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RECORDED ON

10/30/2017 11:08:23 AM

BRANDON DENBY

REGISTER OF DEEDS

LIVINGSTON COUNTY, MI 48843

RECORDING: 26.00

REMON: 4.00

PAGES: 59

I hereby certify that there are no TAX LIENS OR TITLES held by the State or any individual against the within description, and all TAXES are same as paid for five years previous to the date of this instrument or appear on the records in this office except as stated.

10/30/17

Jennifer M. Nash, Treasurer

2017 Taxes not examined Certificate # 26165

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MASTER DEED MARION CREEK

THIS MASTER DEED is made and executed on this 19 day of October, 2017, by BLUE SOUTH SUNRIDGE, LLC, a Michigan limited liability company (hereinafter referred to as "Developer") whose address is 32400 Telegraph Road, Suite 200A, Bingham Farms, Michigan 48025, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended).

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

NOW, THEREFORE, Developer, by recording this Master Deed, hereby establishes Marion Creek as a residential site condominium project under the Act and declares that Marion Creek shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, and otherwise utilized, subject to the provisions of the Act, and the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their grantees, successors, heirs, personal representatives and assigns.

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Marion Creek, Livingston County Condominium Subdivision Plan No. 418. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each Unit, are set forth completely in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit is capable of individual utilization by virtue of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have an undivided and inseparable right to share with other Co-owners the Common Elements of the Condominium Project.

ARTICLE II

LEGAL DESCRIPTION

The land which is subject to the Condominium Project established by this Master Deed is described as follows:

Commencing at the West 1/4 Corner of Section 2, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan; thence N02°01'00"W 33.00 feet along the West line of said Section to the PLACE OF BEGINNING; thence continuing N02°01'00"W 202.58 feet along said West Section line; thence N69°22'24"E 133.00 feet; thence N37°06'36"E 269.84 feet; thence N45°52'17"E 140.00 feet; thence N59°26'27"E 353.45 feet; thence S65°17'36"E 79.33 feet; thence N45°52'17"E 33.00 feet; thence Northeasterly 33.00 feet along the arc of a 683.00 foot radius curve to the right, through a central angle of 02°46'07" and having a chord bearing N47°15'21"E 33.00 feet; thence

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N41°21'36"W 125.54 feet; thence N36°35'19"E 80.01 feet; thence N58°06'13"E 175.29 feet; thence N73°09'50"E 176.39 feet; thence N89°00'06"E 220.83 feet; thence S78°47'19"E 286.50 feet; thence S69°15'29"E 303.69 feet; thence N89°37'32"E 128.26 feet; thence N81°49'21"E 79.04 feet; thence N61°02'39"E 132.96 feet; thence N74°19'03"E 302.48 feet; thence S01°26'06"E 1000.16 feet along the West line of Peavy Road (50 foot wide 1/2 Right-of-Way); thence S88°44'42"W 2512.93 feet along a line parallel with and 33.00 feet North of the East and West 1/4 line of said Section 2 to the Place of Beginning. Being a part of the Northwest Fractional 1/4 of Section 2, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan.

Containing 46.92 acres of land, more or less. Subject to and together with all easements and restrictions affecting title to the above described premises.

ARTICLE III

DEFINITIONS

Certain terms are utilized in this Master Deed and Exhibits A and B, and are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Marion Creek Condominium Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Marion Creek. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 3.1 "Act" means the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended.

Section 3.2 "Association" means the Marion Creek Condominium Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members, and which shall administer, operate, manage and maintain the Condominium. Any action which the Association is required or entitled to take shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

Section 3.3 "Bylaws" means Exhibit A attached to this Master Deed, which sets forth the substantive rights and obligations of the Co-owners and which is required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as allowed under the Michigan Nonprofit Corporation Act, as amended.

Section 3.4 "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV below.

Section 3.5 "Condominium Documents" means this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, as any or all of the foregoing may be amended from time to time.

Section 3.6 "Condominium Premises" means the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Marion Creek.

Section 3.7 "Condominium Project, Condominium or Project" are used synonymously to refer to Marion Creek.

Section 3.8 "Condominium Subdivision Plan" means Exhibit B to this Master Deed.

Section 3.9 "Consolidating Master Deed" means the final amended Master Deed which shall describe Marion Creek as a completed Condominium Project, and all Units and Common Elements therein. Such Consolidating Master Deed, if and when recorded in the office of the Livingston County Register of Deeds, shall supersede this recorded Master Deed for the Condominium and all amendments thereto.

Section 3.10 “Construction and Sales Period” means the period commencing with the recordation of this Master Deed and continuing during the period that Developer owns (in fee simple, as a land contract purchaser or as an optionee) any Unit in the Project.

Section 3.11 “Co-owner” means an individual, firm, corporation, partnership, association, trust or other legal entity (or any combination thereof) who or which owns or is purchasing by land contract one or more Units in the Condominium Project. Unless the context indicates otherwise, the term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 3.12 “Developer” means Blue South Sunridge, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents. However, the word "successor" as used in this Section 3.12 shall not be interpreted to mean a "Successor Developer" as defined in Section 135 of the Act.

Section 3.13 “First Annual Meeting” means the initial meeting at which non-Developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in Developer's sole discretion after fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily after the elapse of fifty-four (54) months from the date of the first Unit conveyance, or (c) mandatorily within one hundred twenty (120) days after seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs.

Section 3.14 “PUD Agreement” means the Planned Unit Agreement among Mitch Harris Building Company, Inc., the Township, and Sunridge Condominium Homeowners Association, dated July 28, 2003, and recorded in Liber 2055, Page 723, of the Livingston County Records, as amended.

Section 3.15 “Township” means the Township of Marion, Livingston County, Michigan.

Section 3.16 “Transitional Control Date” means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with Developer exceed the votes which may be cast by Developer.

Section 3.17 “Unit or Condominium Unit” each mean a single building site unit in Marion Creek as described in Section 5.1 of this Master Deed and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined under the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

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

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B to this Master Deed, and the respective responsibilities for their maintenance, repair and replacement, are as follows:

Section 4.1 General Common Elements. The General Common Elements are as follows:

- (a) **Land.** The land designated in Exhibit B as General Common Elements.
- (b) ***(Intentionally omitted)***

B. (c) **Parks and Play Areas.** Those areas designated as Parks and Play Areas on Exhibit

(d) **Electrical.** The electrical transmission mains and wiring throughout the Project up to the point of lateral connection for Unit service which is located at the boundary of the Unit, together with common lighting, if any, for the Project.

(e) **Telephone.** The telephone system throughout the Project up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

(f) **Telecommunications.** The telecommunications system throughout the Project, if and when it may be installed, up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

(g) **Gas.** The gas distribution system throughout the Project up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

(h) **Water.** The water distribution system throughout the Project up to the point of lateral connection for Unit service, which is located at the boundary of the Unit, and all common sprinkling system fixtures and connections as well as all common sprinkling system controls, if any, for the Common Elements.

(i) **Sanitary Sewer.** The sanitary sewer system throughout the Project up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

(j) **Storm Water Drainage Facilities.** The surface water drainage system and detention/sedimentation basins throughout the Project which are identified on Exhibit B to this Master Deed.

(k) **Landscaping.** All landscaping, berms, trees, plantings, entranceway monuments, street signs, benches, tables sports equipment, recreational facilities and other structures and improvements, if any, located on the land designated on Exhibit B as General Common Elements.

(l) **Easements.** All easements, if any, that are appurtenant to and that benefit the Condominium Premises pursuant to recorded easement agreements, reciprocal or otherwise.

(m) **Other.** Such other elements of the Project not designated in this Article IV as General or Limited Common Elements which are not within the boundaries of a Unit, and which are intended for common use or are necessary for the existence, upkeep and safety of the Project.

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

Section 4.2 Limited Common Elements. Limited Common Elements are those portions of the Common Elements that are reserved for the exclusive use and enjoyment of one or more but not all Co-owners. The Project as currently constituted does not contain any Limited Common Elements. However, Developer and/or the Association may amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B to create Limited Common Elements within those portions of the Condominium Premises designated as General Common Elements in the Condominium Subdivision Plan.

Section 4.3 Responsibilities. The respective responsibilities for the maintenance, repair and replacement of the Common Elements are as follows:

(a) **Co-owner Responsibility for Units.** Developer anticipates that a separate residential dwelling (including an attached garage) will be constructed within each of the Units depicted on Exhibit B, together with various improvements and structures which are appurtenant to such dwelling. Except as otherwise expressly provided in this Master Deed or the Bylaws, the responsibility for and the cost of installing, maintaining, decorating, repairing and replacing any dwelling and other improvements, structures or landscaping located within a Unit shall be borne by the Co-owner of such Unit. All improvements constructed or installed within a Unit shall be subject to the Architectural Controls described in the Bylaws. In connection with any amendment made by Developer pursuant to Article VI of this Master Deed, Developer may designate Limited Common Elements that are to be installed, maintained, decorated, repaired and replaced at Co-owner expense or, in proper cases, at Association expense.

(b) **Association Responsibility for Units.** Pursuant to Section 18.3 of the Bylaws, the Association, acting through its Board of Directors, may (but has no obligation to) undertake any maintenance, repair or replacement obligation of the Co-owner of a Unit under this Master Deed and Bylaws, to the extent that the Co-owner has not performed such obligation, and the cost thereof shall be assessed against such Co-owner. The Association shall not be responsible for any damage to a Unit or the dwelling or appurtenances contained therein that occurs as a result of the Association performing the unperformed obligations of the Co-owner of the Unit.

(c) **General Common Elements.** Unless otherwise expressly provided in the Condominium Documents, the cost of maintaining, repairing and replacing all General Common Elements shall be borne by the Association.

(d) **Common Lighting.** Developer and/or the Association may, but is not required to, install illuminating fixtures within the Condominium Project and to designate the same as common lighting as provided in Section 4.1(b) above. Some of the common lighting may be installed within the General Common Elements. The cost of electricity for common lighting shall be paid by the Association. Said fixtures shall be maintained, repaired, renovated, restored, and replaced and light bulbs furnished by the Association. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Association in its discretion. No Co-owner shall modify or change such fixtures in any way nor cause the electrical flow for their operation to be interrupted at any time. If the fixtures operate on photoelectric cells, the timers for such cells shall be set by and at the discretion of the Association, and shall remain lit at times determined by the Association.

(e) **Utility Services.** Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with the extension of utilities by laterals from the mains to the dwellings and other improvements located within the Units. All costs of electricity, natural gas, cable television, telephone and any other utility services shall be borne by the Co-owner of the Unit to which the services are furnished. All utility meters, laterals and leads shall be maintained, repaired and replaced at the expense of the Co-owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority, and the Association shall have no responsibility with respect to such maintenance, repair or replacement.

(f) **Roads.** The roads as shown on the Condominium Subdivision Plan are private and will be maintained (including, without limitation, snow removal), replaced, repaired, and resurfaced as necessary by the Association. No Township funds will be used to build, repair or maintain the roads. However, if the roads do not meet applicable Township standards as set forth in the Township Zoning Ordinance, the Township may repair and/or maintain such roads to bring the roads into compliance with such standards and assess the Co-owners for the costs incurred by the Township in connection therewith, including an administrative fee reasonably determined by the Township.

(g) **Lawn and Landscaping Maintenance within Units.** The cost of maintaining, repairing or replacing individual lawns and all landscaping within a Unit shall be borne by the Co-owner of the Unit. In connection with any amendment made by Developer pursuant to Article VI or Article VII of this Master Deed, Developer may designate additional Limited Common Elements that

are to be maintained, repaired and replaced at Co-owner expense or, in proper cases, at Association expense.

(h) **Storm Water Drainage Facilities.** The Association shall be responsible for maintaining, repairing and replacing the Storm Water Drainage Facilities.

Section 4.4 Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner which is inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements. In addition, no Co-owner shall be entitled to construct or install any improvements, fixtures or other structures on, in or to any General Common Elements or Limited Common Elements, without the prior written approval of Developer during the Construction and Sales Period and the Association thereafter. The Developer, Association and Co-owners shall not prohibit, restrict, limit or in any manner interfere with the normal ingress and egress and use of the roads within the Condominium by any other Co-owner, the Developer or the Association. Normal ingress, egress and use shall include use by family, guests, invitees, vendors, tradesmen, delivery persons, and others bound to or returning from any of the Units and having a need to use the roads, provided that any such use shall be subject to the terms of the Condominium Documents.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1 Description of Units. Each Unit in the Condominium Project is described in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit shall consist of the area contained within the Unit boundaries as shown on Exhibit B and delineated with heavy outlines.

Section 5.2 Percentage of Value. The percentage of value for all Units shall be equal. The determination that the percentages of value for all Units should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are no material differences among the Units that affect the allocation of percentages of value. The percentage of value assigned to each Unit shall determine each Co-owner's respective share of the Common Elements of the Condominium Project, each Co-Owner's respective proportionate share in the proceeds and expenses of the Association's administration and the value of such Co-owner's vote at meetings of the Association of Co-owners with respect to matters that require votes to be cast on a percentage of value basis. The total value of the Project is one hundred (100%) percent.

ARTICLE VI

CONTRACTION OF CONDOMINIUM

Section 6.1 Right To Contract. As of the date this Master Deed is recorded, Developer intends to establish a Project consisting of ninety four (94) Units on the land described in Article II. Developer reserves the right, however, to establish a Project consisting of fewer Units than described above within the land described in Article II and to withdraw from the Project all or some portion of the land described in Article II. Therefore, notwithstanding anything to the contrary contained in the other provisions of this Master Deed, the number of Units in this Condominium Project may, at the option of Developer, from time to time, within a period ending no later than ten (10) years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment and approved by the Township.

Section 6.2 Withdrawal of Land. In addition to the provisions of Section 6.1, Developer unconditionally reserves the right to withdraw from the Project any portion or portions of the land described in Article II provided such land is not reasonably necessary to provide access to or otherwise serve the Units and their appurtenant Limited Common Elements, if any, included in the Project, as contracted. Developer reserves the right to use the portion of the land withdrawn to establish, in its discretion, a residential development. Developer further reserves the right, subsequent to such withdrawal but prior to ten (10) years

from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land previously withdrawn.

Section 6.3 Creation of Easements. In the event of any contraction under this Article VI, Developer reserves for the benefit of itself, its successors or assigns, and all owners of the land described in Article II and all portions thereof, an easement for the unrestricted use of all roads in the Project for the purpose of ingress or egress to and from each and every portion of the Project as contracted, and for utilizing, tapping, tying into, extending and enlarging all utility improvements located within the Condominium Premises, including, but not limited to, storm sewer, water main, sanitary sewer, gas, telephone, electrical and telecommunication lines. In addition, to the extent that any General Common Elements within the land described in Article II are withdrawn from the Project, Developer shall cause non-exclusive easements for the benefit of the Units remaining in the Project to be created over such withdrawn General Common Elements to the extent necessary for the continued operation of the Project.

Section 6.4 Amendment Of Master Deed. Any contraction in size of the Project shall be effective upon the recordation of one or more amendments to this Master Deed in a form satisfactory to Developer, in its discretion, and approved by the Township. Each such amendment to the Master Deed shall proportionately readjust the percentages of values set forth in Article V, in order to reflect the total value of 100% for the entire Project, as contracted pursuant to the applicable amendment to this Master Deed. The precise determination of the readjustment in percentage of value shall be within the sole judgment of Developer. However, such readjustment shall reflect a continuing reasonable relationship among percentages of value, based upon the original method of determining percentages of value for the Project.

Section 6.5 Redefinition of Common Elements. Any amendments to the Master Deed pursuant to Section 6.4 shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the Units in the Project, as contracted. In connection with any such amendments, Developer shall have the right to change the nature of any Common Elements previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article VI, including, but not limited to, the connection of roadways that may be located on, or planned for the area which is withdrawn from the Project, and to provide access to any Unit that is located on, or planned for the withdrawn area from the roadways located in the Project.

Section 6.6 Consent Of Interested Parties. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendments to this Master Deed as may be proposed by Developer to effectuate the purposes of this Article VI and to any proportionate reallocation of percentages of value of Units which Developer determines are necessary in conjunction with such amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE VII

CONSOLIDATION AND OTHER MODIFICATION OF UNITS AND LIMITED COMMON ELEMENTS

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

Section 7.1 Modification of Units. Developer may, in its sole discretion, and without obtaining the consent of any person whatsoever (including Co-owners and mortgagees of Units), during the Construction and Sales Period, modify the size, boundaries, location, and configuration of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units as described in the Condominium Subdivision Plan attached hereto as Exhibit B or any recorded amendment or amendments thereof, subject to

the requirements of any governmental authority having jurisdiction over the Project, and further subject to Section 9.1 of this Master Deed. Any modifications by Developer in accordance with the terms of this Section 7.1 shall take effect upon the recordation of an amendment to the Master Deed. In addition, Developer may, in connection with any such amendment, re-adjust percentages of value for all Units to reflect the Unit modifications or Limited Common Element modifications, based upon the method by which percentages of value were originally determined for the Project. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 7.1 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer determines are necessary in conjunction with any such amendments, subject to Section 9.1 of this Master Deed. Subject to the foregoing, all such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 7.2 Consolidation or Relocation of Units. During the Construction and Sales Period, Developer may, in its sole discretion, and without the consent of any other person whatsoever (including Co-owners and mortgagees of Units), consolidate under single ownership two (2) or more Units which are located adjacent to one another, and/or relocate any boundaries between adjoining Units, subject to the requirements of any governmental authority having jurisdiction over the Project and further subject to Section 9.1 of this Master Deed. Developer shall give effect to the consolidation of Units and/or the relocation of Unit boundaries by amending this Master Deed with one or more amendments prepared by and at the sole discretion of Developer in the manner provided by law. Any amendment that consolidates or relocates the boundaries between Units shall identify the consolidated or relocated Unit(s) by number and, when appropriate, the percentage of value as set forth herein for the consolidated or relocated Unit(s) shall be proportionately allocated among the adjusted Condominium Units in order to preserve a total value of one hundred (100%) percent for the entire Project following such amendment or amendments to this Master Deed. Developer shall determine, in its sole discretion, any such re-adjustment of the percentages of value, provided that such readjustments shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Any such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as modified. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 7.2, subject to the limitations set forth herein, and to any proportionate reallocation of percentages of value of units which Developer determines are necessary in connection with any such amendments. All such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be accomplished without re-recording the entire Master Deed or its exhibits.

Section 7.3 Limited Common Elements. Limited Common Elements shall be subject to assignment and re-assignment in accordance with Section 39 of the Act, to accomplish the rights to consolidate or relocate boundaries described in this Article VII or for other purposes.

Section 7.4 Right to Construct Amenities. Developer reserves the right to construct various amenities, including, by way of example, entranceway monuments, street signs and other signage, jogging or walking paths, detention pond areas, landscaping features, fences, walls, benches, tables, and other structures and improvements anywhere within the General Common Elements and Limited Common Elements (the foregoing amenities shall be collectively referred to as the "Amenities"). If any such Amenities are included in the Condominium Project, all Co-owners shall be obligated to contribute to the maintenance, repair and replacement of the Amenities as an Association expense of administering the Project. However, Developer has no obligation to construct any Amenities or to include them in the Condominium Project. The final determination of the design, layout and location of such Amenities, if and when constructed, shall be at Developer's sole discretion.

ARTICLE VIII

EASEMENTS

Section 8.1 Easement For Utilities and Storm Water Drainage Facilities. Developer reserves for itself, its successors and assigns, the Association, the Township and MHOG Utilities perpetual easements to, through and over those portions of the land in the Project (including all Units) for the continuing maintenance, repair and restoration of all utilities in the Condominium, including, without limitation, a perpetual easement for the installation, maintenance, repair and replacement of the Storm Water Drainage Facilities over, across and under certain portions of the Units, as depicted in Exhibit B to this Master Deed. Developer reserves the right, without being required to obtain the consent of any Co-owner, mortgagee or other person who now or hereafter has any interest in the Condominium, to assign all or any portion of such easements to governmental units and to enter into maintenance agreements with respect thereto by the recordation of an appropriate amendment to this Master Deed and Exhibit B. The easements reserved to the Township and/or MHOG Utilities for sanitary sewer, potable water and storm water drainage shall include the rights to construct, operate, connect, extend, maintain, inspect, repair, alter, replace and/or remove pipelines, conduits, mains and other installations of a similar character for the purpose of providing public utility services, including establishing public sanitary sewer service, potable water service and storm water drainage across, through and under the applicable easement areas and to excavate and refill/restore any utility ditches and trenches necessary to accomplish the foregoing. Following completion any of sanitary sewer, potable water and storm drainage improvements which are intended to become public improvements, such improvements shall be deemed dedicated to the Township and/or MHOG Utilities and, following inspection and acceptance of such improvements, such improvements shall become public improvements. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments to this Master Deed to effectuate the foregoing easements, assignment and dedication of such easements or execution of any related maintenance agreement. All such interested persons irrevocably appoint the Developer as agent and attorney-in-fact to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 8.2 Easements Retained by Developer.

(a) Utility Easements. Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns perpetual easements to utilize, tap, tie into, extend and enlarge all utility improvements located within the Condominium Premises, including, but not limited to, gas, telephone, electrical, and telecommunications improvements. If any portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted to Developer, its successors or assigns under this Section 8.2(a), Developer shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance. At Developer's discretion, the cost of maintaining, repairing and replacing any utility improvements referred to in this Section 8.2(a) may be shared by this Condominium and the Development. The Co-owners of this Condominium may be responsible from time to time for the payment of a proportionate share of said expenses, (to the extent said expenses are not paid by a governmental agency or public utility) which shall be determined by Developer in its reasonable discretion.

(b) Additional Easements. Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns, the right, at any time prior to the expiration of the Construction and Sales Period to reserve, dedicate and/or grant public or private easements over, under and across the Condominium Premises for the construction, installation, repair, maintenance and replacement of rights-of-way, walkways, bicycle paths, water mains, sanitary sewers, storm drains, retention basins, water wells serving Common Elements, electric lines, telephone lines, gas mains, cable television and other telecommunication lines and other public and private utilities, including all equipment, facilities and appurtenances relating thereto. Developer reserves the right to assign any such easements to governmental units or public utilities, and to enter into maintenance agreements with respect thereto. Any of the foregoing easements or transfers of title may be conveyed by Developer without the consent of any Co-owner, mortgagee or

other person who now or hereafter shall have any interest in the Condominium, by the recordation of an appropriate amendment to this Master Deed and Exhibit B hereto. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments of this Master Deed to effectuate the foregoing easements or transfers of title. All such interested persons irrevocably appoint Developer as agent and attorney to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 8.3 Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises as are reasonably necessary or advisable for utility purposes, access purposes or other lawful purposes subject, however, to the approval of Developer during the Construction and Sales Period. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to such easements be varied, without the consent of each person benefitted or burdened thereby.

Section 8.4 Easements for Maintenance, Repair and Replacement. Developer, the Association, the Township, MHOG Utilities and all public and private utilities, including public sanitary sewer and potable water utilities and public storm drainage operations, shall have such easements over, under and across the Condominium Project, including all Units and Common Elements, as may be necessary to fulfill any installation, maintenance, repair, or replacement responsibilities which any of them are required or permitted to perform under the Condominium Documents, by law or as may be necessary to respond to any emergency. The foregoing easements include, without limitation, the right of the Association to obtain access to a Unit during reasonable hours and upon reasonable notice to inspect the dwelling and any improvements constructed within a Unit to ascertain that they have been designed and constructed in conformity with the standards imposed and/or specific approvals granted by Developer (during the Construction and Sales Period) and thereafter by the Association.

Section 8.5 Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to Developer's approval during the Construction and Sales period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees, as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other act which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing any telecommunications related equipment or improvements or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 8.6 Association Assumption of Obligations. The Association, on behalf of the Co-owners, shall assume and perform all of Developer's obligations under any easement pertaining to the Condominium Project or General Common Elements.

Section 8.7 Termination of Easements. Developer reserves the right, during the Construction and Sales Period, to terminate and revoke any utility or other easement granted in or pursuant to this Master Deed at such time as the particular easement has become unnecessary. (This may occur, by way of illustration only, when a utility easement is relocated to coordinate development of property adjacent to the Condominium Project.) No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be effected by the recordation of an appropriate termination instrument, or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act. Notwithstanding the foregoing, no easement that has been granted to the Township or MHOG Utilities may be terminated without the written consent of the Township or MHOG Utilities.

Section 8.8 School Bus and Emergency Vehicle Access Easement. Developer reserves for the benefit of the Township, any private or public school system, and any emergency service agency, an easement over all roads in the Condominium for use by the Township, private or public school busses, and/or emergency vehicles. Said easement shall be for the purposes of free and clear ingress and egress to provide, without limitation, school bus services, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium and Co-owners. The foregoing easement shall in no way be construed as a dedication of the roads or driveways to the public.

Section 8.9 Road Connection Easement. If the unimproved parcel of land located adjacent to the western boundary of the Project ("Adjacent Parcel") is developed as a single family residential project, at the request of the developer of the Adjacent Parcel ("Adjacent Parcel Developer"), the Developer, during the Construction and Sales Period, and thereafter the Association, shall grant for the benefit of the Adjacent Parcel: (a) an easement to connect a private road within the Adjacent Parcel to the west end of Weatherstone Lane between Units 29 and 30 where a cul-de-sac is currently located ("Road Connection Easement") and to utilize Weatherstone Lane to provide ingress and egress to and from the Adjacent Parcel and Peavy Road; and (b) provided that there is adequate capacity to serve the Project as fully developed, an easement to connect to the public water and sanitary sewer lines located within Weatherstone Lane, which easements shall be granted subject to the satisfaction of the following conditions, to the reasonable satisfaction of the Developer or Association, whichever is applicable: (i) receipt of evidence that the Adjacent Developer has obtained all necessary permits and approvals from the Township and applicable governmental agencies for the development of the Adjacent Parcel and the connection to Weatherstone Lane; (ii) the Adjacent Developer, at its sole cost, shall be responsible for the installation of all road and utility improvements, including all modifications to the cul-de-sac on Weatherstone Lane, that are required as a condition to connecting the roads and/or utilities within the Adjacent Parcel to Weatherstone Lane; (iii) the Adjacent Developer shall preserve, to the greatest extent possible, the woodlands adjacent to Units 29 and Unit 30 pursuant to a tree preservation plan reasonably acceptable to the Developer or Association, whichever is applicable; (iv) the Adjacent Developer, at its sole cost, shall install landscape buffering along the boundary of the Project and Peavy Road Estates No. 2 which is adjacent to the Road Connection Easement, pursuant to a landscaping plan reasonably acceptable to the Developer or the Association, whichever is applicable; (v) the Adjacent Developer shall provide to the Developer or Association for its reasonable approval a grading plan that ensures that all storm water drainage issues resulting from the new road improvements are adequately addressed, and the Adjacent Developer shall, at its sole cost, be responsible for installing all grading and drainage improvements pursuant to the approved grading plan; (vi) the Adjacent Developer and the association formed to administer the project within the Adjacent Parcel shall be obligated to reimburse the Association for a proportionate share of the cost of maintaining, repairing and replacing Weatherstone Lane within the Project, based on the relative number of units within the projects; (vii) the Adjacent Developer, at its sole cost, shall restore all portions of the Project outside the Road Connection Easement which are disturbed, damaged or altered by the Adjacent Parcel Developer, its contractors, employees or agents to substantially the same condition which existed prior to such disturbance, damage or alteration (viii) the Adjacent Developer shall indemnify, defend and hold harmless the Developer, Association and all Co-owners from all loss, liability, damage, claims, costs and expenses, including court costs and reasonable attorney's fees, arising from the actions of the Adjacent Parcel Developer, or its contractors, employees or agents and/or any construction liens filed by any of the Adjacent Parcel Developer's contractors, subcontractors or suppliers; and (ix) the Adjacent Developer shall provide the Developer or the Association, as applicable, with evidence of liability insurance which names the Developer and the Association as additional insured parties and provides coverage for damages and liability arising out of the Adjacent Parcel Developer's activities within the Project, with coverage amounts and issued by an insurer reasonably acceptable to the Developer or Association, as applicable. The Adjacent Developer, the Developer (if the Developer then owns any units or other portions of the Project) and the Association shall enter into a written agreement which contains the foregoing terms and conditions, together with such additional provisions which are mutually acceptable to the parties, which agreement shall be in a form reasonably acceptable to the Developer (if the Developer then owns any units or other portions of the Project) and the Association and recorded with the Livingston County Register of Deeds.

Any approval granted by Marion Township for the Marion Creek project shall not, in any way, be

construed, or implied, as an approval for any future development of the Adjacent Parcel nor shall such approval constitute an endorsement or position by the Township in regard to any future arrangements between Developer, the Association and/or the Adjacent Developer.

ARTICLE IX

AMENDMENT

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

Section 9.1 Co-owner Consent. Except as otherwise specifically provided in this Master Deed or Bylaws, no Unit dimension may be modified in any material respect without the consent of the Co-owner and mortgagee of such Unit, nor may the nature or extent of any Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material respect without the written consent of the Co-owner and mortgagee of any Unit to which such Limited Common Elements are appurtenant.

Section 9.2 By Developer. In addition to the rights of amendment provided to Developer in the various Articles of this Master Deed, Developer may, prior to the expiration of the Construction and Sales Period, and without the consent of any Co-owner, mortgagee or any other person, amend this Master Deed and the Condominium Subdivision plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A that do not materially affect the rights of any Co-owners or mortgagees in the Project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 9.3 Change in Value of Vote, and Percentages of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without such consent, except as provided in Article VI or Article VII of this Master Deed.

Section 9.4 Mortgagee Approval. Pursuant to Section 90(1) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-Owners, to amend this Master Deed and the Condominium Documents without the approval of any mortgagee, unless the amendment would materially alter or change the rights of a mortgagee (as defined in the Act), in which event the approval of two-thirds (2/3) of the votes of mortgagees of Units who held a duly recorded mortgage or a duly recorded assignment of a mortgage against a Unit on the date on which the proposed amendment to the Master Deed is approved by the requisite majority of the Co-owners, shall be required for such amendment. Each mortgagee entitled to vote shall have one (1) vote for each Unit subject to a mortgage. Notwithstanding any provision of this Master Deed or the Bylaws to the contrary, mortgagees are entitled to vote on amendments to the condominium documents only under the following circumstances:

- (a) The termination of the Condominium Project.
- (b) A change in the method or formula used to determine the percentage of value assigned to a Unit subject to the mortgagee's mortgage.
- (c) A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association to the Unit subject to the mortgagee's mortgage.

(d) The elimination of a requirement for the Association to maintain insurance on the Project as a whole or a Unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the mortgagee's mortgage.

(e) The modification or elimination of an easement benefiting the Unit subject to the mortgagee's mortgage.

(f) The partial or complete modification, imposition, or removal of leasing restrictions for Units in the condominium project.

Section 9.5 Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of eighty (80%) percent of all Co-Owners.

Section 9.6 Developer Approval. During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the prior written consent of Developer.

Section 9.7 Township Approval. Notwithstanding anything to the contrary contained in this Master Deed, no provision of the Condominium Documents that grants any right of approval or other right to the Township shall be amended or revoked with the consent of the Township.

ARTICLE X

DEVELOPER'S RIGHT TO USE FACILITIES

Developer, its successors and assigns, agents, employees and its designated builders may maintain offices, model dwellings within Units, parking, storage areas and other facilities within the Condominium Project as it deems necessary to facilitate the development and sale of the Project. Developer shall have such access to, from and over the Project as may be reasonable to enable the development and sale of the Condominium Project. Developer shall reasonably restore the facilities utilized by Developer upon termination of such use.

ARTICLE XI

ASSIGNMENT

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

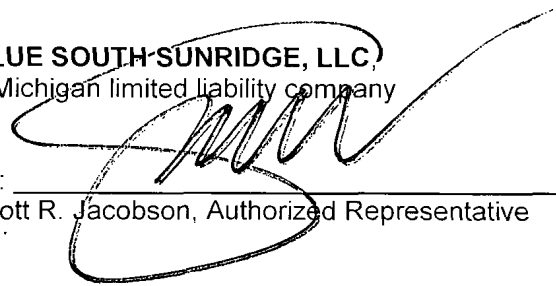
ARTICLE XII

PUD AGREEMENT

The Condominium is subject to the terms of the PUD Agreement, as may be amended.

BLUE SOUTH SUNRIDGE, LLC,
a Michigan limited liability company

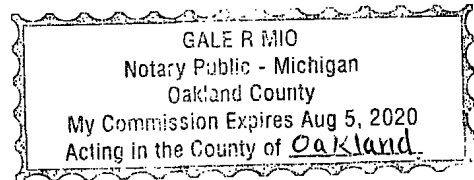
By: _____
Scott R. Jacobson, Authorized Representative



STATE OF MICHIGAN)
)ss
COUNTY OF ~~LIVINGSTON~~)

The foregoing instrument was acknowledged before me this 19th day of October, 2017, by Scott R. Jacobson, the Authorized Representative of BLUE SOUTH SUNRIDGE, LLC, a Michigan limited liability company, on behalf of said company.

Notary Public, Gale R Mio



Gale R. Mio
Oakland County, MI
expiration: Aug 5, 2020

DRAFTED BY WHEN RECORDED RETURN TO:
✓ Emmanuel Kniahynycky, Vice President
S.R. Jacobson Development Corporation
Suite 200A
32400 Telegraph Road
Bingham Farms, Michigan 48025

EXHIBIT "A"
CONDOMINIUM BYLAWS

Marion Creek

ARTICLE I
ASSOCIATION OF CO-OWNERS

Section 1.1 **Formation; Membership.** Marion Creek, a residential site Condominium Project located in Marion Township, Livingston County, Michigan, shall be administered by the Marion Creek Condominium Association, a Michigan non-profit corporation, (the "Association"). The Association shall be responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Condominium Bylaws referred to in the Master Deed and required by Section 53 of the Act and the Association Bylaws provided for under the Michigan Non-profit Corporation Act, as amended. Each Co-owner shall be a member in the Association and no other person or entity shall be entitled to membership. Co-owners are sometimes referred to as "Members" in these Bylaws. A Co-owner's share of the Association's funds and assets cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project, all of which shall be available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit or the Common Elements shall be subject to the provisions and terms set forth in the Condominium Documents.

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

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

ARTICLE II
ASSESSMENTS

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

Section 2.2 **Assessments for Common Elements.** All costs incurred by the Association to satisfy any liability or obligation arising from, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

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

(a) **Budget.** The Board of Directors of the Association shall establish an annual budget ("Budget") in advance for each fiscal year and such Budget shall project all expenses for the ensuing year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of the Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular annual assessments, as set forth in Section 2.4 below, rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual Budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for the Project, the Association should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserves should be established for other purposes from time to time. Upon adoption of a Budget by the Board of Directors, copies of the Budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said Budget. The applicable annual assessments, as levied, shall constitute a lien against all Units as of the first day of the fiscal year in which the assessments relate. Failure to deliver a copy of the Budget to each Co-owner shall not affect or in any way diminish such lien or the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient to pay the actual costs of the Condominium Project's operation and management, (2) to provide for repairs or replacements of existing Common Elements, or (3) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessments and to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-owner or mortgagee consent, to levy assessments for repair and reconstruction in the event of casualty pursuant to the provisions of Section 5.2 below. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and its Members, and shall not be enforceable by any creditors of the Association or its Members.

(b) **Special Assessments.** Special assessments, in addition to the general assessments required in Section 2.3(a) above, may be made by the Board of Directors from time to time, subject to Co-owner approval as hereinafter provided, to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.6 below, or (3) assessments for any other appropriate purpose that could not be covered by the annual assessment. Special assessments referred to in this subparagraph (b) shall not be levied without the prior approval of the Co-owners representing sixty (60%) percent or more of the combined percentage of value of all Units eligible to vote on such special assessment within the Condominium Project. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and its Members and shall not be enforceable by any creditors of the Association or its Members. Notwithstanding anything in these Bylaws to the contrary, a Co-owner of an Exempt Unit shall not be entitled to vote on any proposed special assessment, unless such Co-owner agrees to participate in the payment of such special assessment, if approved, in which case, the participating Co-owner shall be responsible for its Unit's proportionate share of such assessment, which shall be equal to that of the other non-exempt Units. By voting on the establishment of the special assessment, such Co-owner shall be deemed to have agreed to participate in the payment of such special assessment.

(c) **Remedial Assessments.** If any Co-owner fails to properly maintain or repair his Unit in accordance with the provisions of Article VI, which failure, in the opinion of the Board of Directors adversely affects the appearance of the Condominium Project as a whole, or the safety, health or welfare of the other Co-owners of the Condominium Project, the Association may, following notice to such Co-owner, take any actions reasonably necessary to maintain or repair or the Co-owner's Unit, and an amount equal to one hundred fifty (150%) percent of the cost thereof shall be assessed against the Co-owner of such Unit.

Section 2.4 Apportionment of Assessments and Penalty for Default. All assessments levied against the Co-owners to cover administration expenses shall be apportioned among and paid by the Co-owners in accordance with the respective percentages of value allocated to each Co-owner's Unit in Article V of the Master Deed, without adjustment for the use or non-use of the Unit or any Limited Common Element appurtenant to a Unit. Annual assessments determined in accordance with Section 2.3(a) above shall be paid by Co-owners in one annual payment, or two semi-annual payments, as determined by the Association's Board of Directors. A Co-owner's payment obligations will commence with the acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. A Co-owner shall be in default of his assessment obligations if he fails to pay any assessment installment when due. A late charge not to exceed twenty-five (\$25.00) Dollars per month shall be assessed automatically by the Association upon any assessments in default for ten (10) or more days until the assessment installment together with the applicable late charges are paid in full. In addition, assessments in default for ten (10) or more days shall accrue interest at a rate to be determined by the Association, not exceeding the highest rate permitted by law, commencing from the date any such assessments were due until such assessment, including applicable late charges, are paid in full. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) relating to his Unit which may be levied while such Co-owner owns the Unit. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) relating to his Unit which may be levied while such Co-owner owns the Unit. Payments to satisfy assessment installments in default shall be applied as follows: first, to the costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such assessment installments; and third, to the assessment installments in default in the order of their due dates.

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

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

Section 2.7 Enforcement.

(a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce the collection of delinquent assessments by a suit at law or by foreclosure on the statutory lien that secures payment of assessments. In the event any Co-owner defaults in the

payment of any annual assessment installment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association until the default is cured; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit or the dwelling or other improvements constructed thereon. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Section 18.4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

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

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

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

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

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

Section 2.10 Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 2.11 Personal Property Tax Assessment of Association Property. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

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

Section 2.13 Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement from the Association identifying the amount of any unpaid Association regular or special assessments relating to such Unit. Upon written request to the Association, which may be via email, accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement identifying any existing unpaid assessments or a written statement that none exist, which statement shall be binding upon the Association for the period stated

therein. Upon the payment of the sum identified in the statement within the period identified in the statement, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, if a purchaser fails to request such statement at least ten (10) days prior to the closing of the purchase of such Unit, any unpaid assessments and the lien securing them shall be fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the sale proceeds thereof which has priority over all claims except tax liens in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record, except that past due assessments which are evidenced by a notice of lien, recorded pursuant to Section 2.7 have priority over a first mortgage recorded subsequent to the recording of the notice of the lien.

ARTICLE III ARBITRATION AND JUDICIAL ACTIONS AND CLAIMS

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

Section 3.1 ***Board of Directors' Recommendation to Co-owners.*** The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

Section 3.2. Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-owners and Developer of the date, time and place of the litigation evaluation meeting shall be sent to all Co-owners not less than twenty (20) days before the date of the meeting and shall include the following information:

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

(1) it is in the best interests of the Association to file a lawsuit;

(2) that at least one (1) member of the Board of Directors has personally made a good faith effort to negotiate a settlement with the defendant(s) on behalf of the Association, without success;

(3) litigation is the only prudent, feasible and reasonable alternative; and

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

(b) A written summary of the relevant experience of the attorney ("litigation attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action, including the following information:

(1) the number of years the litigation attorney has practiced law; and

(2) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

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

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

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

(f) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by Section 3.6 of this Article III.

Section 3.3 Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with the written notice of the litigation evaluation meeting.

Section 3.4 Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-owners in the text of the Association's written notice to the Co-owners of the litigation evaluation meeting.

Section 3.5 Co-Owner Vote Required. At the litigation evaluation meeting the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of two-thirds (2/3rds) in number and in value of the Co-owners. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

Section 3.6 Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to this Article III shall be paid by special assessment of the Co-owners ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all Co-owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twelve (12) months.

Section 3.7 Attorney's Written Report. During the course of any civil action authorized by the Co-owners pursuant to this Article III, the retained attorney shall submit a written report ("attorney's written report") to the Board of Directors every thirty (30) days setting forth:

- (a) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period").
- (b) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.
- (c) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.
- (d) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.
- (e) Whether the originally estimated total cost of the civil action remains accurate.

Section 3.8 Monthly Board Meetings. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

- (a) the status of the litigation;
- (b) the status of settlement efforts, if any; and
- (c) the attorney's written report.

Section 3.9 Changes in the Litigation Special Assessment. If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total

cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the Co-owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

Section 3.10 Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

ARTICLE IV INSURANCE

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

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

(b) ***Insurance of Common Elements.*** If applicable and appropriate, General Common Element structures and above-ground improvements located within the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, if any, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives, utilizing commonly employed methods for the reasonable determination of replacement costs.

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

(d) ***Proceeds of Insurance Policies.*** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees, as their interest may appear, provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be retained by the Association and applied for such repair or reconstruction.

Section 4.2 Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage,

vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project and the Common Elements appurtenant thereto. Without limiting the foregoing, the Association shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect insurance proceeds and to distribute the same to the Association, the Co-owners and their respective mortgagees, as their interests may appear (subject always to the Condominium Documents), and/or to utilize said proceeds for required repairs or reconstruction, to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to accomplish the foregoing purposes.

Section 4.3 **Co-owner Responsibilities.** Each Co-owner shall be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the dwelling and all other improvements constructed or to be constructed within the perimeter of his Unit, any Limited Common Elements appurtenant thereto and for his personal property located therein or thereon or elsewhere in the Condominium Project. The Association shall have no responsibility whatsoever to insure any such improvements or personal property. In addition, each Co-owner shall obtain insurance coverage for personal liability for occurrences within the perimeter of his Unit and any appurtenant Limited Common Elements and also for any other personal insurance coverage that the Co-owner wishes to carry.

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

Section 4.5 **Indemnification.** Each individual Co-owner shall indemnify and hold harmless every other Co-owner, Developer and the Association for all damages and costs, including attorney's fees, which the other Co-owners, Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within an individual Co-owner's Unit or appurtenant Limited Common Elements. Each Co-owner shall carry insurance to secure the indemnity obligations under this Section 4.5. This Section 4.5 is not intended to give any insurer any subrogation right or any other right or claim against any individual Co-owner.

ARTICLE V RECONSTRUCTION OR REPAIR

Section 5.1 **Co-owner Responsibility for Repair.** Each Co-owner shall be responsible for all reconstruction, repair and maintenance of the dwelling and all other improvements, fixtures and personal property within his Unit, and all Limited Common Elements appurtenant to the Unit. If any damage to the dwelling or other improvements constructed within a Co-owner's Unit adversely affects the appearance of the Project, the Co-owner shall proceed to remove, repair or replace the damaged property without delay.

Section 5.2 **Association Responsibility for Repair.** The Association shall be responsible for the reconstruction, repair and maintenance of the General Common Elements. Immediately following a casualty to property which the Association is responsible for maintaining and repairing, the Association shall obtain reliable and detailed cost estimates to repair or replace the damaged property to a condition comparable to that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, there are insufficient funds for the payment of the reconstruction or repair, the Association shall make an assessment against all Co-owners for an amount, which when combined with available insurance proceeds, shall be sufficient to fully pay for the cost of repair or reconstruction of the damaged property. Any such assessment made by the Board of Directors of the Association shall be governed

by Section 2.3(a) of these Bylaws. Nothing contained in this Section 5.2 is intended to require Developer or the Association to replace mature trees and vegetation with equivalent trees or vegetation.

Section 5.3 **Reconstruction and Repair.** If any damage to Common Elements or improvements within a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed to replace the damaged property without delay, and shall use its best efforts to complete such replacement within two (2) months from the date upon which the property damage occurred.

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

(a) **Taking of a Unit or Related Improvements.** In the event all or a portion of a Unit or any improvements thereon, are taken by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interest may appear. If the entire Unit is taken by eminent domain, on the acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project.

(b) **Taking of Common Elements.** If there is a taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective undivided interest in the General Common Elements unless pursuant to the affirmative vote of Co-owners representing greater than fifty (50%) percent in percentage of value of the total votes of all Co-owners qualified to vote, at a meeting duly called for such purpose, the Association is directed to rebuild, repair or replace the portion so taken or to take such other action as authorized by a vote of the Co-owners who hold a majority in percentage of value. If the Association is directed by the requisite number of Co-owners to rebuild, repair or replace all or any portion of the Common Elements taken, the Association shall be entitled to retain the portion of the condemnation proceeds necessary to accomplish the reconstruction, repair or replacement of the applicable General Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any condemnation award for Common Elements and any negotiated settlement approved by the Co-owners representing sixty-six and two-thirds (66-2/3%) percent or more of the total percentages of value of all Co-owners qualified to vote shall be binding on all Co-owners.

(c) **Continuation of Condominium After Taking.** In the event the Condominium Project continues after a taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit 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 Condominium being one hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of obtaining the signature or specific approval of any Co-owner, mortgagee or other person.

(d) **Notification of Mortgagees.** In the event all or any portion of a Unit in the Condominium, or all or any portion of the Common Elements is made the subject matter of any condemnation of eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall notify each institutional holder of a first mortgage lien on any of the Units in the Condominium that is registered in the Association's book of "Mortgagees of Units" pursuant to Section 7.1 of these Bylaws.

Section 5.5 **Notification of FHLMC.** In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association shall give FHLMC written notice, at such address as it may from time to time direct, of any loss to or taking of the Common Elements of the Condominium, if the loss or taking exceeds ten thousand (\$10,000) Dollars in amount or if the damage or taking relates to a Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds one thousand (\$1,000) Dollars.

Section 5.6 **Priority of Mortgage Interests.** Nothing contained in the Condominium Documents shall be construed to give a Co-owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages with respect to any distribution to Co-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 Condominium shall be held, used and enjoyed subject to the following limitations and restrictions and the Dedication of Building and Use Restrictions recorded in Liber 2323, Page 481, Genesee County Register of Deeds ("Declaration and Use Restrictions") and the PUD Agreement:

Section 6.1 **Residential Use.** No Unit in the Condominium shall be used for other than single-family residential purposes, as defined by the Marion Township Zoning Ordinance. No building shall be constructed or placed within a Unit except one single-family private dwelling, model or spec home with an attached garage containing not less than two (2) nor more than four (4) parking spaces for the sole use of the Co-owner or occupants of the dwelling. No other accessory building or structure may be erected in any manner or location within a Unit without the prior written consent of Developer.

Section 6.2 **Dwelling Quality.** In order to insure that all dwellings in the Condominium Project shall be of quality design, workmanship and materials approved by Developer, all dwellings shall be constructed in accordance with the Declaration and Use Restrictions, all applicable governmental building codes, zoning and other ordinances and/or regulations and in accordance with such further standards as may be required by these Bylaws or Developer, its successors and/or assigns.

Section 6.3 **Driveways and Sidewalks.** Driveways within a Unit shall have a base of compacted sand, gravel, crushed stone or other approved base material and shall have a concrete or brick paver wearing surface. Asphalt driveways are prohibited. Concrete sidewalks shall be installed per Township standards in the right of way immediately adjacent to each Unit at the completion of home construction. The Developer shall install sidewalks in General Common Element areas not adjacent to Units and any uncompleted segments prior to turnover of the Association to the Co-owners.

Section 6.4 **Building Materials.** Exterior building materials on dwellings and attached garages shall be constructed of brick, brick veneer, cultured or natural stone, wood, fiber-cement board, good quality vinyl siding or such other materials which are approved by the Developer, during the Construction and Sales Period, and thereafter by the Association.

Section 6.5 **Home Occupations, Nuisances and Livestock.** No home occupation, profession or commercial activity that requires members of the public to visit a Co-owner's Unit or requires commercial vehicles to travel to and from a Co-owner's Unit shall be conducted in any dwelling located in the Condominium Project, with the exception of model homes owned by, and the sales activities of, Developer or builders, developers and real estate companies who own or hold any Units for resale to customers in the ordinary course of business. No noxious or offensive activity shall be carried on in or upon any Unit or

Common Element nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, other than normal construction activity. No chickens or other fowl or livestock shall be kept or harbored on any Unit. No animals or birds shall be maintained on any Unit, except customary house pets for domestic purposes only. All animal life maintained on any Unit shall have such provisions and care so as not to become offensive to neighbors or to the community on account of noise, odor, unsightliness and no household pets shall be bred, kept or maintained for any commercial purposes whatsoever. An animal shall at all times be leashed and accompanied by a responsible person. Persistent or prolonged (five or more minutes) dog barking or other animal noises are strictly prohibited. No burning of refuse shall be permitted outside the dwelling. No occupied or unoccupied Unit shall be used or maintained as a dumping ground for rubbish or trash.

Section 6.6 **Damaged Dwellings and Reconstruction**. All permanent dwellings shall be completed within nine (9) months from the commencement of construction. Any building damaged or destroyed by any cause, for which repair or reconstruction has not commenced within six (6) months from the date of damage or destruction, shall be removed so that there are no ruins or debris remaining within six (6) months from the date of damage or destruction. Any building which is not completed within one (1) year from commencement of construction or any damage or destruction not promptly remedied shall be deemed a nuisance and may be abated by Developer or the Association as provided by law. Any and all property within any public or private road or right-of-way which is disturbed by reason of any work performed by a Co-owner, or said Co-owner's agents, servants, employees or independent contractors, in connection with said Co-owner's Unit shall be restored by said Co-owner, at his sole expense, to its condition immediately prior to the commencement of such work. Said restoration shall be performed immediately following the completion of said work or, if such work is not completed, within a reasonable time following the date the work stopped. Notwithstanding anything to the contrary, if the exterior of an existing Unit is damaged for any reason so that the residence is sixty (60%) percent or more structurally damaged, the damaged residence shall be removed.

Section 6.7 **Soil Erosion Control**. Co-owners shall be responsible to ensure that all construction activities on their Unit, whether performed by themselves or their contractors, meet the requirements of the Michigan Soil Erosion and Sedimentation Control Act, as amended, and all other applicable statutes, ordinances, rules and regulations of all governmental units having jurisdiction over such activities. Following Developer's completion and landscaping of the Common Elements, the Association shall be responsible for any ongoing soil erosion protection measures which may be required by Livingston County or by the Michigan Department of Environmental Quality.

Section 6.8 **Underground Wiring**. No permanent lines or wires for communication or other transmission of electrical or power shall be constructed, placed or permitted to be placed anywhere above ground within a Unit other than within buildings or structures.

Section 6.9 **Licensed Contractors**. No building shall be erected on any Unit except by a contractor licensed by the State of Michigan for such purpose.

Section 6.10 **Vehicular Parking and Storage**. No trailer, mobile home, bus, boat trailer, boat, camping vehicle, motorcycle, recreational vehicle, commercial pickup truck, or any commercial or inoperative vehicle of any description shall at any time be parked, stored or maintained on any Unit, unless stored fully enclosed within an attached garage or similar structure; provided, however, that builders' trucks and equipment may be parked and used on any Unit during construction operations. No commercial vehicle lawfully upon any Unit for business shall remain on such Unit except in the ordinary course of business and in conformity with all applicable laws and/or ordinances.

Section 6.11 **Garbage and Refuse**. Trash, garbage or other waste shall be kept only in closed,

sanitary containers. No outside storage for refuse or garbage shall be maintained unless it is properly concealed, not visible from the street and not objectionable to neighboring Co-owners. The burning or incineration of rubbish, trash, construction materials or other waste outside of any residential dwelling is strictly prohibited. Trash containers shall only be placed at the curb for collection no earlier than the evening before collection day and shall be removed as soon as possible after collection occurs. If the Township, by ordinance, has a mandatory rubbish removal and waste recycling program, each Co-owner shall participate in such program and shall be billed separately by the Township for such services. If the Township does not have a mandatory rubbish removal and recycling program, the Association shall have the authority to specify a single provider for rubbish removal and waste recycling, with the cost to be borne by individual Co-owners, in order that trash collection be limited to a single day per week.

Builders, throughout the course of construction, shall maintain the jobsite in a clean and orderly manner. All construction trash and debris shall be promptly deposited in a dumpster or confined encatchment area that shall be emptied on a regular basis. The road surface in the vicinity of the job site shall be kept clean of mud, trash and debris at all times.

Section 6.12 Fences and Obstructions. No fences, walls or similar structures shall be erected on any Unit except for fences around swimming pools. Fences erected for swimming pools shall be of aluminum picket construction, black, bronze or dark green in color, not exceed 5 feet in height, and shall not be located on the property lines but instead shall enclose the pool area and a reasonable deck or lawn area adjacent. All fences to be erected around pools shall be approved by Developer prior to installation.

Section 6.13 Landscaping and Grass Cutting. Upon completion of a residential dwelling on any Unit, the Co-owner shall cause such Unit to be finish graded, sodded or hydro seeded, the Co-owner shall install any street trees required by the Township and the Unit shall be suitably landscaped as soon after such completion as weather permits, and in any event within ninety (90) days from the date of completion. (excluding the period from November 1st through March 30th). Grass on any Unit shall not exceeds four (4") inches in height. If the Co-owner fails to mow grass within ten (10) days after being notified in writing, Developer or the Association may perform such work and the cost of such work shall become a lien upon the Unit(s) involved until paid. Units owned by Developer shall be exempt from the foregoing restrictions contained in this Section 6.13.

Section 6.14 Motorized Vehicles; Firearms. No snowmobiles or other motorized recreational vehicles shall be operated in any Common Elements within the Project. No firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices shall be used anywhere on or about the Condominium Project.

Section 6.15 Swimming Pools, and Other Structures. No swimming pools, outdoor whirlpools, hot tubs, wood decks or other recreational structures shall be constructed on any Unit without the prior written approval of Developer, during the Construction and Sales Period, and the Association thereafter. NO ABOVE-GROUND SWIMMING POOLS IN EXCESS OF SIX INCHES ABOVE GRADE SHALL BE ALLOWED ON ANY UNIT. Any swimming pool or other recreational structure which has been approved in writing by Developer, during the Construction and Sales Period, and the Association, thereafter, shall be constructed in accordance with all applicable local ordinances and state laws.

Recreational structures, including swimming pools, whirlpools, hot tubs and the like, if permitted in writing by Developer, during the Construction and Sales Period, and the Association, thereafter, shall be screened from any street lying within the Project by evergreen hedge or other visual barrier as approved in writing by Developer, during the Construction and Sales Period, and the Association thereafter and in

compliance with the Declaration and Use Restrictions, all laws and governmental regulations and ordinances pertaining thereto.

All decks must be located in the rear yard of a Unit and must otherwise comply with all applicable setback requirements imposed by the Township and these Bylaws. Decks shall only be constructed out of materials approved by the Developer, during the Construction and Sales Period, and thereafter by the Association. Air conditioning compressor units must be screened from all streets by evergreen hedge or other visual barrier as approved in writing by the Developer, during the Construction and Sales Period, and thereafter by the Association.

Section 6.16 Signs; Mailboxes. No signs of any kind shall be placed upon any Unit or on any building or structure located on a Unit, or any portion thereof, with the exception of a single for sale sign of standard size. No commercial signs of any type or nature shall be permitted. Each Co-owner is responsible for the installation, maintenance, repair and replacement of the mailbox appurtenant to his or her Unit. The Developer during the Construction and Sales Period and the Association thereafter shall have the right to specify reasonable standards and specifications for mailboxes.

Section 6.17 Playscapes, and Other Playground Equipment. Playscapes or other similar playground equipment shall be primarily made of wood, not metal, and placed in a rear yard location on the Unit that is unobtrusive, and not readily visible from the street.

Section 6.18 Sheds and Accessory Buildings. No accessory building of any type including, but not limited to, animal shelters, pens, corrals, dog runs, kennels, sheds, detached garages or out buildings of any type shall be allowed.

Section 6.19 Basketball Hoops. If installed on ground mounted posts, basketball hoops shall be located at least thirty (30) feet from the curb of the road adjacent to a Unit with the post located at least three (3) feet from the side boundary line of the Unit. Portable basketball hoops shall be located at least 25 feet from the curb. Backboards shall be as unobtrusive as possible.

Section 6.20 Objectionable Sights. Stockpiling and storage of building and landscape materials and/or equipment shall not be permitted on any Unit, except for materials and/or equipment which are used within a reasonable length of time. In no event shall landscape materials be stored for a period of more than thirty (30) days. Stockpiling and storage of firewood for use in a dwelling shall be permitted only in that area of a Unit to the rear of and adjacent to the dwelling, or in another location within the Unit where it is completely screened from view from any area outside of the Unit. No laundry drying equipment shall be erected or used outdoors and no laundry shall be hung for drying outside of a dwelling. No television or radio antennae or satellite dishes exceeding twenty-four (24") inches in diameter shall be constructed or erected upon the exterior of any dwelling on any Unit, without the prior written approval of Developer.

Section 6.21 Maintenance. The Co-owner of each Unit shall keep all buildings and grounds within the Unit in good condition and repair. The Co-owner of each Unit shall be responsible for keeping all driveways within his Unit clean and free of debris and shall be solely responsible for snow removal with respect to such driveways. Each Co-owner shall also use due care to avoid damaging any of the Common Elements, including but not limited to, utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for the repair, restoration of any damage to any Common Elements or damage to any other Co-owner's Unit or improvements thereon, resulting from the negligent acts or omissions of a Co-owner, his family, guests, agents or invitees, except to the extent the Association obtains insurance proceeds for such repair or restoration; provided, however, that if the insurance proceeds obtained by the Association are not sufficient to pay for the costs of

repair or restoration, the Association may assess the Co-owner for the excess amount necessary to pay for the repair and restoration. Except as may otherwise be provided in the Master Deed or these Bylaws, or in any maintenance agreement made between Developer and any municipal or governmental authority, the Co-owner of each Unit shall maintain the service area of all easements within his Unit, keep grass and weeds cut, keep the area free of trash and debris and take such actions as may be necessary to eliminate or minimize surface erosion. The Co-owner of each Unit shall be liable for any damage to any improvements which are located in, on, over and/or under the subject easement, including, but not limited to, damage to the Storm Water Drainage Facilities, electric, gas, telephone and other utility and communication distribution lines and facilities, which damage arises as a consequence of any act or omission of the Co-owner, his agents, contractors, invitees and/or licensees. No structure, landscaping or other materials shall be placed or permitted to remain within any of the easements within a Co-owner's Unit which may damage or interfere with the installation or maintenance of the aforesaid Storm Water Drainage Facilities and other utilities or which may change, obstruct or retard the flow or direction of water in, on or through any drainage channels, if any, in such easements, nor shall any change be made by any Co-owner in the finished grade of any Unit once established by the builder of any residential dwelling thereon, without the prior written consent of Developer.

Section 6.22 Structures in Common Elements and Easements. No structures of any kind may be installed within any Common Elements or within any easements within the Project without the prior written approval of Developer during the Construction and Sales Period and by the Association thereafter.

Section 6.23 Architectural Control. It is understood and agreed that the purpose of architectural controls is to promote an attractive, harmonious residential development having continuing appeal. Accordingly, unless and until construction plans and specification are submitted to, and approved in writing by Developer, (i) no dwelling, building or other structure shall be commenced, erected or maintained, and (ii) no addition, change or alteration to any dwelling or other structure shall be made, except for interior alterations.

All plans, specifications and other related materials shall be submitted to the office of Developer, or with any agent specified by Developer, for approval or disapproval, prior to submission to Township officials for a building permit. Developer shall have the sole authority to review, approve or disapprove all or any part of the plans or specifications. Developer shall have the right to refuse to approve all or any part of any plans or specifications which are not suitable or desirable, in the sole discretion of Developer, for aesthetic or other reasons.

Neither Developer nor any person(s) or entity(ies) to which it delegates any of its rights, duties or obligations hereunder, including, without limitation, the Association, shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans and/or specifications. Developer hereby reserves the right to enter into agreements with the Co-owners of any Unit(s) (without the consent of Co-owners of other Units or adjoining or adjacent property) to deviate from any or all of the restrictions set forth in this Article VI, provided that said Co-owner demonstrates that the application of the particular restriction(s) in question would create practical difficulties or hardships for said Co-owner. Any such deviation shall be evidenced by a written agreement and no such deviation or agreement shall constitute a waiver of any such restriction as to any other Unit or Co-owner. During the Construction and Sales Period, only Developer shall have the right to exercise the architectural controls described in this Section 6.22. At the expiration of the Construction and Sales Period, the rights exercisable by Developer shall be exercised by the Board of Directors of the Association.

Section 6.24 Leasing and Rental.

(a) Right to Lease. A Co-owner may lease the dwelling constructed within the perimeters of his Unit for the purposes set forth in Section 6.1; provided that written disclosure of such

lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a first mortgage lender in possession of a Unit as a result of foreclosure or a conveyance or assignment in lieu of foreclosure, no Co-owner shall lease less than the entire dwelling on his Unit in the Condominium and no tenant shall be permitted to occupy a dwelling except under a lease having an initial term of at least six (6) months, unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. Developer may lease any number of Units in the Condominium in its discretion without being required to obtain the approval of the Association.

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

(1) A Co-owner desiring to rent or lease a Unit, shall provide the Association (or if prior to the Transitional Control Date, the Developer) at least ten (10) days prior to presenting a lease form to a potential lessee, with a written notice of the Co-owner's intent to lease his Unit, together with a copy of the exact lease form that the Co-owner intends to use, for the review and approval of the Association. The Association shall be entitled to request that changes be made to the lease form that are necessary to insure that the lease will comply with the Condominium Documents.

(2) Tenants or non-owner occupants shall comply with all of the provisions of the Condominium Documents and all leases and rental agreements shall incorporate this requirement.

(3) If the Association determines that the tenant or non-owner occupant has failed to comply with the provisions of the Condominium Documents, the Association may take the following actions:

(i) The Association shall notify the Co-owner by certified mail of the alleged violation by the tenant or occupant.

(ii) The Co-owner shall have fifteen (15) days from his receipt of such notice to investigate and correct the alleged breach by the tenant or occupant or advise the Association that a violation has not occurred.

(iii) If, at the expiration of the above-referenced fifteen (15) day period, the Association believes that the alleged breach is not cured or may be repeated, the Association may institute on behalf of the Association a summary proceeding eviction action against the tenant or non-owner occupant. The Association may simultaneously, bring an action for damages against the Co-owner and tenant or non-owner occupant for breach of the Condominium Documents. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct

from the rental payments due to the Co-owner the amount of the arrearage and all future assessments as they fall due and shall pay such amounts directly to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. The form of lease used by Co-owner shall explicitly contain the foregoing provisions.

Section 6.25 Rules and Regulations. It is intended that the Board of Directors of the Association may adopt rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be adopted and amended from time to time by any Board of Directors prior to the Transitional Control Date, subject to Developer's approval. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners. Any such regulation or amendment may be revoked at any time by the affirmative vote of greater than fifty (50%) percent of the Co-owners in value, except that the Co-owners may not revoke any regulation or amendment prior to the First Annual Meeting of the entire Association.

Section 6.26 Reserved Rights of Developer.

(a) **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 or billboards, if any, of Developer or Builder during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in the Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary contained elsewhere in these Bylaws, Developer and Builder shall have the right, during the Construction and Sales Period, to maintain a sales office, a business office, a construction office, model units, storage areas, sales trailers, construction trailers and parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable the development and sale of the entire Project. Developer or Builder shall restore the areas utilized by Developer or Builder to habitable status upon its termination of use.

(b) **Enforcement of Bylaws.** The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape the Condominium Project in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, may elect to maintain, repair and/or replace any Common Elements and/or to perform any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period. Developer's enforcement rights under this Section 6.22 may include, without limitation, an action to restrain the Association or any Co-owner from performing any activity prohibited by these Bylaws.

ARTICLE VII MORTGAGES

Section 7.1 Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

Section 7.2 **Insurance.** The Association shall notify each mortgagee appearing in the book referenced in Section 7.1 of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 7.3 **Notification of Meetings.** Upon request submitted to the Association, any institutional holder of a first mortgage lien on a Unit shall be entitled to receive written notification of every meeting of the Members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII VOTING

Section 8.1 **Vote.** Except as otherwise specifically provided in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned. With respect to those Sections of these Bylaws which require votes to be cast on a percentage of value basis, each Co-owner's Unit shall be assigned the number votes proportionate to the percentage of value pertaining to such Co-owner's Unit.

Section 8.2 **Eligibility to Vote.** No Co-owner, other than Developer, shall be entitled to vote at any meeting of the Association until he has presented to the Association evidence that the Co-owner owns a Unit. Except as provided in Section 11.2 of these Bylaws, no Co-owner, other than Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 11.2. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 8.3 below or by a proxy given by such individual representative. 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 Developer may own no Units at some time or from time to time during such period. At the First Annual Meeting, and thereafter, Developer shall be entitled to vote for each Unit which it owns. Notwithstanding anything in these Bylaws to the contrary, a Co-owner of an Exempt Unit shall not be entitled to vote on any proposed special assessment, unless such Co-owner agrees to participate in the payment of such special assessment, if approved, in which case, the participating Co-owner shall be responsible for its Unit's proportionate share of such assessment, which shall be equal to that of the other non-exempt Units. By voting on the establishment of the special assessment, such Co-owner shall be deemed to have agreed to participate in the payment of such special assessment.

Section 8.3 **Designation of Voting Representative.** Each Co-owner shall file with the Association a written notice designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of the Co-owner. If a Co-owner designates himself as the individual representative, he need not file any written notice with the Association. The failure of any Co-owner to file any written notice with the Association shall create a presumption that the Co-owner has designated himself as the voting representative. The notice shall state the name and address of the individual representative designated, the address of the Unit or Units owned by the Co-owner and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. The notice shall be signed and dated by the Co-owner. An individual representative may be changed by the Co-owner at any time by filing a new notice in accordance with this Section 8.3. In the event a Unit is owned by multiple Co-owners who fail to designate an individual voting representative for such Co-owners, the Co-owner whose name first appears on record title shall be deemed to be the individual representative authorized to vote on behalf of all the multiple Co-owners of the Unit(s) and any vote cast in person or by proxy by said individual representative shall be binding upon all such multiple Co-owners.

Section 8.4 **Quorum.** The presence in person or by proxy of Co-owners representing twenty five (25%) percent of the total number of votes of all Co-owners qualified to vote (based on one vote per Unit for quorum purposes) shall constitute a quorum for holding a meeting of the Members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 8.5 **Voting.** Votes may be cast in person or by proxy by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the Members of the Association. Cumulative voting shall not be permitted.

Section 8.6 **Majority.** When an action is to be authorized by vote of the Co-owners of the Association, the action must be authorized by a majority of the votes cast at a meeting duly called for such purpose, unless a greater percentage vote is required by the Master Deed, these Bylaws or the Act.

ARTICLE IX MEETINGS

Section 9.1 **Place of Meeting.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with generally recognized rules of parliamentary procedure, which are not in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 9.2 **First Annual Meeting.** The First Annual Meeting of members of the Association may be convened by Developer in its discretion at any time prior to the date the First Annual Meeting is required to be convened pursuant to this Section 9.2. The First Annual Meeting must be held (i) within one hundred twenty (120) days following the conveyance of legal or equitable title to non-Developer Co-owners of seventy-five (75%) percent of all Units that may be created; or (ii) 54 months from the first conveyance to a non-Developer Co-owner of legal or equitable title to a Unit, whichever is the earlier to occur. Developer may call meetings of Members for informative or other appropriate purposes prior to the First Annual Meeting of Members and no such meeting shall be construed as the First Annual Meeting of Members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each Co-owner's individual representative. The phrase "Units that may be created" as used in this Section 9.2 and elsewhere in the Condominium Documents refers to the maximum number of Units which Developer is permitted to include in the Condominium Project under the Condominium Documents, as they may be amended.

Section 9.3 **Annual Meetings.** Annual meetings of Association Members shall be held not later than May 30 of each succeeding year following the year in which the First Annual Meeting is held, at a time and place determined by the Board of Directors. At each annual meeting, the Co-owners shall elect members of the Board of Directors in accordance with Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other Association business as may properly come before them.

Section 9.4 **Special Meeting.** The President shall call a special meeting of Members as directed by resolution of the Board of Directors or upon presentation to the Association's Secretary of a petition signed by Co-owners representing at least one third (1/3) of the votes of all Co-owners qualified to vote (based upon

one vote per Unit). 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 9.5 *Notice of Meetings.* The Secretary (or other Association officer in the Secretary's absence) shall provide each Co-owner of record, or, if applicable, a Co-owner's individual representative, with notice of each annual or special meeting, stating the purpose thereof and the time and place where it is to be held. A notice of an annual or special meeting shall be served at least ten (10) days but not more than sixty (60) days prior to each meeting. The mailing, postage prepaid, of a notice to the individual representative of each Co-owner at the address shown in the notice filed with the Association under Section 8.3 of these Bylaws shall be deemed properly served. Any Co-owner or individual representative may waive such notice, by filing with the Association a written waiver of notice signed by such Co-owner or individual representative.

Section 9.6 *Adjournment.* If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. When a meeting is adjourned to another time or place, it is not necessary to give notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken and only such business is transacted at the adjourned meeting as might have been transacted at the original meeting. However, if after the adjournment, the Board of Directors fixes a new record date for the adjourned meeting, a notice of adjourned meeting shall be given to each Co-owner or Co-owner's individual representative.

If a meeting is adjourned in accordance with the provisions of this Section 9.6 due to the lack of a quorum, the required quorum at the subsequent meeting shall be two thirds (2/3) of the required quorum for the meeting that was adjourned, provided that the Board of Directors provides each Co-owner (or Co-owner's individual representative) with notice of the adjourned meeting in accordance with Section 9.5 above and provided further the subsequent meeting is held within sixty (60) days from the date of the adjourned meeting.

Section 9.7 *Action Without Meeting.* Any action required or permitted to be taken at any meeting of Members may be taken without a meeting, without prior notice and without a vote, if a written consent, setting forth the actions so taken, is signed by the Co-owners (or their individual representatives) having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all Co-owners entitled to vote thereon were present and voted. Prompt notice of any action that is taken without a meeting by less than unanimous written consent shall be given to the Co-owners who have not consented in writing.

ARTICLE X ADVISORY COMMITTEE

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

**ARTICLE XI
BOARD OF DIRECTORS**

Section 11.1 **Number and Qualification of Directors.** The Board of Directors shall be comprised of three (3) Directors. At such time as the non-Developer Co-owners are entitled to elect two (2) members of the Board of Directors in accordance with Section 11.2 below, the Board of Directors shall automatically be increased from three (3) to five (5) persons. At such time as the Board of Directors is increased in size to five (5) persons, all Directors must be Co-owners, or officers, partners, trustees or employees of Co-owners that are entities.

Section 11.2 **Election of Directors.**

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

(b) **Appointment of Non-developer Co-owners to Board prior to First Annual Meeting.** Not later than one hundred twenty (120) days following the conveyance to non-Developer Co-owners of legal or equitable title to twenty-five (25%) percent of the Units that may be created, one (1) member of the Board of Directors shall be elected by non-Developer Co-owners. The remaining members of the Board of Directors shall be selected by Developer. When the required percentage level of conveyance has been reached, Developer shall notify the non-Developer Co-owners and request that they hold a meeting to elect the required Director. Upon certification by the Co-owners to Developer of the Director elected, Developer shall immediately appoint such Director to the Board, to serve until the First Annual Meeting of Co-owners, unless he is removed pursuant to Section 11.7 or he resigns or becomes incapacitated.

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

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

(ii) Regardless of the percentage of Units which have been conveyed, upon the elapse of fifty-four (54) months after the first conveyance to a non-Developer Co-owner of legal or equitable title to a Unit on the Project, and if title to not less than seventy-five (75%) percent of the Units that may be created has not been conveyed, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by Developer and for which assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Section 11.2(b) or

11.2(c)(i) above. Application of this subsection does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (ii) above, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula, Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of Developer to designate one director as provided in subsection (i) above.

(iv) At such time as the non-Developer Co-owners are entitled to elect all of the Directors, three (3) Directors shall be elected for a term of two (2) years and two (2) Directors shall be elected for a term of one 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 (2) years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either two (2) or three (3) Directors shall be elected depending upon the number of Directors whose terms expire, and the term of office of each Director shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 11.3 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 which are not prohibited by the Condominium Documents or specifically required to be exercised and performed by the Co-owners.

Section 11.4 Specific Powers and Duties. In addition to the duties imposed by these Bylaws or any further duties which may be imposed by resolution of the Co-owners of the Association, the Board of Directors shall have the following powers and duties:

- (a) To manage and administer the affairs of and maintain the Condominium Project and the Common Elements.
- (b) To collect assessments from the Co-owners and to expend the proceeds for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof.
- (d) To reconstruct or repair improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.
- (f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and

easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by the affirmative vote of the Co-owners (or their individual representatives) representing seventy-five (75%) percent of the total percentages of value of all Co-owners qualified to vote.

(h) To establish rules and regulations in accordance with these Bylaws.

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

(j) To enforce the provisions of the Condominium Documents.

Section 11.5 Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include Developer or any person or entity related thereto) at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 11.3 and 11.4, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be exclusively performed by or have the approval of the Board of Directors or the Members of the Association.

Section 11.6 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 Co-owners of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among Directors elected by non-Developer Co-owners which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner as specified in Section 11.2(b).

Section 11.7 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 elected by the non-Developer Co-owners may be removed with or without cause by the affirmative vote of the Co-owners (or their individual representatives) who represent greater than fifty (50%) percent of the total votes of all Co-owners qualified to vote, and a successor may then and there be elected to fill any vacancy thus created. Any Director whose removal has been proposed by a Co-owner shall be given an opportunity to be heard at the meeting. Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may also be removed by such Co-owners before the First Annual Meeting in the manner described in this Section 11.7.

Section 11.8 First Meeting. The first meeting of the elected Board of Directors shall be held within ten (10) days of election at a time and place fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary in order to legally convene such meeting, provided a majority of the Board shall be present.

Section 11.9 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 of the Association. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least ten (10) days prior to the date named for such meeting.

Section 11.10 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 on the written request of two (2) or more Directors.

Section 11.11 Quorum and Required Vote of Board of Directors. At all meetings of the Board of Directors, a majority of the members of the Board of Directors then in office shall constitute a quorum. The vote of the majority of Directors at a meeting at which a quorum is present constitutes the action of the Board of Directors, unless a greater plurality is required by the Michigan Non-profit Corporation Act, the Articles of Incorporation, the Master Deed or these Bylaws. If a quorum is not present at any meeting of the Board of Directors, the Directors present at such meeting may adjourn the meeting from time to time without notice other than an announcement at the meeting, until the quorum shall be present.

Section 11.12 Consent in Lieu of Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent in writing. The written consent shall be filed with the minutes of the proceedings of the Board of Directors. The consent has the same effect as a vote of the Board of Directors for all purposes.

Section 11.13 Participation in a Meeting by Telephone. A Director may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 11.13 constitutes presence at the meeting.

Section 11.14 Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 11.15 Compensation. The Board of Directors shall not receive any compensation for rendering services in their capacity as Directors, unless approved by the Co-owners (or their individual representatives) who represent sixty (60%) percent or more of the total votes of all Co-owners qualified to vote.

ARTICLE XII OFFICERS

Section 12.1 Selection of Officers. The Board of Directors, at a meeting called for such purpose, shall appoint a president, secretary and treasurer. The Board of Directors may also appoint one or more vice-presidents and such other officers, employees and agents as the Board shall deem necessary, which officers, employees and agents shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. Two (2) or more offices, except that of president and vice-president, may be held by one (1) person who may also be a Director. An officer shall be a Co-owner, or shareholder, officer, director, employee or partner of a Co-owner that is an entity.

Section 12.2 **Term, Removal and Vacancies.** Each officer of the Association shall hold office for the term for which he is appointed until his successor is elected or appointed, or until his resignation or removal. Any officer appointed by the Board of Directors may be removed by the Board of Directors with or without cause at any time. Any officer may resign by written notice to the Board of Directors. Any vacancy occurring in any office may be filled by the Board of Directors.

Section 12.3 **President.** The President shall be a Member of the Board of Directors and shall act as the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an Association, subject to Section 12.1.

Section 12.4 **Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 12.5 **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Co-owners of the Association. He shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

Section 12.6 **Treasurer.** The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may, from time to time, be designated by the Board of Directors.

ARTICLE XIII SEAL

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

ARTICLE XIV FINANCE

Section 14.1 **Records.** The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be determined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Upon request, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 14.2 Fiscal Year. The fiscal year of the Association shall be an annual period commencing on the date initially determined by the Directors. The Association's fiscal year may be changed by the Board of Directors in its discretion.

Section 14.3 Bank Accounts. The Association's funds shall initially be deposited in such bank or savings association as may be designated by the Directors. All checks, drafts and order of payment of money shall be signed in the name of the Association in such manner and by such person or persons as the Board of Directors shall from time to time designate for that purpose. The Association's funds may be invested from time to time in accounts or deposit certificates of such bank or savings association that are insured by the Federal Deposit Insurance Corporation of 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

Section 15.1 Third Party Actions. To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 15.5 below, indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including actual and reasonable attorney fees), judgments, fines and amounts reasonably paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption (a) that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association or its members, and, (b) with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

Section 15.2 Actions In The Right Of The Association. To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 15.5 below, indemnify any person who was or is a party defendant to or is threatened to be made a party defendant of any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including actual and reasonable attorney fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit and amounts reasonably paid in settlement if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 15.3 Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, employee or agent of the Association, or is or was serving at the request of the

Association as a Director, officer, employee or agent against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have power to indemnify him against such liability under Sections 15.1 and 15.2. In addition, the Association may purchase and maintain insurance for its own benefit to indemnify it against any liabilities it may have as a result of its obligations of indemnification made under Sections 15.1 and 15.2.

Section 15.4 Expenses Of Successful Defense. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 15.1 and 15.2, or in defense of any claim, issue, or matter therein, or to the extent such person incurs expenses (including actual and reasonable attorney fees) in successfully enforcing the provisions of this Article XV, he shall be indemnified against expenses (including reasonable attorney fees) actually and reasonably incurred by him in connection therewith.

Section 15.5 Determination that Indemnification is Proper. Any indemnification under Sections 15.1 and 15.2 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the person is proper under the circumstances, because he has met the applicable standard of conduct set forth in Section 15.1 or 15.2, whichever is applicable. Notwithstanding anything to the contrary contained in this Article XV, in no event shall any person be entitled to any indemnification under the provisions of this Article XV if he is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties. The determination to extend such indemnification shall be made in any one (1) of the following ways:

- (a) By a majority vote of a quorum of the Board of Directors consisting of Directors who were not parties to such action, suit or proceeding;
- (b) If such quorum described in (a) is not obtainable, then by a majority vote of a committee of Directors who are not parties to the action, suit or proceeding. The committee shall consist of not less than two (2) disinterested Directors; or
- (c) If such quorum described in (a) is not obtainable (or, even if obtainable, a quorum of disinterested Directors, so directs), by independent legal counsel in a written opinion.

If the Association determines that full indemnification is not proper under Sections 15.1 or 15.2, it may nonetheless determine to make whatever partial indemnification it deems proper. At least ten (10) days prior to the payment of any indemnification claim which is approved, the Board of Directors shall provide all Co-owners with written notice thereof.

Section 15.6 Expense Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding described in Section 15.1 and 15.2 may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as provided in Section 15.4 upon receipt of an undertaking by or on behalf of the person involved to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association. At least ten (10) days prior to advancing any expenses to any person under this Section 15.6, the Board of Directors shall provide all Co-owners with written notice thereof.

Section 15.7 Former Representatives, Officers, Employees or Agents. The indemnification provided in the this Article XV shall continue as to a person who has ceased to be a Director, officer, employee or agent of the Association and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 15.8 Changes in Michigan Law. In the event of any change of the Michigan statutory provisions applicable to the Association relating to the subject matter of this Article XV, the indemnification to which any person shall be entitled hereunder arising out of acts or omissions occurring after the effective date of such amendment shall be determined by such changed provisions. No amendment to or repeal of Michigan law with respect to indemnification shall restrict the Association's indemnification undertaking herein with respect to acts or omissions occurring prior to such amendment or repeal. The Board of Directors are authorized to amend this Article XV to conform to any such changed statutory provisions.

ARTICLE XVI AMENDMENTS

Section 16.1 By Developer. In addition to the rights of amendment provided to Developer in the various Articles of the Master Deed, Developer may, during the Construction and Sales Period and for a period of two (2) years following the expiration of the Construction and Sales Period, and without the consent of any Co-owner, mortgagee or any other person, amend these Bylaws provided such amendment or amendments do not materially alter the rights of Co-owners or mortgagees.

Section 16.2 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association upon the vote of the majority of the Directors or may be proposed by one-third (1/3) or more in number of the Co-owners by a written instrument identifying the proposed amendment and signed by the applicable Co-owners.

Section 16.3 Meeting. If any amendment to these Bylaws is proposed by the Board of Directors or the Co-owners, a meeting for consideration of the proposal shall be duly called in accordance with the provisions of these Bylaws.

Section 16.4 Voting. These Bylaws may be amended by the Co-owners at any regular meeting or a special meeting called for such purpose by an affirmative vote of sixty-six and two-thirds (66-2/3rds) percent or more of the total votes of all Co-owners qualified to vote, as determined on a percentage of value basis. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of sixty-six and two-thirds (66-2/3rds) percent of all mortgagees of Units shall be required. Each mortgagee shall have one vote for each mortgage held. Notwithstanding anything to the contrary contained in this Article XVI, during the Construction and Sales Period, these Bylaws shall not be amended in any way without the prior written consent of Developer.

Section 16.5 Effective Date of Amendment. Any amendment to these Bylaws shall become effective upon the recording of such amendment in the office of the Livingston County Register of Deeds.

Section 16.6 Binding Effect. A copy of each amendment to the Bylaws shall be furnished to every Member of the Association after its adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article XVI 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 16.7 Township Approval. Notwithstanding anything to the contrary contained in these Bylaws, no provision of the Condominium Documents that grants any right of approval or other right to the Township shall be amended or revoked with the consent of the Township.

ARTICLE XVII COMPLIANCE

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

ARTICLE XVIII REMEDIES FOR DEFAULT

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

Section 18.1 Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without limitation, an action to recover damages, injunctive relief, foreclosure of lien (if there is a default in the payment of an assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 18.2 Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding, including its actual attorneys' fees (not limited to statutory fees), but in no event shall any Co-owner be entitled to recover such attorneys' fees.

Section 18.3 Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure or condition existing or maintained in violation of the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its rights under this Section 18.3.

Section 18.4 Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for the assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the applicable Co-owner. No fine may be assessed unless rules and regulations establishing such fines have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Section 9.5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owner, and an opportunity for such Co-owner to appear before the Board no less than seven days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed Twenty-Five and 00/100 (\$25.00) Dollars for the second violation, Fifty and 00/100 (\$50.00) Dollars for the third violation or One Hundred and 00/100 (\$100.00) Dollars for any subsequent violation.

Section 18.5 Non-waiver of Rights. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 18.6 Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any of the terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more of such rights or remedies shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party under the Condominium Documents at law or in equity.

Section 18.7 Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

**ARTICLE XIX
RIGHTS RESERVED TO DEVELOPER**

Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use or proposed action or any other matter, may be assigned by Developer to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate written instrument in which the assignee or transferee evidences its consent to the acceptance of such powers and rights. Any rights and powers reserved or retained by Developer or its successors and assigns shall expire, at the conclusion of five (5) years following the expiration of the Construction and Sales Period, except as otherwise expressly provided in the Condominium Documents. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to Developer are intended to apply, insofar as Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, utility easements, access easements, and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder) and which shall be governed only in accordance with the terms of the instruments, documents or agreements that created or reserved such property rights.

**ARTICLE XX
SEVERABILITY**

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

**ARTICLE XXI
ARBITRATION**

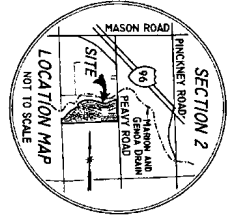
Section 21.1 Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such

arbitration), and upon written notice to the Association, shall be submitted to arbitration, and the parties shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time shall be applicable to any such arbitration.

Section 21.2 Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 21.1 above, any Co-owner or the Association may petition the courts to resolve any disputes, claims or grievances.

Section 21.3 Election of Remedies. The election and written consent by the disputing parties to submit any dispute, claim or grievance to arbitration shall preclude such parties from thereafter litigating such dispute, claim or grievance in the courts. Nothing contained in this Article XXI shall limit the rights of the Association or any Co-owner, as described in Section 144 of the Act.

Section 21.4 Co-owner Approval for Civil Actions Against Developer and First Board of Directors. Any civil action proposed by the Board of Directors on behalf of the Association to be initiated against Developer, its agents or assigns, and/or the First Board of Directors of the Association or other Developer - appointed Directors, for any reason, shall be subject to approval by a vote of two-thirds (2/3rds) of all Co-owners in accordance with Article III and notice of such proposed action must be given in writing to all Co-owners in accordance with Article VIII. Such vote may only be taken in a meeting of the Co-owners and no proxies or absentee ballots shall be permitted to be used, notwithstanding the provisions of Article VIII.



DEVELOPER
 BLUE SOUTH SUMMIDGE, LLC,
 A MICHIGAN LIMITED LIABILITY COMPANY
 32400 TELEGRAPH ROAD, SUITE 100
 BINGHAM FARMS, MICHIGAN 48025

MARION CREEK

EXHIBIT 'B' TO THE MASTER DEED OF
 A PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 2
 TOWN 2 NORTH, RANGE 4 EAST
 MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN
 LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 418

ATTENTION: COUNTY REGISTER OF DEEDS
 THE CONDOMINIUM PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE
 SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THE PROJECT,
 IT MUST BE PROPERLY SHOWN IN THE TITLE OF THIS SHEET AND IN
 THE SURVEYOR'S CERTIFICATE ON SHEETS 2 THROUGH 7.

MARION CREEK CONDOMINIUM 46.92± ACRES

Commencing at the West 1/4 Corner of Section 2, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan;
 thence N02°01'00"W 33.00 feet along the West line of said Section to the PLACE OF BEGINNING;
 thence continuing N02°01'00"W 202.58 feet along said West Section line;
 thence N89°22'24"E 133.00 feet; thence N37°06'36"E 269.84 feet; thence N45°52'17"E 140.00 feet;
 thence N59°26'27"E 353.45 feet; thence S65°17'36"E 79.33 feet; thence N45°52'17"E 33.00 feet;
 thence N04°52'17"E 140.00 feet along the arc of a 683.00 foot radius curve to the right,
 through a central angle of 02°46'07" and having a chord bearing N47°15'21"E 33.00 feet;
 thence N41°21'36"W 125.54 feet; thence N36°35'19"E 80.01 feet; thence N58°08'13"E 175.29 feet;
 thence N73°09'50"E 176.39 feet; thence N89°00'06"E 220.83 feet; thence S78°47'19"E 286.50 feet;
 thence S69°15'29"E 303.69 feet; thence N89°37'32"E 128.28 feet; thence N81°49'21"E 79.04 feet;
 thence N61°02'39"E 132.96 feet; thence N74°19'03"E 302.48 feet; thence S01°28'06"E 1000.16 feet
 along the West line of Peary Road (50 foot wide 1/2 Right-of-Way);
 thence S88°44'42"W 251.23 feet along a line parallel with and 33.00 feet North of the East-West 1/4 line
 of said Section 2 to the Place of Beginning.
 Being a part of the Northwest Fractional 1/4 of Section 2, Town 2 North, Range 4 East,
 Marion Township, Livingston County, Michigan.
 Containing 46.92 acres of land, more or less.
 Subject to and together with all easements and restrictions affecting title to the above described premises.

NOTE:

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.
 SECTION 442 OF ACT No. 59, 559, 86 AND OF PUBLIC ACTS OF 1978, EFFECTIVE FEBRUARY 1, 2016.

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	COMPOSITE PLAN
3	SURVEY PLAN (QUNTS 1-10 & 86-94)
4	SURVEY PLAN (QUNTS 11-20, 44-45 & 80-85)
5	SURVEY PLAN (QUNTS 21-43)
6	SURVEY PLAN (46-59 & 74-79)
7	SURVEY PLAN (60-73)
8	SITE & UTILITY PLAN (QUNTS 1-10 & 86-94)
9	SITE & UTILITY PLAN (QUNTS 11-20, 44-45 & 80-85)
10	SITE & UTILITY PLAN (QUNTS 21-43)
11	SITE & UTILITY PLAN (46-59 & 74-79)
12	SITE & UTILITY PLAN (60-73)
13	TABULAR SHEET

BRIGHTON, MICHIGAN 48114

LAND SURVEYORS
 2183 PLESS DRIVE
 (941) 227-8833

PROPOSED DATED
 OCTOBER 18, 2017

PROFESSIONAL SURVEYOR No. 38119

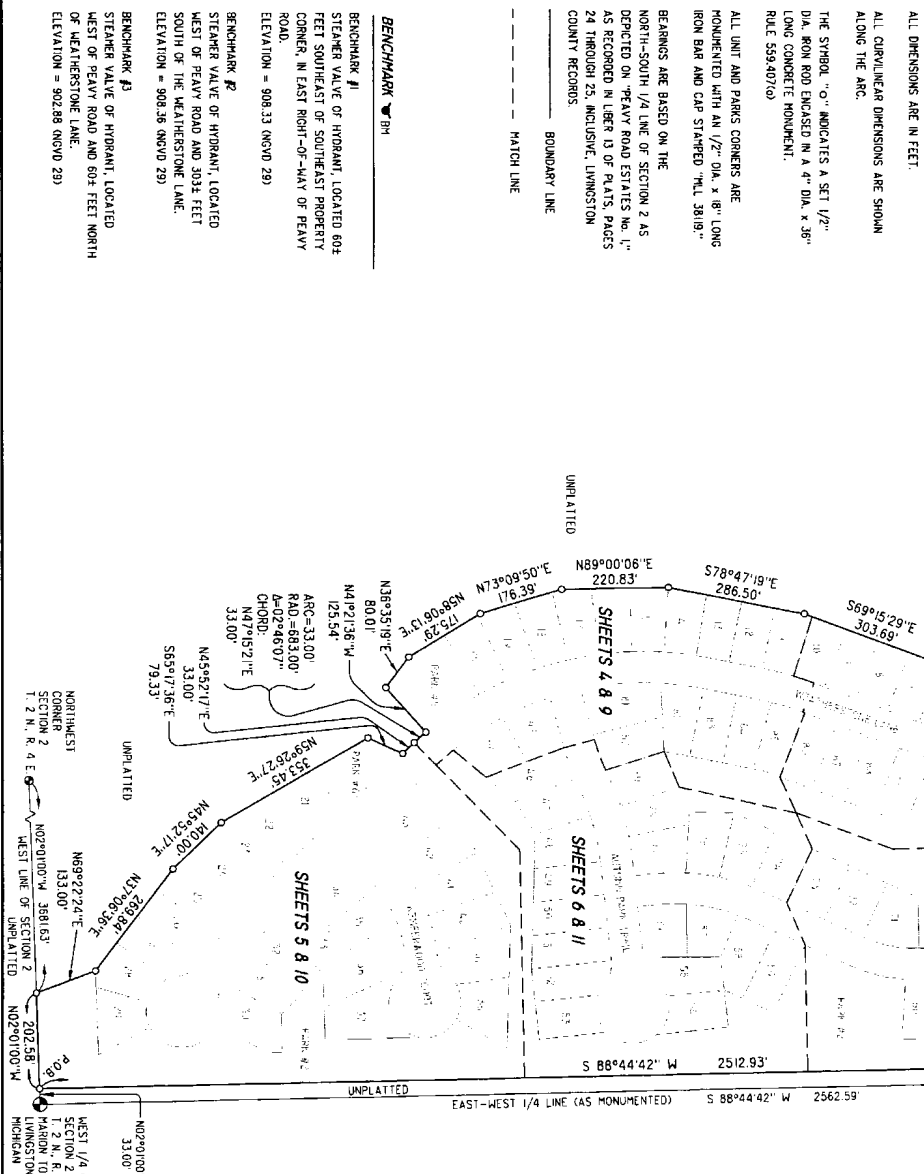
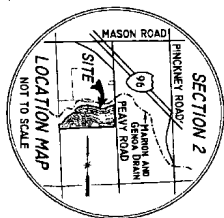
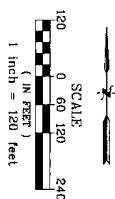
MARIUSZ L. LURONCZ

MARION CREEK

A PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 2
TOWN 2 NORTH, RANGE 4 EAST
MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

COMPOSITE PLAN

DEVELOPER
BLUE SOUTH SUMMIDGE, LLC,
A MICHIGAN LIMITED LIABILITY COMPANY
32400 TELEGRAPH ROAD, SUITE 100
BINGHAM FARMS, MICHIGAN 48025



LEGEND

ALL DIMENSIONS ARE IN FEET.
ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.
THE SYMBOL "O" INDICATES A SET 1/2" DIA. IRON ROD ENCASED IN A 4" DIA. X 36" LONG CONCRETE MONUMENT.
RULE 559.40(10)

ALL LINT AND PARIS CORNERS ARE MONUMENTED WITH AN 1/2" DIA. X 18" LONG IRON BAR AND CAP STAMPED "M.L. 3818".
BEARINGS ARE BASED ON THE NORTH-SOUTH 1/4 LINE OF SECTION 2 AS DEPICTED ON "PEAVY ROAD ESTATES No. 1" AS RECORDED IN LIBER 13 OF PLATS, PAGES 24 THROUGH 25, INCLUSIVE, LIVINGSTON COUNTY RECORDS.

BOUNDARY LINE
MATCH LINE

BENCHMARK #1
STEAMER VALVE OF HYDRANT, LOCATED 604 FEET SOUTHEAST OF SOUTHEAST PROPERTY CORNER, IN EAST RIGHT-OF-WAY OF PEAVY ROAD.
ELEVATION = 908.33 (NGVD 29)

BENCHMARK #2
STEAMER VALVE OF HYDRANT, LOCATED WEST OF PEAVY ROAD AND 303.3 FEET SOUTH OF THE WEATHERSTONE LANE.
ELEVATION = 908.36 (NGVD 29)

BENCHMARK #3
STEAMER VALVE OF HYDRANT, LOCATED WEST OF PEAVY ROAD AND 603 FEET NORTH OF WEATHERSTONE LANE.
ELEVATION = 902.88 (NGVD 29)

NOTES(S)

CONDOMINIUM PROJECT IS SUBJECT TO AND TOGETHER WITH ALL EASEMENTS AND RESTRICTIONS AS SET FORTH IN SCHEDULE "B" - SECTION II OF TITLE INSURANCE POLICY ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, POLICY NO. 32901, DATE OF POLICY: FEBRUARY 2, 2012 AT 8:00 AM.

ALL INTERIOR ROADS (WEATHERSTONE LANE, AUTUMN PARK TRAIL, KENNERBROOK COURT AND KENNYBROOK LANE) ARE PRIVATE AND PROPOSED TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

THE ENTIRE GENERAL COMMON ELEMENT OF THIS CONDOMINIUM IS ENCUMBERED BY A PRIVATE EASEMENT FOR PUBLIC UTILITIES.

SEE ARTICLE VII OF MASTER DEED FOR DESCRIPTION OF PROPOSED EASEMENTS TO AFFECT THIS CONDOMINIUM PROJECT.

SURVEYOR'S CERTIFICATE

I, MARUSZ L. LUKOMCZ, a Professional Surveyor of the State of Michigan, hereby certify that the development plan known as "MARION CREEK", Livingston County Condominium Subdivision Plan No. 418

as shown on the accompanying drawings, represents a survey on the ground made under my direction. That there are no existing observable encroachments upon the lands and property herein described. That the required monuments and iron markers have been located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended) unless otherwise noted within one year from the date of plan recording. That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended). That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

Blue South Surveying, Inc.
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLEAS DRIVE
BRIGHTON, MICHIGAN 48114

OCTOBER 18, 2017
PROPOSED DATED
JOB No. 1-11-02-152570
MCC-COMPOSITE
SHEET 2



NORTH 1/4
CORNER
SECTION 2
T. 2 N., R. 4 E.

NORTH - SOUTH 1/4 LINE OF SECTION 2 AND C/L OF PEAVY ROAD

SECTION 2

UNPLATTED

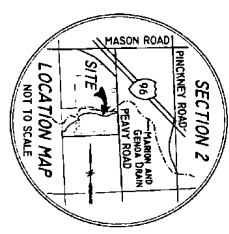
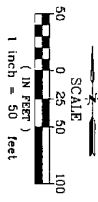
UNPLATTED

UNPLATTED

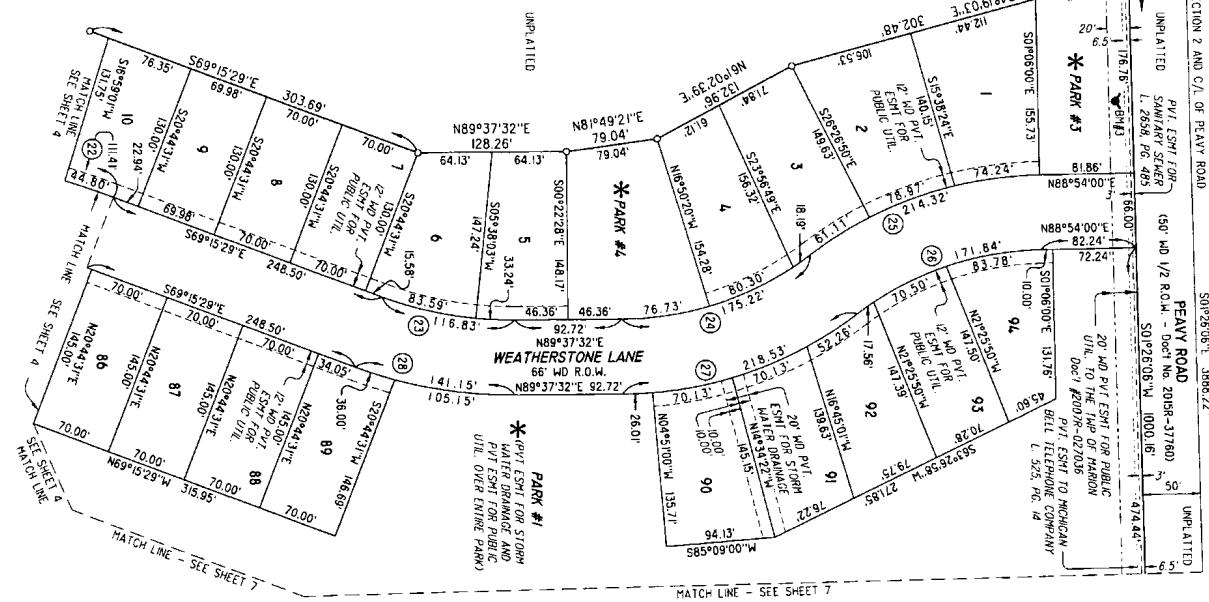
UNPLATTED

UNPLATTED

UNPLATTED



LEGEND
ALL DIMENSIONS ARE IN FEET.
ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.
THE SYMBOL "O" INDICATES A SET 1/2" DIA. IRON ROD ENCASED IN A 4" DIA. X 36" LONG CONCRETE MONUMENT.
RULE 559.407(d)
ALL UNIT AND PARK CORNERS ARE MONUMENTED WITH AN 1/2" DIA. X 18" LONG IRON BAR AND CAP STAMPED "TLL 3819".
BEARINGS ARE BASED ON THE NORTH-SOUTH 1/4 LINE OF SECTION 2 AS DERIVED ON "PEAVY ROAD STATES No. 1" AS RECORDED IN LIBER 13 OF PLATS, PAGES 24 THROUGH 25, INCLUSIVE, LIVINGSTON COUNTY RECORDS.



BOUNDARY LINE
HATCH LINE
(O) CURVE IDENTIFIER
***** PVT. ESPT. FOR STORM WATER DRAINAGE

UNPLATTED
PVT. ESPT. FOR STORM WATER DRAINAGE
SUMMARY SHEET L. 2858, PG. 485
150' HD PVT. ESPT. FOR PUBLIC UTILITY TO THE TWP OF HARBOR
Dist. 1 820078-027036
BELL TELEPHONE COMPANY
PVT. ESPT. TO MICHIGAN
L. 323, PG. 18
150' HD PVT. ESPT. FOR PUBLIC UTILITY TO THE TWP OF HARBOR
Dist. 1 820078-027036
150' HD PVT. ESPT. FOR PUBLIC UTILITY TO THE TWP OF HARBOR
Dist. 1 820078-027036
150' HD PVT. ESPT. FOR PUBLIC UTILITY TO THE TWP OF HARBOR
Dist. 1 820078-027036

NOTES:
CONDOMINIUM PROJECT IS SUBJECT TO AND TOGETHER WITH ALL EASEMENTS AND RESTRICTIONS AS SET FORTH IN SCHEDULE "B" - SECTION II OF TITLE INSURANCE POLICY ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, POLICY NO. 359001, DATE OF POLICY: FEBRUARY 2, 2012 AT 8:00 AM.
ALL INTERIOR ROADS (WEATHERSTONE LANE, AUTUMN PARK TRAIL, KENNEBROOK COURT AND KENNYBROOK LANE) ARE PRIVATE AND PROPOSED TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

THE ENTIRE GENERAL COMMON ELEMENT OF THIS CONDOMINIUM IS ENCUMBERED BY A PRIVATE EASEMENT FOR PUBLIC UTILITIES.
SEE ARTICLE VIII OF MASTER DEED FOR DESCRIPTION OF PROPOSED EASEMENTS TO AFFECT THIS CONDOMINIUM PROJECT.
SEE SHEET 13 FOR CURVE TABLES.

BENCHMARK #1
STEAMER VALVE OF HYDRANT, LOCATED 60± FEET SOUTHEAST OF SOUTHEAST PROPERTY CORNER, IN EAST RIGHT-OF-WAY OF PEAVY ROAD.
ELEVATION = 908.33 (NGVD 29)

BENCHMARK #2
STEAMER VALVE OF HYDRANT, LOCATED WEST OF PEAVY ROAD AND 30± FEET SOUTH OF THE WEATHERSTONE LANE.
ELEVATION = 908.36 (NGVD 29)

BENCHMARK #3
STEAMER VALVE OF HYDRANT, LOCATED WEST OF PEAVY ROAD AND 80± FEET NORTH OF WEATHERSTONE LANE.
ELEVATION = 902.86 (NGVD 29)

EXHIBIT 'B' TO THE MASTER DEED OF MARION CREEK
A PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 2 TOWN 2 NORTH, RANGE 4 EAST MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

SURVEY PLAN

DEVELOPER
BLUE SOUTH SUNBRIDGE, LLC,
A MICHIGAN LIMITED LIABILITY COMPANY
32400 TELEGRAPH ROAD, SUITE 100
BINGHAM FARMS, MICHIGAN 48025

SURVEYOR'S CERTIFICATE

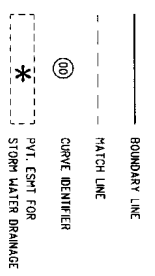
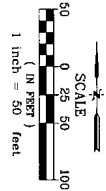
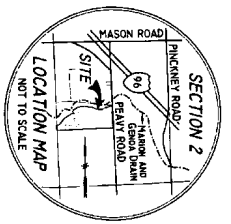
I, MARIEZ L. LUKOWICZ, a Professional Surveyor of the State of Michigan, hereby certify that the development plan known as "MARION CREEK", Livingston County Condominium Subdivision Plan No. 418

as shown on the accompanying drawings, represents a survey of the ground made under my direction. That there are no existing observable encroachments upon the lands and property herein described. That the required monuments and iron markers have been located in the ground as required by rules promulgated under Section 412 of Act No. 59 of the Public Acts of 1978 (as amended) unless otherwise placed within one year from the date of plan recordation. That the accuracy of this survey is within the limits required by the rules promulgated under Section 412 of Act No. 59 of the Public Acts of 1978 (as amended). That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 412 of Act No. 59 of the Public Acts of 1978.

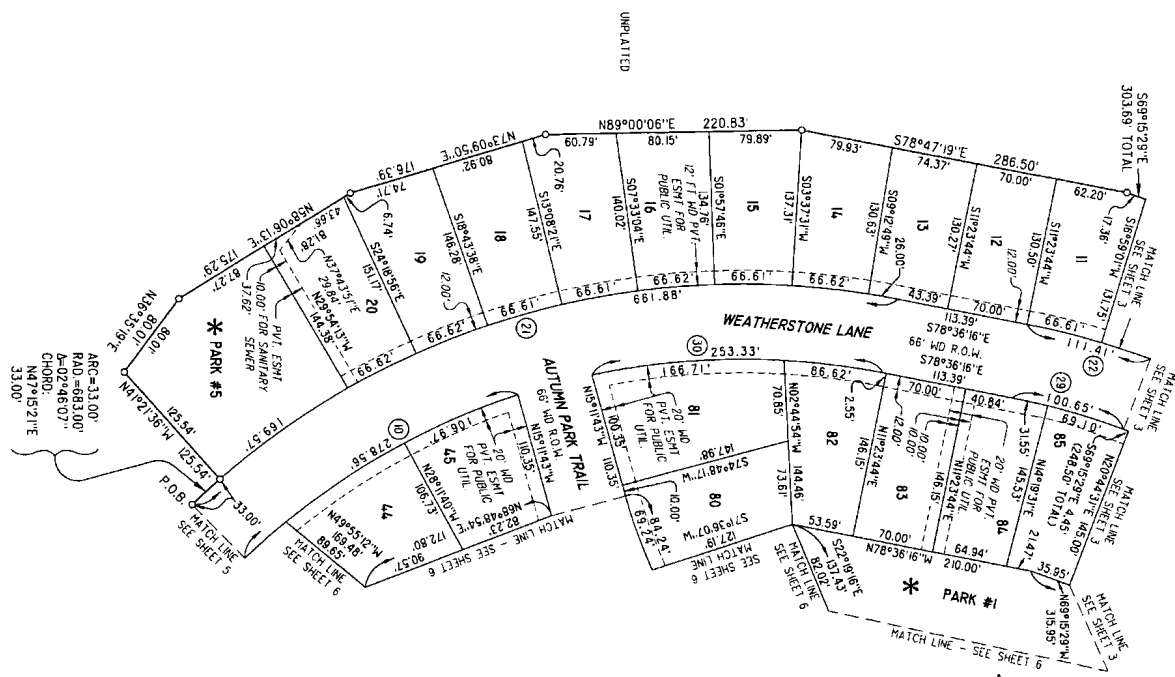


MARIEZ L. LUKOWICZ
PROFESSIONAL SURVEYOR No. 38119

(616) 227-0633
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114
OCTOBER 18, 2017
PROPOSED DATED
JOB No. 1-11-02-152570
MCC-SUR
SHEET 3



LEGEND
 ALL DIMENSIONS ARE IN FEET.
 ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.
 THE SYMBOL "O" INDICATES A SET 1/2" DIA. IRON ROD ENCASED IN A 4" DIA. X 36" LONG CONCRETE MONUMENT.
 ALL LINT AND PARS CORNERS ARE MONUMENTED WITH AN 1/2" DIA. X 18" LONG IRON BAR AND CAP STAMPED "ML 3819".
 BEARINGS ARE BASED ON THE NORTH-SOUTH 1/4 LINE OF SECTION 2 AS DEPICTED ON "PEAVY ROAD ESTATES No. 1" AS RECORDED IN LIBER 13 OF PLATS, PAGES 24 THROUGH 25, INCLUSIVE, LIVINGSTON COUNTY RECORDS.



* PVT. ESM'T FOR STORM WATER DRAINAGE AND PVT. ESM'T FOR PUBLIC UTIL. OVER ENTIRE PARK

NOTES:

CONDOMINIUM PROJECT IS SUBJECT TO AND TOGETHER WITH ALL EASEMENTS AND RESTRICTIONS AS SET FORTH IN SCHEDULE "B" - SECTION II OF TITLE INSURANCE POLICY ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, POLICY NO. 52900A, DATE OF POLICY: FEBRUARY 2, 2012 AT 8:00 AM.

ALL INTERIOR ROADS (WEATHERSTONE LANE, AUTUMN PARK TRAIL, KEEPERHOOD COURT AND KENNEDYBROOK LANE) ARE PRIVATE AND PROPOSED TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

THE ENTIRE GENERAL COMMON ELEMENT OF THIS CONDOMINIUM IS INCORPORATED BY A PRIVATE EASEMENT FOR PUBLIC UTILITIES.

SEE ARTICLE VII OF MASTER DEED FOR DESCRIPTION OF PROPOSED EASEMENTS TO AFFECT THIS CONDOMINIUM PROJECT.

SEE SHEET 13 FOR CURVE TABLES.

BENCHMARK

BENCHMARK #1
 STEAMER VALVE OF HYDRANT, LOCATED 60± FEET SOUTHEAST OF SOUTHEAST PROPERTY CORNER, IN EAST RIGHT-OF-WAY OF PEAVY ROAD.
 ELEVATION = 908.33 (NGVD 29)

BENCHMARK #2
 STEAMER VALVE OF HYDRANT, LOCATED WEST OF PEAVY ROAD AND 30± FEET SOUTH OF THE WEATHERSTONE LANE.
 ELEVATION = 908.38 (NGVD 29)

BENCHMARK #3
 STEAMER VALVE OF HYDRANT, LOCATED WEST OF PEAVY ROAD AND 60± FEET NORTH OF WEATHERSTONE LANE.
 ELEVATION = 902.88 (NGVD 29)

MARION CREEK

EXHIBIT 'B' TO THE MASTER DEED OF
 A PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 2
 TOWN 2 NORTH, RANGE 4 EAST
 MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

SURVEY PLAN

DEVELOPER
 BLUE SOUTH SUNBURGE, LLC,
 A MICHIGAN LIMITED LIABILITY COMPANY
 32400 TELEGRAPH ROAD, SUITE 100
 BINGHAM FARMS, MICHIGAN 48025

SURVEYOR'S CERTIFICATE

I, MARINUSZ L. LUKOWICZ, a Professional Surveyor of the State of Michigan, hereby certify that the development plan known as "MARION CREEK", Livingston County Condominium Subdivision Plan No. **418**

as shown on the accompanying drawings, represents a survey on the ground made under my direction. That there are no existing observable encroachments upon the lands and property herein described. That the required monuments and iron markers have been located in the ground as required by rules promulgated under Section 442 of Act No. 59 of the Public Acts of 1978 (as amended) unless otherwise placed within one year from the date of plan recordation. That the accuracy of this survey is within the limits required by the rules promulgated under Section 442 of Act No. 59 of the Public Acts of 1978 (as amended). That the bearings, as shown, are noted on the survey plan as required by the rules promulgated under Section 442 of Act No. 59 of the Public Acts of 1978.

MARINUSZ L. LUKOWICZ
 PROFESSIONAL SURVEYOR No. 38119
 OCTOBER 18, 2017
 PROPOSED DATED
 JOB No. 1-11-02-152570
 MCC-SUR SHEET 4
 CIVIL ENGINEERS
 LAND SURVEYORS
 2183 PLEAS DRIVE
 BRIGHTON, MICHIGAN 48114
 (910) 227-9533

MARION CREEK

A PART OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 2
TOWN 2 NORTH, RANGE 4 EAST
MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

SURVEY PLAN

DEVELOPER
BLUE SOUTH SUNDRIE, LLC,
A MICHIGAN LIMITED LIABILITY COMPANY
32400 TELEGRAPH ROAD, SUITE 100
BINGHAM FARMS, MICHIGAN 48025

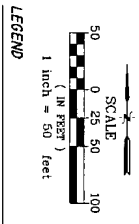
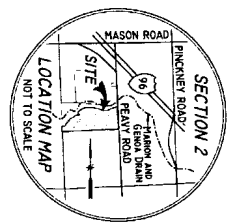
NOTES:

CONDOMINIUM PROJECT IS SUBJECT TO AND TOGETHER WITH ALL EASEMENTS AND RESTRICTIONS AS SET FORTH IN SCHEDULE "B" - SECTION II OF TITLE INSURANCE POLICY ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, POLICY NO. 529001, DATE OF POLICY: FEBRUARY 2, 2012 AT 8:00 AM

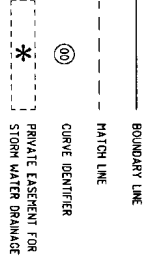
SURVEYOR'S CERTIFICATE

I, HAROLD L. LUKOWICZ, a Professional Surveyor of the State of Michigan, hereby certify:
That the aforementioned plan shown as "MARION CREEK", Livingston County Condominium Subdivision Plan No. 418
as shown on the accompanying drawings, represents a survey on the ground made under my direction.
That there are no existing observable encroachments upon the lots and property herein described.
That the required monuments and iron markers have been located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended) unless otherwise provided within one year from the date of Plan recording.
That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended).
That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

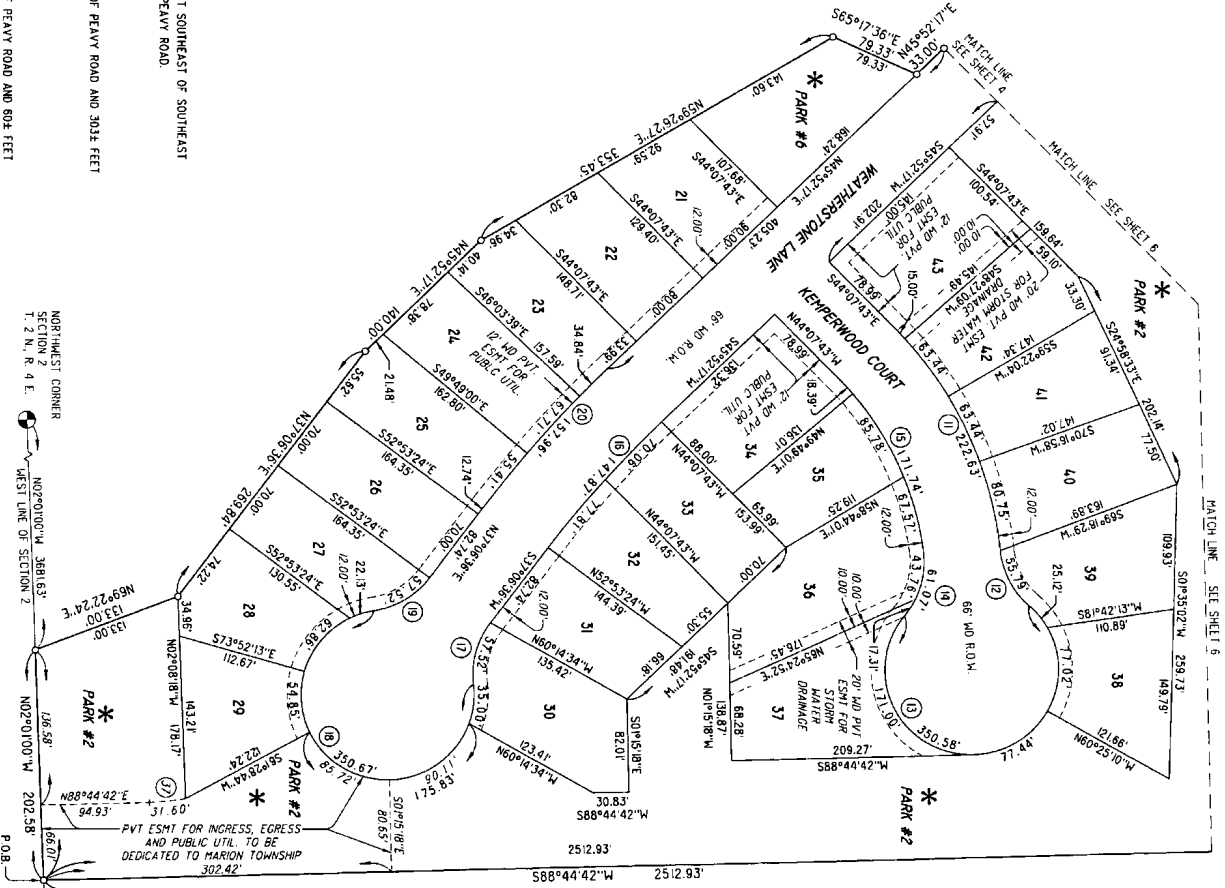
THE ENTIRE GENERAL COMMON ELEMENT OF THIS CONDOMINIUM IS ENGINEERED BY A PRIVATE EASEMENT FOR PUBLIC UTILITIES.
SEE ARTICLE VII OF MASTER DEED FOR DESCRIPTION OF PROPOSED EASEMENTS TO AFFECT THIS CONDOMINIUM PROJECT.
SEE SHEET 13 FOR CURVE TABLES.



ALL UNIT AND BARN CORNERS ARE MONUMENTED WITH AN 1/2" DIA. x 18" LONG IRON BAR AND CAP STAMPED "ML 3819".
BEARINGS ARE BASED ON THE NORTH-SOUTH 1/4 LINE OF SECTION 2 AS DEPICTED ON "PEAVY ROAD ESTATES NO. 1", AS RECORDED IN LIBER 13 OF PLATS, PAGES 24 THROUGH 25, INCLUSIVE, LIVINGSTON COUNTY RECORDS.



BENCHMARK #1 STEAMER VALVE OF HYDRANT, LOCATED 604 FEET SOUTHWEST OF SOUTHWEST PROPERTY CORNER, IN EAST RIGHT-OF-WAY OF PEAVY ROAD. ELEVATION = 908.33 (NGVD 29)
BENCHMARK #2 STEAMER VALVE OF HYDRANT, LOCATED WEST OF PEAVY ROAD AND 3024 FEET SOUTH OF THE WEATHERSTONE LANE. ELEVATION = 908.36 (NGVD 29)
BENCHMARK #3 STEAMER VALVE OF HYDRANT, LOCATED WEST OF PEAVY ROAD AND 604 FEET NORTH OF WEATHERSTONE LANE. ELEVATION = 902.88 (NGVD 29)

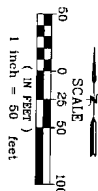
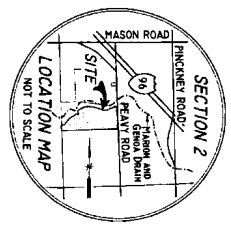


NORTHWEST CORNER SECTION 2
T 2 N. R. 4 E.
WEST LINE OF SECTION 2
WEST 1/4 CORNER SECTION 2
E. 1/2 N. 1/4 TOWNSHIP LIVINGSTON COUNTY MICHIGAN
WEST LINE OF SECTION 2
WEST 1/4 CORNER SECTION 2
E. 1/2 N. 1/4 TOWNSHIP LIVINGSTON COUNTY MICHIGAN
WEST LINE OF SECTION 2
WEST 1/4 CORNER SECTION 2
E. 1/2 N. 1/4 TOWNSHIP LIVINGSTON COUNTY MICHIGAN

PROFESSIONAL SURVEYOR
(616) 227-6533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLEAS DRIVE
BRIGHTON, MICHIGAN 48114

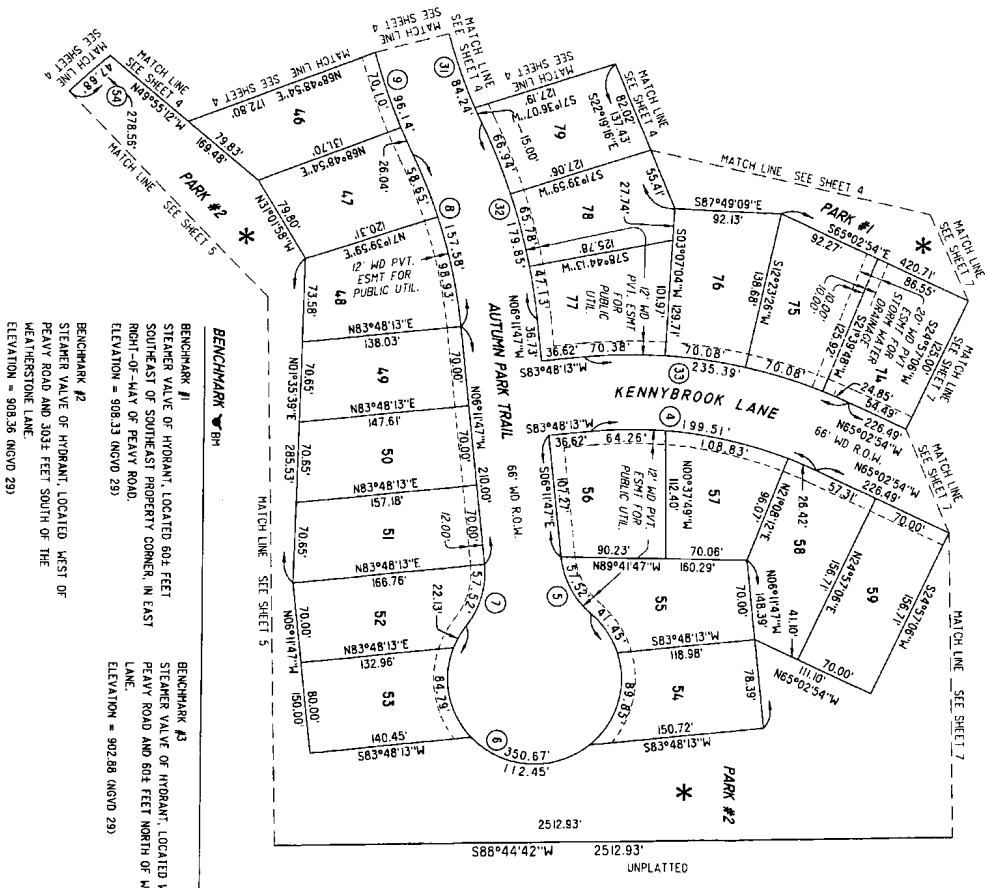
OCTOBER 18, 2017
PROPOSED DATED
JOB NO. 1-11-02-152570
MCC-SUR
SHEET 5





LEGEND

- ALL DIMENSIONS ARE IN FEET.
- ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.
- THE SYMBOL "O" INDICATES A SET 1/2" DIA. IRON ROD ENCASED IN A 4" DIA. x 36" LONG CONCRETE FOUNDMENT.
- ALL UNIT AND PAINS CORNERS ARE MONUMENTED WITH AN 1/2" DIA. x 18" LONG IRON BAR AND CAP STAMPED "ML 2819".
- BEARINGS ARE BASED ON THE NORTH-SOUTH 1/4 LINE OF SECTION 2 AS DEPICTED ON "PELAY ROAD ESTATES No. 1" AS RECORDED IN LIBER 13 OF PLATS, PAGES 24 THROUGH 25, INCLUSIVE, LIVINGSTON COUNTY RECORDS.
- BOUNDARY LINE
- HATCH LINE
- CURVE IDENTIFIER
- PRIVATE EASEMENT FOR STORM WATER DRAINAGE



BENCHMARK #1
STEAMER VALVE OF HYDRANT, LOCATED 606 FEET SOUTHEAST OF SOUTHEAST PROPERTY CORNER, IN EAST RIGHT-OF-WAY OF PEAY ROAD.
ELEVATION = 908.33 (NGVD 29)

BENCHMARK #2
STEAMER VALVE OF HYDRANT, LOCATED WEST OF PEAY ROAD AND 303 FEET SOUTH OF THE HEATHERSTONE LANE.
ELEVATION = 908.56 (NGVD 29)

BENCHMARK #3
STEAMER VALVE OF HYDRANT, LOCATED WEST OF PEAY ROAD AND 603 FEET NORTH OF HEATHERSTONE LANE.
ELEVATION = 902.88 (NGVD 29)

* = PVT. ESMT FOR STORM WATER DRAINAGE AND PUBLIC UTIL. OVER THE ENTIRE PARK

EXHIBIT 'B' TO THE MASTER DEED OF
MARION CREEK

A PART OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 2
TOWN 2 NORTH, RANGE 4 EAST
MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN
SURVEY PLAN

DEVELOPER
BLUE SOUTH SURVORGE, LLC
A MICHIGAN LIMITED LIABILITY COMPANY
32400 TELEGRAPH ROAD, SUITE 100
BINGHAM FARMS, MICHIGAN 48025

NOTES:

CONDOMINIUM PROJECT IS SUBJECT TO AND TOGETHER WITH ALL EASEMENTS AND RESTRICTIONS AS SET FORTH IN SCHEDULE "B" - SECTION II OF TITLE INSURANCE POLICY ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, POLICY NO. 328001, DATE OF POLICY: FEBRUARY 2, 2012 AT 8:00 AM.

SURVEYOR'S CERTIFICATE

I, MARIUSZ L. LUKOWICZ, a Professional Surveyor of the State of Michigan, hereby certify that the development plan known as "MARION CREEK", Livingston County Condominium Subdivision Plan No. 418

ALL INTERIOR ROADS (HEATHERSTONE LANE, AUTUMN PARK TRAIL, KENNYBROOK COURT AND KENNYBROOK LANE) ARE PRIVATE AND PROPOSED TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. THE ENTIRE GENERAL COMMON ELEMENT OF THIS CONDOMINIUM IS ENCUMBERED BY A PRIVATE EASEMENT FOR PUBLIC UTILITIES.

SEE ARTICLE VII OF MASTER DEED FOR DESCRIPTION OF PROPOSED EASEMENTS TO AFFECT THIS CONDOMINIUM PROJECT.

SEE SHEET 13 FOR CURVE TABLES.

as shown on the accompanying drawings, represents a survey on the ground made under my direction. That there are no existing adverse encroachments upon the lands and property herein described. That the required monuments and iron markers have been located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended) unless otherwise placed within one year from the date of their recording. That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978 (as amended). That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

MARIUSZ L. LUKOWICZ
PROFESSIONAL SURVEYOR No. 36119
OCTOBER 18, 2017
PROPOSED DATED
JOB No. 1-11-02-152570
MCC-SUR SHEET 6

(910) 227-8833
CIVIL ENGINEERS
1128 PETERS DRIVE
BRIGHTON, MICHIGAN 48114

EXHIBIT 'B' TO THE MASTER DEED OF

MARION CREEK

A PART OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 2
TOWN 2 NORTH, RANGE 4 EAST
MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

SURVEY PLAN

DEVELOPER
BLUE SOUTH SURVIVOR, LLC
A MICHIGAN LIMITED LIABILITY COMPANY
32400 TELEGRAPH ROAD, SUITE 100
BINGHAM FARMS, MICHIGAN 48025

NOTES:

CONDOMINIUM PROJECT IS SUBJECT TO AND TOGETHER WITH ALL EASEMENTS AND RESTRICTIONS AS SET FORTH IN SCHEDULE "B" - SECTION II OF TITLE INSURANCE POLICY ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, POLICY NO. 529001, DATE OF POLICY: FEBRUARY 2, 2012 AT 8:00 AM

ALL INTERIOR ROADS (WEATHERSTONE LANE, AUTUMN PARK TRAIL, NEIGHBORHOOD COURT AND KENNYBROOK LANE) ARE PRIVATE AND PROPOSED TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

THE ENTIRE GENERAL COMMON ELEMENT OF THIS CONDOMINIUM IS ENCUMBERED BY A PRIVATE EASEMENT FOR PUBLIC UTILITIES.

SEE ARTICLE VII OF MASTER DEED FOR DESCRIPTION OF PROPOSED EASEMENTS TO AFFECT THIS CONDOMINIUM PROJECT.

SEE SHEET 13 FOR CURVE TABLES.

SURVEYOR'S CERTIFICATE

I, MARCUS L. LUKOWICZ, a Professional Surveyor of the State of Michigan, hereby certify that the development plan known as "MARION CREEK", Livingston County Condominium Subdivision Plan No. 418

as shown on the accompanying drawings, represents a survey on the ground made under my direction. That there are no existing observable encroachments upon the lands and property herein described.

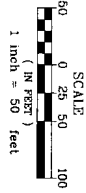
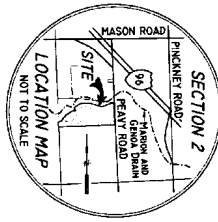
That the required monuments and iron markers have been located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Act of 1978 (as amended) unless otherwise placed within one year from the date of plan recordation. That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Act of 1978 (as amended). That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 59 of the Public Act of 1978.



MARCUS L. LUKOWICZ
PROFESSIONAL SURVEYOR No. 38119

(810) 227-8833
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLEAS DRIVE
BRIGHTON, MICHIGAN 48114

OCTOBER 18, 2017
PROPOSED DATED
JOB No. 1-11-02-152970
MCS-SUR
SHEET 7



LEGEND

ALL DIMENSIONS ARE IN FEET.
ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.

THE SYMBOL "O" INDICATES A SET 1/2" DIA. IRON ROD ENCASED IN A 4" DIA. X 36" LONG CONCRETE MONUMENT.
RULE 539.40(7)

ALL UNIT AND PARK CORNERS ARE MONUMENTED WITH AN 1/2" DIA. X 18" LONG IRON BAR AND CAP STAMPED "TLL 2019"

BEARINGS ARE BASED ON THE NORTH-SOUTH 1/4 LINE OF SECTION 2 AS DEPICTED ON "PEAVY ROAD ESTATES No. 1" AS RECORDED IN LIBER 13 OF PLATS, PAGES 24 THROUGH 25, INCLUSIVE, LIVINGSTON COUNTY RECORDS.

BOUNDARY LINE
MATCH LINE

⊙ CURVE DEFINER

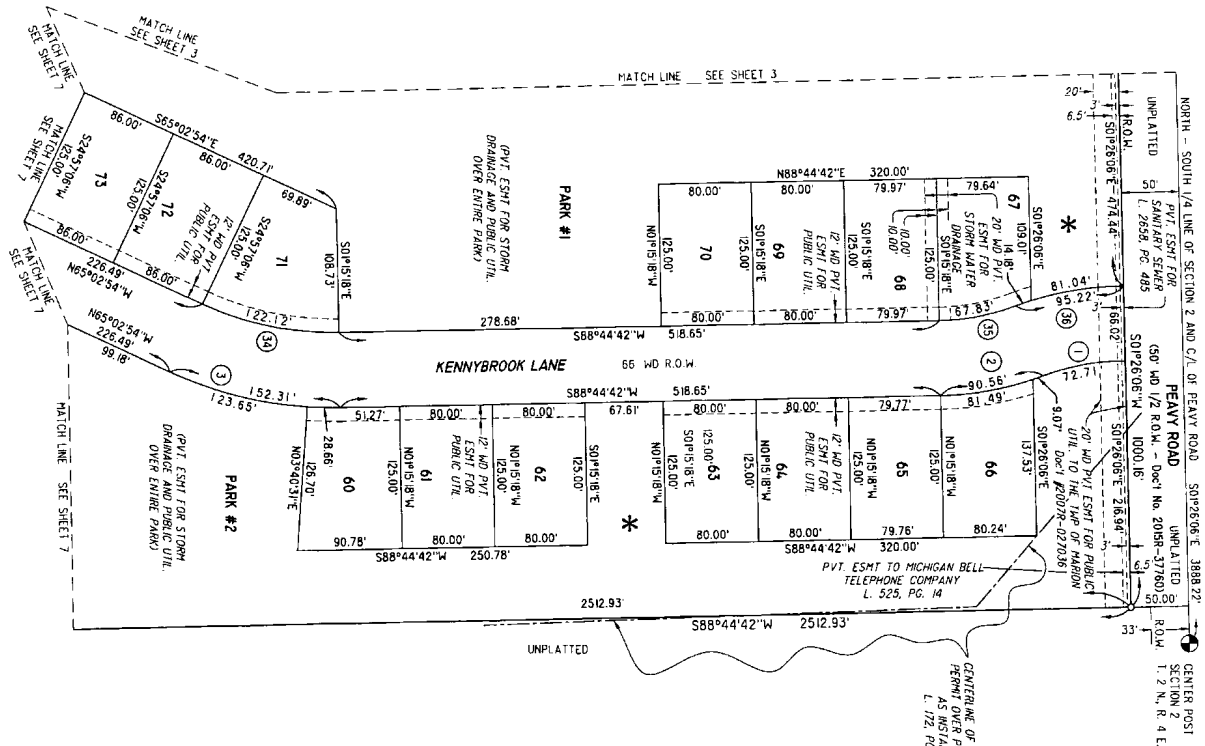
* PRIVATE EASEMENT FOR STORM WATER DRAINAGE

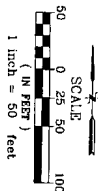
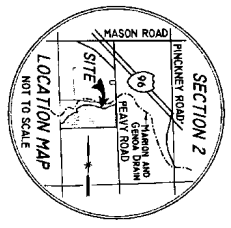
BENCHMARK #1

STEAMER VALVE OF HYDRANT, LOCATED 60± FEET SOUTHEAST OF SOUTHEAST PROPERTY CORNER IN EAST RIGHT-OF-WAY OF PEAVY ROAD. ELEVATION = 908.33 (MVD 29)

BENCHMARK #2
STEAMER VALVE OF HYDRANT, LOCATED WEST OF PEAVY ROAD AND 303± FEET SOUTH OF THE WEATHERSTONE LANE. ELEVATION = 908.36 (MVD 29)

BENCHMARK #3
STEAMER VALVE OF HYDRANT, LOCATED WEST OF PEAVY ROAD AND 60± FEET NORTH OF WEATHERSTONE LANE. ELEVATION = 902.86 (MVD 29)



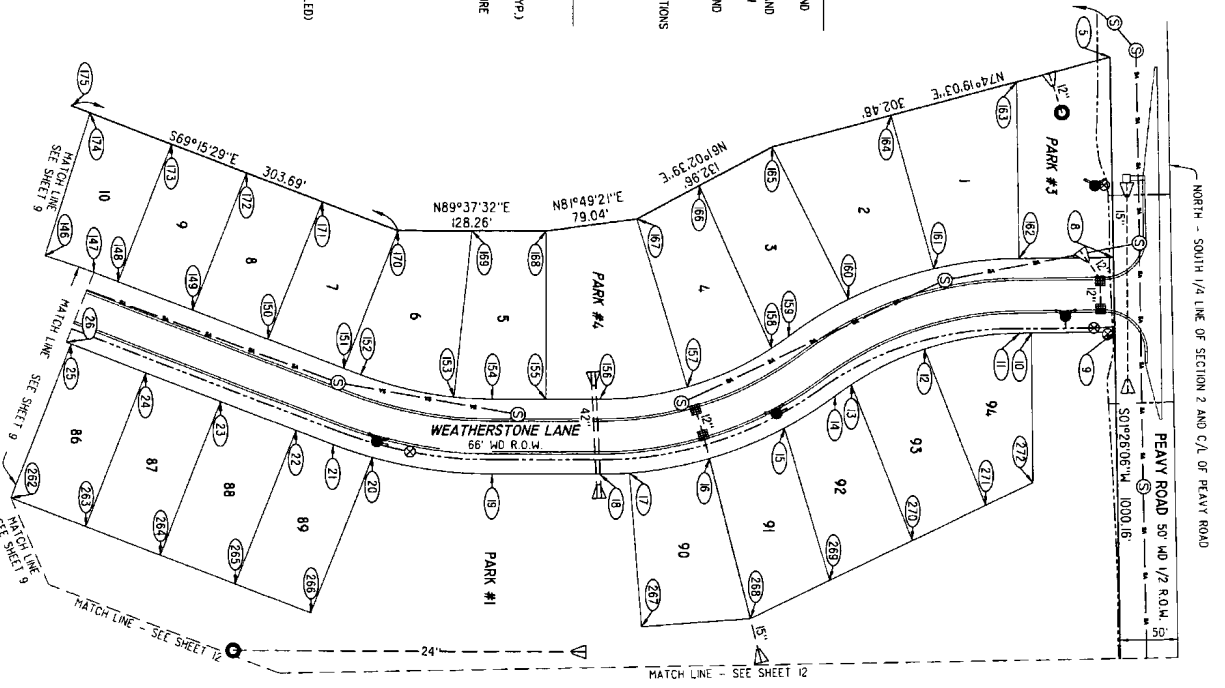


NOTES:

- 1) STORM SEWERS, SANITARY SEWERS, WATER MAINS AND ROADS MUST BE BUILT.
- 2) STORM SEWERS, SANITARY SEWERS, WATER MAINS AND ROADS PER PLANS BY DESIGN INC. ON FILE WITH MARION TOWNSHIP.
- 3) LOCATIONS OF ELECTRIC, TELEPHONE, CABLE T.V. AND NATURAL GAS UTILITY LINES WILL BE SHOWN ON FINAL AS-BUILT PLANS.
- 4) SEE SHEET 13 FOR UNIT AREA, FINISH FLOOR ELEVATIONS AND POINT COORDINATE TABLES.

LEGEND

- SANITARY SEWER MANHOLE
- SANITARY SEWER LINE (8" DIA. TYP.)
- STORM WATER CONTROL STRUCTURE
- ▽ FLARED END SECTION
- ⊕ YARD BASIN
- ⊞ CATCH BASIN
- ⊕ STORM SEWER MANHOLE
- STORM DRAIN PIPE (DIA. AS LABELED)
- ⊕ FIRE HYDRANT
- ⊗ GATE VALVE WELL
- WATER MAIN LINE (8" DIA. TYP.)
- ROAD CURB
- BOUNDARY LINE
- COORDINATE POINT
- ▭ GENERAL COMMON ELEMENT
- ▭ LIMITS OF OWNERSHIP

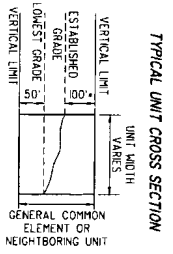


MARION CREEK

EXHIBIT 'B' TO THE MASTER DEED OF
 A PART OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 2
 TOWN 2 NORTH, RANGE 4 EAST
 MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

SITE & UTILITY PLAN

DEVELOPER
 BLUE SOUTH SIMLRIDGE, LLC.
 A MICHIGAN LIMITED LIABILITY COMPANY
 32400 TELEGRAPH ROAD, SUITE 100
 BINGHAM FARMS, MICHIGAN 48025



(*) = REFER TO MARION TWP
 ZONING ORDINANCE FOR
 ALLOWABLE STRUCTURE HEIGHT

DESIGN INC.
 CIVIL ENGINEERS
 2183 PLEAS DRIVE
 BRIGHTON, MICHIGAN 48114
 (810) 227-8833
 OCTOBER 18, 2017
 PROPOSED DATED
 JOB NO. 1-11-02-102370
 HCC-SITE UTIL
 SHEET 8

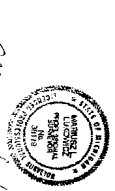


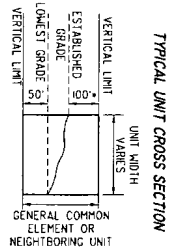
EXHIBIT 'B' TO THE MASTER DEED OF

MARION CREEK

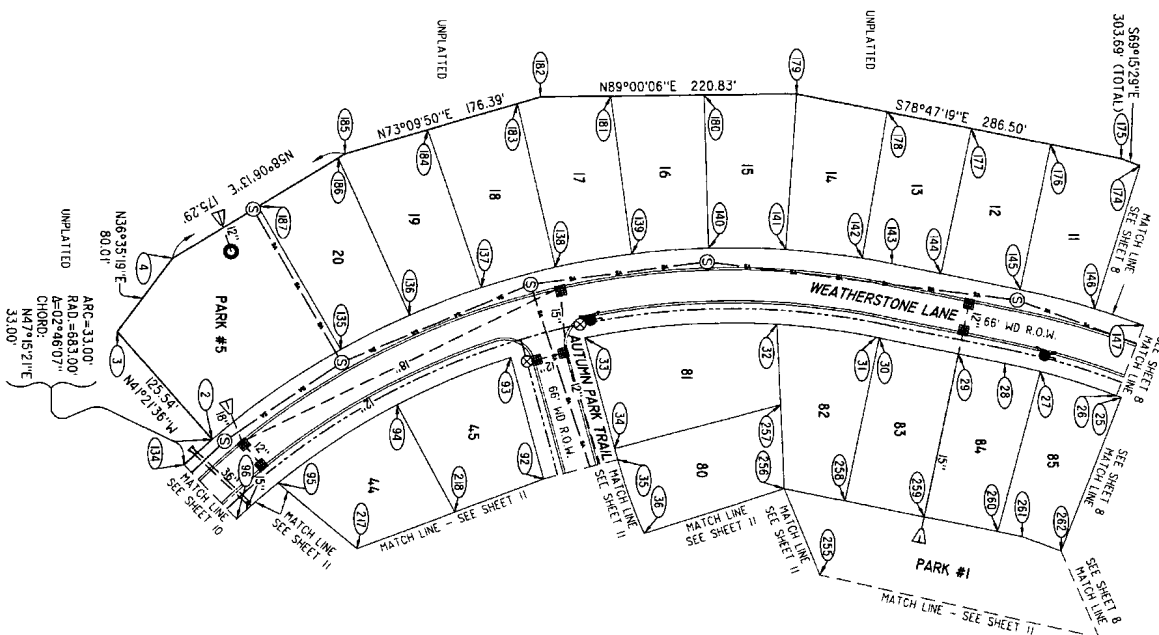
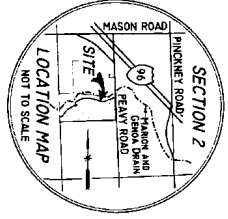
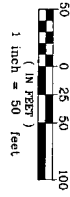
A PART OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 2
TOWN 2 NORTH, RANGE 4 EAST
MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

SITE & UTILITY PLAN

DEVELOPER
BLUE SOUTH SURRENDER, LLC
A MICHIGAN LIMITED LIABILITY COMPANY
32400 TELEGRAPH ROAD, SUITE 100
BINGHAM FARMS, MICHIGAN 48025



- NOTES:
- 1) STORM SEWERS, SANITARY SEWERS, WATER MAINS AND ROADS MUST BE BUILT.
 - 2) STORM SEWERS, SANITARY SEWERS, WATER MAINS AND ROADS PER PLANS BY DESHNE INC. ON FILE WITH MARION TOWNSHIP.
 - 3) LOCATIONS OF ELECTRIC, TELEPHONE, CABLE T.V. AND NATURAL GAS UTILITY LINES WILL BE SHOWN ON FINAL AS-BUILT PLANS.
 - 4) SEE SHEET 13 FOR UNIT AREA, FINISH FLOOR ELEVATIONS AND POINT COORDINATE TABLES.
- LEGEND
- SANITARY SEWER MANHOLE
 - S SANITARY SEWER LINE (8" DIA. TYP.)
 - STORM WATER CONTROL STRUCTURE
 - ▽ FLARED END SECTION
 - YARD BASIN
 - CATCH BASIN
 - ⊙ STORM SEWER MANHOLE
 - STORM DRAIN PIPE (DIA. AS LABELED)
 - ⚡ FIRE HYDRANT
 - ⊗ GATE VALVE WELL
 - WATER MAIN LINE (8" DIA. TYP.)
 - ROAD CURB
 - BOUNDARY LINE
 - Ⓞ COORDINATE POINT
 - ▭ GENERAL COMMON ELEMENT
 - ▭ LIMITS OF OWNERSHIP

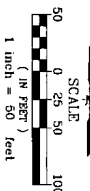
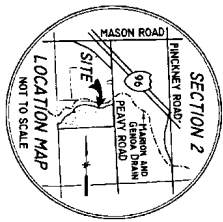


(910) 227-9533
CIVIL ENGINEERING
LAND SURVEYING
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

OCTOBER 18, 2017
PROPOSED DATE
JOB No. 1-11-02-152570
MCC-SITE UTIL SHEET 9

MARUSZ L. LUKOMCZ
PROFESSIONAL SURVEYOR No. 38119



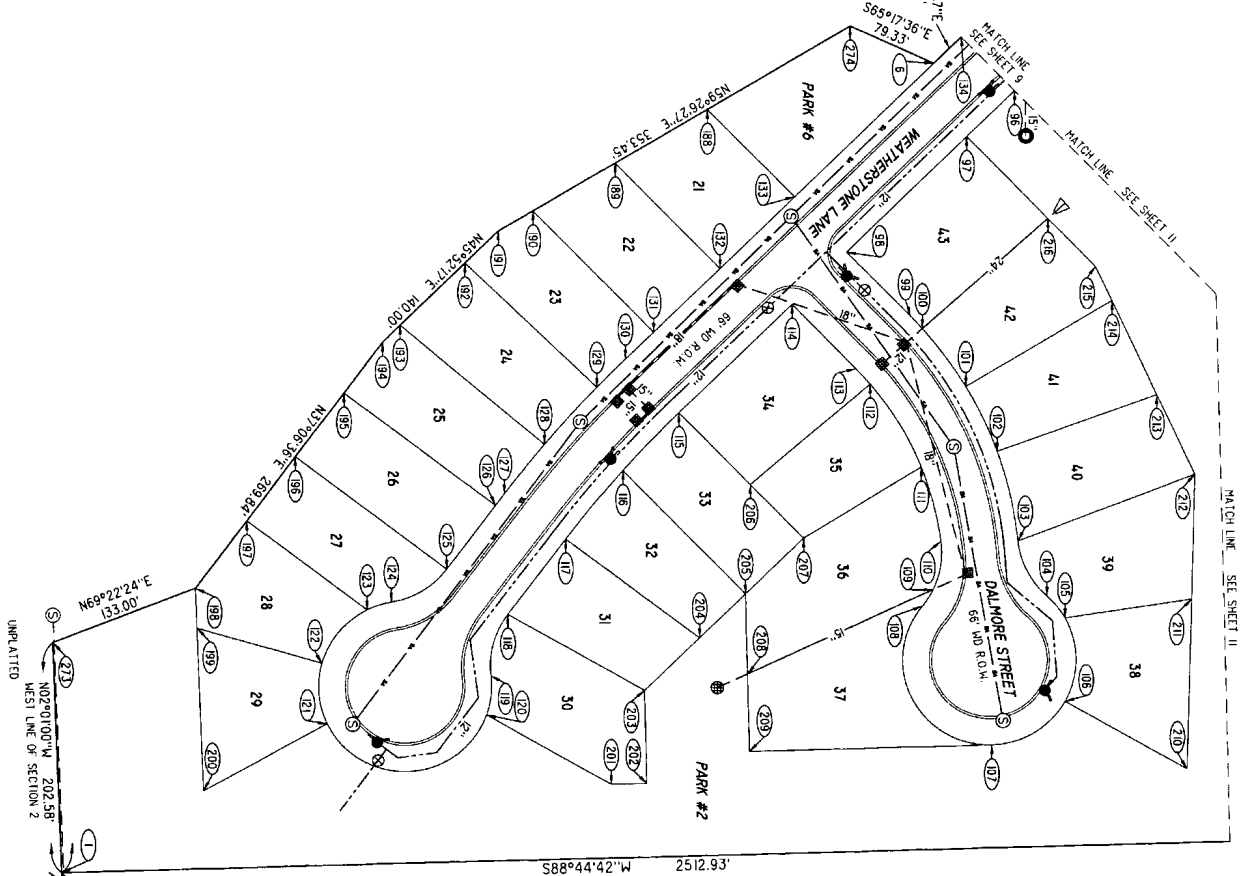


NOTES:

- 1) STORM SEWERS, SANITARY SEWERS, WATER MAINS AND ROADS MUST BE BUILT.
- 2) STORM SEWERS, SANITARY SEWERS, WATER MAINS AND ROADS PER PLANS BY DESINC INC. ON FILE WITH MARION TOWNSHIP.
- 3) LOCATIONS OF ELECTRIC, TELEPHONE, CABLE T.V. AND NATURAL GAS UTILITY LINES WILL BE SHOWN ON FINAL AS-BUILT PLANS.
- 4) SEE SHEET 13 FOR UNIT AREA, FINISH FLOOR ELEVATIONS AND POINT COORDINATE TABLES.

LEGEND

- (S) SANITARY SEWER MANHOLE
- SANITARY SEWER LINE (8" DIA. TYP)
- STORM WATER CONTROL STRUCTURE
- - - FLARED END SECTION
- YARD BASIN
- ⊙ CATCH BASIN
- ⊙ STORM SEWER MANHOLE
- - - STORM DRAIN PIPE (DIA. AS LABELED)
- ⊙ FIRE HYDRANT
- ⊙ GATE VALVE WELL
- WATER MAIN LINE (8" DIA. TYP)
- ROAD CURB
- BOUNDARY LINE
- ⊙ COORDINATE POINT
- ▭ GENERAL COMMON ELEMENT
- ▭ LIMITS OF OWNERSHIP

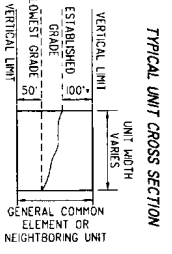


MARION CREEK

EXHIBIT 'B' TO THE MASTER DEED OF
 A PART OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 2
 TOWN 2 NORTH, RANGE 4 AND EAST
 MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

DEVELOPER
 BLUE SOUTH SURRENDER, LLC,
 A MICHIGAN LIMITED LIABILITY COMPANY
 32400 TELEGRAPH ROAD, SUITE 100
 BINGHAM FARMS, MICHIGAN 48025

SITE & UTILITY PLAN

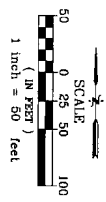
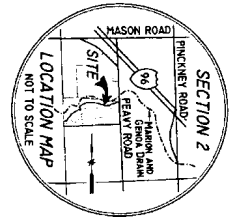


UNPLATTED
 N 02°01'00" W 33.00'
 WEST 1/4 CORNER
 SECTION 2
 T. 2 N., R. 4 E.
 MARION TOWNSHIP
 LIVINGSTON COUNTY
 MICHIGAN
BRIDGTON, MICHIGAN 48114

1910 237-9533
 CIVIL ENGINEERS
 LAND SURVEYORS
 2183 PLESS DRIVE
 BRIDGTON, MICHIGAN 48114

OCTOBER 18, 2017
 PROPOSED DATED
 JOB No. 1-11-02-152570
 MCG-SITE UTIL SHEET 10

MARUZEK L. LUKONICZ
 PROFESSIONAL SURVEYOR No. 38119



- NOTES:**
- 1) STORM SEWERS, SANITARY SEWERS, WATER MAINS AND ROADS MUST BE BUILT.
 - 2) STORM SEWERS, SANITARY SEWERS, WATER MAINS AND ROADS PER PLANS BY DESNE INC. ON FILE WITH MARION TOWNSHIP.
 - 3) LOCATIONS OF ELECTRIC, TELEPHONE, CABLE T.V. AND NATURAL GAS UTILITY LINES WILL BE SHOWN ON FINAL AS-BUILT PLANS.
 - 4) SEE SHEET 13 FOR UNIT AREA, FINISH FLOOR ELEVATIONS AND POINT COORDINATE TABLES.

- LEGEND**
- SANITARY SEWER MANHOLE
 - SANITARY SEWER LINE (8" DIA. TYP.)
 - STORM WATER CONTROL STRUCTURE
 - FLARED END SECTION
 - ⊕ YARD BASIN
 - ⊕ CATCH BASIN
 - ⊕ STORM SEWER MANHOLE
 - STORM DRAIN PIPE (DIA. AS LABELED)
 - ⊕ FIRE HYDRANT
 - ⊗ GATE VALVE WELL
 - WATER MAIN LINE (8" DIA. TYP.)
 - ROAD CURB
 - BOUNDARY LINE
 - COORDINATE POINT
 - GENERAL COMMON ELEMENT
 - LIMITS OF OWNERSHIP

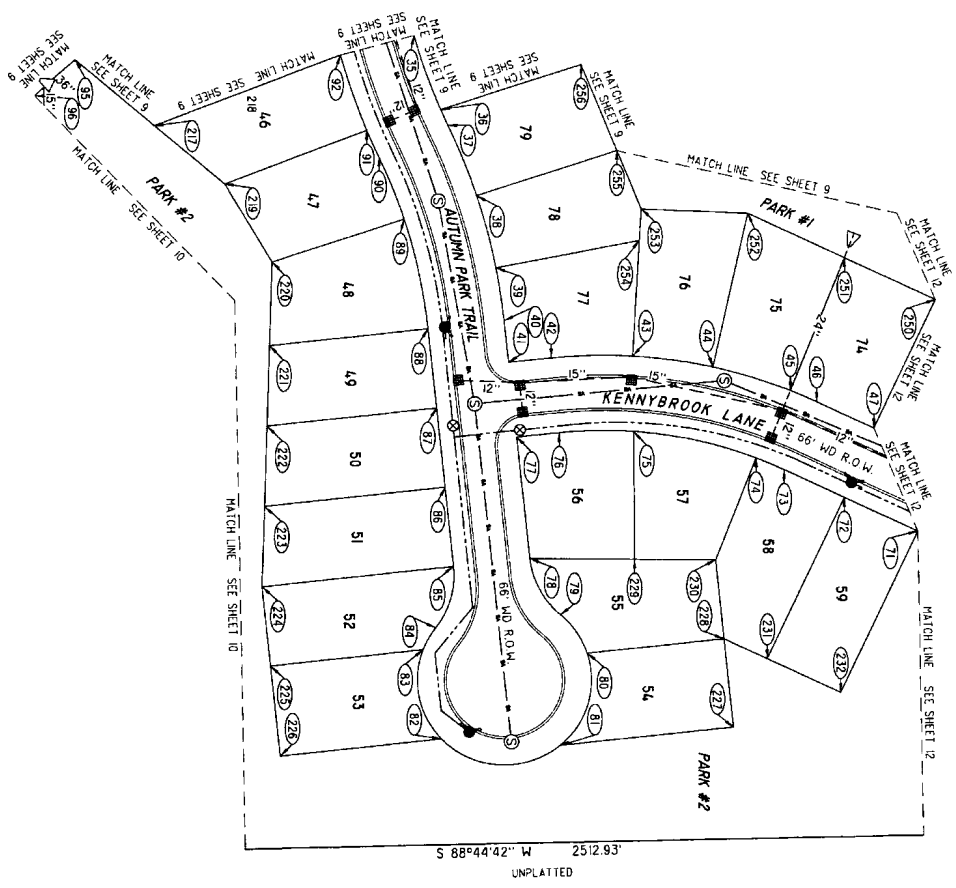
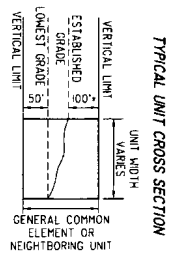


EXHIBIT 'B' TO THE MASTER DEED OF
MARION CREEK
 A PART OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 2
 TOWN 2 NORTH, RANGE 4 EAST
 MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

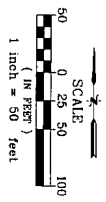
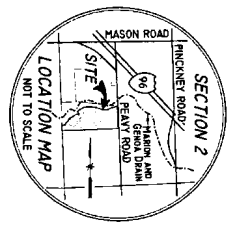
SITE & UTILITY PLAN

DEVELOPER
 BLUE SOUTH SURRODGE, LLC
 A MICHIGAN LIMITED LIABILITY COMPANY
 32400 TELEGRAPH ROAD, SUITE 100
 BINGHAM FARMS, MICHIGAN 48025



PROFESSIONAL SEAL
 MARIUSZ L. LUKONICZ
 PROFESSIONAL SURVEYOR No. 38119
 OCTOBER 18, 2017
 PROPOSED DATED
 JOB No. L-11-02-182570
 MCC-SITE UTIL
 SHEET 11

DESIGNER
 (410) 227-0833
 CIVIL ENGINEERS
 LAND SURVEYORS
 2183 PLEAS DRIVE
 BRIGHTON, MICHIGAN 48114



- NOTES:**
- 1) STORM SEWERS, SANITARY SEWERS, WATER MAINS AND ROADS MUST BE BUILT.
 - 2) STORM SEWERS, SANITARY SEWERS, WATER MAINS AND ROADS PER PLANS BY DESNE INC. ON FILE WITH MARION TOWNSHIP.
 - 3) LOCATIONS OF ELECTRIC, TELEPHONE, CABLE T.V. AND NATURAL GAS UTILITY LINES WILL BE SHOWN ON FINAL AS-BUILT PLANS.
 - 4) SEE SHEET 13 FOR UNIT AREA, FINISH FLOOR ELEVATIONS AND POINT COORDINATE TABLES.

- LEGEND**
- SANITARY SEWER MANHOLE
 - SANITARY SEWER LINE (8" DIA. TYP)
 - STORM WATER CONTROL STRUCTURE
 - ▽ FLARED END SECTION
 - YARD BASIN
 - CATCH BASIN
 - ⊙ STORM SEWER MANHOLE
 - STORM DRAIN PIPE (DIA. AS LABELED)
 - ⚡ FIRE HYDRANT
 - ⊗ GATE VALVE WELL
 - WATER MAIN LINE (8" DIA. TYP)
 - ROAD CURB
 - BOUNDARY LINE
 - COORDINATE POINT
 - ▭ GENERAL COMMON ELEMENT
 - ▭ LIMITS OF OWNERSHIP

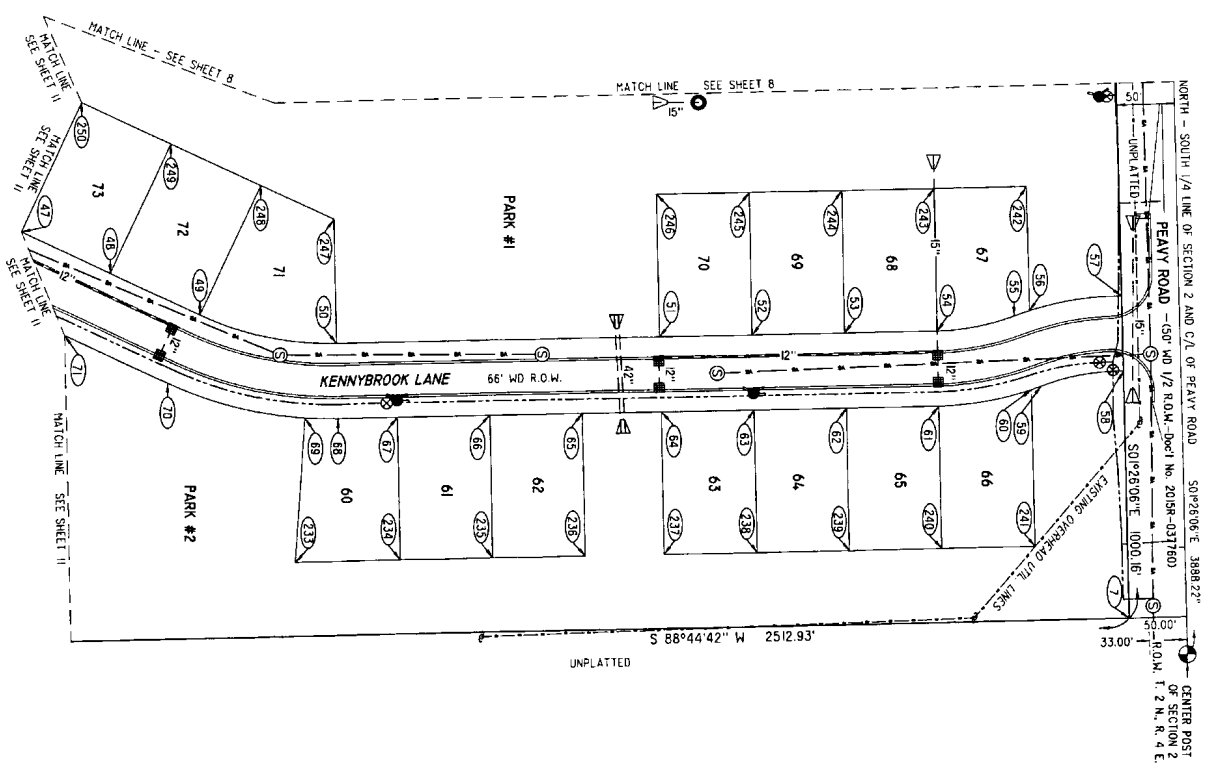


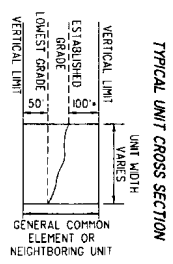
EXHIBIT 'B' TO THE MASTER DEED OF

MARION CREEK

A PART OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 2
TOWN 2 NORTH, RANGE 4 EAST
MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

SITE & UTILITY PLAN

DEVELOPER
BLUE SOUTH SWANDEE, LLC,
 A MICHIGAN LIMITED LIABILITY COMPANY
 13400 TELEGRAPH ROAD, SUITE 100
 BINGHAM FARMS, MICHIGAN 48025



(*) = REFER TO MARION TWP ZONING ORDINANCE FOR ALLOWABLE STRUCTURE HEIGHT.

DESNE INC.
 (847) 227-0833
 CIVIL ENGINEERS
 LAND SURVEYORS
 2183 PLESS DRIVE
 BRIGHTON, MICHIGAN 48114

MARJEST L. LUKONICZ
 PROFESSIONAL SURVEYOR No. 38119

OCTOBER 18, 2017
 PROPOSED DATED
 JOB No. 1-11-02-152570
 MCC-SITE UTIL
 SHEET 12





EXHIBIT "B" TO THE MASTER DEED OF
MARION CREEK
 A PART OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 2
 TOWN 2 NORTH, RANGE 4 EAST
 MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

DEVELOPER
 BLUE SOUTH SUNDRIDGE, LLC
 A MICHIGAN LIMITED LIABILITY COMPANY
 35400 TELEGRAPH ROAD, SUITE 100
 BIRCHAM FARMS, MICHIGAN 48025

TABLES SHEET

No.	COORDINATE POINTS NORTHING EASTING	No.	COORDINATE POINTS NORTHING EASTING	No.	COORDINATE POINTS NORTHING EASTING	No.	COORDINATE POINTS NORTHING EASTING	UNIT SQUARE FOOTAGE	LOWEST BUILDING OPENING ELEVATION	UNIT SQUARE FOOTAGE	LOWEST BUILDING OPENING ELEVATION	No.	LENGTH	RADIUS	CURVE TABLE DELTA	BEARING	DISTANCE
1	6517.75	70	7438.96	130	6081.41	208	6882.93	13,510	900	11,109	902	1	72.11	197.00	210°44'	S79°56'23"W	72.28'
2	6517.75	71	7438.96	131	6081.41	209	6882.93	9,997	900	11,109	902	2	80.56	283.00	18°43'42"	S78°52'51"W	90.11'
3	6517.75	72	7438.96	132	6081.41	210	6882.93	11,297	902	10,668	904	3	152.31'	333.00	28°12'24"	N78°08'08"W	160.98'
4	6517.75	73	7438.96	133	6081.41	211	6882.93	11,021	902	11,338	904	4	189.51'	367.00	31°08'53"	N80°37'21"W	187.07'
5	6517.75	74	7438.96	134	6081.41	212	6882.93	10,638	902	10,638	902	5	57.52'	75.00	43°58'44"	S83°48'13"W	58.12'
6	6517.75	75	7438.96	135	6081.41	213	6882.93	11,216	902	10,638	904	6	350.57'	75.00	28°53'28"	S83°48'13"W	368.12'
7	6517.75	76	7438.96	136	6081.41	214	6882.93	8,100	904	11,058	910	7	187.25'	467.00	19°27'01"	N15°51'38"W	198.01'
8	6517.75	77	7438.96	137	6081.41	215	6882.93	6,882.93	902	10,625.00	900	8	96.14'	533.00	10°20'05"	S58°46'19"W	98.01'
9	6517.75	78	7438.96	138	6081.41	216	6882.93	6,882.93	902	10,625.00	900	9	278.56'	617.00	25°20'05"	S54°58'33"E	278.20'
10	6517.75	79	7438.96	139	6081.41	217	6882.93	9,375	900	11,334	908	10	96.14'	533.00	38°18'19"	S24°58'33"E	218.50'
11	6517.75	80	7438.96	140	6081.41	218	6882.93	8,100	902	10,625.00	900	11	222.63'	333.00	42°37'23"	S27°08'05"E	54.52'
12	6517.75	81	7438.96	141	6081.41	219	6882.93	9,421.88	900	10,625.00	900	12	55.78'	75.00	26°49'37"	N18°02'08"E	58.40'
13	6517.75	82	7438.96	142	6081.41	220	6882.93	8,100	902	10,625.00	900	13	350.57'	75.00	48°39'23"	N18°02'08"E	368.79'
14	6517.75	83	7438.96	143	6081.41	221	6882.93	10,625.00	902	10,625.00	910	14	61.07'	75.00	58°11'10"	N23°42'08"W	58.40'
15	6517.75	84	7438.96	144	6081.41	222	6882.93	10,625.00	902	10,625.00	910	15	147.87'	75.00	43°58'44"	S15°08'14"W	158.12'
16	6517.75	85	7438.96	145	6081.41	223	6882.93	10,625.00	902	10,625.00	900	16	57.52'	75.00	28°53'28"	S15°08'14"W	58.12'
17	6517.75	86	7438.96	146	6081.41	224	6882.93	10,625.00	902	10,625.00	900	17	57.52'	75.00	28°53'28"	S15°08'14"W	58.12'
18	6517.75	87	7438.96	147	6081.41	225	6882.93	10,625.00	902	10,625.00	900	18	147.87'	75.00	43°58'44"	S15°08'14"W	158.12'
19	6517.75	88	7438.96	148	6081.41	226	6882.93	10,625.00	902	10,625.00	900	19	57.52'	75.00	28°53'28"	S15°08'14"W	58.12'
20	6517.75	89	7438.96	149	6081.41	227	6882.93	10,625.00	902	10,625.00	900	20	157.96'	103.00	75°00'	N59°04'58"E	157.81'
21	6517.75	90	7438.96	150	6081.41	228	6882.93	10,625.00	902	10,625.00	900	21	691.98'	883.00	55°31'27"	N73°38'01"E	638.28'
22	6517.75	91	7438.96	151	6081.41	229	6882.93	10,625.00	902	10,625.00	900	22	111.41'	317.00	9°20'47"	S78°48'58"E	118.17'
23	6517.75	92	7438.96	152	6081.41	230	6882.93	10,625.00	902	10,625.00	900	23	165.53'	317.00	21°08'55"	S78°48'58"E	165.17'
24	6517.75	93	7438.96	153	6081.41	231	6882.93	10,625.00	902	10,625.00	900	24	165.53'	317.00	21°08'55"	S78°48'58"E	165.17'
25	6517.75	94	7438.96	154	6081.41	232	6882.93	10,625.00	902	10,625.00	900	25	165.53'	317.00	21°08'55"	S78°48'58"E	165.17'
26	6517.75	95	7438.96	155	6081.41	233	6882.93	10,625.00	902	10,625.00	900	26	165.53'	317.00	21°08'55"	S78°48'58"E	165.17'
27	6517.75	96	7438.96	156	6081.41	234	6882.93	10,625.00	902	10,625.00	900	27	165.53'	317.00	21°08'55"	S78°48'58"E	165.17'
28	6517.75	97	7438.96	157	6081.41	235	6882.93	10,625.00	902	10,625.00	900	28	165.53'	317.00	21°08'55"	S78°48'58"E	165.17'
29	6517.75	98	7438.96	158	6081.41	236	6882.93	10,625.00	902	10,625.00	900	29	165.53'	317.00	21°08'55"	S78°48'58"E	165.17'
30	6517.75	99	7438.96	159	6081.41	237	6882.93	10,625.00	902	10,625.00	900	30	165.53'	317.00	21°08'55"	S78°48'58"E	165.17'
31	6517.75	100	7438.96	160	6081.41	238	6882.93	10,625.00	902	10,625.00	900	31	165.53'	317.00	21°08'55"	S78°48'58"E	165.17'
32	6517.75	101	7438.96	161	6081.41	239	6882.93	10,625.00	902	10,625.00	900	32	165.53'	317.00	21°08'55"	S78°48'58"E	165.17'
33	6517.75	102	7438.96	162	6081.41	240	6882.93	10,625.00	902	10,625.00	900	33	165.53'	317.00	21°08'55"	S78°48'58"E	165.17'
34	6517.75	103	7438.96	163	6081.41	241	6882.93	10,625.00	902	10,625.00	900	34	165.53'	317.00	21°08'55"	S78°48'58"E	165.17'
35	6517.75	104	7438.96	164	6081.41	242	6882.93	10,625.00	902	10,625.00	900	35	165.53'	317.00	21°08'55"	S78°48'58"E	165.17'
36	6517.75	105	7438.96	165	6081.41	243	6882.93	10,625.00	902	10,625.00	900	36	165.53'	317.00	21°08'55"	S78°48'58"E	165.17'
37	6517.75	106	7438.96	166	6081.41	244	6882.93	10,625.00	902	10,625.00	900	37	165.53'	317.00	21°08'55"	S78°48'58"E	165.17'

(810) 227-9833
 LAND SURVEYORS
 2183 PLEAS DRIVE
 BRIGHTON, MICHIGAN 48114
 OCTOBER 18, 2017
 PROPOSED DATED
 JOB No. 1-11-02-152370
 M-C-L-13
 SHEET 13
 MARCUS L. LUKOWICZ
 PROFESSIONAL SURVEYOR No. 38119

