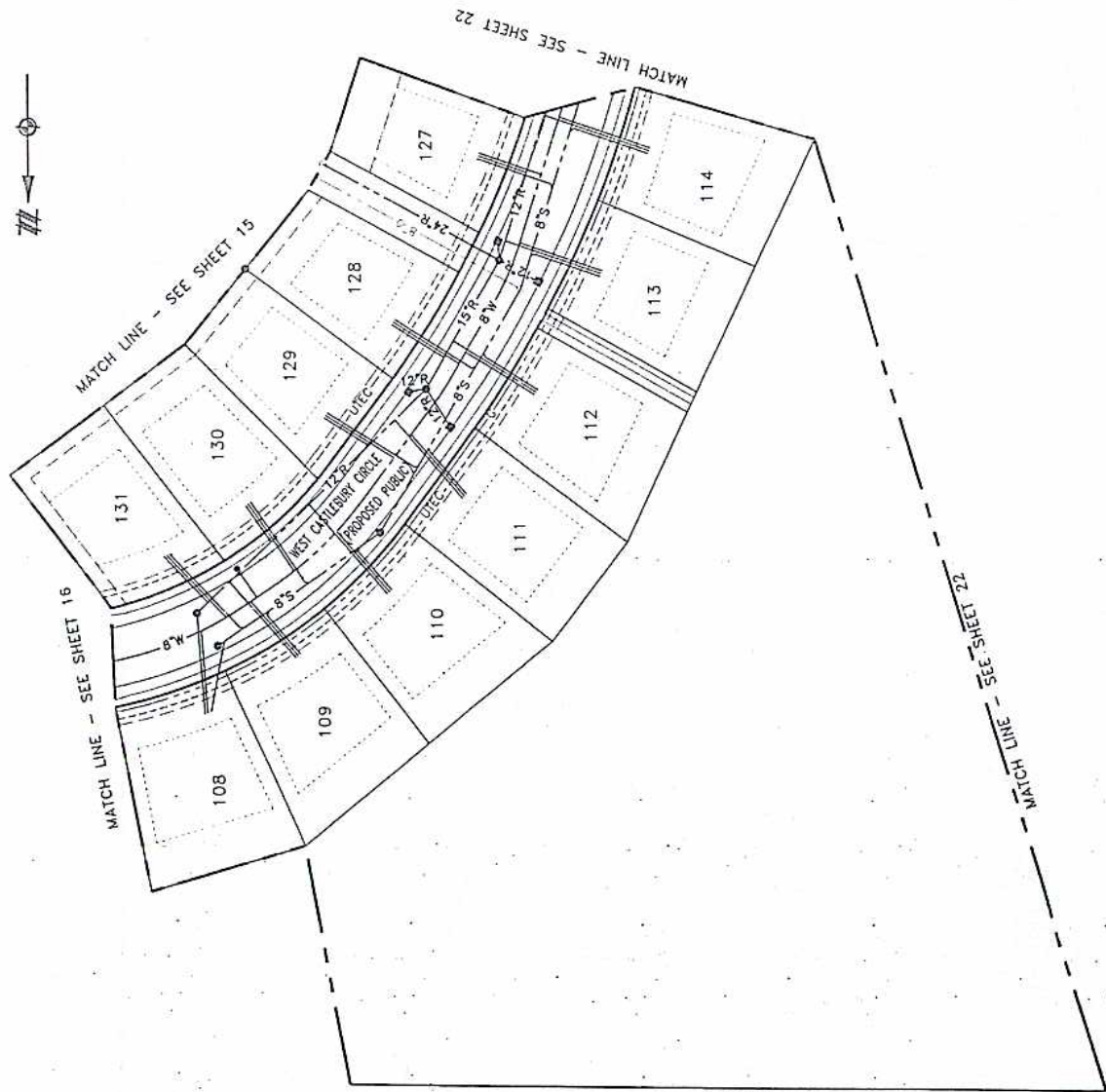
PROPOSED DATE - AUGUST 1, 2002
 RICHARD G. TIMMONS
 PROFESSIONAL SURVEYOR NO. 23319
 ATWELL-HICKS, INC.
 500 AMS DRIVE, SUITE 100
 ANN ARBOR, MICHIGAN 48108
 TELEPHONE - (734) 984-4000

SURVEY AND SITE PLAN TORWOOD



Peggy M. Haines - Washtenaw Co. DWRM

UNPLATTED



- NOTES:
1. ALL UNITS WILL BE SERVICED WITH SANITARY AND WATER BY THE CITY OF SALINE. INFORMATION AS SHOWN IS FROM APPROVED CONSTRUCTION PLANS.
 2. STORM SEWER LOCATIONS OBTAINED FROM APPROVED CONSTRUCTION PLANS.
 3. ALL UNITS WILL BE SERVICED WITH TELEPHONE BY SERVICED. ALL UNITS WILL BE SERVICED WITH CABLEVISION BY COMCAST.
 4. ALL UNITS WILL BE SERVICED WITH GAS AND ELECTRICITY BY DTE ENERGY.
 5. ALL PUBLIC UTILITIES AND STREET IMPROVEMENTS MUST BE BUILT.
 6. ALL SANITARY AND STORM LEADS ARE 4" IN DIAMETER.
 7. ALL WATER LEADS ARE 1" IN DIAMETER.
 8. THERE ARE NO FLOOD PLAIN ENCROACHMENTS ON THE PROPERTY.

EXISTING	DESCRIPTION	PROPOSED
—	STORM	R
—	SANITARY	S
—	WATER	W
—	OVERHEAD ELECTRIC	—
—	UNDERGROUND ELECTRIC	—
—	GAS	C
—	OVERHEAD TELEPHONE	—
—	UNDERGROUND TELEPHONE	—
—	UNDERGROUND TELEPHONE	—
—	ELECTRIC & CABLE T.V.	—
UTec	UTEC	UTEC
○	MANHOLE	●
○	CATCH BASIN	○
○	CLEAROUT	○
○	TRANSFORMER	□
○	POWER POLE	○
○	WATER VALVE	○
○	END SECTION	○

PROPOSED DATE: AUGUST 1, 2002

MARK D. PASCOE
 LICENSED PROFESSIONAL ENGINEER NO. 34033
 500 AVIS DRIVE, SUITE 100
 ANN ARBOR, MICHIGAN 48108
 (734) 994-4000

UTILITY PLAN
 TORWOOD

ATWELL-HICKS, INC.
 CIVIL ENGINEERING • SURVEYING • PLANNING
 ENVIRONMENTAL SERVICES
 734-994-4000 • FAX NO. 734-994-1599
 ANN ARBOR, MICHIGAN

TORWOOD DEVELOPMENT CO., LLC
 SECTION 2
 TOWN & SOUTH, RANGE 5 EAST
 CITY OF SALINE
 WASHTENAW COUNTY, MICHIGAN

UNITS #108-114 AND #127-131
 UTILITY PLAN

DATE

REVISED

SCALE: AS SHOWN
 1" = 40 FEET
 DR: BWA, LK, TRP
 BOOK

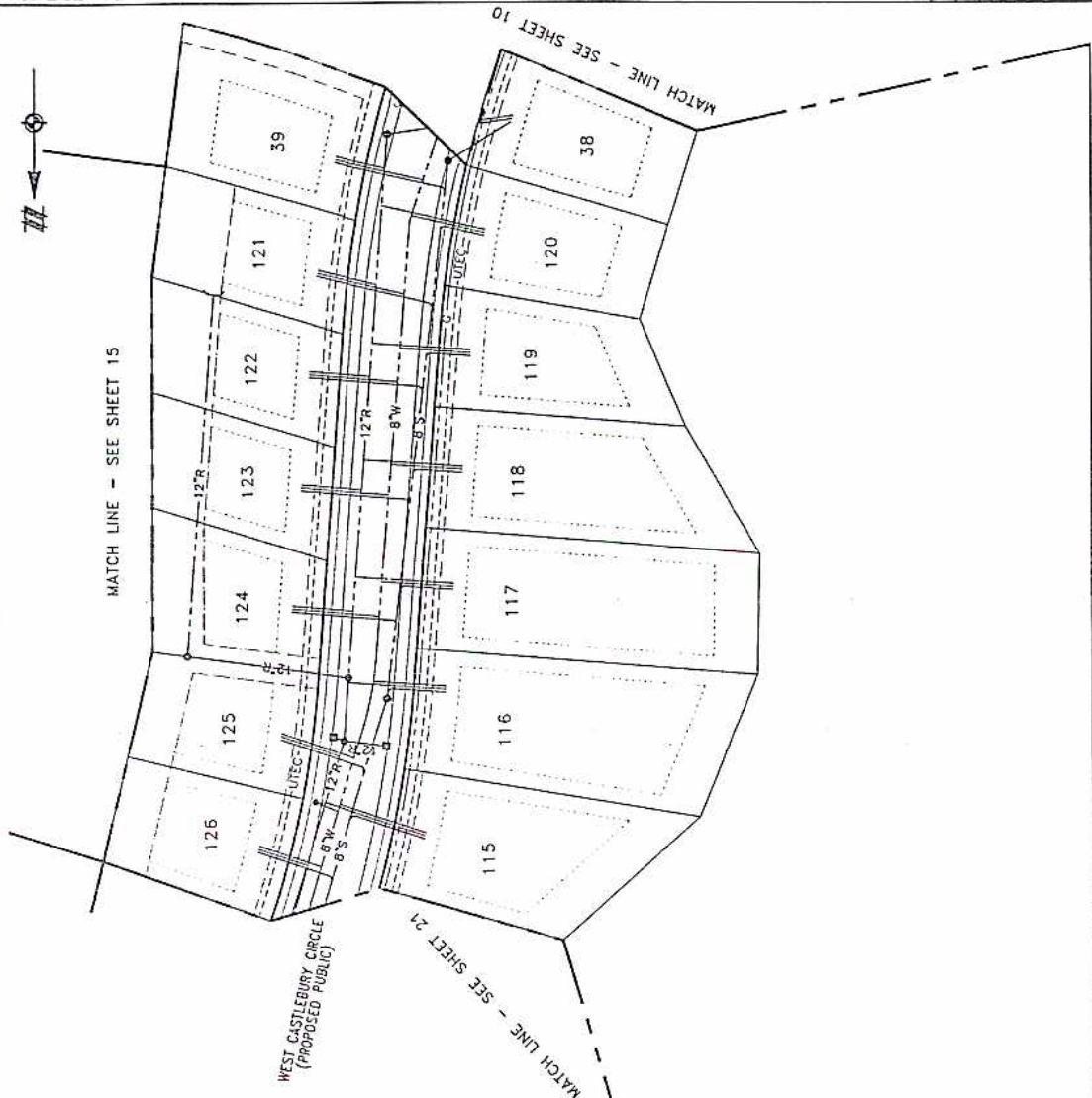
138-299-21
 FILE NO. 100284



eggy M. Haines - Washtenaw Co. DMAAM

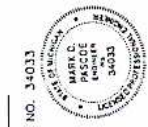
LEGEND	
EXISTING	PROPOSED
STORM	R
SANITARY	S
WATER	W
OVERHEAD ELECTRIC	
UNDERGROUND ELECTRIC	C
OVERHEAD TELEPHONE	
UNDERGROUND TELEPHONE	
UNDERGROUND TELEPHONE	
ELECTRIC & CABLE T.V.	UTEC
MANHOLE	○
CATCH BASIN	□
CLEANOUT	○
HYDRANT	○
POWER POLE	○
TRANSFORMER	○
WATER VALVE	○
END SECTION	○

- NOTES:
1. ALL UNITS WILL BE SERVICED WITH SANITARY AND WATER. ALL THE CITY OF SALINE INFORMATION AS SHOWN IS FROM APPROVED CONSTRUCTION PLANS.
 2. STORM SEWER LOCATIONS OBTAINED FROM APPROVED CONSTRUCTION PLANS.
 3. ALL UNITS WILL BE SERVICED WITH TELEPHONE BY VERIZON. ALL UNITS WILL BE SERVICED WITH CABLEVISION BY COMCAST.
 4. ALL UNITS WILL BE SERVICED WITH GAS AND ELECTRICITY BY DIE ENERGY.
 5. ALL PUBLIC UTILITIES AND STREET IMPROVEMENTS MUST BE BUILT.
 6. ALL SANITARY AND STORM LEADS ARE 4" IN DIAMETER.
 7. ALL WATER LEADS ARE 1" IN DIAMETER.
 8. THERE ARE NO FLOOD PLAN ENCROACHMENTS ON THE PROPERTY.



UNPLATTED

PROPOSED DATE: AUGUST 1, 2002



MARK C. PASCOE
 PROFESSIONAL ENGINEER NO. 34033
 ADWELL-HICKS, INC.
 200 AVIS DRIVE, SUITE 100
 ANN ARBOR, MICHIGAN 48106
 (734) 992-4000

UTILITY PLAN
 TORWOOD

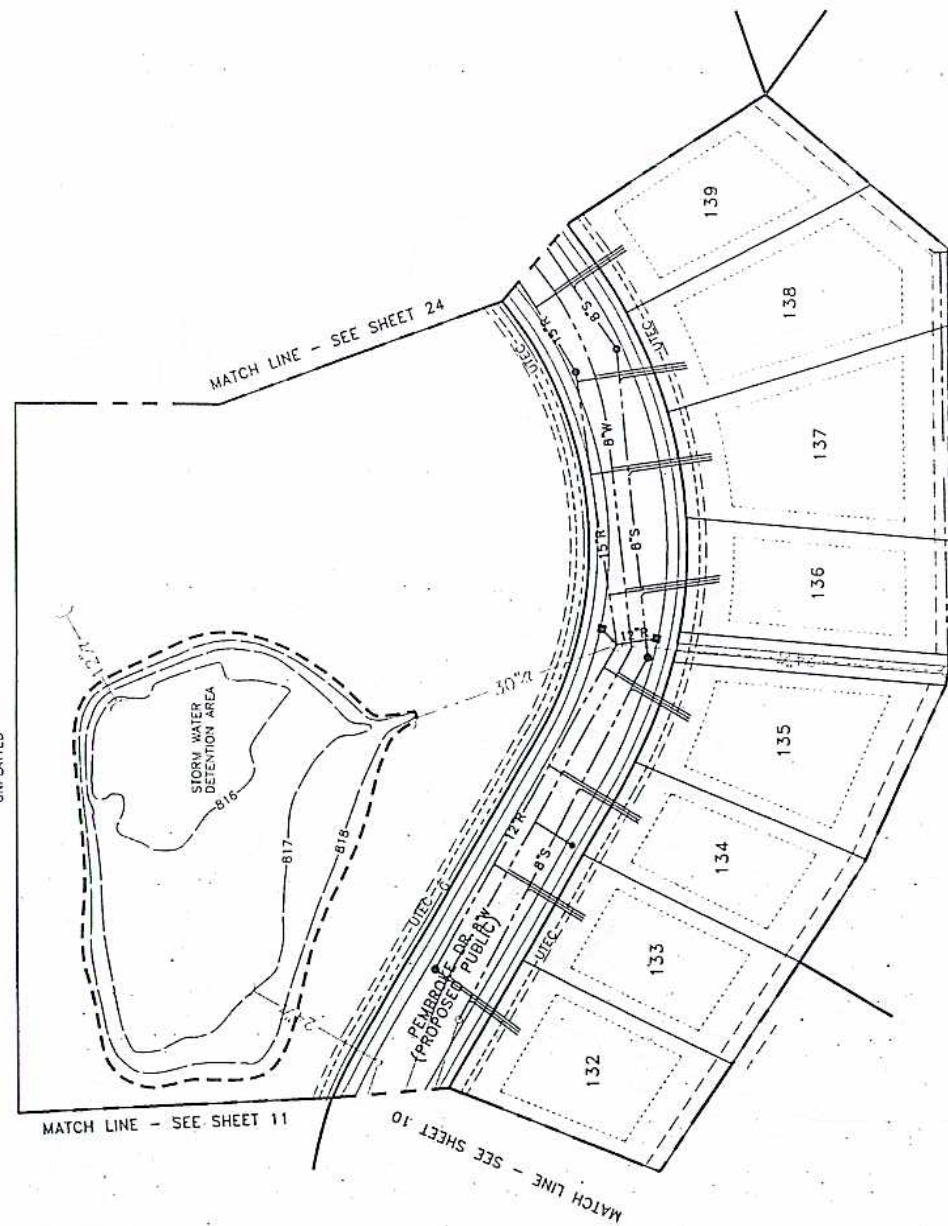
ADWELL-HICKS, INC.
 CIVIL ENGINEERING • SURVEYING • PLANNING
 734-994-4000 • FAX NO. 734-994-1599
 ANN ARBOR, MICHIGAN

TOWN OF SOUTH RANGE 5 EAST
 CITY OF SALINE
 WASHTENAW COUNTY, MICHIGAN

TORWOOD DEVELOPMENT CO., L.L.C.
 UTILITY PLAN
 UNITS #38-39 AND #115-126

DATE: 8/1/02
 DRAWN BY: J. H. HAINES
 CHECKED BY: J. H. HAINES
 SCALE: 1" = 40 FEET
 SHEET NO. 22 OF 22

PROJECT NO. 100284
 FILE NO. 138-299-22



- NOTES:
1. ALL UNITS WILL BE SERVICED WITH SANITARY AND WATER BY THE CITY OF SALINE. INFORMATION AS SHOWN IS FROM APPROVED CONSTRUCTION PLANS.
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EXISTING	DESCRIPTION	PROPOSED
---	STORM	---
---	SANITARY	---
---	WATER	---
---	OVERHEAD ELECTRIC	---
---	UNDERGROUND ELECTRIC	---
---	GAS	---
---	OVERHEAD TELEPHONE	---
---	UNDERGROUND TELEPHONE	---
---	ELECTRIC & CABLE T.V.	---
---	MANHOLE	---
---	CATCH BASIN	---
---	CLEANOUT	---
---	HYDRANT	---
---	POWER POLE	---
---	TRANSFORMER	---
---	WATER VALVE	---
---	END SECTION	---

PROPOSED DATE: AUGUST 1, 2002

MARK D. PASCOE
 LICENSED PROFESSIONAL ENGINEER NO. 34033
 ATWELL-HICKS, INC.
 500 AINS DRIVE, SUITE 100
 ANN ARBOR, MICHIGAN 48108
 (734) 994-4000

UTILITY PLAN
 TORWOOD

Peggy M. Haines - Washtenaw Co. DRAFTER L-4177 P-455

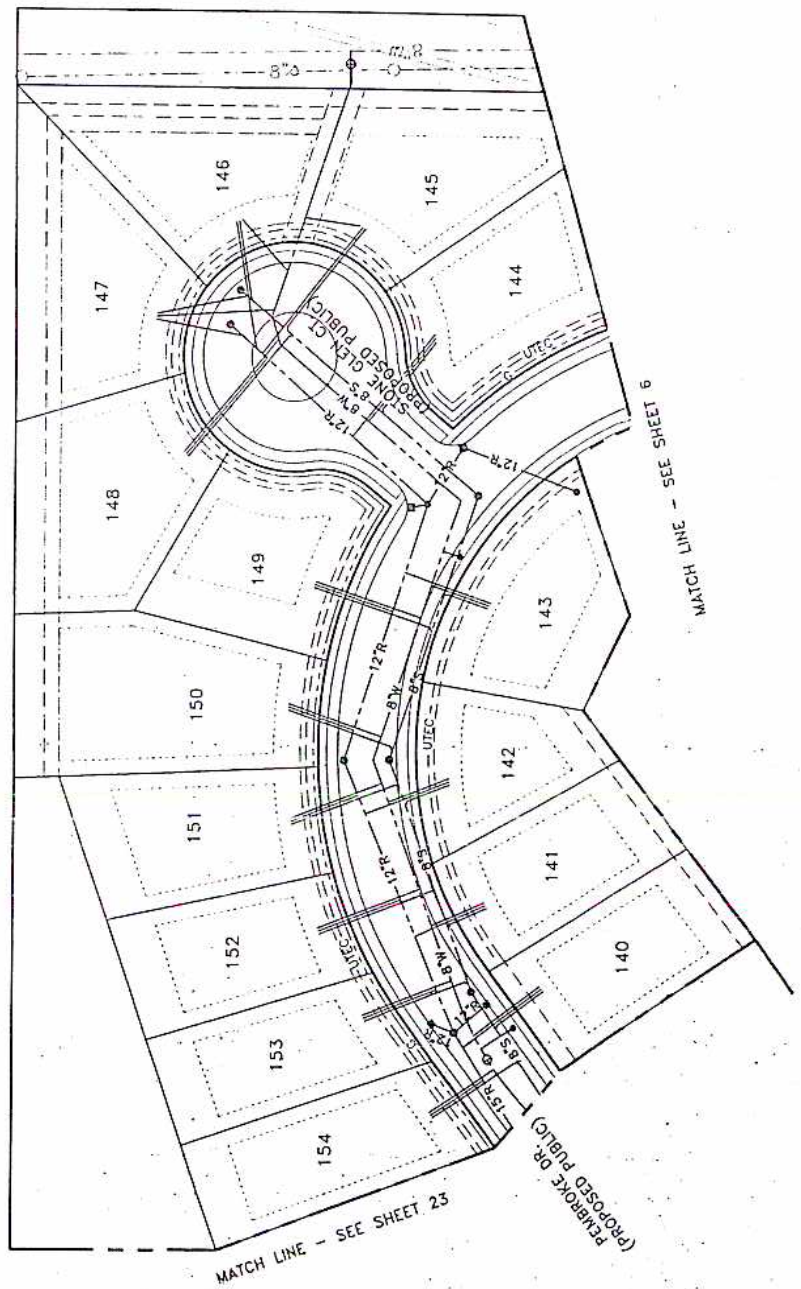
ATWELL-HICKS, INC.
CIVIL ENGINEERING • SURVEYING • PLANNING
ENVIRONMENTAL SERVICES
734-994-4000 • FAX NO. 734-994-1599
ANN ARBOR, MICHIGAN

TORWOOD DEVELOPMENT CO., L.L.C.
TORWOOD
UTILITY PLAN
UNITS #140-154
CITY OF SALINE
TOWN OF SOUTH, RANGE 3 EAST
SECTION 1
WASHTENAW COUNTY, MICHIGAN

DATE: _____
REVISIONS: _____
SCALE: 1" = 40 FEET
DATE: _____
FILE NO.: 100284
JOB NO.: 138-299-24



UNPLATTED



EXISTING	DESCRIPTION	PROPOSED
---	STORM	R
---	SANITARY	S
---	WATER	W
---	OVERHEAD ELECTRIC	---
---	UNDERGROUND ELECTRIC	---
---	GAS	---
---	OVERHEAD TELEPHONE	---
---	UNDERGROUND TELEPHONE	---
---	ELECTRIC & CABLE T.V.	UTEC
○	MANHOLE	○
□	CATCH BASIN	□
—	CLEANOUT	—
—	HYDRANT	—
—	POWER POLE	—
—	TRANSFORMER	—
—	WATER VALVE	—
—	END SECTION	—

- NOTES:
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PROPOSED DATE: AUGUST 1, 2002

MARK D. PASCOE
PROFESSIONAL ENGINEER NO. 34033
ATWELL-HICKS, INC.
500 AVIS DRIVE, SUITE 100
ANN ARBOR, MICHIGAN 48108
(734) 994-4000

UTILITY PLAN
TORWOOD

502

FILED

RECEIVED

AUG 07 1995

AUG 4 1995

Administrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

NON-PROFIT

ARTICLES OF INCORPORATION

MICHIGAN DEPT. OF COMMERCE
CORPORATION & SECURITIES BU

These Articles of Incorporation are signed by the incorporator for the purpose of forming a non-profit corporation, hereinafter referred to as Association, under the provisions of Act No. 162 of the Public Acts of 1982, as amended, as follows:

ARTICLE I.

The name of the corporation is Torwood Homeowners Association. ✓

ARTICLE II.

The purpose or purposes for which the Association is formed are as follows:

- (a) To manage and administer the affairs of and to maintain Torwood, a residential building site condominium (hereinafter called the "Project");
- (b) To levy and collect assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association, to enforce assessments through liens and foreclosure proceedings when appropriate, and to impose late charges for nonpayment of assessments;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements to the common elements after casualty;
- (e) To contract for and employ persons, firms or corporations to assist in the management, operation, maintenance, and administration of said Project;
- (f) To make reasonable rules and regulations governing the use and enjoyment of the Project by members and their tenants, guests, employees, invitees, families and pets and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, or any interest therein, including, but not limited to, any unit in the Project, any easements or licenses or any other real property, whether or not contiguous to the Project, for the purpose of providing benefit to the members of the Association and in furtherance of any of the purposes of the Association;

- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- (i) To enforce the provisions of the Master Deed and By-Laws of the Project and of these Articles of Incorporation and such By-Laws and Rules and Regulations of the Association as may hereafter be adopted;
- (j) To do anything required of or permitted to it as Administrator of said Project by the Master Deed or By-Laws or by Act No. 59 of Public Acts of 1978, as from time to time amended;
- (k) To make and perform any contract necessary, incidental or convenient to the administration, management, maintenance, repair, replacement, and operation of said Project and to the accomplishment of any of the purposes thereof.

ARTICLE III.

Said Association is organized upon a non-stock membership basis.

The amount of assets which said Association possesses is:

Real Property	None
Personal Property	None

Said Association is to be financed under the following general plan:

Assessment of Members

ARTICLE IV.

Location of the first registered office is: 4281 Spring Lake Blvd., Ann Arbor, Michigan 48108.

Post office address of the first registered office is: 4281 Spring Lake Blvd., Ann Arbor, Michigan 48108.

The name of the first resident agent is: Robert B. Therman.

ARTICLE V.

The name and place of business of the incorporator are as follows:

Karl R. Frankena
700 City Center Building
Ann Arbor, Michigan 48104

ARTICLE VI.

Any action required or permitted to be taken at an annual or special meeting of members may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by members having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all members entitled to vote therein were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to members who have not consented in writing.

ARTICLE VII.

The qualifications of members, the manner of their admission to the Association, the termination of membership, and voting by such members shall be as follows:

- (a) Each owner (including the Developer) of a unit in the Project shall be a member of the Association, and no other person or entity shall be entitled to membership.
- (b) Membership in the Association shall be established by acquisition of fee simple title to a unit in the Project, or purchase of a unit on a land contract, and by recording with the Register of Deeds of Washtenaw County, Michigan, a deed or other instrument establishing a change of record title to such unit and the furnishing of evidence of same satisfactory to the Association (except that the Developer of the Project shall become a member immediately upon establishment of the Project), the new owner thereby becoming a member of the Association, and the membership of the prior owner thereby being terminated.
- (c) The share of a member in the funds and assets of the Association cannot be assigned, pledged, encumbered, or transferred in any manner except as an appurtenance to his unit in the Project.
- (d) Voting by members shall be in accordance with the provisions of the By-Laws of the Association.

ARTICLE VIII.

A volunteer director shall not be personally liable to the Association or its members for monetary damages for breach of the director's fiduciary duty, except where there is:

- (a) A breach of the director's duty of loyalty to the Association or its members;
- (b) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (c) A violation of Michigan Statutes Annotated Section 21.200(551);

- (d) A transaction from which the director derived an improper personal benefit; or
- (e) An act or omission that is grossly negligent.

If the Michigan Nonprofit Corporation Act is subsequently amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Association shall be eliminated or limited to the fullest extent permitted by the Michigan Nonprofit Corporation Act, as so amended.

Any repeal or modification of the foregoing provisions of this Article by the members of the Association shall not adversely affect any right or protection of a director of the Association existing at the time of such repeal or modification.

ARTICLE IX.


The Association assumes the liability for all acts and omissions of a nondirector volunteer if all of the following are met:

- (a) The nondirector volunteer was acting or reasonably believed that he or she was acting within the scope of his or her authority;
- (b) The nondirector volunteer was acting in good faith;
- (c) The nondirector volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
- (d) The nondirector volunteer's conduct was not an intentional tort; and
- (e) The nondirector volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle for which tort liability may be imposed as provided in section 3135 of the Insurance Code of 1956, Act No. 218 of the Public Acts of 1956, being section 500.3135 of the Michigan Compiled Laws.

ARTICLE X.

These Articles of Incorporation may be amended, altered, changed, or repealed only by the affirmative vote of not less than two-thirds (2/3) of the entire membership of the Association; provided, that in no event shall any amendment make changes in the qualification for membership or the voting rights of members without the unanimous consent of the membership.

I, the incorporator, sign my name this 3rd day of August, 1995.



Karl R. Frankena