

RECORDED

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NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

MASTER DEED
MARION MEADOWS SITE CONDOMINIUM
CONDOMINIUM PLAN NO. 209

LIVINGSTON COUNTY TREASURER'S CERTIFICATE
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.

11-27-00 *Dianne H. Hardy*
Dianne H. Hardy, Treasurer
Sec. 185 Act 266, 1838 as Amended
Taxes not examined

HOMESTEAD DENIALS NOT EXAMINED

161/2

THIS MASTER DEED is made and executed on this 30 TH day of October, 2000 by Zlatko Blazevski and Susan D. Blazevski, his wife, hereinafter referred to as "Developer", whose address is 2088 Pinckney Road, Howell, Michigan 48843, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

W I T N E S S E T H:

WHEREAS, the Developer desires by recording this MASTER DEED, together with the 'BYLAWS' attached hereto as Exhibit "A", the "CONDOMINIUM SUBDIVISION PLAN" attached hereto as Exhibit "B", "THE OVERALL CONDOMINIUM PROJECT and PARCELS 1-6 DRAWING" attached hereto as Exhibit "C", the "DECLARATIONS OF COVENANTS, CONDITIONS AND BUILDING AND USE RESTRICTIONS FOR 'MARION MEADOWS' - MARION TOWNSHIP" Attached hereto as Exhibit "D" and the AMENDMENTS THERETO attached as Exhibit "E" (which are hereby incorporated by reference and made a part hereof) , to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish MARION MEADOWS SITE CONDOMINIUM as a Condominium under the Act and. does declare that MARION MEADOWS SITE CONDOMINIUM (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other matter utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed, Bylaws and the Exhibits attached hereto, 'AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS, AND BUILDING AND USE RESTRICTIONS FOR "'MARION MEADOWS" referred to as Exhibit "E" and any previously recorded covenants all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

10-11-400-033 cml
10-11-400-032 cml
10-11-401-013 cml

ARTICLE I
TITLE AND NATURE

The Condominium shall be known as MARION MEADOWS SITE CONDOMINIUM, Livingston County Condominium Subdivision Plan No. 209. The units contained in the Condominium, including the number, boundaries, dimensions and area of each unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each individual unit has been created for residential purposes. Each unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his Unit and shall have an undivided and inseparable interest with the other Co-owners in the Common Elements of the Condominium and shall share with the other Co-owners the Common Elements of the Condominium as provided in this Master Deed. The provisions of this Master Deed, including, but without limitation, the purposes of the Condominium, shall not be construed to give rise to any warranty or representation, express or implied, as to the composition or physical condition of the Condominium, other than that which is expressly provided herein.

ARTICLE II
LEGAL DESCRIPTION

The land which is submitted to the Condominium established by this Master Deed is described as follows: A Part of the Southeast 1/4 of Section 11, T2N-R4E, Marion Township, Livingston County, Michigan described as follows: Commencing at the East 1/4 corner of said Section 11, thence along the East line of said Section 11, and the centerline of Pinckney Road, S 00 degrees 56' 15" E 331.00 feet to the Point of Beginning off the Parcel to be described; thence continuing along the centerline of Pinckney Road and section line S 00 degrees 56' 15" E, 66.01 feet; thence along the Southerly right of way of a 66 foot wide easement for ingress, egress and public utilities N 89 degrees 47' 15" W, 697.00 feet; thence continuing along said easement Northwesterly 111.04 feet along an arc right having a radius of 263.00 feet, a delta of 24 degrees 11' 28", and a long chord bearing of N 73 degrees 00' 36" W, 109.91 feet; thence along an arc left 219.47 feet, having a radius of 227.00 feet, a delta of 55 degrees 23' 41" and a long chord bearing of N 88 degrees 06' 16" W, 211.02 feet; thence S 11 degrees 41' 58" E, 310.53 feet, thence S 89 degrees 57' 45" W, 35.58 feet; thence S 01 degree 49' 15" E, 328.00 feet; thence along the Northerly boundary of Maple Grove Subdivision No.1, as duly laid out platted and recorded in Liber 12 of Plats, Page 18, Livingston County Records, West 330.0 feet; thence South 50.00 feet along the West boundary of said subdivision; thence West 155.00 feet along the Northerly boundary of 'Maple Grove Subdivision No.2, as duly laid out, platted and recorded in Liber 13 of Plats, page 23, Livingston County Records to the East line of Outlot "A" of said subdivision; thence South 200.00 feet, thence Southeasterly 47.12 feet along an arc left having a radius of 30.00 feet, a delta of 90 degrees 00' 00" and a long chord bearing of S 45 degrees 00' 00" E 42.43 feet;

thence along the North line of Keddle road, West 126.00 feet; thence Northeasterly along an arc left having a radius of 30.00 feet, a delta of 90 degrees 00' 00" and a long chord bearing of N 45 degrees 00' 00" E 42.43 feet; thence along the West line of outlot "A" North 200.00 feet; thence West along the Northerly boundary of "Maple Grove Subdivision No. 2" as duly laid out and platted and recorded in Liber 13 of plats, page 23, Livingston County Records 374.56 feet; thence N 01 degree 13' 00" W, 805.69 feet; thence S 49 degrees 36' 45" E, 78.48 feet; thence S 75 degrees 24' 41" E, 87.07 feet; thence N 83 degrees 58' 45" E, 129.37 feet; thence S 35 degrees 40' 53" E, 475.14 feet; thence Northeasterly along an arc left 66.13 feet, having a radius of 317.00 feet, delta of 11 degrees 57' 03", a long chord bearing of N 55 degrees 14' 52" E, 66.00 feet; thence N 35 degrees 40' 53" W, 319.74 feet; thence N 28 degrees 02' 33" E, 146.21 feet; thence N 43 degrees 43' 40" E, 155.79 feet; thence N 37 degrees 27' 13" W, 179.89 feet; thence S 89 degrees 47' 15" E, 766.77 feet; thence S 00 degrees 56' 15" E, 330.67 feet; thence S 89 degrees 47' 15" E, 660.00 feet along the Northerly right of way of aforementioned 66-foot wide easement to the Point of Beginning, containing 21.47 acres more or less.

ARTICLE III
DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and limitation, the rules and regulations of MARION MEADOWS CONDOMINIUM HOMEOWNERS ASSOCIATION, a Michigan Nonprofit Corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in MARION MEADOWS SITE CONDOMINIUM as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. Act. "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Association. "Association" means MARION MEADOWS CONDOMINIUM HOMEOWNERS ASSOCIATION, which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

Section 3. Board of Directors or Board. "Board of Directors" or "Board" means the Board of Directors of MARION MEADOWS CONDOMINIUM HOMEOWNERS ASSOCIATION, a Michigan nonprofit corporation organized to manage, maintain and administer the Condominium.

Section 4. Bylaws. "Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-

owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the Corporate Bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 5. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 6. Condominium Documents. "Condominium Documents: wherever used means and includes this Master Deed and Exhibits "A" and "B" attached hereto, and rules and regulations, if any, of the Association as all of the same may be amended from time to time.

Section 7. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to MARION MEADOWS SITE CONDOMINIUM as described in the Master Deed or amendment or amendments to the Master Deed.

Section 8. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means MARION MEADOWS SITE CONDOMINIUM as a Condominium established in conformity with the provisions of the Act.

Section 9. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" hereto.

Section 10. Co-owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof owning one or more Units in the Condominium, and shall include a land contract vendee. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 11. Development and Sales Period. "Development and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit, which it offers for sale.

Section 12. Developer. "Developer" means Zlatko Blazevski and Susan D. Blazevski, his wife, who have made and executed this Master Deed, and their successors and assigns. The successors and assigns of Developer shall always be deemed to be included within the term "Developer" whenever such term is used in the Condominium Documents.

Section 13. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-Developer Co-owners are permitted to vote for the election of all directors and upon all other matters which may properly be brought before the meeting. Such meeting is to be held in accordance with Article IX, Section 2 of the Bylaws.

Section 14. Township. Township means the Township of Marion, a general law township.

Section 15. Transitional Control Date "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible owners unaffiliated with the Developer.

Section 16. Unit or Condominium Unit "Unit" or "Condominium Unit" each mean a single Unit in MARION MEADOWS SITE CONDOMINIUM and shall have the same meaning as the term "Condominium Unit" as defined in the Act. The land, structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their 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. Each Unit shall be co-extensive with an entire residential lot/unit within the meaning of the Township ordinances and shall extend beyond its related building envelope to the full of its perimeter unit lines as depicted on the Condominium Subdivision Plan.

Other terms which may be utilized in the Condominium Documents and which are not defined herein-above shall have the meanings as provided in the Act.

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

ARTICLE IV
COMMON ELEMENTS

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

Section 1. General Common Elements. The General Common Elements are:

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

(b) Electrical The electrical transmission system throughout the Project up to the point of lateral connection for Unit service.

(c) Gas. The natural gas main distribution system throughout the Project up to the point of lateral connection for Unit service.

(d) Land. The land described in Article II hereof, and other common areas, not identified as Limited Common Elements, when included as a part of the Condominium, but excluding that portion designated on the Condominium Subdivision Plan as the Condominium Units

(e) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep, appearance, utility or safety of the Project. Developer also reserves the right, in its discretion, to install signs, and other signage at any location or locations as Developer deems appropriate within the General Common Elements and road right-of-way.

(f) Road. The project road and cul-de-sac (including both the paved areas and the adjoining right-of-way) known as Marion Meadows Drive together with the entrance area depicted on the Condominium Subdivision Plan.

(g) Storm Water Drainage System The Storm Water Drainage System including the Storm Water Retention Areas and other drainage areas and apparatus depicted as such on the Condominium Subdivision Plan.

(h) Telecommunications The telecommunications system and cable television systems, if and when they may be installed, up to the point of ancillary connection for Unit service.

(i) Telephone. The telephone system throughout the Project up to the point of the ancillary connection for Unit service.

Some or all of the utility lines, systems and equipment and the telecommunications system, if and when constructed, described above may be owned by a local public authority, governmental body, or by the company that is providing the 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 2. Limited Common Elements. The Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner or Co-owners of the Unit or Units, which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

(a) Driveways. Driveways serving the residence constructed within the Unit or Units, to the extent located outside the boundaries of the Condominium Unit.

(b) Utility Services. The pipes, ducts, wiring and conduits supplying electricity, natural gas, telephone, television and/or other utility service to a Unit, from the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service.

(c) Miscellaneous. Any improvements constructed by the Developer and designated Limited Common Elements appurtenant to a particular Unit or Units in the Master Deed or in an amendment to the Master Deed made by Developer.

Section 3. Responsibilities for Maintenance. Decoration. Repair and Replacement.

(a) Association Responsibilities. The costs of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary. The Association shall maintain all Common Elements requiring periodic maintenance in a neat, clean, and first-class condition in keeping with their basic nature. Additional maintenance assessments may be levied against the Units for expenses of maintenance required by the Association. Standards for maintenance may be established by the Association through its Board of Directors. The Association shall not be responsible, in the first instance, for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the Condominium Units. The Association, acting through its Board of Directors, may undertake such other regularly recurring, reasonably uniform, periodic exterior maintenance functions within any Unit boundaries as it may deem appropriate and as the affected Co-owners may agree (including, without limitation, lawn mowing, snow removal and tree trimming). Nothing herein contained, however, shall compel the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established in the Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

(b) Co-owner Responsibility Each Co-owner shall be responsible for the maintenance, decoration, repair and replacement of the following:

- i. Each Co-owner shall be responsible for decorating, maintaining, repairing or replacing each and every part of his/her Unit, together with all improvements thereon, along with any portion of the yard of the Co-owner which that is located within the right of way of any road, except those portions of any easement or right-of-way situated within the Condominium which exists primarily for the benefit of persons other than Co-owners. The exterior appearance of the buildings constructed within the units to the extent visible from any other dwelling within a unit shall be subject to the approval of the Association and to reasonable aesthetic and maintenance standards prescribed by the association in duly adopted rules and regulations. Failure of any Co-owner to adhere to maintenance and aesthetic standards shall entitle the association to enter upon such Co-owner's unit and to perform necessary maintenance, repair or replacement.

- ii. All costs of installation and subsequent operation of water wells, natural gas, electricity, telephone, cable television, and private on-site waste water disposal system shall be borne by the Co-owner of the unit to which such services are furnished. All utility laterals and leads shall be installed, maintained, repaired and replaced at the expense of the Co-owner whose unit they service.
- iii. All costs of initial installation and subsequent maintenance, repair and replacement of the wells, and the on-site sanitary disposal system located within each unit shall be separately borne by the Co-owner of each unit to which they are appurtenant. Each Co-owner shall obtain permits from the Livingston County Health Department for the installation or repair of on-site sewage disposal systems prior to the construction or repair of the systems.

(c) Co-owner Negligence or Fault. If the Association determines in its sole discretion that maintenance, repair, decoration or replacement is required as a result of the failure of the Co-owner to perform his/her responsibility as set forth in (b) above, or is a result of the negligence, fault or improper conduct of a Co-Owner, the Association may proceed to perform the required. The cost of any such maintenance, repair, or replacement performed by the Association shall be paid by the Co-Owner and added to his/her monthly Association assessment, if necessary. Failure of the Co-owner to pay the charges incurred by the Association shall entitle the Association to proceed with all remedies set forth in Article II of the Condominium Bylaws.

(d) Retention Basins and Storm Water Drainage System. The costs of maintenance, repair and replacement of the storm water drainage retention areas and storm water drainage system shall be the responsibility of the Association of Co-owners.

(e) Public Utilities. Public utilities furnishing services such as natural gas, electricity, cable television, telecommunications and telephone to the Condominium shall have access to the Common Elements and Condominium Units as may be reasonable for the reconstruction, repair or maintenance of such services and associated costs incurred to reconstruct, repair or maintain such service shall be borne by the individual Co-owners and/or by the Association, as the case may be.

Section 4. Use Of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner that will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his/her Unit or the Common Elements.

ARTICLE V
UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in the Condominium Subdivision Plan of MARION MEADOWS SITE CONDOMINIUM, which is attached hereto as Exhibit "B". There are seventeen (17) Units created for residential use in the Condominium Project established by this Master Deed. Each Unit shall consist of the space (land area) located within horizontal and vertical Unit boundaries as delineated on Exhibit "B" hereto together with all appurtenances thereto.

Section 2. Percentage of Value. The total value of the Project is 100%. The determination of the percentages of value was made after reviewing the comparative characteristics of each Unit in the Project that would affect maintenance costs and concluding that there are no material differences. The percentage of value assigned to each Unit shall be determinative of each Co-Owner's respective share of the General Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners Accordingly, the percentage of value assigned to each of the seventeen (17) single family residential Units shall be equal.

Section 3. Modification of Units and Common Elements by Developer. The size, location, nature, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units described in Exhibit "B", as same may, with the permission of Marion Township, be modified, revised or amended from time to time, in Developer's sole discretion, by amendment to this Master Deed effected solely by the Developer and its successors without the consent of any other person, so long as such modifications do not unreasonably impair or diminish the appearance of the Condominium or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer or its successors and assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 4. Relocation of Boundaries of Adjoining Units by Co-Owners. Boundaries between adjoining Condominium Units may be relocated at the request of the Co-owners of such adjoining Condominium Units and upon approval of the affected mortgagees of the affected Units and the Township. Upon written application of the Co-owners of the adjoining Condominium Units, and upon the approval of said affected mortgagees and

the Township, the Board of Directors of the Association shall forthwith prepare and execute an amendment to the Master Deed duly relocating the boundaries pursuant to the Condominium Documents and the Act. Such an amendment to the Master Deed shall identify the Condominium Units involved and shall state that the boundaries between those Condominium Units are being relocated by agreement of the Co-owners thereof and such amendments shall contain the conveyance between those Co-owners. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment of this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint the Association, through its Board of Directors, as agent and attorney for the purpose of execution of such amendment to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. The amendment shall be delivered to the Co-owners of the Condominium Units involved upon payment by them of all reasonable costs for the preparation thereof.

ARTICLE VI
EASEMENTS

Section 1. Association Easements over Condominium Units. There shall be easements to and in favor of the Association, and its officers, directors, agents and designees, in, on and over all Units and Common Elements in the Project, for access to the Units and the exterior of each of the residential dwellings that are constructed within the Project to permit the maintenance, decoration, repair and replacement thereof in accordance with the terms hereof. The individual Co-owners are responsible for the maintenance, repair and replacement of all structural elements contained within their respective Unit boundaries, including driveways, and for lawn mowing and maintenance of landscaping. In the event that a Co-owner fails or neglects to maintain the exterior structural components of the Co-owner's Unit, including the driveway, in an aesthetic and/or harmonious manner as may from time to time be established by the Association in duly adopted regulations passed by the Board of Directors pursuant to its authority set forth in Article XI the Bylaws (Exhibit "A" hereto), or fails to mow the lawn or otherwise maintain the landscaping within the Unit boundaries, the Association shall be entitled to perform such maintenance to the Unit and/or landscaping and to assess the Co-owner the costs thereof and to collect such costs as part of the assessments. There also shall exist easements in favor of the Association, and its officers, directors, agents and designees, in, on and over all Units and Common Elements of the Project for access to and for maintenance of those Common Elements of the Project for which the Association may from time to time be responsible. The Association shall in no event be obligated to repair any dwelling or other improvement located within or appurtenant to a Unit as a Limited Common Element to the extent repair is necessitated on account of an

occurrence with respect to which a Co-owner is required under the Condominium Documents to maintain insurance coverage, nor shall the Association be obligated to make any capital expenditures of any type whatsoever with respect to such dwellings or improvements or to perform any maintenance or repairs thereon.

Section 2. Easements for Utilities. Reservation of Right to Grant Easements for Utilities Various utility installations exist within the Condominium and the Units and are depicted on the Condominium Subdivision Plan. By recording of this Master Deed perpetual utility easements, as depicted on Exhibit "B", are hereby dedicated and created in favor of all Units and the Owners thereof for the continued existence, maintenance, repair and replacement of such utilities, whether located above or below ground.

The Developer reserves, at any time during the development and sales period, the right to grant easements for utilities over, under and across the Condominium and all Units and Common Elements therein to appropriate governmental bodies or public utility companies and transfer title of components of any utility system constructed by Developer to governmental bodies or to utility companies. Such easement or transfer of title shall be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an amendment to this Master Deed and that shall be recorded in the Livingston County Records and by other written memoranda evidencing conveyance of personal property, as legally permissible. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be made to effectuate the foregoing grant of easement and to such transfer of title of the components of the utility system.

Section 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 First Annual Meeting), shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under, and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired.

Section 4. Association and Developer Easements for Maintenance. Repair and Replacement. The Developer, the Association, and all public or private utilities including Marion Township and other governmental entities to whom its rights are assigned shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of construction, maintenance, repair, decoration, replacement or upkeep which they, or any of them, are required or permitted to perform under the law, the Condominium Documents, the Bylaws or to respond to any

emergency or common need of the Condominium. The Developer, the Association and the entities supplying utilities shall not be liable to the owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his/her installment of the annual assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action and foreclosure of the lien securing payment.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development 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, utility agreements right-of-way agreements, access 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 and similar services (collectively "Telecommunications") to the Units. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any Federal, State or local law or ordinance. Any and all sums paid by the Telecommunications or any other company or entity in connection with such service, including fees if any, for the privilege of installing same, or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6. Easements for Storm Water Drainage. Storm Water Retention Areas and Storm Water Drainage System. There shall exist easements over all Units for purposes of providing storm water drainage and retention areas, access and maintenance as designated on the Condominium Subdivision Plan.

There shall exist, for the benefit of all units, an easement over, under and across Units 9 and 10 as depicted on the Exhibit "B" Survey and Utility Plan for storm water flowage and access to the South retention pond. There shall exist for the benefit of all units, an easement over, under and across Units 9 and 10 for storm water retention as depicted on the Exhibit "B" Survey and Utility Plan.

In order to provide assurances that the storm water drainage designed for the Condominium Premises shall remain unimpeded no Co-owner shall in any way disturb the grade or otherwise modify the areas within such easements. Each Co-owner shall, however, be solely responsible for installing, maintaining, repairing and replacing landscaping materials located within any open storm drainage easement areas lying within such Co-owner's Unit except as the same may be disturbed by the actions of the Association or any public agency having jurisdiction in which event the Association or the public agency, as the case may be, shall repair and/or replace any landscaping materials disturbed by their respective activities.

The costs of maintenance, repair and replacement of the Storm Water Retention Areas and the Storm Water Drainage System of the Condominium shall be borne by the Association unless and until a drainage district is formed pursuant to the applicable State of Michigan statutes as made and provided.

Section 7. Easement for Future Public Wastewater Disposal Service and Public Water Supply. There shall exist easements over, under and across the portion of Marion Meadows Drive that is located within the Condominium premises and depicted on Exhibit "B" as Utility Easements in favor of Marion Township, and any governmental body to which its rights herein may be subsequently assigned, for the construction, installation, operation, maintenance, replacement and repair of (a) public sewer mains and appurtenances for wastewater disposal service and (b) public water supply mains and leads. Should the Township or its assigns exercise its easement rights and construct either a water supply system or a wastewater disposal system and the easement premises be disturbed, the Township or its assigns shall be obligated to restore the disturbed premises to a like condition as existed prior to the commencement of the construction, maintenance or repair activities.

Section 8. Emergency Vehicle Access Easement There shall exist for the benefit of Marion Township or other emergency or public service agencies or authorities, an easement over the road in the Condominium for use by the emergency and/or service vehicles of such agencies. The easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school bus and mail or package delivery, and other lawful governmental or private emergency or other reasonable and necessary services to the Condominium Project and Co-owners thereof. This grant of easement shall not be construed as a dedication of the street, road or driveway to the public.

Section 9. Private Road. The Private Road and related improvements as shown on the Condominium Subdivision Plan and/or installed by the Developer or the Association shall be regularly maintained (including, without limitation, snow plowing), replaced, repaired and resurfaced as necessary by the Association. It is the

Association's responsibility to inspect and to perform preventative maintenance of the condominium road on a regular basis in order to maximize the road's useful life and to minimize repair and replacement costs. The road shall be maintained by the Association in such manner as will allow unobstructed access throughout the Condominium. All repairs to the roadway surface, sub-base, potholes, subgrades, curb, gutter and storm drainage system shall conform to the Marion Township private road standards and specifications for construction in effect at the time of the repair. As an absolute minimum standard, road snow plowing by the Association shall take place when accumulated snow measures four (4) inches in depth and snow shall be plowed in such manner that unobstructed access and visibility throughout the Condominium is realized; provided, however, that this provision shall not preclude the board of directors of the Association, in its discretion, from establishing a more stringent standard for the plowing of snow. The storage or stacking of plowed snow along the entrance to individual driveways and at the intersection of Marion Meadows Drive and D-19 shall not impair the clear vision standards of the Livingston County Road Commission and pursuant to the Marion Township Zoning Ordinance regulations.

Neither the Township nor the Board of County Road Commissioners has responsibility for the maintenance and upkeep of the road within the Condominium Subdivision.

If the Association fails to maintain the road in a reasonable state of repair then the Marion Township, pursuant to its ordinances as made and provided, may take action to bring the road up to Livingston County Road Commission Standards and assess the Co-owners for the improvements and an administrative fee in the amount of twenty-five (25%) percent of the total cost.

Co-owners using the road shall refrain from prohibiting, restricting, limiting or in any manner interfering with normal ingress and egress and use by any of the other Co-owners. Normal ingress and egress and use shall include use by family, guests, invitees, vendors, tradesman, delivery persons, and others traveling to or returning from any of the properties and having a need to use the road.

Co-owners shall be subject to "DECLARATION OF EASEMENT AND ROAD MAINTENANCE AGREEMENT" recorded September.3, 1998 at Liber 2419 pages 0909 thru 0917 Livingston County Records as stated below in Section 11.

Section 10. Developer and Association Right to Dedicate a Public Right-of-Way. The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the development and sales period to dedicate to the public a right-of-way over MARION MEADOWS Drive as depicted on Exhibit "B". The Association (upon expiration of the development and sales period and acting through its lawfully constituted Board of Directors) shall be empowered to dedicate to the public the road as depicted on Exhibit "B". Any such right-of-

way dedication shall be evidenced by an appropriate amendment to the Master Deed and to Exhibit "B" hereto, recorded in Livingston County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication and establishment of a county drain and drainage district and to a release of right-of-way. In conjunction therewith, the Developer shall have the right to execute an agreement containing terms necessary for the establishment of a county drain and county drainage district pursuant to Section 433 of Act No. 40 of the Public Acts of 1956, as amended and to release and to grant to the Livingston County Drain Commissioner and the County of Livingston and the State of Michigan a release of right-of-way describing the route and course of the drain.

If a drainage district is established then the cost of improvement, maintenance, repair and replacement of the Storm Water Retention Areas and the Storm Water Drainage System shall be borne by the Marion Meadows Drainage District (to be then formed) who shall assess the Co-owners for the benefit resulting from the work performed by the District. The work and assessment therefore shall be performed pursuant to the Michigan Drain Code.

The road right-of-way area shall be a contractible area as defined in the Michigan Condominium Act.

Section 11. Adjacent Parcels 1 through 6 - Declaration of Easement and Easement Maintenance Agreement. The Developer heretofore on August 23, 1998 by instrument titled "DECLARATION OF EASEMENT AND ROAD MAINTENANCE AGREEMENT" recorded September 3, 1998 at Liber 2419 pages 0909 thru 0919 Livingston County Records, established a 66 foot wide ingress, egress and public utility easement called Marion Meadows Drive. The road shall be constructed by the Developer, hard surfaced with asphalt and constructed in accordance with the Marion Township standards for private roads. Parcels 1-6 located along Marion Meadows Drive as shown on Exhibit "C" attached hereto are not included within the Condominium but are subject to the above described easement maintenance agreement. The applicable requirements of the easement maintenance agreement are hereafter reiterated verbatim and are binding on the Developer and Co-owners of the Units and Parcels 1-6 as shown on Exhibit "C".

(a) Reiteration of recorded agreement:

1 - Definitions - The following definitions apply to the terms used in this agreement unless the context otherwise requires:

a - "Assessment" That portion of the maintenance expenditure assessed or levied against each benefited parcel. The assessment shall be determined by dividing the approved expenditure by the number of existing parcels subject to assessment.

b - "Benefited Parcel" A parcel of land created by division from the parent parcel or other parcels adjacent to the parent parcel, which contains a portion of and/or abuts the private road easement created herein, or has use of the private easement.

c - "Burdened Portion of Benefited Parcel" The portion of a benefited parcel which is subject to the easement rights of the private road created by this instrument.

d - "Capital Expenditure" Any cost or expense necessary to improve or maintain and repair the road easement, the single expenditure of which exceeds \$500.00. Such expenditures include by way of illustration regravelling, paving, repaving and major repair to the easement surface.

e - "Extraordinary Use" -Any use which is not consistent with normal traffic movement. Such uses are by way of illustration the movement of construction equipment, moving vans, commercial trucks, heavy loads, recreational vehicular use, and increased usage not consistent with normal traffic patterns applicable to residential property.

f - "Normal Maintenance Expenditures" Expenditures for maintenance and repair of the private road which cost \$500.00 or less. Normal maintenance Expenditures shall by way of illustration, costs associated with grading, snow removal, regravelling, ditch cleaning, and other repairs necessary to maintain the roadway in a condition necessary for the safe and convenient passage of motor vehicles.

g - "Owner" A person a firm, a corporation, a partnership, an association, a trust, or another legal entity or any combination who is the owner of record of a benefited parcel, including a vendee of a land contract. Owner is synonymous with co-owner.

h - "Parent parcel" The property owned by declarants as described in the recitals portion of this agreement and prior to a division thereof (exhibit A).

2 - Creation of Private Road Easement The declarants hereby create a private road easement to be known as "Enterprise Drive", which easement shall extend from Pinckney Road (D-19) to a temporary t-type turnaround, which is legally described on Exhibit C to the agreement.

AKA "MARION MEADOWS DRIVE"

3 - Use of Private road Easement the owners of the benefited parcels, legally described on Exhibit B hereof, shall use the Private Road Easement only for the purpose of vehicular ingress (including public and emergency vehicles) to any parcel of land entitled to the use thereof, and for the placement of utilities to the benefited parcels of property. A copy of the survey drawing of the benefited parcels and roadway easement is attached as Exhibit D of this agreement. The use of each easement shall be exclusive to the benefited parcels and only for

use by one single -family residence. No owner of a parcel may expand the use of this easement by building additional houses on a benefited parcel, or by subdividing a benefited parcel not owned by the declarant. The burdened portion of a benefited parcel may be used by the owner of the benefited parcel that it crosses for ingress and egress and any other use, which does not interfere with the easement rights of the other benefited parcel owners. The owners of any and all property using the road shall refrain from prohibiting, restricting, limiting or in any manner interfering with normal ingress and egress and use by any of the other owners. Normal ingress and egress and use shall include use by family, guests, invitees, vendors, tradesman, delivery persons, and others bound to or returning from any of the properties and having a need to use the road.

4 - Creation of additional Benefited Parcels Notwithstanding the restriction on further land division contained in paragraph 3 hereof, Declarants reserve unto themselves, their heirs and legal representatives, the right to create any additional number of benefited parcels from the parent parcel or other parcels adjacent to the parent parcel as may be permissible under the Michigan Land Division Act and applicable local ordinances.

5 - Maintenance The private road easement created herein shall be maintained in a good state of repair to a standard not less than that required by Marion Township at the time of the creation of this private road easement.

6 - Maintenance costs The owner or owners of the Benefited Parcels shall share equally in the cost of maintaining the private road known as Marion Meadows Drive. Each owner shall be obligated to pay all assessments levied on his benefited parcel while he owns the benefited parcel.

7 - Assessment Procedure Prior to costs being incurred for "normal maintenance expenditures", as herein defined, a simple majority of the owners of the benefited parcels shall agree on the costs thereof. No "Capital Expenditure" as that term is defined herein, shall be binding on any owner unless and until the same shall have been approved by a 2/3 majority of the owners of all benefited parcels of record at the time the expenditure is approved. The owner(s) of each Benefited Parcel shall be entitled to one(1) vote.

8 - Lien Any maintenance assessment shall constitute a lien against the benefited parcel to which it has been assessed until paid. The lien for any assessment not paid within 60 days from the date the notice of the assessment is mailed to the owner of the benefited parcel may be perfected by filing and recording an affidavit signed by two or more owners of the remaining benefited parcels which are subject to an liable for the expenditure. Such affidavit shall contain the legal description of the parcel to which the lien applies, shall specify whether the expenditure is for normal maintenance or capital

expenditures, the total amount of the expenditure, the date or dates of the expenditures, and the prorata share of the expenditures which applies to the parcel against which the affidavit is filed. A copy of such affidavit shall be sent to the owner(s) of the benefited parcel against which the lien applies.

9 - Township Intervention In the event that the owners of the benefited parcels fail or refuse to maintain the condition of the roadway to the minimum standards required by the Livingston County Road Commission for Public Roads, Marion Township by majority vote of its board of Trustees, may cause the maintenance necessary to bring the private road up to the standards of the Livingston County Road Commission for Public Roads to be performed. The cost expended by Marion Township in maintenance of the private road, together with an administrative fee equal to 25% of the cost expended, shall be assessed against the owners of the parcels on the private road on a prorata basis.

10 Interest in Real Estate The easements described in this document are for the use and benefit of the benefited parcels, shall be an appurtenance to the benefited parcels, shall run with the land and be an interest in realty, and shall bind and benefit the owners and occupiers of the benefited parcels and their transferees, successors, and assigns.

11 - Damage caused by Extraordinary Use The Owner or Owners of each Benefited Parcel shall be separately responsible for the cost of repair of any damage to the easement caused by Extraordinary Use. The owners of a benefited parcel causing damage through extraordinary use shall cause the damages to be repaired. If the owner of the benefited parcel causing the damage fails or refuses to repair the same, the remaining owners of the benefited parcels may cause the repairs to be made after first giving the owner of the benefited parcel causing the damage, fifteen (15) days notice of their intention to effectuate repairs. Any costs expended in making the repairs shall be chargeable to the owner of the benefited parcel who caused the damage, and the land of such owner shall be subject to a lien for the costs expended created in the manner set forth in paragraph 8 of this agreement.

12 - Enforcement of Liens The collection of any lien created by this agreement may be enforced by the owners of any two or more benefited parcels by a suit at law for money damages or by foreclosure of the liens securing payment in the manner provide by statute.

13. Amendment to the easement This easement and maintenance agreement may be amended only by written agreement signed by the owners of not less than 75% of the benefited parcels existing as of the date of the amendment. Any amendment which would change either the easement or the standards of the maintenance required under the terms of this agreement must also have the prior approval of Marion Township. The amending document shall be recorded with the Livingston county Register

of Deeds, and copies of the amended agreement shall be served on all owners of record.

14 - Notices Any notices sent under this easement shall be in writing and shall be sent by first-class mail to the owner of the parcel at the owner's last known mailing address.

15 - Township Indemnification The owners of all property subject to this agreement, by virtue of accepting ownership in property subject to this agreement, agree to indemnify and save harmless the Township of Marion from any causes of action or liability which may be created by reason of the Owner's maintenance and use of the private road. This indemnification provision shall apply only to owners of record of benefited parcels at the time the event giving rise to a cause of action occurs.

16 - Public Funds No public funds of Marion Township or any other governmental agency are to be used to build, repair, or maintain the Private road except as here otherwise stated.

17 - Governing Law This easement shall be governed by and interpreted in accordance with Michigan law. Venue for any action brought under this easement shall lie in Livingston County, Michigan.

(b) The owner or owners of each parcel and unit having rights to use the easement shall share equally with and in the cost of maintaining, repairing and replacing the private road constructed upon the easement premises. Such share of the cost shall be based upon the total number of parcels and units developed, each such parcel or unit paying one share, and subject to the conditions and definitions hereinafter set forth.

(c) The Developer shall, until control of the Marion Meadows Condominium Homeowners Association is turned over to the said Association in accordance with the Master Deed and Bylaws of Marion Meadows Site Condominium, be responsible for determining the necessity for maintenance, repair and replacement of the road to be constructed and the reasonable cost thereof. The costs so expended shall be paid by the Marion Meadows Condominium Homeowners Association and each parcel owner and Co-owner of a condominium unit shall pay to the Marion Meadows Condominium Homeowners Association, their proportionate share of the said costs. After the Developer relinquishes control of the Marion Meadows Homeowners Association then the Association shall be solely responsible for determining the necessity for maintenance, repair and replacement of Marion Meadows Drive and the reasonable cost therefore.

(d) The pro-rata share of the costs incurred for maintenance, repair or replacement of Marion Meadows Drive as described herein shall be a burden upon Parcels 1 through 6 and a lien therefore shall exist for the benefit of the Association against any parcel for which the such costs have not been paid by the owner thereof. Any such lien shall

attach upon the filing and recording of an affidavit by the Marion Meadows Condominium Homeowners Association. Such affidavit shall set forth the description of the parcel or property against which the lien is claimed, the total amount of the expenditure, the portion attributable to such parcel, and the date or dates of such expenditures. A copy of such affidavit shall be sent by the Association to the owner or owners of such parcel against which the lien is claimed by regular mail, with postage prepaid, at the last known address of such owner.

(e) The owner or owners of each parcel or unit shall be separately responsible for the costs, of any damage caused to the easement by such parcel owner or unit owner to extraordinary use. "Extraordinary Use" shall include, but not be limited to, movement of construction equipment, moving vans, commercial trucks, or other heavy loads, movement of recreational vehicles or increased usage not ordinarily consistent with normal traffic. Any costs so expended by the Developer or the Association to repair such damage shall be a burden upon the parcel with a lien enforceable as set forth herein above.

(f) This declaration of easement and easement maintenance agreement shall be recorded with the Livingston County Register of Deeds. Any person or legal entity acquiring an ownership interest in Parcel 1 through 6 or in the Marion Meadows Site Condominium, does by the acquisition of such ownership interest, agree to be obligated to pay for the private road maintenance, repair and replacement according to the terms of this agreement.

(g) The undersigned acknowledges that the Township of Marion does not have any legal responsibility for financial obligation to (i) establish a special assessment district for the maintenance or improvement of the private road to be constructed, or (ii) to collection of any moneys for maintenance or improvement of the private road, or (iii) to maintain the private road.

(h) The owners and successors in interest of Parcels 1 through 6 and the Co-owners of Units in Marion Meadows Site Condominium by accepting a conveyance of an interest in the parcels do hereby release the Township of Marion from any causes of action or liability or loss or damages which may be proximately caused either by maintenance, repair or replacement of the private road or the failure to properly maintain the private road.

(i) The Developer, prior to surrendering control of the Marion Meadows Condominium Homeowners Association to the Co-owners, and the Association after control of the Homeowners Association is relinquished to the Co-owners shall keep and maintain the private road in accordance with the standards required by Marion Township that are in effect at the time of the construction of the private road. Should the private road fall into a state of disrepair the Township may give thirty days notice to the responsible party to perform necessary maintenance to the private road and should the responsible party then fail to perform such

maintenance, the Township may perform maintenance and collect the cost thereof and an administrative fee in the amount of 25% percent of the total cost from the Co-owners of the units and the Parcel owners. The Township shall have a lien against the parcels and site condominium units for such costs incurred and the Township may enforce the lien in the same manner as a real estate tax lien.

(j) Parcel owners and Co-owners using the road shall refrain from prohibiting, restricting, limiting or in any manner interfering with normal ingress and egress and use by any of the other Parcel owners and Co-owners. Normal ingress and egress and use shall include use by family, guests, invitees, vendors, tradesman, delivery persons, and others traveling to or returning from any of the properties and having a need to use the road.

(k) Should the Developer of Marion Meadows Site Condominium or the Association of Co-owners subsequently determine that Marion Meadows Drive should be dedicated to the public then all persons then having an ownership interest in Parcels 1 through 6 consent and agree to the dedication of the road as a public road and further do hereby appoint the Developer as attorney in-fact to execute all documents necessary and convenient to do so including such consents and documents as may be required by the Livingston County Drain Commission to establish a drainage district.

ARTICLE VII AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit "B" to said Master Deed) may be amended with the consent of seventy-five (75%) percent of all of the Co-owners except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified without the consent of the Co-owner and mortgagee of such Unit and the Township nor any the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant and the Township. However, no additional units shall be created that would utilize individual on-site septic disposal systems and/or water wells.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendment shall require the approval of seventy-five (75%) percent of all mortgages of record, allowing one (1) vote for each mortgage held.

Section 3. By Developer. Prior to one (1) year after expiration of the Development and Sales Period described in Article III, Section 11 above, the Developer may, 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" as do not materially affect any rights of any Co-owners or mortgagees in the Condominium, 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 of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages. The foregoing amendments may be made without the consent of the Co-owners or mortgagees. However, no additional units shall be created that would utilize individual on-site sewage disposal and/or water supply systems.

Section 4. Change In Percentage of Value. The value of the vote of any Co-owner and 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 like consent, except as provided in the Master Deed and/or the Bylaws.

Section 5. Termination, Vacation, Revocation and Abandonment. The Condominium may not be terminated, vacated, revoked or abandoned without the written consent of the Developer (during the Development and Sales Period) together with eighty (80%) percent of the non-Developer Co-owners and as otherwise allowed by law.

Section 6. Developer Approval. Article VI and this Article VII shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of construction of residential units on the Condominium Premises. During the time period referenced in the preceding sentence, no other portion of this Master Deed, nor the Bylaws attached hereto as Exhibit "A", nor the Subdivision Plan attached hereto as Exhibit "B" may be amended in any manner so as to materially affect and/or impair the rights of the Developer, unless said amendment has received the prior written consent of the Developer. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefited thereby. Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by the Developer to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate written instrument duly recorded in the Office of the Livingston County Register of Deeds.

ARTICLE VIII
DEVELOPER'S RIGHT TO USE FACILITIES

The Developer, its agents, representatives, employees, successors and assigns may, at all times that Developer continues to own any Units, maintain offices, model Units, parking, storage areas and other facilities within the Condominium Project and engage in such other acts as it deems necessary to facilitate the development and sale of the Project, subject to Township approval. Developer shall have such access to, from and over the Project as may be reasonable to enable the development and sale of Units in the Condominium Project. In connection therewith, Developer shall have full and free access to all Common Elements and unsold Units.

ARTICLE IX
DEVELOPER'S ASSIGNMENT OF RIGHTS

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

IN WITNESS WHEREOF, the undersigned parties have executed this Master Deed on this 30th day of October, 2000.

WITNESSES:

Kenneth E. Tyler
Kenneth E. Tyler
Matthew A. Brady
Matthew A. Brady

DEVELOPER:

Zlatko Blazevski
Zlatko Blazevski
Susan D. Blazevski
Susan D. Blazevski

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this 30th day of October, 2000, by Zlatko Blazevski and Susan D. Blazevski, his wife.

Kenneth E. Tyler
Kenneth E. Tyler - Notary Public
Livingston County, Michigan
My commission expires: 3/7/02

Prepared by and return to Ken Tyler
PO Box 400, Brighton, MI 48116-0400 ✓

EXHIBIT A

BYLAWS OF MARION MEADOWS SITE CONDOMINIUM

ARTICLE I

ASSOCIATION OF CO-OWNERS

MARION MEADOWS SITE CONDOMINIUM, a residential Condominium located in Marion Township, County of Livingston, State of Michigan, shall be administered by an Association of Co-Owners which shall be a nonprofit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, and duly adopted rules and regulations of the Association, and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-Owner, including the Developer, shall be a member of the Association and no other person or entity shall be entitled to membership. The share of a Co-Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium. A Co-Owner selling a Unit shall not be entitled to any refunds whatsoever from the Association with respect to any reserve or other asset of the Association. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Condominium Documents for the Condominium available at reasonable hours to Co-Owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Co-Owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

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

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute expenditures affecting the administration of the Condominium, and all sums received as the proceeds of, or pursuant to, a 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 shall constitute receipts affecting the administration of the Condominium, within the meaning of Section 54(4) of the Act.

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

(a) Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Co-Owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget each Unit Co-Owner shall continue to pay each periodic installment at the periodic rate established for the previous fiscal year until notified of the periodic payment which is due more than ten (10) days after such new annual or adjusted budget is adopted. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular periodic payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a non-cumulative basis. Since the minimum standard required by this Section may prove to be inadequate for this particular Condominium, the Association of Co-Owners should carefully analyze the Condominium to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-Owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-Owner shall not affect the liability of any Co-Owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation, management, maintenance and capital repair of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding One Thousand (\$1,000.00) Dollars, in the aggregate, annually or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional or special assessment or assessments without Co-Owner approval as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-Owner consent, to levy assessment pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Board of Directors to levy general, additional or special assessments pursuant to this subsection shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

(b) Special Assessments. Special assessments, other than those referenced in subsection (a) of this Section 2, may be made by the Board of Directors from time to time and approved by the Co-Owners as hereinafter provided, to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of an aggregate cost exceeding \$1,000.00 per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection 2(a) above which may be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than fifty one (51%) percent of all Co-

Owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

Section 3. Apportionment of Assessments. Default in Payment Unless otherwise provided herein, all assessments levied against the Co-Owners to cover expenses of administration shall be apportioned among and paid by the Co-Owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Any unusual expenses of administration which benefit less than all of the Condominium Units in the Condominium may be specially assessed against the Condominium Unit or Condominium Units so benefited and may be allocated to the benefited Condominium Unit or Units in the proportion which the percentage of value of the benefited Condominium Unit bears to the total percentages of value of all Condominium Units so specially benefited. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by the Co-owners in quarterly or other periodic installments commencing with acceptance of a Deed to, or a land contract purchaser's interest in, a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge in the amount of \$10.00, or such other amount as may be determined by the Board of Directors effective upon fifteen (15) days notice to the members of the Association, shall be assessed automatically by the Association upon any assessment in default until paid in full. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear interest at the rate of seven (7%) percent per annum or such higher rate as may be allowed by law until paid in full. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof. In addition to a Co-owner who is also a land contract seller, the land contract purchaser shall be personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the subject Condominium Unit which are levied up to and including the date upon which the land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied first, to any late charges on such installments; second, to costs of collection and enforcement of payment, including reasonable attorney's fees and finally to installments in default in order of their due dates, earliest to latest.

Section 4. Waiver of use or Abandonment of Unit: Uncompleted Repair Work No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of his Unit, or because of uncompleted repair work, or the failure of the Association to provide service to the Condominium.

Section 5. Enforcement. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments, or both in accordance with the Act. Pursuant to Section 139 of the Act, no Co-owner may assert in answer or set-off to a complaint brought by the Association for nonpayment of assessments the fact that the Association or its agents have not provided the services or management to the Co-owner. Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien 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 default by any Co-owner in the payment of any installment and/or portion of any special assessment levied against his Unit, or any other obligation of a Co-owner which, according to these bylaws, may be assessed and collected from the responsible Co-owner in the manner provided in Article II hereof, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which said delinquency continues) and/or all unpaid portions or installments of the special assessment, if applicable, immediately due and payable. The Association also may discontinue the furnishing of any utility or other services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Condominium, shall not be entitled to vote at any meeting of the Association, and shall not be entitled to run for election as a director or be appointed an officer of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him as provided by the Act.

Section 6. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Condominium which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro-rata share of such assessments or charges resulting from a pro-rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 7. Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the Association assessments, except with respect to completed and occupied Units that it owns. A completed Unit is one with respect to which a Certificate of Occupancy has been issued by Marion Township, or its designee. Certificates of Occupancy may be obtained by the Developer at such times prior to actual occupancy as the Developer, in its discretion, may determine. An occupied Unit is one which is occupied as a residence. The Developer shall independently pay all direct costs of maintaining completed Units for which it is not required to pay Association assessments and shall not be responsible for any payments whatsoever to the Association in connection with such Units. The Developer shall not be responsible at any time for payment of Condominium assessments or payment of any expenses whatsoever with

respect to unbuilt Units notwithstanding the fact that such unbuilt Units may have been included in the Master Deed. The Developer shall, in no event, be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, its directors, officers, principals, affiliates and/or the first Board of Directors of the Association or any directors of the Association appointed by the Developer, or any cost of investigating and preparing such litigation or claim or any similar or related costs.

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

Section 9. Water and Sewer Assessments. The individual Co-owners shall be responsible for the water and/or sewer assessments, if any hereafter levied by any governmental authority against the respective Units in the Condominium.

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

Section 11. Mechanic's Lien. A mechanic's lien otherwise arising under Act No. 479 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 12. Statement as to Unpaid Assessments Pursuant to the provisions of the Act, the purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments thereon, whether regular or special, and related collection costs. Upon written request to the Association, accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire the Unit, the Association shall provide a written statement of such unpaid assessments and related collection costs as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessment as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments together with interest, costs, and attorneys' fees incurred in the collection thereof, and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record. The Association may charge such reasonable amounts for preparation of such a statement as the Association shall, in its discretion, determine.

ARTICLE III ARBITRATION

Section 1. Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners, or between a Co-owner(s) and the Association shall, upon the election

and written consent of the parties to any such disputes, claims or grievances, and written notice to the Association, if applicable, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding; provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration. Any agreement to arbitrate pursuant to the provisions of this Article III, Section 1 shall include an agreement between the parties that the judgment of any Circuit Court of the State of Michigan may be rendered upon any award rendered pursuant to such arbitration.

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

Section 3. Election of Remedies. Election by the parties to any such disputes, claims or grievances to submit such disputes, claims or grievances to arbitration shall preclude such parties from litigating such disputes, claims or grievances to the Courts.

Section 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 the Developer, its agents or assigns, and/or the First Board of Directors of the Association, for any reason, shall be subject to approval by a vote of fifty-one (51%) percent of all Co-owners, and notice of such proposed action must be given in writing to all Co-owners.

ARTICLE IV INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate, given the nature of the General Common Elements of the Project, carry extended coverage, vandalism and malicious mischief and liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion, but in no event less than One Million (\$1,000,000.00) Dollars per occurrence), officers' and directors' liability insurance, and worker's compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the General Common Elements and such insurance shall be carried and administered in accordance with the following provisions:

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

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

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

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

Section 2. Authority of Association to Settle Insurance Claims. Each co-owner, by ownership of a unit in the condominium, 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 General Common Elements of the Condominium Project, thereof with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Document, 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 the accomplishment of the foregoing. Unless the Association obtains coverage for the dwelling within the Unit pursuant to the provisions below, the Association's authority shall not extend to insurance coverage on any dwelling.

Section 3. Responsibilities of Co-owners. Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the dwelling and all other improvements constructed or to be constructed within the perimeter of his or her Condominium Unit and for his or her personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner hereunder. In the event of the failure of a Co-owner to obtain such insurance or to provide evidence thereof to the Association, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with these Bylaws. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his or her Unit and the improvements located thereon, and also for any other personal insurance coverage that the Co-owner wishes to carry. Such insurance shall be carried in

such minimum amounts as may be specified by the Association and such coverage shall not be less than \$1,000,000.00 (and as specified by the Developer during the Development and Sales Period) and each Co-owner shall furnish evidence of such coverage to the Association or the Developer upon request. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section or any liability to any person for failure to do so.

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

Section 5. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which such other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Co-owner's Unit and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Development and Sales Period). This Section shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner, however.

ARTICLE V
RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair In the event any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) General Common Elements. If the damaged property is a General Common Element, the damaged property shall be rebuilt or repaired unless all of the Co-owners and all of the institutional holders of first mortgages on any Unit in the Project unanimously agree to the contrary; provided, however, that this Section shall not affect the right of the Township to require maintenance, repair and replacement of the Private Road, Storm Water Drainage System and Retention/Detention Areas System as set forth in applicable provisions of the Master Deed.

(b) Unit or Improvements Thereon If the damaged property is a Unit or any improvements thereon, the Co-owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such Co-owner shall be responsible for any reconstruction or repair that he or she elects to make. The Co-owner shall in any event remove all debris and restore his Unit and the improvements thereon to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of these Bylaws as soon as reasonably possible following the occurrence of the damage and no later than three months after such occurrence.

Section 2. Repair in Accordance with Master Deed. Any such reconstruction or repair of an improvement within the General Common Elements shall be substantially in accordance with the Master Deed and the original plans and specifications of the improvements unless the co-owners shall

unanimously decide otherwise. Further, any such reconstruction or repair will be subject to any applicable building code requirements and other ordinance requirements of the Township.

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

Section 4. Timely Reconstruction and Repair. If damage to the General Common Elements adversely affects the appearance of the Condominium Project, the Association shall proceed with replacement of the damaged property without delay, and shall complete such replacement within six (6) months after the date of the occurrence which caused damage to the property.

Section 5. Eminent Domain Section 133 of the Act and the following shall control upon any taking by eminent domain:

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

(b) Taking of General Common Elements. If there is any taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than fifty (50%) percent of all of the co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) Continuation of Condominium After Taking. In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article VI of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining co-owners based upon the continuing value of the Condominium of 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 execution or specific approval thereof by any co-owner.

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

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

Section 6. Mortgages Held By FHLMC; Other Institutional Holders. 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 it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000.00 in amount or if damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$1,000.00. The Association shall provide such other reasonable notice as may be required, from time to time, by other institutional holders of mortgages upon Units.

Section 7. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI RESTRICTIONS

In order to provide for congenial occupancy of the Condominium, all of the units in the Condominium shall be held, used and enjoyed subject to "DECLARATION OF COVENANTS, CONDITIONS AND BUILDING AND USE RESTRICTIONS FOR MARION MEADOWS" recorded at Livingston County Register of Deeds, Liber 2509, pages 0515 through 0524, recorded on the 20th day of January, 1999, as amended October 30, 2000 and attached hereto as Exhibit "D".

Section 1. Residential Use. Each Unit in the Condominium shall be occupied by a single family, only, and shall not be used for other than single-family purposes and the Common Elements shall only be used for purposes consistent with those set forth in this Section 1. No Unit shall be used for commercial or business offices. The provisions of this Section shall not be construed to prohibit a Co-owner from maintaining a personal professional library, keeping personal, professional or business records of handling personal business or professional telephone calls in a dwelling constructed upon a Unit.

Section 2. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; 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. No Co-owner shall lease less than the entire Unit in the Condominium and no tenant shall be permitted to occupy except under a written lease, the initial term of which is

at least twelve (12) months, unless specifically approved in writing by the Association. Such written lease shall (i) require the lessee to comply with the Condominium Documents and rules and regulations of the Association, (ii) provide that failure to comply with the Condominium Documents and rules and regulations constitutes a default under the lease, and (iii) provide that the Board of Directors has the power to terminate the lease or to institute an action to evict the tenant and for money damages after fifteen (15) days prior written notice to the Condominium Unit Co-owner, in the event of a default by the tenant in the performance of the lease. The Board of Directors may suggest or require a standard form lease for use by Unit Co-owners. Each Co-owner of a Condominium Unit shall, promptly following the execution of any lease of a Condominium Unit, forward a conformed copy thereof to the Board of Directors. Under no circumstances shall transient tenants be accommodated. For purposes of this Section 3(a), a "transient tenant" is a non Co-owner residing in a Condominium Unit for less than sixty (60) days, who has paid consideration therefor. 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. Tenants and non Co-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases, rental agreements, and occupancy agreements shall so state. The Developer may lease any number of Units in the Condominium in its discretion.

(b) Leasing Procedures. A Co-owner, including the Developer, desiring to rent or lease a Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee of the Unit and, at the same time, shall supply the Association with a copy of the proposed lease for its review for its compliance with the Condominium Documents. If the Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.

(c) Violation of Condominium Documents by Tenants or Non Co-owner Occupants If the Association determines that the tenant or non Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

- i. The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant or non Co-owner occupant.
- ii. The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or non Co-owner occupant or advise the Association that a violation has not occurred.
- iii. If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its own behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this subsection may be by summary proceeding. The Association may hold both the tenant or non Co-owner occupancy and the Co-owner liable for any damages

caused by the Co-owner or tenant or non Co-owner occupant in connection with the Condominium Unit or the Condominium and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

(d) Arrearage in Condominium Assessments. When a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Condominium Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant. The form of lease used by any Co-owner shall explicitly contain the foregoing provisions.

Section 3. Architectural Control. Alterations and Modifications of Units and Common Elements. The Developer of the Project intends that there shall be constructed on each unit a residential dwelling and certain other improvements within the boundaries of each of the Condominium Units in the Project in conjunction with the sale of such Units to individual Co-owners.

(a) Licensed Builder. With prior written consent by the Developer, a Co-owner may engage the services of a licensed builder other than the Developer to construct improvements (including the residential dwelling) within the boundaries of or appurtenant to a Condominium Unit. In such event, Developer shall be entitled to require that such builder or Co-owner furnish to the Association adequate security, in Developer's discretion, to protect the Association against costs and expenses which it might incur in connection with the failure to complete construction in a timely and diligent manner in accordance with the approved plans and specifications for the dwelling and its appurtenances. All plans and specifications for dwellings, their appurtenances and any other improvements or modifications in exterior appearance of Condominium Units shall be submitted to, and approved by, the Architectural Control Committee.

(b) Plan and Specifications Approval. Prior to the First Annual Meeting, the Architectural Control Committee shall consist of the Developer or its designated representatives. After the First Annual Meeting, the Architectural Control Committee shall consist of the Board of Directors of the Association, or its designated representatives; provided, however, that the Developer shall retain the absolute right to reject any proposed plans, specifications, or modifications during the Construction and Sales Period. No one other than Developer shall be entitled to alter the nature or appearance (including color and other exterior appearance) of any improvements constructed within the boundaries of a Condominium Unit or the Limited Common Elements, if any, appurtenant thereto without the prior written consent of the Architectural Control Committee in its absolute discretion. The Co-owner shall be responsible for the maintenance and repair of any such modification or improvement. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association and the Developer harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or improvement.

(c) Landscaping No hedges, trees or substantial plantings or landscaping modifications shall be made, until plans and specifications, acceptable to the Architectural Control Committee, showing the nature, kind, shape, height, material, color, scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Architectural Control Committee, and a copy of said plans and specifications, as finally approved, lodged permanently with the Architectural Control Committee; provided, however, that each Co-owner shall have the right to install plantings and/or landscaping around the foundations of the residential structure within his/her Condominium Unit without the approval of the Architectural Control Committee.

(d) Standards for Construction and Landscape Plan Approval. Construction of any dwelling or other improvement must also receive any necessary approvals from the local public authority. The Architectural Control Committee shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plan which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to construct the same, and the degree of harmony thereof with the Condominium as a whole.

(e) Special Maintenance The Architectural Control Committee may also, in its discretion, require as a condition of approval of any plans, an agreement for special assessment for increased maintenance charges from any Co-owner whose proposed dwelling and appurtenances and related improvements will cause the Association abnormal expenses in carrying out its responsibilities with respect thereto under the Master Deed. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

(f) Greenbelt. A greenbelt 25 feet in width is hereby established on the North, West and South boundaries of the Condominium. The natural living vegetation existing in the greenbelt shall not be cut or otherwise removed. Prohibited and noxious weeds as defined by Public Acts of 1965, as amended, and the regulations adopted pursuant thereto may be eradicated. The planting of trees, shrubs and flowers in the greenbelt is allowed.

Implementation and completion of the landscaping plan set forth on the Site Plan dated 7-20-99, Job No. 98005 prepared by MAB/Cheyenne Land Surveying. All landscaping shall be maintained in a reasonably healthy condition, free from refuse and debris. All unhealthy and dead material shall be replaced within one year of damage or death or the next appropriate planting period, whichever event comes first. The Developer shall have the responsibility to replace plantings for a period extending one year after the date of recording of the Master Deed. Thereafter the Association shall have responsibility for maintenance and replacement of the plantings in accordance with the approved site plan. The plantings shall not be cut down or otherwise removed.

g) Developer's Improvements. Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Architectural Control

Committee or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

(h) Assignment of Developer's Rights Developer's rights under this Article may, in Developer's discretion, be assigned to the Association or other successor to Developer.

Section 4. Health Department Restrictions. Each dwelling constructed upon a Unit shall be served by a water well. All wells shall be drilled by a licensed well driller. Each Co-owner shall be responsible for the installation, maintenance and repair of on-site well for his/her respective unit. Each dwelling constructed upon a Unit shall be served by an on site sewage disposal system. Each Co-owner shall be responsible for the installation, maintenance and repair of the sewage disposal system for his/her respective unit.

1 - No unit shall be used for other than single family dwelling.

2 - There shall be no future subdividing of any building units that would utilize individual onsite sewage disposal and/or water supply systems.

3 - "MARION MEADOWS" Site Condominium Project has been approved for 17 individual Units as described in MAB/Cheyenne Land Surveying Job No.98005 dated July 22, 1999. The wells and septic systems shall be located in the exact area indicated on the preliminary site plan.

4 - All wells shall be drilled by a Michigan licensed well driller and be drilled to a depth that will penetrate a minimum of a 10 feet protective clay barrier or be drilled to a depth of 100 feet if adequate clay protection is not encountered. These wells shall all be grouted the entire length of the casing.

5 - The test wells used to determine onsite water supply adequacy have been drilled on Units 1, and 12. These wells are intended for the use as a potable water supply. If these wells are not intended for the use as a potable water supply, then/they must be properly abandoned according to part 127, Act 368 of the Groundwater Quality Control Act.

6 - The test wells throughout the project which are not functional be must be abandoned according to Part 127, Act 368, P.A. 1976 of the Groundwater Quality Control Act.

7 - The wells and septic systems shall be located in the exact area as indicated on the preliminary plans as submitted by MAB/Cheyenne Land Surveying, last revision July 22, 1999, which is on file at the LCHD.

8 - There shall be no underground utility lines located within the areas designated as active and reserve septic system areas.

9 -The reserve septic locations as designated on the preliminary plan on file at the Livingston County Health Department must be maintained vacant and accessible for future sewage disposal uses.

10 - The active and reserve septic areas have been prepared according to the information submitted by the engineer on Units 13, 14, and 16. Elevation and design specifications have been submitted to the LCHD for review and have been approved. Engineer certification has been provided to the LCHD stating

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that these units have been prepared under engineer guidelines, along with as built drawings depicting the original grades and final constructed grades in the cut or filled areas.

11 - The on site sewage disposal systems for Units 1-4, 6-12, 15 and 17 will require the excavation of slow permeable soil ranging between 4 feet and 10 feet in depth. Due to the fact that unsuitable soils will be excavated in the area and replaced with a clean sharp sand, the cost of the system may be higher than a conventional sewage disposal system.

12 - Units 9, 12, 15 & 17 will require an enlarged system due to the heavy/fine soil structure witnessed on these units. Please refer to the soil conditions on file at the Livingston County Health Department.

13 - The Developer's engineer has provided to the Livingston County Health Department written certification that any additional grades, filling and/or land balancing that has taken place as part of the construction of the development has not affected the placement for either the active or reserve sewage disposal systems.

14 - The Developer's engineer has provided to the Livingston County Health Department written certification that all storm drains which are within 25 feet of the proposed active or reserve septic systems have been sealed with a watertight premium joint material.

15 - A ~~1500~~²⁸⁰⁰ square feet has been designated on each unit for the active and reserve sewage disposal systems to accommodate a typical 3-4 bedroom single family home. Proposed homes exceeding 3-4 bedrooms must show that sufficient area exists for both active and reserve sewage systems which meet all acceptable isolation distances.

16 - There shall be no activity within the regulated wetlands (if any) unless permits have been obtained from the Michigan Department of Environmental Quality.

17 - All restrictions placed on "Marion Meadows" Site Condominium Community by the Livingston County Health Department are not severable and shall not expire under any circumstances unless otherwise amended or approved by the Livingston County Health Department.

Section 5. Occupancy. No structure shall be occupied as living quarters unless and until said structure shall be completed, including exterior staining or painting, according to approved plans and until a temporary or permanent occupancy permit has been issued by the governmental unit having jurisdiction over the construction and use of such structure.

Section 6. Construction Site Appearance. During construction and upon completion, the Unit shall be kept free and clean of construction debris and rubbish and an orderly and neat appearance shall be maintained. The Co-owner shall keep all building materials and debris contained within the Unit boundaries. Within sixty (60) days after substantial completion of construction of a residential structure, all unused construction materials, equipment and supplies shall be removed from the site. Developer or the Association may charge, if it deems necessary, a clean up charge of \$25.00 per hour in the event that any debris is strewn about either the Co-owner's unit or

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MARION MEADOWS SITE CONDOMINIUM and Co-owner either neglects and/or refuses to remove the debris. Areas of the Unit disturbed by excavation and construction work shall be finish-graded and seeded, sodded or otherwise suitably landscaped as soon as construction activities are completed and weather permits.

Section 7. Mailboxes. The design, material, color and construction of all mailboxes and mailbox stands shall be as selected by the Architectural Control Committee. Each Co-owner shall maintain the approved mailbox and stand. All boxes must be placed no higher than 42" from the roadway adjacent to the bottom of the mailbox. All boxes must be erected within the easement for public utilities as designated on the attached Exhibit "B".

Section 8. Unit Grade. The established grade of a Condominium Unit shall not be changed without prior approval by the Architectural Control Committee and the Township engineer.

Section 9. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-Owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, b-b guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 10. Pets. No animal, except common domesticated household pets (exotic animals being expressly prohibited) shall be kept and maintained by any Co-owner unless specifically approved in writing by the Association. No animal may be kept or bred for any commercial purpose. Any animal shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, limited or general. Dog runs shall be permitted to be installed in the rear yard areas of Units. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and attorney fees) which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefore, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating

animals within the Condominium. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals, including the limitation concerning the number of pets kept, as it may deem proper. The Association may, after notice and hearing, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The Association may also assess fines for such violation of the restrictions imposed by this section or by any applicable rules and regulations of the Association. The term "animal" or "pet" as used in this Section shall not include small-domesticated animals which are constantly caged, such as small birds or fish. The Co-owners shall comply with the ordinances of Marion Township pertaining to the keeping of pets and animals.

Section 11. Tree Preservation. A Co-owner may not remove any trees within the setback areas of his/her Unit without the written permission of the Developer during the Construction and Sales Period and thereafter by the Association.

Section 12. Tree Planting The Co-owner of a Unit shall be responsible for planting two trees within the front or side setback on each unit or as required by the Marion Township Ordinances within one year from occupancy. The trees shall be a minimum of 5 feet in height and either Colorado spruce, Maple or Douglas Fir.

Section 13. Utility Service Leads. All utility service leads extending from the utility mains and lines shall be buried underground or otherwise installed in accordance with the standards prescribed by the utility companies.

Section 14. Aesthetics. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. No unsightly condition shall be maintained on any patio, porch or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained at the curbs of the drives in the Condominium only for such short periods of time as may be reasonably necessary to permit periodic collection of trash and, in no event, shall trash receptacles be placed at the curbs prior to the evening preceding trash pick-up. In general, no activity shall be carried on nor condition maintained by the Co-owner either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 15. Common Element Maintenance. Yards, landscaped areas, driveways, and the road shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the Common Elements. Use of any amenities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations; provided, however, that use of any amenities in the Condominium shall be limited to resident Co-owners who are members in good standing of the Association and to the tenants, land contract purchasers and/or

other non Co-owner occupants of Condominium Units in which the Co-owner does not reside; provided, further, however, that the nonresident Co-owners of such Condominium Units are members in good standing of the Association.

Section 16. Regulations. Reasonable regulations consistent with the act, the Master Deed and these Bylaws, concerning the use of the Condominium may be made and amended from time to time by the Board of Directors of the Association, including the First Board of Directors (or its successors appointed by the Developer prior to the First Annual Meeting of the entire Association held as provided in Article IX, Section 2 of these Bylaws). Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners, except that the Co-owners may not revoke any regulation prior to the First Annual Meeting of the entire Association.

Section 17. Disposition of Interest in Unit by Sale or Lease. No Co-owner may dispose of a Unit in the Condominium, or any interest therein, by a sale or lease without complying with the following terms or conditions:

(a) Notice to Association: Co-owner to Provide Condominium Documents to Purchaser or Tenant. A Co-owner intending to make a sale or lease of a Unit in the Condominium, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser or lessee and such other information as the Association may reasonably require. Prior to the sale or lease of a Unit, the selling or leasing Co-owner shall provide a copy of the Condominium Master Deed (including Exhibits "A" and "B" thereto) and any amendments to the Master Deed, to the proposed purchaser or lessee. In the event a Co-owner shall fail to notify the Association of the proposed sale or lease or in the event a Co-owner shall fail to provide the prospective purchaser or lessee with a copy of the Master Deed referred to above, such Co-owner shall be liable for all costs and expenses, including attorney fees, that may be incurred by the Association as a result thereof or by reason of any noncompliance of such purchaser or lessee with the terms, provisions, and restrictions set forth in the Master Deed; provided, however, that this provision shall not be construed so as to relieve the purchaser or lessee of his obligations to comply with the provisions of the Condominium Documents.

(b) Developer and Mortgagees Not Subject to Section. The Developer shall not be subject to this Section in the sale or, except to the extent provided in Article VI, Section 3(b), the lease of any Unit in the Condominium which it owns, nor shall the holder of any mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, be subject to the provisions of this Section.

Section 18. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, plumbing, electrical, or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit or the improvements thereon.

Each Co-owner shall be responsible for damages or costs to the Association, or to other Co-owners, as the case may be, resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, tenants, land contract purchasers, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless full reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall be the expense to the extent of the deductible amount). Any costs or damages to the Association or to other Co-owners, as the case may be, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. The Co-owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement.

Section 19. Developer's Rights to Furtherance of Development and Sale. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation as the same may be amended from time to time. However, any signs or billboards erected shall be in compliance with applicable Township codes and regulations. Notwithstanding anything to the contrary elsewhere herein contained, the Developer shall have the right to maintain a sales office, a business office, a construction office, model Units, storage area and reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable development and sale of the entire Condominium by Developer and/or the development and sale of other off-site property by Developer or its affiliates, and Developer may continue to do so during the entire Construction and Sales Period and warranty period applicable to any Unit in the Condominium. The Developer shall restore the area so utilized to habitable status upon termination of use.

Section 20. Enforcement of Bylaws. The Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair, and/or replace any Common Elements, and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws. The provisions of this Section shall not be construed to be a warranty or representation of any kind regarding the physical condition of the Condominium.

Section 21. Assessment of Costs of Enforcement. Any and all costs, damages, expenses and/or attorney fees incurred by the Association in enforcing any of the restrictions set forth in this Article VI and/or rules and regulations promulgated by the Board of Directors of the Association under Article VI, Section 26 of these Bylaws, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. assure the continued maintenance of the Condominium as a beautiful and harmonious

residential development, and shall be binding upon all Co-owners. The Developer may, in its sole discretion, waive any part of the restrictions set forth in this Article VI, except restrictions specifically required by the Township or the County Health Department as conditions for the approval of the Master Deed, due to unusual topographic, natural or aesthetic considerations or other circumstances which the Developer deems compelling. Any such waiver must be in writing and shall be limited to the Unit to which it pertains and shall not constitute a waiver as to enforcement of the restrictions as to any other Unit. Developer's rights under this Article VI, may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

Section 22. Existing Single Family Residence on Unit 5. The Co-owners of Unit 5 and their successors and assigns are not required to modify the single family residence and outbuildings to bring the unit into compliance with the restrictions set forth in the Bylaws. However, the existing single family dwelling and outbuildings shall not be altered without the approval of the Developer, during the construction and sales period, and thereafter by the Association.

Section 23. Existing Barn located on Unit 17. The developers have applied for a land use permit to construct a single family home and to move existing barn to Parcel #6 as shown on survey exhibit "E". The developers shall have barn moved before any land use permits are issued for Unit 17.

ARTICLE VII MORTGAGES

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

Section 2. Notification Of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

VOTING

Section 1. Vote. Except as limited in these Bylaws, the Co-owners of each unit shall be entitled to one (1) vote for each Condominium Unit owned.

Section 2. Eligibility To Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented a deed or other evidence of ownership of a Unit in the Condominium to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of members held in accordance with

Article IX, Section 2, except as specifically provided in Article IX, Section 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 3 of this Article VIII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting, the Developer shall be entitled to vote for each Unit which it owns.

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

Section 4. Quorum. The presence in person or by proxy of twenty-five (25%) percent of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically provided herein to require a greater quorum. The written absentee ballot of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the ballot is cast.

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

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent of those qualified to vote and present in person or by proxy (or absentee ballot, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, the requisite affirmative vote may be required to exceed the simple majority herein-above set forth and may require a designated percentage of all Co-owners.

ARTICLE IX. MEETINGS

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

Section 2. - First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than fifty (50%) percent in number of the Units that may be created in Marion Meadows SITE CONDOMINIUM have been conveyed and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to non Developer Co-owners of seventy-five (75%) percent in number of all Units that may be created or fifty-four (54) months after the first conveyance of legal or equitable title to a non Developer Co-owner of a Unit in the Condominium, whichever occurs first. 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 at 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. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted under the Condominium Documents to include in the Condominium.

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

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

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

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

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

Section 8. Action Without Meeting Any action which may be taken at a meeting of the members (except for the election or removal of directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 above for the giving of notice of meetings of members. Such solicitation shall specify: (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of: (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

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

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

ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least two (2) non Developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than fifty (50%) percent of the non

Developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. A chairman of the Committee shall be selected by the members. The Advisory Committee shall cease to exist automatically when the non Developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners

ARTICLE XI
BOARD OF DIRECTORS

Section 1. Qualification of Directors. The affairs of the Association shall be governed by a Board of Directors, all of whom must be members in good standing of the Association or officers, partners, trustees, employees or agents of members of the Association except for the first Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto appointed by the Developer. Directors shall serve without compensation.

Section 2. Election of Directors

(a) First Board of Directors. The first Board of Directors shall be comprised of one (1) person and such first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-Developer Co-owners to the Board. Immediately prior to the appointment of the first non-Developer Co-owner to the Board, the Board shall be increased in size to five (5) persons. Thereafter, elections for non-Developer Co-owner directors shall be held as provided in subsection (b) and (c) below. The terms of office shall be two (2) years. The directors shall hold office until their successors are elected and hold their first meeting.

(b) Appointment of Non Developer Co-owners To Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after the conveyance of legal or equitable title to non Developer Co-owners of twenty-five (25%) percent in number of the Units that may be created, one (1) of the five (5) directors shall be elected by non Developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non Developer Co-owners of fifty (50%) percent in number of the Units that may be created, two (2) of the five (5) directors shall be elected by non Developer Co-owners. When the required number of conveyances have been reached, the Developer shall notify the non Developer Co-owners and request that they hold a meeting and elect the required director or directors, as the case may be. Upon certification by the Co-owners to the Developer of the director or directors so elected, the Developer shall then immediately appoint such director or directors to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

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

- i. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non Developer Co-owners of seventy-

five (75%) percent of the Units, the non Developer Co-owners shall elect all directors on the Board, except that the Developer shall have the right to designate one (1) director as long as the Developer owns at least ten (10%) percent of the Units in the Condominium. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be properly 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 expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non Developer Co-owner of a Unit in the Condominium, 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 the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (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), or if the product of the number of the 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, than a fractional election right of .5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non Developer Co-owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one (1) director as provided in subsection "i".
- iv. At the First Annual Meeting, three (3) directors shall be elected for a term of two (2) years and two (2) directors shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one slate and the three (3) persons receiving the highest number of votes shall be elected for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either two (2) or three (3) directors shall be elected, depending upon the number of directors whose terms expire. After the First Annual Meeting, the term of office (except for two (2) of the directors elected at the First Annual Meeting) of each director shall be two (2) years. The directors shall hold office until their successors have been elected and hold their first meeting.
- v. Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

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

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

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

(b) To levy and collect assessments against and from the Co-owner members of the Association and to use the proceeds thereof for the purposes of the Association.

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

(d) To rebuild 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.

(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 grant easements, rights of entry, rights of way, licenses to, through, over, and with respect to the Common Elements of the Condominium on behalf of the members of the Association in furtherance of any of the purposes of the Association and to dedicate to the public any portion of the Common Elements of the Condominium subject to the provisions of the Master Deed; provided, however, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all Co-owners.

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

(i) To make and enforce reasonable rules and regulations in accordance with these Bylaws and to make and enforce resolutions and policies in furtherance of any or all of the purposes of the Association or of the Condominium Documents.

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

(k) To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to obtain mortgage financing for Unit Co-owners which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the Federal government or the State of Michigan or to satisfy the requirements of the United States Department of Housing and Urban Development.

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

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto, but which shall not be a Co-owner or resident or affiliated with a Co-owner or resident) 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 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon sixty (60) days written notice thereof to the other party, and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any director whom it is permitted in the first instance, under these Bylaws, to designate. Vacancies among non Developer Co-owner elected directors which occur prior to the Transitional Control Date may be filled only through election by non Developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one (1) or more of the directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent of all of the Co-owners qualified to vote and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the directors appointed by it at any time or from time to time in its sole discretion. Any director elected by the non Developer Co-owners to serve before the First Annual Meeting of members may be removed before the First Annual Meeting by the non Developer Co-owners in the same manner set forth in this Section 7 above for removal of directors generally.

Section 8. First Meeting. The first meeting of the newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were

elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time-to-time by a majority of the Board of Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, telephone or telegraph, at least five (5) days prior to the date named for such meeting.

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

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

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

Section 13. Closing Of Board Of Directors' Meetings To Members: Privileged Minutes. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board of Directors. Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association shall be entitled to review or copy any minutes of meetings of the Board of Directors to the extent that said minutes reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

Section 14. Action By Written Consent. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid if consented to in writing by the requisite majority of the Board of Directors.

Section 15. Actions Of First Board Of Directors Binding. All of the actions (including, without limitation, the adoption of these Bylaws and any rules and regulations, policies or resolutions for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the First Board of Directors of the Association named in its Articles of Incorporation or any successors thereto appointed by the Developer before the First Annual Meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the First Annual Meeting of members or at any subsequent annual meeting of members, provided that such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

Section 16. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XII OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice-President, Secretary and a Treasurer. The directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as, in their judgment, may be necessary. Any two (2) offices except that of President and Vice-President may be held by one (1) person.

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

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

Section 4. President. The President shall be the chief executive officer of the Association. The President shall preside and may vote at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time-to-time as the President may in the President's discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice-President. The Vice-President shall take the place of the President and perform the President's 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 the Vice President by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; the Secretary shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; the Secretary shall, in general, perform all duties incident to the office of the Secretary.

Section 7. 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. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time-to-time, be designated by the Board of Directors.

Section 8. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time-to-time, be authorized by the Board of Directors.

ARTICLES 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 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other non-privileged 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 defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. 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 upon request therefor. The cost of any such audit and any accounting expenses shall be expenses of administration.

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

Section 3. Depositories. The funds of the Association shall be initially deposited in such bank or savings association as may be designated by the directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time-to time. The funds may be invested from time-to-time in accounts or deposit certificates of such banks or savings associations as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government or in such other depositories as may be adequately insured in the discretion of the Board of Directors. Any withdrawals from Association accounts and any check written on Association accounts shall require the signatures of two officers of the Association.

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS;
DIRECTORS' AND OFFICERS' INSURANCE

Section 1. Indemnification Of Directors And Officers Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and accounts paid in settlement incurred by or imposed upon him in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Association (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Association shall notify all Co-owners thereof.

Section 2. Directors' And Other Officers' Insurance. The Association shall provide liability insurance for every director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With the prior written consent of the Association, a director or an officer of the Association may waive any liability insurance for such director's or officer's personal benefit. No director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnified under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 hereof.

ARTICLE XVI
AMENDMENTS

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

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

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-six and two-thirds (66-2/3%) percent of all Co-owners. 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 approval of 66-2/3% of the Mortgagees shall be required with each Mortgagee to have one vote for each first mortgage held.

These Bylaws may not be amended in any manner so as to materially affect and/or impair the rights of the Developer, unless said amendment has received the prior written consent of the Developer. Notwithstanding anything to the contrary, no amendment may be made to Article III, Section 4 of these Bylaws at any time without the written consent of the Developer.

Section 4. By Developer. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the rights of a Co-owner or mortgagee 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 of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the Federal government or the State of Michigan.

Section 5. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Livingston County Register of Deeds.

Section 6. Binding. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVII
COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, land contract purchasers, or any other persons acquiring an interest in or using the facilities of the Condominium in any manner are subject to and shall comply with the Act, as amended, and with the Condominium Documents, 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. In the event any provision of these Bylaws conflicts with any provision of the Master Deed, the Master Deed shall govern.

DEFINITIONS

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

ARTICLE XIX

REMEDIES FOR DEFAULT

Section 1. Relief Available. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

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

(b) Recovery Of Costs. In the event of a default of the Condominium Documents by a Co-owner and/or non Co-owner resident or guest, the Association shall be entitled to recover from the Co-owner and/or non Co-owner resident or guest, the re-litigation costs and attorney fees incurred in obtaining their compliance with the Condominium Documents. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorney fees. The Association, if successful, shall also be entitled to recoup the costs and attorney fees incurred in defending any claim, counterclaim or other matter from the Co-owner asserting the claim, counter claim or other matter.

(c) Removal And Abatement. The violation of any of the provisions of the Condominium Documents, including the rules and regulations promulgated by the Board of Directors of the Association hereunder, 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, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

(d) Assessment of Fines. The violation of any of the provisions of the Condominium Documents, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, by any Co-owner, in addition to the rights set forth above, shall be grounds for assessment by the Association of a monetary fine for such violation. Fines may be assessed and collected in the same manner as provided in Article II of these Bylaws and in accordance with Article XX.

Section 2. Nonwaiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant, or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 3. Cumulative Rights, Remedies, and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 4. 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 XX
ASSESSMENT OF FINES

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

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

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

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

(c) Default. Failure to respond to the Notice of Violation constitutes a default.

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

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

- (a) First Violation. No fine shall be levied.
- (b) Second Violation. Twenty-five dollars (\$25.00).
- (c) Third Violation. Fifty Dollars (\$50.00).
- (d) Fourth Violation and Subsequent Violations. One Hundred Dollars (\$100.00).

This schedule of fines may be changed by the Board of Directors by a resolution of the Board. Notwithstanding anything stated in these Bylaws to the contrary, a change in this schedule of fines may be made by Board resolution and will require that an amendment to these Bylaws be adopted or recorded. Furthermore, should the Board of Directors adopt an appropriate resolution, this schedule of fines may escalate to keep pace with adjustments to the Consumer Price Index as announced by the Bureau of Labor Statistics which Index shall be the Index published to the metropolitan statistical area in which the Project is located.

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

ARTICLE XXI
RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property or contract rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere

(including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents), which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby.

ARTICLE XXII
SEVERABILITY

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

LIVINGSTON COUNTY CONDOMINIUM PLAN NO. 209 ATTENTION: COUNTY REGISTER OF DEEDS
 EXHIBIT "B" TO THE MASTER DEED
 "MARION MEADOWS"
 MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

DEVELOPER
 Zia-Ho and Susan D. Biozevski
 2088 Pinckney Road
 Howell, Michigan 48843
 (517) 548-1859

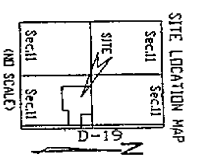
SURVEYOR
 MAB/CHEYENNE LAND SURVEYING
 8475 BISHOP RD, PO BOX 400
 BRIGHTON, MI 48116
 (810) 231-0855 FAX (810) 231-0860

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

INDEX OF DRAWINGS

NO.	TITLE
1	COVER
2	SURVEY PLAN
3	SURVEY & UTILITY PLAN

THERE ARE NO STORM WATER SYSTEMS WITHIN 25 FT. OF ANY ACTIVE, RESERVE OR PRE-PREPARED SEPTIC AREAS.
 ALL PROPOSED IMPROVEMENTS MUST BE BUILT.



A part of the Southeast 1/4 of Section 11, 724-242, Marion Township, Livingston County, Michigan described as follows: Commencing at the East 1/4 corner of said Section 11, thence along the East line of said Section 11, and the centerline of Broome Road, 8 00 degrees 56' 15" E 331.00 feet to the Point of Beginning of the parcel to be described; thence continuing along the centerline of Broome Road and section line S 00 degrees 56' 15" E, 66.01 feet; thence along the southerly right of way of a 66 foot wide easement for ingress, egress and public utilities N 89 degrees 47' 15" W, 697.00 feet; thence continuing along said easement Northwesterly 111.04 feet along an arc right having a radius of 263.00 feet, a delta of 24 degrees 11' 28", and a long chord bearing of N 75 degrees 00' 35" E, 109.91 feet; thence along an arc left 219.47 feet, having a radius of 227.00 feet, a delta of 41 degrees 23' 41" and thence S 89 degrees 57' 45" E, 35.58 feet; thence S 01 degree 49' 15" E, 328.00 feet; thence along the Northwesterly boundary of Maple Grove Subdivision No. 1, as duly laid out, platted and recorded in Liber 12 of Plats, page 18, Livingston County Records, West 350.0 feet along the Northwesterly boundary of Maple Grove Subdivision No. 2, as duly laid out, platted and recorded in Liber 13 of Plats, page 23, Livingston County Records to the East line of Outlot "X" of said subdivision; thence South 200.00 feet; thence Northwesterly 47.12 feet along an arc left having a radius of 30.00 feet, a delta of 90 degrees 00' 00" Southwesterly 47.12 feet along an arc left having a radius of 30.00 feet, a delta of 90 degrees 00' 00" East, West 126.00 feet; thence Northwesterly along an arc left having a radius of 30.00 feet, a delta of 90 degrees 00' 00" West, North 200.00 feet; thence West along the Northwesterly boundary of Maple Grove Subdivision No. 2, as duly laid out and platted and recorded in Liber 13 of Plats, page 23, Livingston County Records 314.85 feet; thence N 01 degree 13' 09" W, 808.69 feet; thence S 49 degrees 38' 45" E, 78.48 feet; thence S 73 degrees 24' 41" E, 87.97 feet; thence N 83 degrees 58' 45" E, 129.37 feet; thence S 35 degrees 40' 59" E, 425.14 feet; thence Northwesterly along an arc left 65.13 feet, having a radius of 31.00 feet, a delta of 57 degrees 57' 03", a long chord bearing of N 55 degrees 14' 52" E, 66.00 feet; thence N 35 degrees 40' 59" E, 319.74 feet; thence N 28 degrees 02' 33" E, 146.21 feet; thence N 43 degrees 49' 40" E, 153.79 feet; thence N 37 degrees 27' 13" W, 179.89 feet; thence S 89 degrees 47' 15" E, 766.77 feet; thence S 00 degrees 56' 15" E, 330.67 feet; thence S 89 degrees 47' 15" E, 660.00 feet along the Northwesterly right of way of aforementioned 66 foot wide easement to the Point of Beginning, containing 21.47 acres more or less.

MAB/CHEYENNE LAND SURVEYING
 8475 BISHOP RD, PO BOX 400
 BRIGHTON, MI 48116
 (810) 231-0855 FAX (810) 231-0860

DATE: 10/14/2009
 DRAWN BY: J. B. BISHOP
 CHECKED BY: J. B. BISHOP
 PROJECT NO: 09-001

COVER SHEET

DATE: 10/14/2009
 DRAWN BY: J. B. BISHOP
 CHECKED BY: J. B. BISHOP
 PROJECT NO: 09-001

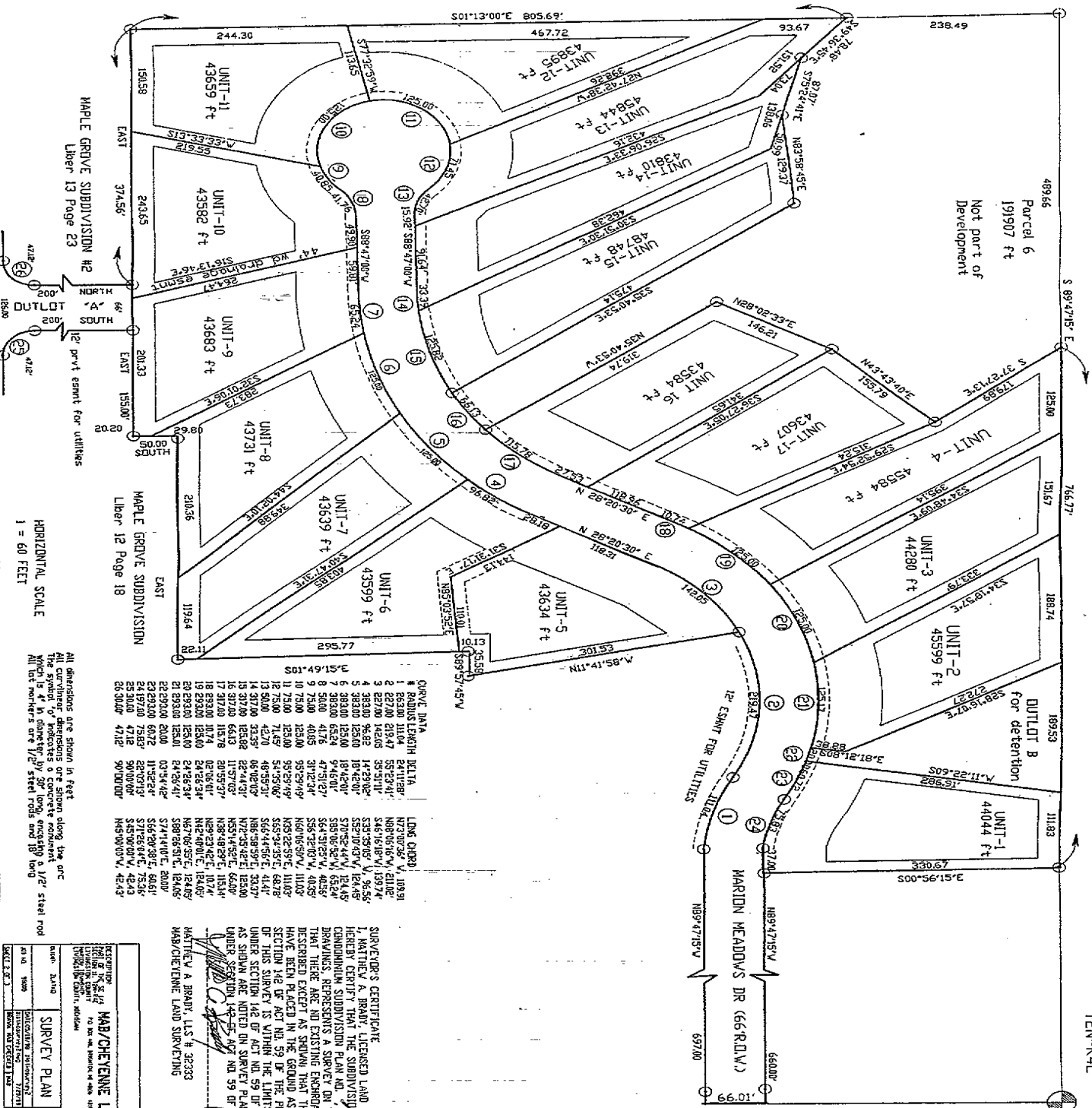
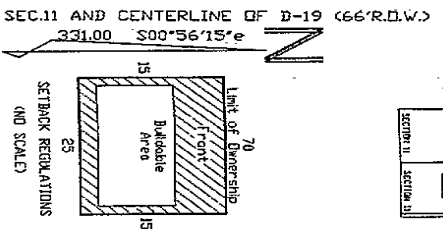
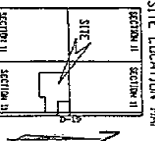
DATE: 10/14/2009
 DRAWN BY: J. B. BISHOP
 CHECKED BY: J. B. BISHOP
 PROJECT NO: 09-001

MARION MEADOWS
A SINGLE FAMILY SITE CONDOMINIUM DEVELOPMENT IN THE
SOUTHEAST 1/4 OF SECTION 11, T2N-R4E, MARION TOWNSHIP,
LIVINGSTON COUNTY, MICHIGAN

DEVELOPER
Ziauko and Susan D. Brozevski
2088 Pinchney Road
Howell, Michigan 48843
(517) 548-1859

E 1/4 CDR.
SEC. 11
T2N-R4E

SITE LOCATION MAP



CURVE DATA

STATION	CHORD BEARING	CHORD LENGTH	DELTA
1	S63.00°11.04'	241.128'	109.91°
2	S62.70°21.94'	55.234'	109.91°
3	S62.30°46.82'	35.511'	109.91°
4	S61.80°56.82'	18.420'	109.91°
5	S61.30°56.82'	10.416'	109.91°
6	S60.80°56.82'	5.958'	109.91°
7	S60.30°56.82'	3.122'	109.91°
8	S59.80°56.82'	1.664'	109.91°
9	S59.30°56.82'	0.832'	109.91°
10	S58.80°56.82'	0.416'	109.91°
11	S58.30°56.82'	0.208'	109.91°
12	S57.80°56.82'	0.104'	109.91°
13	S57.30°56.82'	0.052'	109.91°
14	S56.80°56.82'	0.026'	109.91°
15	S56.30°56.82'	0.013'	109.91°
16	S55.80°56.82'	0.006'	109.91°
17	S55.30°56.82'	0.003'	109.91°
18	S54.80°56.82'	0.001'	109.91°
19	S54.30°56.82'	0.000'	109.91°
20	S53.80°56.82'	0.000'	109.91°
21	S53.30°56.82'	0.000'	109.91°
22	S52.80°56.82'	0.000'	109.91°
23	S52.30°56.82'	0.000'	109.91°
24	S51.80°56.82'	0.000'	109.91°
25	S51.30°56.82'	0.000'	109.91°
26	S50.80°56.82'	0.000'	109.91°
27	S50.30°56.82'	0.000'	109.91°
28	S49.80°56.82'	0.000'	109.91°
29	S49.30°56.82'	0.000'	109.91°
30	S48.80°56.82'	0.000'	109.91°
31	S48.30°56.82'	0.000'	109.91°
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146	S0.00°56.82'	0.000'	109.91°
147	S0.00°56.82'	0.000'	109.91°
148	S0.00°56.82'	0.000'	109.91°
149	S0.00°56.82'	0.000'	109.91°
150	S0.00°56.82'	0.000'	109.91°

SURVEYOR'S CERTIFICATE
I, MATTHEW A. BRADY, LICENSED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 142, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED EXCEPT AS SHOWN, THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN PLACED BY THE PUBLIC ACTS OF 1979, 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 1979, THAT THE BEARINGS AS SHOWN ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1979.

Matthew A. Brady
MATTHEW A. BRADY, L.S.# 32333
MAB/CHEYENNE LAND SURVEYING

MAB/CHEYENNE LAND SURVEYING

RESUBMITTAL OF PLAN NO. 142
LIVINGSTON COUNTY
LIVINGSTON COUNTY, MICHIGAN

Client: **BRADY**
Project: **SURVEY PLAN**

DATE: 08/24/11
SCALE: 1" = 30'

APPROVED BY: [Signature]
DATE: 08/24/11

HAPLE GROVE SUBDIVISION #2
Liber 13 Page 23

HAPLE GROVE SUBDIVISION #18
Liber 12 Page 18

1" = 60 FEET

HORIZONTAL SCALE

All dimensions are shown in feet.
All curvilinear dimensions are shown along the arc.
The symbol of radiators or concrete monument, 1/2" steel rod
When 1/2" in diameter, 3/4" long, and 1/2" steel rod, and 1/2" steel rod
All dimensions are 1/2" steel rod, and 1/2" steel rod

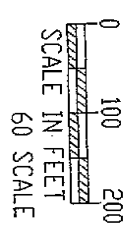
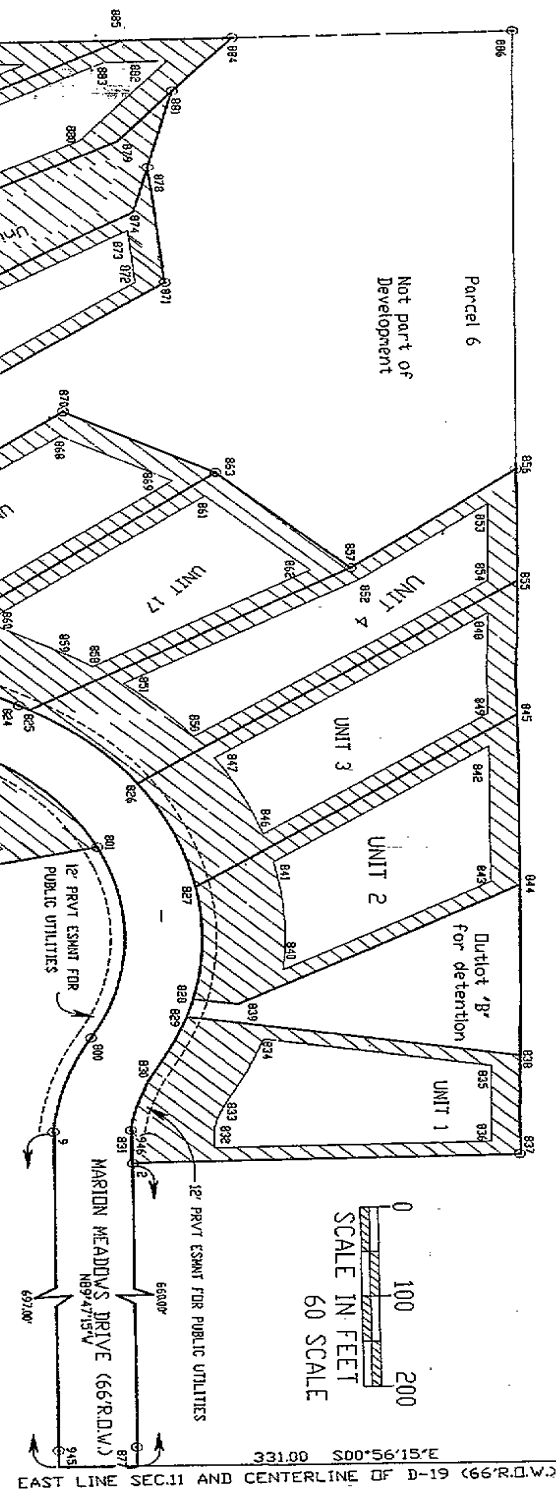
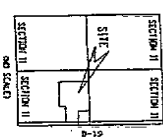
MARION MEADOWS

A SINGLE FAMILY SITE CONDOMINIUM DEVELOPMENT IN THE SOUTHEAST 1/4 OF SECTION 11, T2N-R4E, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

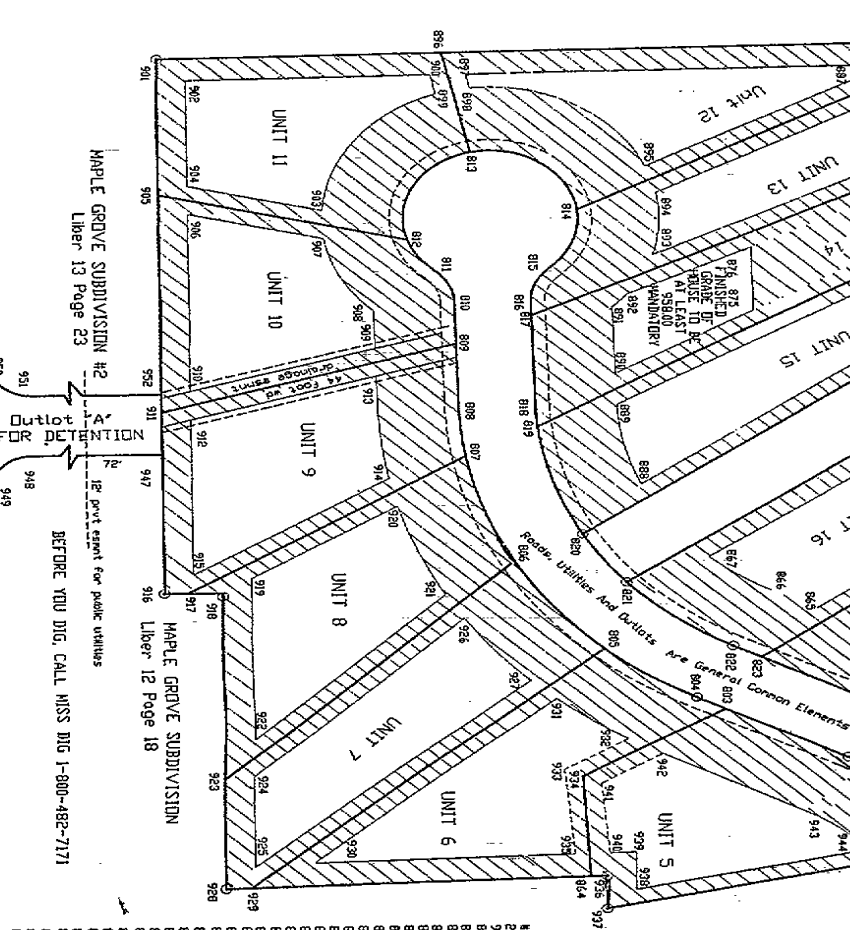
DEVELOPER
Zlotka and Susan D. Brozewski
2088 Pinckney Road
Howell, Michigan 48843
(517) 548-1859

E 1/4 CDR
SEC. 11
T2N-R4E

SITE LOCATION MAP



EAST LINE SEC. 11 AND CENTERLINE OF D-19 (66'R.D.W.)



NO.	NORTH	EAST	NORTH	EAST	NORTH	EAST	NORTH	EAST
801	5272.62	1462.17	802	604.33	1464.02	807	5929.77	254.17
802	5293.05	1341.16	803	628.29	1344.18	808	5275.43	726.20
803	5246.43	1201.25	804	628.79	1344.18	809	5255.84	598.82
804	5246.43	1059.27	805	628.79	1344.18	810	5255.84	598.82
805	5246.43	917.28	806	628.79	1344.18	811	5255.84	598.82
806	5246.43	775.29	807	628.79	1344.18	812	5255.84	598.82
807	5246.43	633.30	808	628.79	1344.18	813	5255.84	598.82
808	5246.43	491.31	809	628.79	1344.18	814	5255.84	598.82
809	5246.43	349.32	810	628.79	1344.18	815	5255.84	598.82
810	5246.43	207.33	811	628.79	1344.18	816	5255.84	598.82
811	5246.43	65.34	812	628.79	1344.18	817	5255.84	598.82
812	5246.43	0.00	813	628.79	1344.18	818	5255.84	598.82
813	5246.43	0.00	814	628.79	1344.18	819	5255.84	598.82
814	5246.43	0.00	815	628.79	1344.18	820	5255.84	598.82
815	5246.43	0.00	816	628.79	1344.18	821	5255.84	598.82
816	5246.43	0.00	817	628.79	1344.18	822	5255.84	598.82
817	5246.43	0.00	818	628.79	1344.18	823	5255.84	598.82
818	5246.43	0.00	819	628.79	1344.18	824	5255.84	598.82
819	5246.43	0.00	820	628.79	1344.18	825	5255.84	598.82
820	5246.43	0.00	821	628.79	1344.18	826	5255.84	598.82
821	5246.43	0.00	822	628.79	1344.18	827	5255.84	598.82
822	5246.43	0.00	823	628.79	1344.18	828	5255.84	598.82
823	5246.43	0.00	824	628.79	1344.18	829	5255.84	598.82
824	5246.43	0.00	825	628.79	1344.18	830	5255.84	598.82
825	5246.43	0.00	826	628.79	1344.18	831	5255.84	598.82
826	5246.43	0.00	827	628.79	1344.18	832	5255.84	598.82
827	5246.43	0.00	828	628.79	1344.18	833	5255.84	598.82
828	5246.43	0.00	829	628.79	1344.18	834	5255.84	598.82
829	5246.43	0.00	830	628.79	1344.18	835	5255.84	598.82
830	5246.43	0.00	831	628.79	1344.18	836	5255.84	598.82
831	5246.43	0.00	832	628.79	1344.18	837	5255.84	598.82
832	5246.43	0.00	833	628.79	1344.18	838	5255.84	598.82
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837	5246.43	0.00	838	628.79	1344.18	843	5255.84	598.82
838	5246.43	0.00	839	628.79	1344.18	844	5255.84	598.82
839	5246.43	0.00	840	628.79	1344.18	845	5255.84	598.82
840	5246.43	0.00	841	628.79	1344.18	846	5255.84	598.82
841	5246.43	0.00	842	628.79	1344.18	847	5255.84	598.82
842	5246.43	0.00	843	628.79	1344.18	848	5255.84	598.82
843	5246.43	0.00	844	628.79	1344.18	849	5255.84	598.82
844	5246.43	0.00	845	628.79	1344.18	850	5255.84	598.82
845	5246.43	0.00	846	628.79	1344.18	851	5255.84	598.82
846	5246.43	0.00	847	628.79	1344.18	852	5255.84	598.82
847	5246.43	0.00	848	628.79	1344.18	853	5255.84	598.82
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849	5246.43	0.00	850	628.79	1344.18	855	5255.84	598.82
850	5246.43	0.00	851	628.79	1344.18	856	5255.84	598.82
851	5246.43	0.00	852	628.79	1344.18	857	5255.84	598.82
852	5246.43	0.00	853	628.79	1344.18	858	5255.84	598.82
853	5246.43	0.00	854	628.79	1344.18	859	5255.84	598.82
854	5246.43	0.00	855	628.79	1344.18	860	5255.84	598.82
855	5246.43	0.00	856	628.79	1344.18	861	5255.84	598.82
856	5246.43	0.00	857	628.79	1344.18	862	5255.84	598.82
857	5246.43	0.00	858	628.79	1344.18	863	5255.84	598.82
858	5246.43	0.00	859	628.79	1344.18	864	5255.84	598.82
859	5246.43	0.00	860	628.79	1344.18	865	5255.84	598.82
860	5246.43	0.00	861	628.79	1344.18	866	5255.84	598.82
861	5246.43	0.00	862	628.79	1344.18	867	5255.84	598.82
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905	5246.43	0.00	906	628.79	1344.18	911	5255.84	598.82
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LEGAL DESCRIPTION

Parcel 5

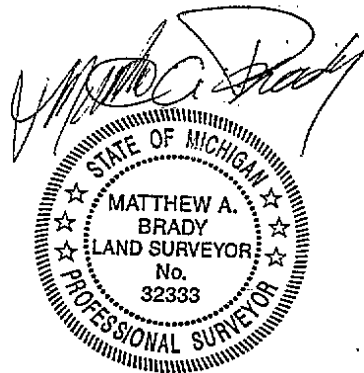
A part of the Southeast 1/4 corner of Section 11, T2N-R4E, Marion Township, Livingston County, Michigan, more fully described as follows:

Commencing at the East 1/4 Corner of Section 11, thence along the East line of said Section 11, and the centerline of Pinckney Road, S 00°56'15" E, 397.01 feet; thence N 89°47'15" W, 697.00 feet to the Point of Beginning on the Parcel to be described; thence S 01°56'15" E, 264.85 feet; thence S 89°57'45" W, 257.38 feet; thence N 11°41'58" W, 310.53 feet to the South line of a 66 foot wide private road (Enterprise Drive); thence continuing along said line, Southeasterly along an arc right, 219.47 feet, having a radius of 227.00 feet, a delta of 55°23'41", and a long chord bearing of S 88°06'16" E, 211.02 feet; thence continuing along said South line, Southeasterly along an arc right, 111.04 feet, having a radius of 263.00 feet, a delta of 24°11'28", and a long chord bearing of S 72°30'11" E, 110.22 feet to the Point of Beginning, containing 2.00 acres more or less and subject to and including the right to ingress and egress of Enterprise Drive, also subject to all other easements of record.

Page 2 of 2

3 August 1998

Matthew A Brady, ILS #32333
 zlaop5lg.doc/3 August 98/mjs/rev.0



LEGAL DESCRIPTION

Parcel 6

A part of the Southeast 1/4 corner of Section 11, T2N-R4E, Marion Township, Livingston County, Michigan, more fully described as follows:

Commencing at the East 1/4 Corner of Section 11, thence along the North line of said Section 11, N 89°47'15" W, 1426.77 feet to the Point of Beginning on the Parcel to be described; thence S 37°27'13" E, 179.89 feet; thence S 43°43'40" W, 155.79 feet; thence S 28°52'33" W, 146.21 feet; thence S 35°40'53" E, 319.74 feet to the North line of a 66 foot wide private road (Enterprise Drive); thence continuing along said line, Southwesterly along an arc right, 66.13 feet, having a radius of 317.00 feet, a delta of 11°57'09", and a long chord bearing of S 55°14'52" W, 66.01 feet; thence N 35°40'53" W, 475.14 feet; thence S 83°58'45" W, 129.37 feet; thence N 75°24'41" W, 87.07 feet; thence N 49°36'45" W, 78.48 feet; thence N 01°13'00" W, 238.49 feet; thence S 89°47'15" E, 489.66 feet to the Point of Beginning, containing 4.41 acres more or less and subject to and including the right to ingress and egress of Enterprise Drive, also subject to all other easements of record.

Page 2 of 2

3 August 1998

Matthew A Brady, LLS #32333
zlaop6lg.doc/3August98/mjs/rev.0



1999 JAN 20 1 P 4: 33

EXHIBIT D TO MARION MEADOWS
MASTER DEEDNANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

25/2

**DECLARATIONS OF COVENANTS, CONDITIONS, AND BUILDING AND USE
RESTRICTIONS FOR - " MARION MEADOWS " - MARION TOWNSHIP**

THE UNDERSIGNED, constituting all of the owners of and interests in the real estate situated in the Township of Marion, Livingston County, Michigan, described in the attachment entitled "Exhibit A" hereto, hereby place the following building and use restrictions on the above described real estate and declare the same to be binding upon all subsequent owners of any part of the above described real estate, their heirs, assigns, and successors and said building and use restrictions shall be covenant running with the land and each person hereafter accepting a deed or other conveyance of any parts or all of the above described real estate shall take the same subject to said building and use restrictions.

1 - Easements.

Easements for installation and maintenance of public utilities and drainage facilities as shown on the survey and as may be otherwise placed upon the property are reserved for these purposes only. Each owner shall maintain the surface area of easements within his property, to keep grass and weeds cut, to keep the area free of trash and debris and to take such action as is necessary to eliminate or minimize surface erosion. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each parcel of property and all improvements in it shall be maintained continuously by the owner of the property, except for those improvements for which public authorities or a utility company is responsible.

2 - Utilities.

No utilities other than underground utilities shall at anytime be installed on any lot in the development, except as approved by the Architectural Control committee provided for in these restrictions except for any overhead Edison lines servicing the existing property.

3 - Signs.

No signs of any kind shall be displayed to the public view or otherwise on any lot except one sign of not more than six square feet advertising the property for sale or rent, if in fact said property is offered for sale or rent, or any signs used by a builder, developer, or the undersigned owner to advertise and promote the property during the construction and sales period. Such signs, as are allowed, must be maintained in good condition at all times and must be removed on the termination of their use.

4 - Garbage and Refuse Disposal.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept upon any lot except in closed sanitary containers properly concealed from public view. Garbage cans shall not be left at the road for more than twenty-four (24) hours in any one-week.

5 - Motor Vehicles.

(a) No motor vehicle of any kind shall be parked on any street or in any driveway or upon any lot for more than one week unless said vehicle is in operating condition, licensed and registered to the lot owner or a member of the lot owner's immediate family.

(b) No commercial trailer or commercial vehicle over 24 feet in length or semi-tractor and/or trailer shall be parked in any street or in any driveway or upon any lot except for commercial vehicle machines and equipment required to perform construction, repair or other services to a dwelling for the period of time necessary for said construction, repair, or services.

(c) The on-site storage of recreational vehicles such as trailers, campers, self-propelled motor homes, snow mobiles, all terrain vehicles, boats and boat trailers shall be permitted so long as said vehicles are in operating condition and registered to a lot owner or a member of a lot owner's immediate family. Storage of such vehicles shall be limited to one vehicle per lot, which shall be stored out of sight from the street. Additional recreational vehicles owned by the lot owner or a member of the lot owner's family must be stored in the garage.

6 - Animals, Livestock, and Poultry.

Livestock and Poultry including horses may not be kept. Excepting horses on Parcel #6. Common household pets including dogs, & cats not to exceed three in number may be kept provided that they are not kept, bred, or maintained for any commercial purposes and provided further that common household pets may not be kept if they become an annoyance or nuisance to the neighborhood and further provided that said household pets shall be confined within the home between sundown and 7:30 am.

7 - Nuisances.

Noxious or offensive activity shall not be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Noxious or offensive activities shall include, but not be limited to, storage or maintenance of junk vehicles, junk bicycles, junk toys, junk furniture and etc.

8 - Business or commercial Operations.

No business profession or other commercial enterprise of any kind may be conducted in any dwelling or upon any lot, provided reasonable home office use shall be allowed.

9 - Temporary Structures.

No old or used structures, of any kind shall be placed upon any lot. No temporary structure of any character such as a tent, camper, trailer, shack, barn and/or other out-building of any design whatsoever shall be erected or placed upon any lot.

10 - Sales Facility.

Notwithstanding anything to the contrary herein contained, the undersigned developers their successors and assigns may construct and maintain a sales office together with a sign or signs on any lot or lots of its choosing, in the development which has not been sold until such times as all of the property in the development has been sold.

11 - Maintenance of Property.

No lot shall be allowed to remain in an unkept condition. Within six months after completion of construction the owner must plant and establish a lawn which must be continuously maintained and cut to a reasonable height at reasonable intervals. In the event that a lot is not properly maintained, the architectural control committee is authorized to contract for the necessary maintenance and charge the lot owner with the cost of performing the required maintenance.

12 - Storage Tanks.

All fuel storage tanks, liquid propane tanks, shall not be buried and shall be screened from view from the road to meet Architectural Control Committee's approval.

13 - Driveways.

A permanent asphalt, concrete, or brick surface driveway shall be installed with a corrugated metal culvert large enough to insure drainage of the ditches within 12 months of occupancy of any structure. A gravel surface shall be allowed during construction but the culvert must be installed to insure drainage before construction commences. In the event that such driveway has not been installed as aforesaid, the Architectural Control Committee is authorized to contract for the necessary installation and to charge the lot owner for cost of said driveway and culvert to easement line.

14 - Rapid Completion.

The erection of the main residence shall be completed and ready for occupancy within nine (9) months from the start of construction. The repair of any building damaged by windstorm or otherwise shall be completed as rapidly as possible but in no event later than nine months from the date of said damage. In the event that an owner shall leave any building in any incomplete condition for a period of more than the aforementioned nine months, then the Architectural control committee or its authorized representatives authorized and empowered to either tear down or clear from the premises the uncompleted portion of such structure or complete the same at its discretion and in either event the expense incurred shall be charged against the owner's interest therein and shall constitute a lien upon the lot and premises.

15 - Grade of Lot.

The grade of any lots or parcels in the development shall not be changed without the written consent of the Architectural Control Committee.

16 - Fences.

No interior fences shall be allowed excepting a corral fence around parcel #6 and perimeter fences around swimming pools shall be allowed provided swimming pool fences shall be erected only with the written approval of the Architectural Control Committee.

17 - Accessory Buildings.

No Accessory Building shall be allowed, EXCEPTING EXISTING BUILDINGS. The barn located on unit 17 may be moved to parcel # 6.

18 - Specific Residence Building and Use Specifications.

(a) Land Use and Building Site.

All parcels, units or lots shall be used for single family residential purposes only. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than a single private family dwelling not exceeding two & one-half (2½) stories in height.

(b) Garages.

All dwellings shall have an attached garage of not less than 2-car or more than 4-car capacity; the entrance to garages shall not face Marion Meadows Drive.

(c) Size.

No structure shall be erected, placed or altered on any lot which is not in conformity with the following minimum size requirements as to living area measured from the eternal walls:

1 - Ranch (One Level) - 1600 Square Feet

2 - 1 & 1/2 Story - 2050 Square Feet Total with
1300 Square Feet on First Level

3 - 2 Story (Two Level) - 2100 Square Feet Total with
1300 Square Feet on First Level

4 - Multi-Level - 2100 Square feet total with
1500 Square feet on lower 2 levels.
Garages, porches, appurtenances, breezeways and basements shall not be included in computing such required floor area. A basement is defined as any part of the residence, which is more than two-thirds below ground level.

(d) Type of Construction.

Exterior materials shall consist of brick, aluminum, wood, cut stone, vinyl siding or other materials specifically approved by the Architectural Control committee or any combination thereof. The front and side elevations shall have a minimum area of Brick or Stone equal to 80% of the area of the front of the house, excepting log homes, which shall have stone below the log line on front and sides, said brick or stone shall be installed within six months of occupancy. In no event shall the architectural Control Committee approve cement block, brickcrete or asbestos shingles for use as exterior materials. No "A Frame" construction shall be permitted.

(e) Building Set Back Lines.

The following minimum distance as measured from the lot lines shall apply to the locations of any residence and appurtenance thereto:

1 - Front Yard Setback - The minimum distance from the Front right-of-way line to the front of any building shall be 70 feet.

2 - Back Yard Setback - The minimum distance from the back lot line to the back of any building shall be 25 feet.

3 - Side Yard Setback - The minimum distance from any side lot line to the side of any building shall be 15 feet.

(f) Roof Construction.

80 % of Roof area shall have a minimum pitch of 6/12 and shall use Architectural Grade Shingles with textured surface, provided that the Architectural Control Committee shall have the authority to approve other materials.

19 - Approval of Plans.

No building, wall or other structure shall be commenced erected or maintained on any lot nor shall any addition to or change or alteration be made except interior alterations and decoration until the plans and specifications showing the nature, kind, shape, height, material, color scheme, location and grading planned on the lot, including grade elevations of buildings shall have been submitted to and approved in writing by the Architectural Control Committee or its authorized agent and a copy thereof as finally approved logged permanently with said Committee. The Committee shall have the right to refuse to approve any such plans or specifications, or grading plans which are not suitable or desirable in its opinion for any reason. In so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration suitability of the proposed buildings or other structure to be built upon the site on which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook form adjacent or neighboring property. It is understood that the purpose of this paragraph is to cause the subdivision (site-condo) and parcels to develop into an area of attractive harmonious private residences and that the Architectural Control Committee shall not be arbitrary in its decision. In the event that no action is taken by the Architectural Control Committee within 30 days after submission by the owner of the lot or his legal representative, the plans, specifications, site plan and grading specifications shall be deemed to have been approved as submitted in writing. If a disagreement between the lot owner and Architectural Control Committee should arise with respect to approval or disapproval then the lot owner and Architectural Control Committee shall each select one competent architect who shall determine whether or not to approve the proposal in question. If both architects shall be unable to agree, then both architects shall mutually select a third competent architect whose decision shall be final and binding upon all parties hereto.

20 - Architectural Control Committee.

The Architectural Control Committee shall consist of Zlatko Blazeovski & Susan Blazeovski or such other person as they shall designate from time to time or their successors, or assigns until such time as all of the lots have been sold. When all of the lots have been sold all rights, powers, obligations, title, easements and estates reserved or given to the Architectural Control committee may be assigned to any corporation or association composed of at least one-half of the owners of the above described property that will agree to assume said rights, powers, duties and obligations and carry out and perform the functions of the Architectural control committee. At such time as a residence has been constructed and occupied on each lot in the development, then Zlatko Blazeovski & Susan Blazeovski their assigns, and successors shall be required to make the aforementioned assignment by recording said assignment in the office of the Livingston County Register of Deeds. At such time and within sixty (60) days after written request by Zlatko Blazeovski & Susan Blazeovski, their assigns or successors, the lot owners shall be required to form such corporation or association to assume the function of the Architectural control committee. In the event that said lot owners shall fail to form such corporation or association, then Zlatko Blazeovski & Susan Blazeovski or such other persons serving as the initial Architectural Control Committee shall have the right to

decline to perform such function recording notice thereof in the Office of the Register of Deeds for Livingston County. Such declination shall not invalidate any of the restrictions contained herein.

21 - Abatement of Violations.

Violations of any condition or restriction or breach of covenant herein contained shall give the parties hereto in addition to all other remedies, the right to enter upon the land as to which such violation or breach exists and similarly to abate and remove at the expense of the owner thereof any erection or other violation that may be or exists thereon contrary to the intent and provisions of this instrument and the parties so entering shall not thereby become liable in any manner for trespass abatement or removal. In the event that this action is taken, the lot owner shall be responsible for all costs including reasonable attorney fees, expenses incurred, and interest at the maximum rate allowed under the Federal & State Usury laws.

22 - Antennas.

No antennae other than regular radio or TV antennae not to exceed twelve (12) feet over the roofline shall be installed on any lot.

23 - Property Owners Association.

Each owner of lots (units) or parcels in the development shall be required to join the Marion Meadows Property Owners Association Inc, a non-profit Michigan Corporation.

The Association shall have the power and authority to fix, levy, collect and enforce payment by any lawful means including but not limited to placing a lien upon members lot (unit), parcel, and/or dwelling for failure to pay his share of any expenses in connection therewith including all licenses, taxes, or governmental charges levied or imposed against the property in connection with the affairs of the association.

The Articles of Association and Incorporation, by-laws, and rules and regulations of the Marion Meadows Property Owner's Association Inc., now or hereafter adopted and/or amended are hereby included and made a part of these Building and Use Restrictions. Contemporaneously with the filing of the enclosed Declaration of Covenants, Conditions and Building and Use Restrictions, a Declaration shall be filed pertaining to the formation of the Marion Meadows Property Owner's Association.

24 - Enforcement.

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant herein, either to restrain violation or recover damages and may be brought by any person owning any lots (units)/parcels to which these restrictions apply or Zlatko Blazevski & Susan Blazevski, their assigns, or successors. In this event all costs, reasonable attorney's fees and interest at the maximum rate allowed under the Federal & State Usury laws shall become lien upon the property involved.

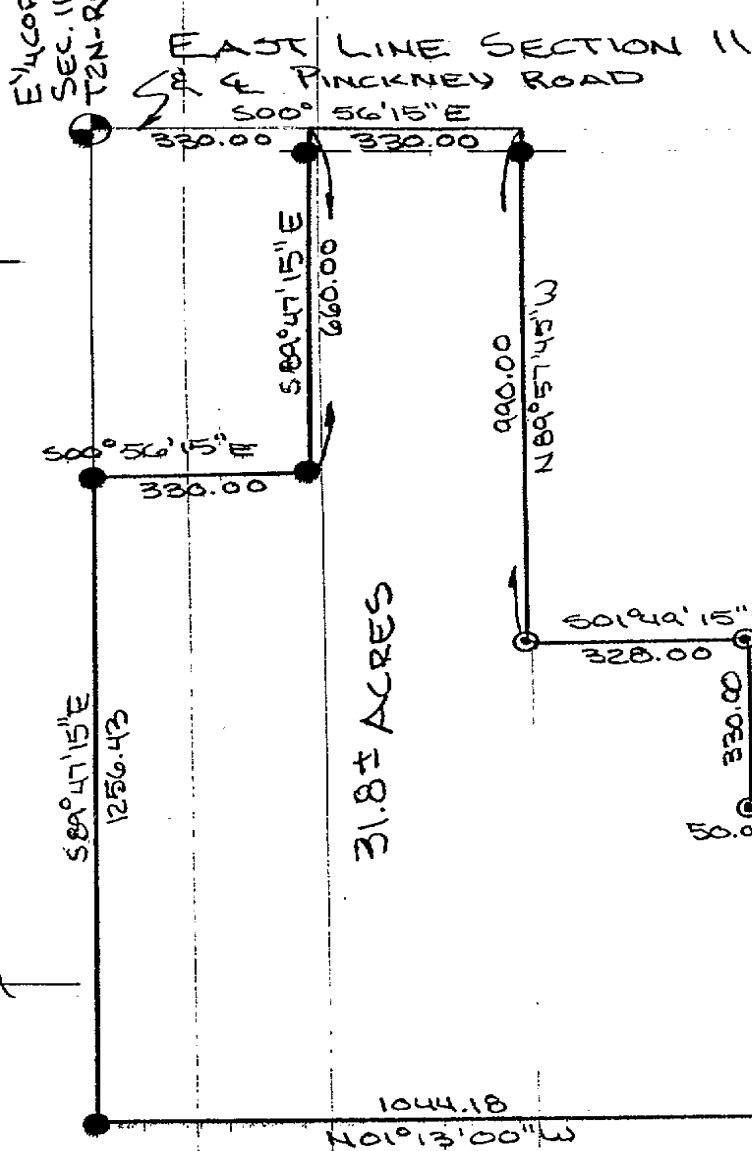
25 - Waiver.

Waiver either in writing by failure to act in the enforcement of any of these covenants as to any instance of violation thereof shall in no way act or serve as a waiver of any future violation of the same or similar covenant whether by the same person or other persons and all covenants herein shall at any time be fully

EXHIBIT "A"

LIBER 2865 PAGE 0518

LIBER 2509 PAGE 0522



BLAZEWSKI LEGAL DESCRIPTION - A part of the Southeast 1/4 of Section 11, T2N-R4E, Marion Township, Livingston County, Michigan described as follows: Beginning at a point of the Section line and the centerline of Pinckney Road South 0 degrees 56' 15" East 330.00 feet from the East 1/4 corner of Section 11, thence continuing along the Section line and centerline of Pinckney Road South 0 degrees 56' 15" East 330.00 feet, thence North 89 degrees 57' 45" West 990.00 feet, thence South 1 degree 49' 15" East 328.00 feet; thence along the Northerly boundary of "Maple Grove Subdivision No. 1", as duly laid out platted and recorded in Liber 12 of Plats, Page 18, Livingston County Records, West 330.00 feet; thence South 50.00 feet along the west boundary of said Subdivision; thence West 595.55 feet along the Northerly boundary of "Maple Grove Subdivision No. 2", as duly laid out, platted and recorded in Liber 13 of Plats, Page 23, Livingston County Records; thence North 1 degree 13' West 1044.18 feet; thence South 89 degrees 47' 15" East 1256.43 feet along the East and West 1/4 line; thence South 0 degrees 56' 15" East 330.00 feet; thence South 89 degrees 47' 15" East 660.00 feet to the Point of Beginning, containing 31.8 acres more or less, subject to the rights of the public over Pinckney Road.

M.A.B./CHEYENNE
LAND SURVEYING
P.O. BOX 400
BRIGHTON, MI 48116
(810) 231-0855

CLIENT: BLAZEWSKI
DESCRIPTION:
PART OF THE SOUTHEAST 1/4
SECTION 11, T2N-R4E,
MARION TOWNSHIP,
LIVINGSTON COUNTY,
MICHIGAN

JOB NO. 8 95022	SCALE 1" = 300'	DATE: P/24/98	DWG. BY MAB	CK MAB	REV. 8
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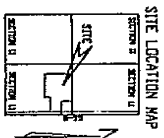
MARION MEADOWS

A SINGLE FAMILY SITE CONDOMINIUM DEVELOPMENT IN THE SOUTHEAST 1/4 OF SECTION 11, T2N-R4E, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

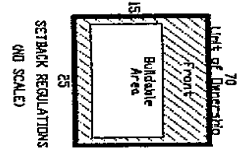
DEVELOPER
Zigra and Susan D. Blazevski
2088 Pinckney Road
Howell, Michigan 48843
(517) 548-1859

E 1/4 COR
SECTION 11
T2N-R4E

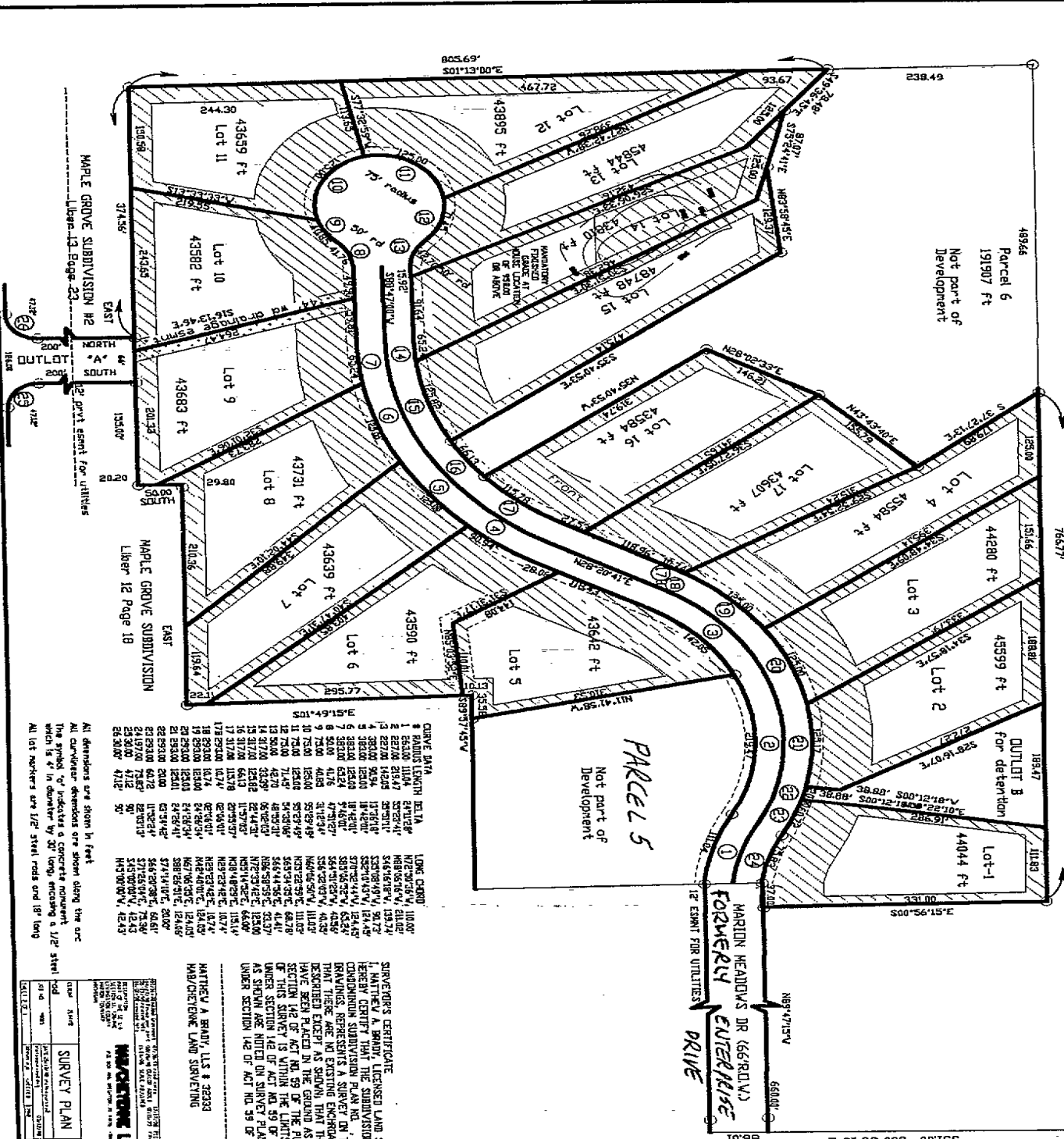
SITE LOCATION MAP



EAST LINE SECT 11 AND CENTERLINE OF D-19 (66 R.O.W.) 331.00' S00°56'15"E 66.01'



MARION MEADOWS DR (66 R.O.W.)
FORMERLY ENTERPRISE DRIVE



PARCEL 5
Not part of Development

Parcel 6
191907 sq ft
Not part of Development

MARION MEADOWS SUBDIVISION #2
Liber 13 Page 23

MARION MEADOWS SUBDIVISION #1
Liber 12 Page 18

MARION MEADOWS SUBDIVISION #3
Liber 13 Page 23

CURVE DATA

STATION	CHORD BEARING	CHORD LENGTH	DELTA	HYPERBOLIC SINE	HYPERBOLIC COSINE
1	S 84.00° 11.04'	84.747'	84.747°	0.9999	0.0174
2	S 82.70° 21.94'	85.741'	85.741°	0.9996	0.0348
3	S 81.40° 32.84'	86.735'	86.735°	0.9992	0.0522
4	S 80.10° 43.74'	87.729'	87.729°	0.9988	0.0696
5	S 78.80° 54.64'	88.723'	88.723°	0.9984	0.0870
6	S 77.50° 65.54'	89.717'	89.717°	0.9980	0.1044
7	S 76.20° 76.44'	90.711'	90.711°	0.9976	0.1218
8	S 74.90° 87.34'	91.705'	91.705°	0.9972	0.1392
9	S 73.60° 98.24'	92.699'	92.699°	0.9968	0.1566
10	S 72.30° 109.14'	93.693'	93.693°	0.9964	0.1740
11	S 71.00° 120.04'	94.687'	94.687°	0.9960	0.1914
12	S 69.70° 130.94'	95.681'	95.681°	0.9956	0.2088
13	S 68.40° 141.84'	96.675'	96.675°	0.9952	0.2262
14	S 67.10° 152.74'	97.669'	97.669°	0.9948	0.2436
15	S 65.80° 163.64'	98.663'	98.663°	0.9944	0.2610
16	S 64.50° 174.54'	99.657'	99.657°	0.9940	0.2784
17	S 63.20° 185.44'	100.651'	100.651°	0.9936	0.2958
18	S 61.90° 196.34'	101.645'	101.645°	0.9932	0.3132
19	S 60.60° 207.24'	102.639'	102.639°	0.9928	0.3306
20	S 59.30° 218.14'	103.633'	103.633°	0.9924	0.3480
21	S 58.00° 229.04'	104.627'	104.627°	0.9920	0.3654
22	S 56.70° 239.94'	105.621'	105.621°	0.9916	0.3828
23	S 55.40° 250.84'	106.615'	106.615°	0.9912	0.4002
24	S 54.10° 261.74'	107.609'	107.609°	0.9908	0.4176
25	S 52.80° 272.64'	108.603'	108.603°	0.9904	0.4350
26	S 51.50° 283.54'	109.597'	109.597°	0.9900	0.4524
27	S 50.20° 294.44'	110.591'	110.591°	0.9896	0.4698
28	S 48.90° 305.34'	111.585'	111.585°	0.9892	0.4872
29	S 47.60° 316.24'	112.579'	112.579°	0.9888	0.5046
30	S 46.30° 327.14'	113.573'	113.573°	0.9884	0.5220
31	S 45.00° 338.04'	114.567'	114.567°	0.9880	0.5394
32	S 43.70° 348.94'	115.561'	115.561°	0.9876	0.5568
33	S 42.40° 359.84'	116.555'	116.555°	0.9872	0.5742
34	S 41.10° 370.74'	117.549'	117.549°	0.9868	0.5916
35	S 39.80° 381.64'	118.543'	118.543°	0.9864	0.6090
36	S 38.50° 392.54'	119.537'	119.537°	0.9860	0.6264
37	S 37.20° 403.44'	120.531'	120.531°	0.9856	0.6438
38	S 35.90° 414.34'	121.525'	121.525°	0.9852	0.6612
39	S 34.60° 425.24'	122.519'	122.519°	0.9848	0.6786
40	S 33.30° 436.14'	123.513'	123.513°	0.9844	0.6960
41	S 32.00° 447.04'	124.507'	124.507°	0.9840	0.7134
42	S 30.70° 457.94'	125.501'	125.501°	0.9836	0.7308
43	S 29.40° 468.84'	126.495'	126.495°	0.9832	0.7482
44	S 28.10° 479.74'	127.489'	127.489°	0.9828	0.7656
45	S 26.80° 490.64'	128.483'	128.483°	0.9824	0.7830
46	S 25.50° 501.54'	129.477'	129.477°	0.9820	0.8004
47	S 24.20° 512.44'	130.471'	130.471°	0.9816	0.8178
48	S 22.90° 523.34'	131.465'	131.465°	0.9812	0.8352
49	S 21.60° 534.24'	132.459'	132.459°	0.9808	0.8526
50	S 20.30° 545.14'	133.453'	133.453°	0.9804	0.8700

ALL DIMENSIONS ARE SHOWN IN FEET.

ALL CURVED DIMENSIONS ARE SHOWN ALONG THE ARC.

THE SPACING OF PIVOTS IS A COMPLETE MOMENT, WHICH IS 4' IN DIAMETER BY 30' LONG.

ALL LOT MARKERS ARE 1/2" STEEL RODS AND 18" LONG.

MATTHEW A. BRADY, L.L.C. & ASSOCIATES
MICHIGAN LAND SURVEYING

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SURVEYOR'S CERTIFICATE
I, MATTHEW A. BRADY, LICENSED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE MICHIGAN LAND SURVEYING ACT, 1978, AND THAT THE REQUIRED EMBODIMENTS UPON THE LANDS AND INTERESTS DESCRIBED EXCEPT AS SHOWN, THAT THE REQUIRED MOVEMENTS AND JOHN MARKERS HAVE BEEN PLACED IN THE GROUND AS REQUIRED BY RULES, REGULATIONS AND ORDINANCES OF THE PUBLIC ACTS OF 1978. THAT THE PLAN AND ACCOMPANYING SECTION 142 OF ACT NO. 93 OF THE PUBLIC ACTS OF 1978, HAS BEEN MAINTAINED UNDER SECTION 142 OF ACT NO. 93 OF THE PUBLIC ACTS OF 1978, THAT THE SEPARATIONS AS SHOWN ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROHIBITED UNDER SECTION 142 OF ACT NO. 93 OF THE PUBLIC ACTS OF 1978.

MATTHEW A. BRADY, L.L.C. & ASSOCIATES
MICHIGAN LAND SURVEYING

DATE	BY	REVISION
01/12/20	MAB	INITIAL PLAN
01/12/20	MAB	FINAL PLAN

SURVEY PLAN

10000 W. HAWTHORNE AVENUE, SUITE 100
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EXHIBIT "E"

AMENDMENT TO
DECLARATIONS OF COVENANTS, CONDITIONS, AND BUILDING AND USE
RESTRICTIONS FOR "MARION MEADOWS" - MARION TOWNSHIP

THE UNDERSIGNED, constituting all of the owners of and interests in the real estate situated in the Township of Marion, Livingston County, Michigan, described in the attachment entitled "Exhibit "A" hereto, hereby AMEND Sections 26 and 27 & ADD Sections 29 & 30 of the attached building and use restrictions recorded January 20, 1999, Liber 2509 Pages 0515-0524 attached hereto on the above described real estate and declare the same to be binding upon all subsequent owners of any part of the above described real estate, their heirs, assigns, and successors and said building and use restrictions shall be covenant running with the land and each person hereafter accepting a deed or other conveyance of any parts or all of the above described real estate shall take the same subject to said building and use restrictions.

SECTION 26 is amended to read as follows:

26 Duration.

These covenants shall run with the land and shall be binding upon each person hereafter accepting a deed or other conveyance of any lot (unit) or parcel as described on Exhibit "A" attached hereto.

SECTION 27 is amended to read as follows:

27 - Amendments.

Until such time as a property owners association is formed or the last parcel is sold in Marion Meadows, Zlatko Blazevski & Susan Blazevski, their personal representative, or such other person as they shall designate from time to time shall have the right and power to modify, amend, alter or expand these restrictions. Thereafter these restrictions may be modified, amended, altered or expanded by the affirmative vote of seventy-five (75%) Percent of the members of the Marion Meadows Property Owner's Association, to be formed and seventy-five (75%) percent of the Condo Owners Association

SECTION 29 & 30 are added to restrictions to read as follows:

29 - Marion Meadows Property Owners Association is to be formed for the benefit of Parcels 1-6 and said -property owners association shall share in the cost of the road maintenance along with Marion Meadows Condominium Homeowners Association, with the parcel owners paying 6/23 of road costs and the Marion Meadows Condo Association paying 17/23 of road maintenance costs. All owners of Parcels 1 through 6, their heirs, successors and assigns, hereby consent and agree that the Co-owners Association of Marion Meadows Site Condominium shall have sole responsibility for determining the need for the maintenance, repair and replacement of Marion Meadows Drive. All payments or reimbursements by owners of Parcels 1 through 6, for their pro-rata share of expenses for maintenance, repairs and/or replacement of Marion Meadows Drive, shall be made to the Co-owners Association as provided within the Declarations of covenants, Conditions and Building and Use Restrictions for Marion Meadows recorded at Liber 2509, Pages 515-524 Livingston County Records and the Master Deed for Marion Meadows Site Condominium, as applicable. The Co-owners Association shall send a bill for any such expense within the time period set forth in the Master Deed and Condominium Bylaws for Marion Meadows Site Condominium and the same shall be subject to payment according to the terms set forth in the Master Deed & Condo By-laws. Furthermore, the undersigned, for themselves, their heirs, successors and assigns, consent to, accept and acknowledge the provisions set forth in the Master Deed for Marion Meadows which are applicable to Marion Meadows Drive and agree to be bound by same.

Section 30 - The undersigned, their heirs, successors and assigns, also grant and convey easements over, under and across all of Marion Meadows Drive as Utility Easements in favor of Marion Township, and any governmental body to which its rights herein may be subsequently assigned, for the construction, installation, operation, maintenance, replacement and repair of (a) public sewer mains and appurtenances for wastewater disposal service and (b) public water supply mains and leads. Should the Township or its assigns exercise its easement rights and construct a water supply system and/or a wastewater disposal system and the easement premises be disturbed, the Township or its assigns shall be obligated to restore the disturbed premises to a like condition as existed prior to the commencement of the construction, maintenance or repair activities.

