

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.

1019118 Jennifer M. Nash, Treasurer

2018 Taxes not examined Certificate # 26973

2018R-027168

RECORDED ON

10/09/2018 03:42:42 PM

BRANDON DENBY

REGISTER OF DEEDS

LIVINGSTON COUNTY, MI 48843

RECORDING: 26.00

REMON: 4.00

PAGES: 59

59
MASTER DEED

THE DELLS OF MARION OAKS

Plan No. 425

A 118 UNIT SITE CONDOMINIUM PROJECT LOCATED IN
MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

Tax ID #: 4710-12-300-008

10-09-18P01:30 RCV D

Parent Parcel

10-12-300-004

CML



MASTER DEED

THE DELLS OF MARION OAKS

This Master Deed is made and executed on this 9th day of October, 2018, by THE DELLS OF MARION OAKS, LLC, whose office address is 1295 Maxfield Road, Brighton, Michigan 48114, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended).

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, and the Project Shared Elements sheet attached hereto as Exhibit C (said exhibits are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential site condominium project under the provisions of the Act.

WHEREAS, the real property described in Article II below, to be known as The Dells of Marion Oaks, is one component of a multi-component condominium project, the project to be known as Marion Oaks, as shown in the Condominium Subdivision Plan attached hereto as Exhibit B and the Project Shared Elements sheet attached hereto as Exhibit C. Developer will be recording this Master Deed in conjunction with two (2) other master deeds, a specific one for each of the other residential components in the Development, along with a Declaration of Covenants, Conditions, Easements, and Restrictions for the entire Development. It is the intent of the Developer that each co-owner, as defined in the Act, be bound by the master deed for the specific component that co-owners live in and that all owners of property in the Development be bound by the Declaration Covenants, Conditions, Easements, and Restrictions.

NOW, THEREFORE, the Developer, by recording this Master Deed, hereby establishes The Dells of Marion Oaks as a condominium project, as defined in Section 4 of the Act, and declares that The Dells of Marion Oaks shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, and otherwise utilized, subject to the provisions of the Act, and the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and Exhibits A, B, and C hereto, all of which shall be deemed to run with the land and be a burden and a benefit to the Developer, its successors, and its assigns, and any persons acquiring or owning an interest in the Condominium Premises and their grantees, successors, heirs, personal representatives, and assigns, together with the other governing documents as described herein.

ARTICLE I

OVERVIEW

The Condominium Project shall be known as The Dells of Marion Oaks, Livingston County Condominium Subdivision Plan No. 425. The Condominium Project is established in accordance with the Act. This Master Deed is made to establish Component A of the Development,

which shall be known as The Dells of Marion Oaks, and which is shown on the attached Exhibit B. The Condominium is established in accordance with the Act as a site condominium. The Units contained in the Condominium Project, including the number, boundaries, dimensions, area, and volume of each Unit, are set forth completely in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit is capable of individual utilization by virtue of having its own entrance from and exit to either a public road or a Common Element of the Condominium Project and/or the Development. Each Co-Owner in the Condominium shall have an exclusive right to the Unit owned by said Co-Owner and shall have an undivided and inseparable right to share with other Co-Owners in the Common Elements and share with other owners of units in the Development in the Project Shared Elements.

ARTICLE II LEGAL DESCRIPTION

The land that comprises the Condominium Premises established by this Master Deed is located in Marion Township, Livingston County, Michigan, and is described as follows:

PART OF THE SOUTHWEST 1/4 OF SECTION 12, T2N-R4E, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 12; THENCE ALONG THE CENTERLINE OF PINCKNEY ROAD (66 FOOT WIDE RIGHT OF WAY) AND THE WEST LINE OF SECTION 12, S 02°26'19" E, 944.35 FEET; THENCE N 87°33'41" E, 175.00 FEET; THENCE S 88°36'13" E, 136.00 FEET, TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE N 03°23'08" W, 54.16 FEET; THENCE S 87°33'41" W, 134.80 FEET; THENCE N 02°26'19" W, BEING 175 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SECTION 12, A DISTANCE OF 807.46 FEET; THENCE N 41°48'51" E, 91.84 FEET; THENCE N 86°36'52" E, BEING 30 FEET SOUTHERLY OF AND PARALLEL WITH THE EAST AND WEST 1/4 LINE OF SECTION 12, A DISTANCE OF 1115.74 FEET; THENCE S 58°46'03" E, 116.24 FEET; THENCE S 25°00'32" E, 124.45 FEET; THENCE S 09°40'03" E, 331.99 FEET; THENCE S 12°10'01" W, 490.12 FEET; THENCE N 77°49'59" W, 120.00 FEET; THENCE S 12°10'01" W, 46.94 FEET; THENCE WESTERLY ALONG AN ARC TO THE LEFT, HAVING A LENGTH OF 460.05 FEET, A RADIUS OF 1533.00 FEET, A CENTRAL ANGLE OF 17°11'39", AND A LONG CHORD WHICH BEARS N 84°47'19" W, 458.32 FEET; THENCE S 86°36'52" W, 524.55 FEET, TO THE POINT OF BEGINNING, CONTAINING 28.20 ACRES, MORE OR LESS, AND SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

Tax ID #: 4710-12-300-008

Together with and subject to easements, restrictions, and governmental limitations of record, and the rights of the public or any governmental unit in any part of the subject property taken or used for road, street, or highway purpose. The obligations of the Developer under the foregoing instruments are or shall be assigned to, and thereafter performed by, the Project Association on behalf of the Co-Owners. Also subject to the easements and reservations established and reserved in Article VI and X below. This Master Deed is further subject to a certain Consent Judgment

dated May 31, 2007, and recorded in the Livingston County Register of Deeds, Document No. 2007R-019945; and a Declaration of Restrictive Covenants dated 10/8/18 and recorded at the Livingston County Register of Deeds, Document No. 2018R-027163

ARTICLE III DEFINITIONS

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

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

Section 3.2 “Board of Directors” or “Directors” shall mean the board of directors of the Project Association. The Board of Directors will initially be those individuals selected by the Developer and later it will be elected by the Co-Owners, as provided in the Condominium Bylaws.

Section 3.3 “Bylaws” means Exhibit A attached to this Master Deed, which sets forth the substantive rights and obligations of the Co-Owners and which is required by Section 53 of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Project Association, as allowed under the Michigan Nonprofit Corporation Act.

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

Section 3.5 “Condominium Documents” means this Master Deed and Exhibits A, B, and C attached hereto, the Declaration, the Articles of Incorporation of the Project Association, and the rules and regulations, if any, of the Project Association, as any or all of the foregoing may be amended from time to time.

Section 3.6 “Condominium Premises” means the land described in Article II above, all improvements and structures thereon, and all easements, rights, and appurtenances belonging to The Dells of Marion Oaks.

Section 3.7 “Condominium Project,” “Condominium,” “Project,” or “The Dells of Marion Oaks” are used synonymously to refer to The Dells of Marion Oaks, which is Component A of the Development, as shown in the attached Exhibit B, and which is established by the recording of this Master Deed.

Section 3.8 “Condominium Subdivision Plan” means Exhibit B to this Master Deed. The

Condominium Subdivision Plan depicts and assigns a number to each Condominium Unit and describes the nature, location, and approximate dimensions of certain Common Elements.

Section 3.9 “Consent Judgment” means a certain consent judgment dated May 31, 2007, for a case heard in the 44th Circuit Court for the County of Livingston, captioned *Marion Oaks Development, LLC, v Township of Marion*, Case No. 04-20849-CZ, a copy of which is recorded in the Livingston County Register of Deeds, Document No. 2007R-019945, and which burdens the land comprised of the Development, including the Condominium Premises, as described in Article II of this Master Deed.

Section 3.10 “Consolidating Master Deed” means the amended Master Deed that shall describe The Dells of Marion Oaks as a completed condominium project, as defined in Section 4 of the Act, and shall reflect all Units and Common Elements therein and the percentage of value applicable to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Livingston County Register of Deeds, shall supersede this recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to this Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Livingston County Register of Deeds confirming that the Units and Common Elements “as built” are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded.

Section 3.11 “Construction and Sales Period” means the period commencing with the recordation of this Master Deed and continuing during the period that the Developer owns (in fee simple, as a land contract purchaser, or as an optionee) any Unit in The Dells of Marion Oaks.

Section 3.12 “Co-Owner” means an individual, firm, corporation, partnership, association, trust, or other legal entity (or any combination thereof) who or which owns or is purchasing by land contract one or more Units in the Condominium. Unless the context indicates otherwise, the term “Owner,” wherever used, shall be synonymous with the term “Co-Owner.”

Section 3.13 “Declaration” means a certain Declaration of Covenants, Conditions, Easements, and Restrictions dated 10/8/18 and recorded at the Livingston County Register of Deeds, Document No. 2018R-027163 which burdens the land comprised of the Development, including the Condominium Premises, as described in Article II of this Master Deed.

Section 3.14 “Developer” means THE DELLS OF MARION OAKS, LLC, an organization that made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term “Developer” whenever, however, and wherever such terms are used in the Condominium Documents. However, the word “successor,” as used in this Section 3.14, shall not be interpreted to mean a “Successor Developer” as defined in Section 135 of the Act.

Section 3.15 “Development” means Marion Oaks Development, a multi-component

condominium project, which consists of three (3) residential condominium components, including this Condominium, and a recreational component.

Section 3.16 “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 that properly may be brought before the meeting.

Section 3.17 “General Common Elements” means those Common Elements of the Condominium described in Article IV, Section 4.1, of this Master Deed, which are for the use and enjoyment of all Unit Owners within the Condominium Project, subject to such charges as may be assessed to defray the cost of the operation thereof.

Section 3.18 “Limited Common Elements” means those Common Elements of the Condominium described in Article IV, Section 4.2, of this Master Deed, which are reserved for the exclusive use of the Co-Owners of a specified Unit or Units.

Section 3.19 “Project Association” means the Marion Oaks Development Association, which is the nonprofit corporation organized under Michigan law of which all owners of units within the Development shall be members, which includes all Co-Owners within this Condominium, and which shall administer, operate, manage, and maintain the Development and the Project Shared Elements in accordance with the Declaration.

Section 3.20 “Project Shared Elements” means those shared elements of the entire Development, described in Section 1 of the Declaration and shown on the attached Exhibit C, which are for the use and enjoyment of all unit owners within the Development, which includes all Co-Owners within this Condominium, subject to such charges as may be assessed to defray the cost of the operation thereof.

Section 3.21 “Transitional Control Date” means the date on which a Board of Directors of the Project Association takes office pursuant to an election in which the votes that may be cast by eligible owners within the Development unaffiliated with the Developer exceed the votes that may be cast by the Developer.

Section 3.22 “Township” means Marion Township, located in the County of Livingston, State of Michigan.

Section 3.23 “Unit” or “Condominium Unit” each mean a single condominium unit in The Dells of Marion Oaks, as the same is described in Section 5.1 of this Master Deed and on Exhibit B hereto, and each shall have the same definition as the term “Condominium Unit” has in the Act. All structures and improvements now or hereafter located within the boundaries of the Unit, including, by way of illustration only, dwelling and appurtenances, shall be owned in their entirety by the Co-Owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

Wherever any reference is made to one gender, the reference shall include a reference to

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

ARTICLE IV COMMON ELEMENTS

The Common Elements of the Condominium described in Exhibit B to this Master Deed and the respective responsibilities for maintenance, decoration, repair, replacement, restoration, or renovation thereof are as follows:

Section 4.1 General Common Elements. All General Common Elements for the Condominium will be maintained by the Project Association, and an easement for the use and enjoyment of all General Common Elements of the Condominium will be granted to the Project Association for the use and benefit of such General Common Elements by all owners of units in the Development. The General Common Elements for the Project include:

(a) All private roadways and emergency access drives throughout the Condominium Project; all easement interests appurtenant to the Condominium Project, including, but not limited to, easements for ingress, egress, and utility installation over, across, and through non-Condominium Project property or individual units in the Condominium Project; and the lawns, trees, shrubs, and other improvements not located within the boundaries of a Unit in the Condominium Project.

(b) The electrical transmission mains and wiring throughout the Condominium Project up to the point of lateral connection for unit service, which is located at the boundary of the Unit, together with common lighting for the Condominium Project, if any, installed by the Developer or Project Association in its/their sole discretion.

(c) The telephone system throughout the Condominium Project up to the ancillary connection for Unit service, which is located at the boundary of the Unit.

(d) The gas distribution system throughout the Condominium Project, if and when it may be installed, up to the point of lateral connection for Unit service, which is located at the boundary of the Unit, but excluding the gas meter for each Unit.

(e) The cable television and any other telecommunications systems throughout the Condominium Project, if and when it may be installed, up to the point of the ancillary connection for Unit service, which is located at the boundary of the Unit.

(f) The sidewalks, bike paths, and walking paths (collectively, "Walkways"), if any, installed by the Developer or the Project Association.

(g) All landscaping, sprinkler systems, berms, trees, plantings, and signage for the Condominium Project, Walkways, and other structures and improvements, if any, located within the land owned by the Project Association.

(h) The storm water drainage system throughout the Condominium Project, including open-ditch drainage, below-ground and above-ground drainage systems, retention ponds, and detention ponds, if any, up to the point of Unit service, which is located at the boundary of the Unit.

(i) The sanitary sewer and water systems throughout the Condominium Project that are within the road right of way will be dedicated to the Township; the Project Shared Elements will include any remaining part of the sanitary sewer systems that runs throughout the Condominium Project up to the point such systems are connected with their respective mains in the road right of way.

(j) The landscaped islands, if any, within the roads in the Condominium Project, subject, however, to the rights therein of the public and any governmental unit.

(k) All easements (if any) that are appurtenant to and that benefit the Condominium Project pursuant to recorded easement agreements, reciprocal or otherwise.

(l) Such other elements of the Condominium Project not designated as Project Shared Elements or Limited Common Elements that are not enclosed within the boundaries of a Unit and that are intended for common use or are necessary for the existence, upkeep, or safety of all Unit Owners within the Condominium Project.

Section 4.2 Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) *Driveways.* Each driveway leading from a road to a Unit or from a shared driveway, extending beyond the portion depicted as a General Common Element or Project Shared Element on Exhibit B, shall be a Limited Common Element limited in use to the Unit of corresponding number as designated in the Condominium Subdivision Plan attached as Exhibit B to this Master Deed.

(b) *Sanitary Sewer and Water Systems.* The portions of the sanitary sewer and water systems for the Condominium that are contained within the boundaries of any Unit shall be considered a Limited Common Element applicable to such Unit.

Section 4.3 Responsibilities. The respective responsibilities for the installations within and the maintenance, decoration, repair, replacement, renovation, and restoration of the Units and Common Elements are as follows:

(a) *Co-Owner Responsibility for Units and Limited Common Elements.* It is anticipated that a separate residential dwelling (including attached garage and porches) will be constructed within each Unit depicted on Exhibit B. It is also anticipated that various improvements and structures appurtenant to each such dwelling will or may also be constructed within the Unit and may extend into the Limited Common Element appurtenant to the Unit, which improvements and structures (collectively, "Appurtenances") may include, but are not limited to,

a driveway, deck, balcony, patio, atrium, courtyard hot tub, swimming pool, play structure, basketball backboard, lawn, berms, trees, plantings, and other landscaping. Except as otherwise expressly provided in this Master Deed or the Bylaws, the responsibility for and the cost of installation, maintenance, decoration, repair, renovation, restoration, and replacement of any dwelling and of any Appurtenances within a Unit and of any other Limited Common Element appurtenant to the applicable Unit shall be borne by the Co-Owner of the Unit that is served thereby; provided, however, that the exterior appearance of the dwelling and the Appurtenances, to the extent visible from any other Unit or Common Element within the Condominium, shall be subject at all times to the prior approval of the Developer or the Project Association. Each Co-Owner shall also be responsible for arranging for and paying all costs in connection with the extension of utilities from the mains or such other facilities, as are located at the boundary of the Common Element or Project Shared Element appurtenant to such Co-Owner's Unit to the dwelling or other structures located within the Unit, including, but not limited to, the laterals and leads for the sewer and water systems. All costs of electricity, telephone, natural gas, storm drainage, sewer system, cable television, other telecommunications system, and any other utility services shall be borne by the Co-Owner of the Unit to which the services are furnished. All utility meters, laterals, leads, and other such facilities located or to be located within the Co-Owner's Unit shall be installed, maintained, repaired, renovated, restored, and replaced at the expense of the Co-Owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority, and the Project Association shall have no responsibility with respect to such installation, maintenance, repair, renovation, restoration, or replacement. In connection with any amendment made by the Developer pursuant to Article VII of this Master Deed, the Developer may designate additional Limited Common Elements that are to be installed, maintained, decorated, repaired, renovated, restored, and replaced at Co-Owner expense or, in proper cases, at Project Association expense.

(b) Project Association Responsibility for Units and Limited Common Elements.

The Project Association, acting through its Board of Directors, may undertake regularly recurring, reasonably uniform, periodic exterior maintenance, repair, renovation, restoration, and replacement functions with respect to Units and the dwellings, Appurtenances, and other Limited Common Elements associated therewith, as it may deem appropriate (including, without limitation, snow removal from driveways). Nothing contained herein, however, shall require the Project Association to undertake such responsibilities. Any such additional responsibilities undertaken by the Project Association shall be charged to any affected Co-Owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer, in the initial maintenance budget for the Project Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith. The Project Association, acting through its Board of Directors, may also (but has no obligation to) undertake any maintenance, repair, renovation, restoration, or replacement obligation of the Co-Owner of a Unit with respect to said Unit, and the dwelling, Appurtenances, and other Limited Common Elements associated therewith, to the extent that said Co-Owner has not performed such obligation, and the cost thereof shall be assessed against said Co-Owner. The Project Association in such case shall not be responsible for any damage thereto arising as a result of the Project Association performing said Co-Owner's unperformed obligations.

(c) Common Lighting. The Developer and/or the Project Association may, but is/are not required to, install illuminating fixtures within the Condominium and to designate the same as common lighting as provided in the Declaration. Some of the common lighting may be installed within the Project Shared Elements or may be located within Limited Common Elements or fixed to dwelling exteriors. The cost of electricity for common lighting located within any Unit may be metered by the individual electric meter of the Co-Owner to whose Unit the same is appurtenant and shall be paid by such individual Co-Owner without reimbursement therefore from the Project Association. Said fixtures shall be maintained, repaired, renovated, restored, and replaced and light bulbs furnished by the Project Association. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Project Association in its discretion. No Co-Owner shall modify or change such fixtures in any way nor cause the electrical flow for their operation to be interrupted at any time. If the fixtures operate on photo electric cells, the timers for such cells shall be set by and at the discretion of the Project Association, and shall remain lit at all times determined by the Project Association.

(d) Project Shared Elements. The costs of making installations in the Project Shared Elements (excluding those made by the Developer) and the costs and responsibility for the decorating, maintaining, repairing, renovating, restoring, and replacing of all Project Shared Elements and improvements and structures therein, including, but not limited to, any costs associated with the roadways and shared drives and the entry way landscaping and/or signage and sprinkler system serving the entry way area, shall be borne by the Project Association, as further described in the Declaration. This responsibility includes, but is not limited to, maintaining all private roads or streets within the Condominium to the specifications provided in Section 6.20 of the Township's Zoning Ordinance, as amended, including but not limited to removing snow from any private roads or streets within the Condominium.

(e) Residual Damage. Except as otherwise specifically provided in this Master Deed, any damage to any Unit or the dwelling, Appurtenances, or other Limited Common Elements associated therewith arising as a result of the Project Association undertaking its rights or responsibilities as set forth in this Section 4.3 shall be repaired at the Project Association's expense.

Section 4.4 Use of Units and Common Elements. No Co-Owner shall use its Unit, the Common Elements, or the Project Shared Elements in any manner inconsistent with the purposes of the Condominium and/or the Development or in any manner that will interfere with or impair the rights of any other unit owner within the Development in the use and enjoyment of its unit, the Common Elements, or the Project Shared Elements. This includes, but is not limited to, all Co-Owners refraining 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 bound to or returning from any of the properties and having a need to use the roads.

Section 4.5 Alterations. Until the Developer has sold all of the Units in the Condominium, it may, in its discretion and with the approval of the Township of Marion: (1)

modify the dimensions of unsold Units, the Common Elements appurtenant to any Unit by enlargement, combination, division, or reduction in size; and (2) make such structural alterations as it deems necessary or appropriate to any unsold Units or Common Elements. However, no such modifications or alterations may be performed that would unreasonably impair or diminish the appearance of the Condominium or the view, privacy, or other significant attribute or amenity of any Unit sold by Developer that adjoins or is proximate to the modified Unit. All space in the Condominium, since it is or could be affected by such a modification or structural alteration, is hereby designated as "convertible areas," whether or not so designated on the Condominium Subdivision Plan attached hereto as Exhibit B. Such space may be converted, in the Developer's sole discretion, into portions of a Unit, Common Element, or any combination, and the responsibility for maintenance, repair, and replacement therefor may be assigned by an amendment to this Master Deed affected solely by Developer without the consent of any other person. No Unit altered or modified in accordance with the provisions of this section shall be conveyed until an amendment to this Master Deed effectuating such modification is recorded. The Developer may, in connection with any such amendment, readjust Percentages of Value for all Units in a manner that gives a reasonable recognition to such Unit or Common Element modifications based upon the method of original determination of Percentages of Value for the Condominium.

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 and, subject to the limitations set forth herein, proportionate reallocation of Percentages of Value of existing Units that Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer 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 4.6 Reassignment of Limited Common Elements. A Limited Common Element, such as a parking space, may be reassigned, after notice to any affected mortgagee, by a written application to the Board of Directors of the Project Association signed by the Co-Owners whose interest will be affected thereby. Upon receipt of such application, the Board shall promptly prepare or cause to be prepared and execute an amendment to this Master Deed reassigning all rights and obligations with respect to the Limited Common Elements involved and shall deliver such amendment to the Co-Owners of the Units affected upon payment by them of all reasonable costs for the preparation and approval thereof.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1 Description. Each Unit in the Condominium is described in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit shall consist of the area contained within the Unit boundaries as shown on Exhibit B and delineated with heavy outlines, together with all Appurtenances located within such Unit boundaries. Detailed architectural plans for the Condominium Project will be placed on file with the Township of Marion, Livingston County, Michigan.

Section 5.2 Condominium Percentage of Value. The Percentage of Value for each Unit within the Condominium shall be equal. The determination that the Percentages of Value should be equal was made after reviewing the comparative characteristics of each Unit in the Condominium and concluding that there are no material differences among the units that affect the allocation of Percentages of Value. The total value of the Condominium is 100%.

Section 5.3 Project Interest. The membership interest for each unit within the Development shall also be equal, as described in the Declaration.

ARTICLE VI EASEMENTS AND RESERVATIONS

Section 6.1 Easement For Utilities and Maintenance of Encroachment. In the event any portion of a Unit (or dwelling or Appurtenances constructed therein) or Common Element (or Appurtenances constructed therein) encroaches upon another Unit or Common Element due to shifting, settling, or moving of the dwelling or the Appurtenances or other Limited Common Elements associated therewith, or due to survey errors, construction deviations, replacement, restoration, or repair, or due to the requirements of the Livingston County Health Department or the Township, reciprocal easements shall exist for such encroachment, and for the installation, maintenance, repair, restoration, and replacement of the encroaching property, dwelling, and/or Appurtenances or other Limited Common Elements associated therewith. In the event of damage or destruction, there shall be easements to, through, under, and over those portions of the land, dwellings, and Appurtenances and other Limited Common Elements associated therewith for the continuing maintenance, repair, renovation, restoration, and replacement of all utilities in the Condominium. One of the purposes of this Section is to clarify that Co-Owners have the right to maintain these Appurtenances and other Limited Common Elements that project into the Common Elements or Project Shared Elements surrounding each Unit.

Section 6.2 Easements Retained by Developer.

(a) Utility Easements. The Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors, assigns, the Township and any other appropriate governmental body, and all future owners of any land contiguous to the Condominium and/or Project, easements to enter upon the Condominium Premises to utilize, tap, tie into, extend and enlarge, and otherwise install, maintain, repair, restore, renovate, and replace all utility improvements located within the Condominium Premises, including, but not limited to, gas, water, sanitary sewer, storm drains (including retention and detention ponds), telephone, electrical, and cable television and other telecommunications, and all improvements, as identified in the approved final site plan for the Condominium Project and all plans and specifications approved in writing by the Township, as well as any amendments thereto approved in writing by the Township. If any portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted to Developer, its successors, or its assigns under this Section 6.2(a) or Section 6.2(b), Developer shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance.

(b) Additional Easements. The Developer reserves for itself, its successors, and its assigns the right, at any time prior to the expiration of the Construction and Sales Period, to reserve, dedicate, and/or grant public or private easements over, under, and across the Condominium Premises for the installation, utilization, repair, maintenance, decoration, renovation, restoration, and replacement of rights-of-way, walkways, the storm water drainage system, including retention or detention ponds, water system, sanitary sewer systems, electrical transmission mains and wiring, telephone system, gas distribution system, cable television and other telecommunication system, and other public and private utilities, including all equipment, facilities, and Appurtenances relating thereto, as identified in the approved final site plan for the Condominium Project, and all plans approved in writing by the Township, as well as any amendments thereto approved by the Township. The Developer reserves the right to assign any such easements to governmental units or public utilities or, as to the storm water drainage system, Co-Owners of affected Units, and to enter into maintenance agreements with respect thereto. Any of the foregoing easements or transfers of title may be conveyed by the Developer without the consent of any Co-Owner, mortgagee, or other person who now or hereafter shall have any interest in the Condominium by the recordation of an appropriate amendment to this Master Deed and Exhibit B hereto. All of the Co-Owners and mortgagees of Units and other persons now or hereafter interested in the Condominium from time to time shall be deemed to have unanimously consented to any amendments of this Master Deed to effectuate the foregoing easements or transfers of title. All such interested persons irrevocably appoint the Developer as agent and attorney to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 6.3 Grant of Easements by Project Association. The Project Association, acting through its Board of Directors, shall be empowered and obligated to grant such easements, licenses, rights-of-entry, and rights-of-way over, under, and across the Condominium Premises as are reasonably necessary or advisable for utility purposes (including, but not limited to, sewer and water), access purposes, or other lawful purposes, subject, however, to the approval of the Developer during the Construction and Sales Period and subject to the written approval of the Township. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to such easements be varied, without the consent of each person benefited or burdened thereby.

Section 6.4 Grant of Easements and License to Project Association. The Project Association, acting through its Board of Directors, and all unit owners in the Development are hereby granted easements, licenses, rights-of-entry, and rights-of-way to and over, under, and across the Common Elements or Project Shared Elements and the Condominium Premises for such purposes as are reasonably necessary or advisable for the full use and enjoyment and the construction, maintenance, repair or replacement of the Common Elements for the benefit of all owners of units in the Development. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to such easements be varied, without the consent of each person benefited or burdened thereby.

Section 6.5 Easements for Maintenance, Repair, Restoration, Renovation, and

Replacement. The Developer, the Project Association, the Township, and all public and private utilities and public authorities responsible for publicly dedicated roads shall have such easements over, under, and across the Condominium, including all Units and Common Elements, as may be necessary to fulfill any installation, maintenance, repair, decoration, renovation, restoration, or replacement responsibilities that are required or permitted to perform under the Condominium Documents, by law, or as may be necessary to respond to any emergency. The foregoing easements include, without limitation, the right of the Project Association to obtain access during reasonable hours and upon reasonable notice, for purposes of inspecting the dwelling constructed on a Unit and/or other Limited Common Elements and/or Appurtenances constructed therein to ascertain that they have been designed and constructed in conformity with standards imposed and/or specific approvals granted by the Developer (during the Construction and Sales Period) and thereafter by the Project Association.

Section 6.6 Telecommunications Agreements. The Project Association, acting through its Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses, and other rights-of-entry, use, and access, and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements, and multi-unit agreements, and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees, as may be necessary, convenient, or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna, and similar services to the Condominium or any Unit therein. Notwithstanding the foregoing, in no event shall the Project Association, through its Board of Directors, enter into any contract or agreement or grant any easement, license, or right-of-entry or do any other act that will violate any provision of any federal, state, or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing any telecommunications related equipment or improvements or sharing periodic subscriber service fees shall be receipts affecting the administration of the Condominium within the meaning of the Act and shall be paid over to and shall be the property of the Project Association except for funds previously advanced by Developer, for which the Developer has a right of reimbursement from the Project Association.

Section 6.7 Easement for Municipal Wastewater Disposal Mains. There shall exist and the Developer does hereby grant and convey to the Township the non-exclusive right to use the Utility Easements, as depicted in Exhibit B and any re-plats thereof, for the benefit of the Township, its agents, contractors, and any governmental body operating the municipal wastewater disposal system that provides the sewage disposal service to the Units. The easement shall be for purposes of construction, operation, maintenance, inspection, repair, alteration, replacement, and/or removal of sewer mains, excavation, and refilling of ditches and trenches necessary for the location of installations and for all purposes incidental thereto. The easement includes the right of the Township to enlarge, extend, or tie into the sanitary sewer mains, as necessary, for other Township purposes. If the Township or its assigns exercise the right to use this easement, upon completion of any work on the easement, any disturbed areas shall be restored to a like condition as existed prior to the commencement of the work.

Section 6.8 Easement for Municipal Water Mains. There shall exist and the Developer

does hereby grant and convey to the Township the non-exclusive right to use the Utility Easements, as depicted in Exhibit B and any re-plats thereof, for the benefit of the Township, its agents, contractors, and any governmental body operating the municipal water disposal system that provides the water disposal service to the Units. The easement shall be for purposes of construction, operation, maintenance, inspection, repair, alteration, replacement, and/or removal of water mains, excavation, and refilling of ditches and trenches necessary for the location of installations and for all purposes incidental thereto. The easement includes the right of the Township to enlarge, extend, or tie into the water mains, as necessary, for other Township purposes. If the Township or its assigns exercise the right to use this easement, upon completion of any work on the easement, any disturbed areas shall be restored to a like condition as existed prior to the commencement of the work.

Section 6.9 School Bus and Emergency Vehicle Access Easement. Developer reserves for the benefit of the Township, any private or public school system, and any emergency service agency an easement over all roads in the Condominium for use by the Township, private or public school busses, and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, school bus services, fire and police protection, ambulances and rescue services, and other lawful governmental or private emergency services to the Condominium Project and Co-Owners thereof. The foregoing easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public, as all streets and roads within the Condominium are private and may never be maintained or accepted by the Livingston County Road Commissioners. If, however, any private streets or roads within the Condominium are not repaired or maintained by the Association or Co-Owners, the Township may bring the road up to established Township standards as set forth in Section 6.20 of the Township's Zoning Ordinance, as amended, and assess owners of parcels on the private road for the improvements, plus an administrative fee. No public funds of the Township are to be used to build, repair, or maintain any private roads or streets within the Condominium.

Section 6.10 Project Association Assumption of Obligations. The Project Association, on behalf of the Co-Owners, shall assume and perform all of the Developer's obligations under any easement pertaining to the Condominium Project or Common Elements.

Section 6.11 Termination of Easements. Developer reserves the right to terminate and revoke any utility or other easement granted in or pursuant to this Master Deed at such time as the particular easement has become unnecessary. (This may occur, by way of illustration only, when a utility easement is relocated to coordinate development of property adjacent to the Condominium Project.) No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be affected by the recordation of an appropriate termination instrument or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act, provided that any such amendment is first approved in writing by the Township.

ARTICLE VII AMENDMENT

Except as otherwise expressly provided in this Master Deed or in the Act, the Condominium shall not be terminated, vacated, revoked, or abandoned except as provided in the Act, nor may any of the provisions of this Master Deed or Exhibit B be amended (but Exhibit A hereto may be amended as therein provided) except as follows:

Section 7.1 Amendments.

(a) Without Co-Owner and Mortgagee Consent. The Condominium Documents may be amended by the Developer or the Project Association without the consent of Co-Owners or mortgagees for any purpose if the amendment does not materially alter or change the rights of a Co-Owner or mortgagee. Amendments modifying the types and sizes of unsold Units and their appurtenant Common Elements, showing minor architectural variances and modifications to a Unit, correcting survey or other errors made in the Condominium Documents, or for the purpose of facilitating mortgage loan financing for existing or prospective Co-Owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, or by any other institutional participant in the secondary mortgage market that purchases or insures mortgages, shall be examples of amendments that do not materially alter or change the rights of a Co-Owner or mortgagee.

(b) With Co-Owner and Mortgagee Consent. An amendment may be made, even if it will materially alter or change the rights of the Co-Owners or mortgagees, with the consent of not less than two-thirds (2/3) of the votes of the Co-Owners entitled to vote as of the record date of such vote and two-thirds (2/3) of the votes of the mortgagees; provided, that a Co-Owner's Unit dimensions or Limited Common Elements may not be modified without its consent, nor may the formula used to determine Percentages of Value for the Project or provisions relating to the purpose of usage, ability, or terms under which a Unit currently is leased or may be rented be modified without the consent of the Developer and each affected Co-Owner and mortgagee. Rights reserved by the Developer herein, including without limitation, rights to amend for purposes of expansion and/or modification of Units, shall not be amended without the written consent of the Developer so long as the Developer or its successors or assigns continue to own or to offer for sale any Unit in the Project, have the right to create one or more additional Units, or continues to own any interest in the Condominium Premises. For purposes of this subsection, a mortgagee shall have one vote for each mortgage held.

(c) Material Amendment By Developer. A material amendment may also be made unilaterally by the Developer without the consent of any Co-Owner or mortgagee for the specific purpose(s) reserved by the Developer in this Master Deed. During the Construction and Sales Period, this Master Deed shall not be amended nor shall the provisions of this Master Deed be modified in any way without the written consent of the Developer or its successors or assigns.

(d) Developer's Reserved Amendments. Notwithstanding any contrary provision of the Condominium Documents, Developer reserves the right to amend materially this Master Deed or any of its exhibits for any of the following purposes:

- i. To amend the Condominium Bylaws, subject to any restrictions on amendments stated therein;
- ii. To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan, or Condominium Bylaws, or to correct errors in the boundaries or locations of improvements, including revising the Subdivision Plan to fully comply with the applicable regulations;
- iii. To clarify or explain the provisions of this Master Deed or its exhibits;
- iv. To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing mortgages on Units in the Condominium Premises;
- v. To create, grant, make, define, or limit easements affecting the Condominium Premises;
- vi. To record an "as built" Condominium Subdivision Plan and/or consolidating Master Deed and/or to designate any improvements shown on the Plan as "must be built," subject to any limitations or obligations imposed by the Act;
- vii. To terminate or eliminate reference to any right which Developer has reserved to itself herein; and
- viii. To make alterations described in this Master Deed, even if the number of Units in the Condominium would thereby be increased or reduced.

Amendments of the type described in this Subsection 7.1(d) may be made by the Developer without the consent of Co-Owners or mortgagees, and any Co-Owner or mortgagee having an interest in a Unit affected by such an amendment shall join with the Developer in amending this Master Deed.

(e) Costs and Expenses; Notice. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of the prescribed majority of Co-Owners and mortgagees, the costs of which are expenses of administration. The Co-Owners and mortgagees of record shall be notified of proposed amendments under this Section not less than ten (10) days before the amendment is recorded.

(f) Developer Consent Required. Articles II, IV, V, VI, VII, VIII, IX, and X 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 so long as there remains any Unit that may be created. Developer's reservation of easement rights for adjacent property and Developer's right to consent to all easements affecting the Condominium shall be perpetual and cannot be amended.

(g) Township of Marion Consent Required. No amendment of this Master Deed or the Condominium Documents may be made without the prior written consent of the Township of Marion, if such amendment would affect a right of the Township of Marion set forth or reserved with in this Master Deed or in the Condominium Documents.

Section 7.2 Termination. If there is a Co-Owner other than the Developer, the Condominium may be terminated only with consent of the Developer and not less than 80% of the Co-Owners and mortgagees, as follows:

(a) Execution of Agreement. Agreement of the required number of Co-Owners and mortgagees to termination of the Condominium shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

(b) Ownership of Condominium. Upon recordation of an instrument terminating the Condominium, the property constituting the Condominium shall be owned by the Co-Owners as tenants in common in proportion to their Condominium Percentage of Value immediately before recordation. As long as the tenancy in common lasts, each Co-Owner or the heirs, successors, or assigns thereof shall have an exclusive right of occupancy of that portion of the property, which formerly constituted the Unit.

(c) Ownership of Association Assets. Upon recordation of an instrument terminating the Condominium, any rights the Co-Owners may have to the assets of the Project Association shall be in proportion to their respective undivided interests in the Common Elements or Project Shared Elements (as detailed in the Declaration) immediately before recordation. Any common profits shall be distributed in the same proportions except as otherwise required under the Condominium Documents and the Act.

(d) Notice of Termination. Notification of termination by first class mail shall be made to all parties interested in the Condominium, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who deposited funds.

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; and engage in such other acts as it deems necessary to facilitate the development and sale of the Condominium. Developer shall have such access to, from, and over the Condominium as may be reasonable to enable the development and sale of Units in the Condominium. In connection therewith Developer shall have full and free

access to all Common Elements and unsold Units.

ARTICLE IX MODIFICATION OF UNITS AND LIMITED COMMON ELEMENTS

Notwithstanding anything to the contrary contained in this Master Deed or the Bylaws, the Units in the Condominium and other Common Elements may be modified and the boundaries relocated in accordance with Section 48 of the Act and this Article X; such changes in the affected Unit or Units and its/their appurtenant Common Elements shall be promptly reflected in duly recorded Amendment or Amendments to this Master Deed.

Section 9.1 Modification of Units and Common Elements. The Developer may, in its sole discretion and without being required to obtain the consent of any person whatsoever (including Co-Owners and mortgagees of Units), except for the Township, whose written consent must be obtained, modify the size, location, or configuration of Units or other Project or Limited Common Elements appurtenant or geographically proximate to any Units as described in the Condominium Subdivision Plan attached hereto as Exhibit B, the Project Shared Elements Sheet attached hereto as Exhibit C, or any recorded amendment or amendments hereof. Any such modifications by the Developer shall be effective upon the recordation of an amendment to the Master Deed. In addition, the Developer may, in connection with any such amendment, re-adjust percentages of value for all Units in a manner that gives reasonable recognition to such Unit modifications or Limited Common Element modifications based upon the method by which percentages of value were originally determined for the Condominium. All of the Co-Owners and mortgagees of Units and all other persons now or hereafter interested in the Condominium from time to time (except the Township) shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by the Developer to effectuate the purposes of this Section 9.1 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units that Developer determines are necessary in conjunction with any such amendments. All such interested persons (except the Township) irrevocably appoint the Developer as agent and attorney for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 9.2 Relocation of Boundaries of Units or Common Elements. Subject to the written approval of the Township, the Developer reserves the right during the Construction and Sales Period, and without the consent of any other Co-Owner or any mortgagee of any Unit, to relocate any boundaries between Units. Such relocation of boundaries of Unit(s) and/or appurtenant Limited Common Elements shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors, or its assigns. In the event an amendment is recorded in order to accomplish such relocation of boundaries of Units and/or appurtenant Limited Common Elements, the amendment shall identify the relocated Unit(s) and/or Limited Common Elements by Unit number(s) and, when appropriate, the percentage of value as set forth herein for the Unit(s) and/or Limited Common Elements that have been relocated shall be proportionately allocated to the adjusted Unit(s) in order to preserve a total value of one hundred

(100%) percent for the entire Condominium following such amendment to this Master Deed. The precise determination of the readjustments and percentages of value shall be within the sole judgment of Developer. However, the adjustments shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Condominium. Any such amendment to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium as modified. All of the Co-Owners and mortgagees of Units and all other persons now or hereafter interested in the Condominium from time to time (except the Township) shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by the Developer to effectuate the purposes of this Section 9.2 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of Units that the Developer determines are necessary in Connection with any such amendment. All such interested persons (except the Township) irrevocably appoint the Developer as agent and attorney for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be accomplished without re-recording the entire Master Deed or its Exhibits.

Section 9.3 Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act, to accomplish the rights to relocate boundaries described in this Article IX, or for other purposes.

ARTICLE X RESTRICTIONS

All of the Units in the Condominium shall be held, used, and enjoyed subject to all of the restrictions contained in the Declarations and the following limitations and restrictions:

Section 10.1 Dwellings. Dwellings shall be constructed in accordance with the applicable governmental building codes and requirements. All dwellings to be erected, altered, placed, or permitted on any unit shall conform to the following minimum size requirements as to total floor area:

- a) Ranch style: not less than 1,000 square feet;
- b) Split level: not less than 1,400 square feet, with not less than 800 square feet on the first floor;
- c) Colonial: not less than 1,400 square feet, with not less than 800 square feet on the first floor.

Building height shall not exceed thirty-five (35) feet from grade to ridge line of roof. Porches, breezeways, terraces, basements, and garages, if any, shall not be included in computing the minimum total floor area. No old, used, or manufactured homes shall be placed upon any unit or anywhere within the Condominium. All homes and attached porches, decks, and any allowable and approved accessories (pools, etc.) shall be built within the building envelopes depicted on Exhibit B. No temporary structure of any kind, such as a tent, trailer, shack, barn, or garage shall be erected or placed upon any Unit; however, temporary buildings to be used during construction

of a dwelling shall be removed from the premises within thirty (30) days of enclosure of the residential dwelling or 180 days, whichever first occurs. A permanent detached building may be built on the Unit, if built on a proper concrete foundation and located behind the house within the building envelope for such Unit, with the exterior matching the exterior of the house, or other exterior approved by the Developer.

ARTICLE XI ASSIGNMENT

Subject to the provisions of any land contract or mortgage, 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, proposed action, or any other matter or thing, may be assigned by the Developer to and be assumed by any other entity or the Project Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Livingston County Register of Deeds.

ARTICLE XII SEVERABILITY


If any provision of this Master Deed shall be determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not render this entire Master Deed invalid or unenforceable, and the provisions of this Master Deed not subject to such determination shall survive, unaffected thereby.

ARTICLE XIII CONTROLLING LAW

The provisions of the Act, and of the other laws of the State of Michigan, shall be applicable to and govern this Master Deed and all activities related hereto.

IN WITNESS WHEREOF, the undersigned has executed this Master Deed as of the date first written above.

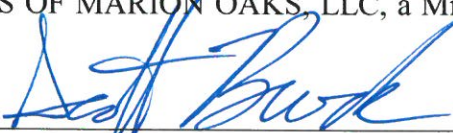
THE DELLS OF MARION OAKS, LLC



By: Jack Lansing, II
Its: Manager

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this 9th day of October, 2018, by Jack Lansing, II, as Manager of THE DELLS OF MARION OAKS, LLC, a Michigan limited liability company, on behalf of said company.



Scott Brock, Notary Public
County of Washtenaw, State of Michigan
My Commission Expires: 12/27/23
Acting in the County of Livingston

✓ **DRAFTED BY AND WHEN RECORDED RETURN TO:**

Scott H. Brock
COOPER & RIESTERER, PLC
7900 Grand River Road
Brighton, MI 48114
810-227-3103

EXHIBIT A

CONDOMINIUM BYLAWS

MARION OAKS DEVELOPMENT CONDOMINIUM ASSOCIATION

A Homeowners Association Serving Marion Oaks Development:
The Links of Marion Oaks, The Highlands of Marion Oaks, and The Dells of Marion Oaks

CONDOMINIUM BYLAWS

MARION OAKS DEVELOPMENT CONDOMINIUM ASSOCIATION

ARTICLE I ASSOCIATION OF CO-OWNERS

Section 1.1 Formation; Membership. Marion Oaks (sometimes referred to herein as the "Development") is a development consisting of three separate condominium projects with shared common facilities located in the Township of Marion, County of Livingston, State of Michigan. Marion Oaks consists of three residential components: (A) The Dells of Marion Oaks (the "Dells"), a 118 unit, single family site condominium established in accordance with the Act; (B) The Highlands of Marion Oaks (the "Highlands"), a 150 unit, single family site condominium established in accordance with the Act; and (C) The Links of Marion Oaks (the "Links"), a 192 unit attached condominium development to be comprised of 72 buildings (either 2-, 3-, or 4-plex buildings) established in accordance with the Act. The Links, as an attached condominium project, will primarily be administered by the Links of Marion Oaks Condominium Association (the "Links Association"), a non-profit corporation organized under the applicable laws of the State of Michigan, in accordance with the Master Deed, the Declaration, and Bylaws specific to the Links and Links Association. The Highlands, the Dells, and those matters of the Links that are not administered by the Links Association shall be administered by the Marion Oaks Development Condominium Association, which shall be a non-profit corporation, hereinafter called the "Project Association", organized under the applicable laws of the State of Michigan, in accordance with the various Master Deeds, the Declaration, and these Bylaws.

The Project Association shall be responsible for the management, maintenance (which term, for purposes of these Bylaws, shall also mean decoration, repair, renovation, restoration and replacement, unless otherwise specified), operation and administration of the Project Shared Elements, as defined in the Declaration, and the Common Elements for the Highlands and Dells, easements and affairs of the Development in accordance with the Condominium Documents, the Declaration, and the laws of the State of Michigan (for clarification, "Common Elements," whether in reference to a General Common Element or a Limited Common Element, shall refer only to those Common Elements in the Master Deeds of the Highlands and Dells, as the Links Association is otherwise responsible for the Common Elements of the Links). These Bylaws shall constitute both the Condominium Bylaws referred to in the various Master Deeds (one of two Bylaws for the Links) and required by Section 53 of the Act and the Project Association Bylaws provided for under the Michigan Non-Profit Corporation Act. Each Co-Owner of all components (the Highlands, the Dells, and the Links) shall be a member in the Project Association, and no other person or entity shall be entitled to membership. Co-Owners are sometimes referred to as "Members" in these Bylaws. A Co-Owner's share of the Project Association's funds and assets cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Project Association shall retain in its files current copies of the various Master Deeds, all amendments to the Master Deeds, and other Condominium Documents for the Development, all of which shall be available at reasonable hours for review by Co-Owners, prospective purchasers, and prospective mortgagees of Units in the Development. All owners of units within the Development 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 Condominium Documents and Declaration.

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

Section 1.3 Conflicts of Terms and Provisions. In the event there exists any conflict among the terms and provisions contained within the Master Deeds or these Bylaws, the terms and provisions of the Master Deeds shall control. In the event of conflicting provisions in these Bylaws related to the rights and responsibilities of the Project Association and the bylaws of the Links Association, the provision that grants those rights and responsibilities to the Project Association shall be controlling, and the Project Association shall assume the conflicting rights and responsibilities of the Links Association.

ARTICLE II ASSESSMENTS

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

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

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

(a) *Budget.* The Board of Directors of the Project Association shall establish an annual budget ("Budget") in advance for each fiscal year and such Budget shall project all expenses for the ensuing year which may be required for the proper operation, management and maintenance of the Development, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance of the Shared Project Elements and Common Elements that must be repaired or replaced on a periodic basis shall be established in the Budget and must be funded by regular annual payments as set forth in Section 2.4 below, rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Project Association's current annual Budget on a non-cumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for the Development, the Project Association should carefully analyze the Development to determine if a greater amount should be set aside, or if additional reserves should be established for other purposes from time to time. Upon adoption of a Budget by the Board of Directors, copies of the Budget shall be delivered to each Co-Owner and the assessment

for said year shall be established based upon said Budget. The applicable annual assessments, as levied, shall constitute a lien against all Units as of the first day of the fiscal year in which the assessments relate. Failure to deliver a copy of the Budget to each Co-Owner shall not affect or in any way diminish such lien or the liability of any Co-Owner for any existing or future assessments. Should the Board of Directors at any time determine, in its sole discretion, that the assessments levied are or may prove to be insufficient: (1) to pay the actual costs of the Development's operation and management, (2) to provide for maintenance of existing Common Elements, (3) to provide for maintenance of existing Project Shared Elements, (4) to provide additions, restoration, renovation and replacement to the Common Elements not exceeding \$100,000.00 annually for the entire Development, (5) to provide additions, restoration, renovation and replacement to the Shared Project Elements not exceeding \$100,000.00 annually for the entire Development, or (6) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessments and to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-Owner or mortgagee consent, to levy assessments for repair, restoration, renovation and replacement in the event of casualty, pursuant to the provisions of Section 5.4 below. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Project Association and its Members, and shall not be enforceable by any creditors of the Project Association or its Members.

(b) Special Assessments. Special assessments, in addition to those required in Section 2.3(a) above, may be made by the Board of Directors from time to time, subject to Co-Owner approval as hereinafter provided, to meet other needs or requirements of the Project Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$100,000.00 for the entire Development per year, (2) assessments for additions to the Shared Project Elements of a cost exceeding \$100,000.00 for the entire Development per year, (3) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.6 below, or (4) assessments for any other appropriate purpose that could not be covered by the annual assessment. Special assessments referred to in this subparagraph (b) (but not including assessments referred to in Section 2.3(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of the Co-Owners representing 60% or more of all Co-Owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Project Association and its Members and shall not be enforceable by any creditors of the Project Association or its Members.

(c) Remedial Assessments. If any Co-Owner fails to provide proper maintenance of any Limited Common Element which is appurtenant to his Unit, which failure, in the opinion of the Board of Directors adversely affects the appearance of the Development as a whole, or the safety, health or welfare of the other Co-Owners of the Development, the Project Association may, following notice to such Co-Owner, take any actions reasonably necessary to provide such maintenance for the Unit, and the cost thereof shall be assessed against the Co-Owner who has the responsibility under the Master Deed applicable to that Co-Owner or these Bylaws to maintain such Unit. The Project Association may also take the actions permitted under Article IV of the Master Deeds, and the cost(s) thereof shall be assessed as provided in said Article IV.

(d) Working Capital Contribution. Any Co-Owner who acquires a Unit from the Developer shall pay to the Project Association, on the date said Unit is conveyed to the Co-Owner,

an amount equal to the then current annual assessment, which sum constitutes a one-time non-refundable contribution to the Project Association's working capital account.

Section 2.4 Apportionment of Assessments and Penalty for Default. Unless otherwise provided in these Bylaws or in the Master Deeds, all assessments levied against the Co-Owners to cover management, maintenance, operation and administration expenses shall be apportioned among and paid by the Co-Owners in accordance with the respective membership interest allocated to each Co-Owner's Unit in Section 2(d) of the Declaration and Article V, Section 5.3, of the Master Deeds. Annual assessments determined in accordance with Section 2.3(a) above shall be paid by Co-Owners in one (1) installment, commencing with the acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. A Co-Owner shall be in default of his assessment obligations if he fails to pay any assessment installment when due. A late charge not to exceed \$25.00 per month shall be assessed automatically by the Project Association upon any assessments in default for ten (10) or more days until the assessment installment(s) together with the applicable late charges are paid in full. Each Co-Owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payments and costs of collection and enforcement of payment) relating to his Unit which may be levied while such Co-Owner owns the Unit. Payments to satisfy assessment installments in default shall be applied as follows: first, to the costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to the installments in default in the order of their due dates.

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

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

Section 2.7 Enforcement.

(a) *Remedies.* In addition to any other remedies available to the Project Association, the Project Association may enforce the collection of delinquent assessments by a suit at law or by foreclosure on the statutory lien that secures payment of assessments. In the event any Co-Owner defaults in the payment of any annual assessment installment levied against his Unit, the Project Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. The Project Association may also discontinue furnishing any utilities or other services to a Co-Owner in default upon seven (7) days' written notice to such Co-Owner. A Co-Owner in default shall not be entitled to utilize any of the Project Shared Elements or General Common Elements of the Development and shall not be

entitled to vote at any meeting of the Project Association until the default is cured; provided, however, this provision shall not operate to deprive any Co-Owner of ingress or egress to and from his Unit or the dwelling or other improvements constructed thereon or in the appurtenant Limited Common Elements. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-Owner thereof or any persons claiming under him. The Project Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Section 17.4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

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

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

(d) Expenses of Collection. The expenses incurred by the Project Association in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to

statutory fees) and advances for taxes or other liens paid by the Project Association to protect its lien, shall be chargeable to the defaulting Co-Owner and shall be secured by a lien on his Unit.

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

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

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

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

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

Section 2.13 Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement from the Project Association identifying the amount of any unpaid Project Association regular or special assessments relating to such Unit. Upon written request to the Project Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Project Association shall provide a written statement identifying any existing unpaid assessments or a written statement that none exist, which statement shall be binding upon the Project Association for the period stated therein. Upon the payment of the sum identified in the statement within the period identified in the statement, the Project Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, if a purchaser fails to request such statement at least five (5) days prior to the closing of the purchase of such Unit, any unpaid assessments and the lien securing them shall be fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the sale proceeds thereof which has priority over all claims except tax liens in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record, except that past due assessments which are evidenced by a notice of lien, recorded pursuant to Section 2.7 have priority over a first mortgage recorded subsequent to the recording of the notice of the lien.

ARTICLE III ARBITRATION

Section 3.1 Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents or Declaration, or any disputes, claims or grievances arising among or between the Co-Owners and the Project Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Project Association, shall be submitted to arbitration, and the parties shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Project Association as amended and in effect from time to time shall be applicable to any such arbitration.

Section 3.2 Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 3.1 above, any Co-Owner or the Project Association may petition the courts to resolve any disputes, claims or grievances.

Section 3.3 Election of Remedies. The election and written consent by the disputing parties to submit any dispute, claim or grievance to arbitration shall preclude such parties from thereafter litigating such dispute, claim or grievance in the courts. Nothing contained in this Article III shall limit the rights of the Project Association or any Co-Owner, described in Section 144 of the Act.

ARTICLE IV INSURANCE

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

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

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

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

(d) *Links Association.* Nothing in this Section 4.1 is intended to preclude the Project Association from working with the Links Association to obtain insurance for the Links' General Common Elements.

Section 4.2 Authority of Project Association to Settle Insurance Claims. Each Co-Owner, by ownership of a Unit in the Development, shall be deemed to appoint the Project 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 workman's compensation insurance, if applicable, pertinent to the Development and the Project Shared Elements or General Common Elements appurtenant thereto. Without limiting the foregoing, the Project Association shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums thereunder, to collect insurance proceeds and to distribute the same to the Project Association, the Co-Owners and respective mortgagees, as their interest may appear (subject always to the Condominium Documents and Declaration), and/or to utilize said proceeds for required repairs, restoration or replacement, to execute releases of liability and to execute all documents and to do all things on behalf of such Co-Owner and the Development as shall be necessary or convenient to accomplish the foregoing purposes.

Section 4.3 Co-Owner Responsibilities. Each Co-Owner shall be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the dwelling, appurtenances, and all other improvements constructed or to be constructed within the perimeter of his Unit, any Limited Common Elements appurtenant thereto, and for his personal property located therein or thereon or elsewhere in the Development. The Project Association shall have no responsibility whatsoever to provide such insurance. In addition, each Co-Owner shall be obligated to obtain insurance coverage for personal liability (and, where applicable, workmen's compensation insurance) for occurrences within the perimeter of his Unit and any appurtenant Limited Common Elements, naming the Project Association and the Developer as additional insureds, and also for any other personal insurance coverage that the Co-Owner wishes to carry. Each Co-Owner shall deliver certificates of insurance to the Project Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-Owner under this Section 4.3. If a Co-Owner fails to obtain such insurance or to provide evidence of such insurance to the Project Association, the Project Association may, but is not obligated to, obtain such insurance on behalf of the Co-Owner and the premiums for such insurance shall constitute a lien against the Co-Owner's Unit which may be collected in the same manner that assessments may be collected Under Article II of these Bylaws.

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

Section 4.5 Indemnification. Each individual Co-Owner shall indemnify and hold harmless every other Co-Owner, the Developer and the Project Association for all damages and costs, including attorney's fees, which the other Co-Owners, the Developer or the Project Association may suffer as a result of defending any claim arising out of an occurrence on or within an individual Co-Owner's Unit. Each Co-Owner shall carry insurance to secure the indemnity obligations under this Section 4.5, if required by the Project Association, or if required by the Developer during the Construction and Sales Period. This Section 4.5 is not intended to give any insurer any subrogation right or any other right or claim against any individual Co-Owner.

ARTICLE V MAINTENANCE

Section 5.1 Co-Owner Responsibility for Maintenance. Each Co-Owner and the Links Association, as applicable pursuant to the Links' Master Deed and bylaws, shall be responsible for all maintenance of the dwelling, Appurtenances, and all other improvements, fixtures and personal property within his Unit. If any damage to the dwelling or other improvements constructed within a Co-Owner's Unit adversely affects the appearance of the Development, the Co-Owner shall proceed to remove, repair or replace the damaged property without delay.

Section 5.2 Project Association Responsibility for Maintenance. The Project Association shall be responsible for the maintenance of the Project Shared Elements of the Development and the General Common Elements of the Dells and Highlands. Immediately following a casualty to property for which the Project Association has such maintenance responsibility, the Project Association shall obtain reliable and detailed cost estimates to repair, restore or replace, as

applicable, the damaged property to a condition comparable to that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of such repair, restoration or replacement, or if at any time during such repair, restoration or replacement or upon completion of such repair, restoration or replacement; there are insufficient funds for the payment of such repair, restoration or replacement, the Project Association shall make an assessment against all Co-Owners for an amount, which when combined with available insurance proceeds, shall be sufficient to fully pay for the cost of such repair, restoration or replacement of the damaged property. Any such assessment made by the Board of Directors of the Project Association shall be governed by Section 2.3(a) of these Bylaws. Nothing contained in this Section 5.2 is intended to require the Developer or the Project Association to replace mature trees and vegetation with equivalent trees or vegetation.

Section 5.3 Timely Repair, Restoration or Replacement. If any damage to Project Shared Elements, Common Elements, or a Unit adversely affects the appearance of the Development, the Project Association or Co-Owner responsible for the maintenance thereof shall proceed to repair, restore or replace, as applicable, the damaged property without delay, and shall use its best efforts to complete such action within 6 months from the date upon which the property damage occurred.

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

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

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

(c) *Continuation of Condominium After Taking.* In the event any of the various Condominium Projects or any portion thereof continue after a taking by eminent domain, then the remaining portion of the Condominium Project(s) shall be resurveyed and the respective Master Deed(s) amended accordingly, and, if any Unit shall have been taken, in whole or part, then Article

V of the respective Master Deed(s) shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Units, based upon the continuing value of the affected Condominium being 100%. Such amendment may be effected by an officer of the Project Association duly authorized by the Board of Directors without the necessity of obtaining the signature or specific approval of any Co-Owner, mortgagee or other person

(d) Notification of Mortgagees. In the event all or any portion of a Unit in the Development, or all or any portion of the Common Elements is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Project Association shall notify each institutional holder of a first mortgage lien on any of the Units in the Development that is registered in the Project Association's book of "Mortgagees of Units" pursuant to Section 6.1 of these Bylaws.

Section 5.5 Notification of FHLMC. In the event any mortgage in the Development is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Project Association shall give FHLMC written notice, at such address as it may from time to time direct, of any loss to or taking of the Project Shared Elements or Common Elements of the Development, if the loss or taking exceeds \$10,000.00 in amount or if the damage or taking relates to a Unit covered by a mortgage purchased in whole or in part by FHLMC and exceeds \$1,000.00.

Section 5.6 Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Unit Owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages with respect to any distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Project Shared Elements and/or Common Elements.

ARTICLE VI MORTGAGES

Section 6.1 Notice to Project Association. Any Co-Owner within the Development who mortgages his Unit shall notify the Project Association of the name and address of the mortgagee, and the Project Association shall maintain such information in a book entitled "Mortgages of Units". The Project Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-Owner of such Unit. The Project Association shall give to the holder of any first mortgage covering any Unit written notification of any default in the performance of the obligations of the Co-Owner of such Unit that is not cured within 60 days.

Section 6.2 Insurance. The Project Association shall notify each mortgagee appearing in the book referenced in Section 6.1 of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 6.3 Notification of Meetings. Upon request submitted to the Project Association, any institutional holder of a first mortgage lien on a Unit shall be entitled to receive written notification of every meeting of the Members of the Project Association and to designate a representative to attend such meeting.

ARTICLE VII VOTING

Section 7.1 Vote. Except as otherwise specified in these Bylaws, each Co-Owner shall be entitled to one vote for each Unit owned.

Section 7.2 Eligibility to Vote. No Co-Owner, other than the Developer, shall be entitled to vote at any meeting of the Project Association until he has presented to the Project Association evidence that the Co-Owner owns a Unit. Except as provided in Section 10.2 of these Bylaws, no Co-Owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 10.2. 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 7.3 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 Project 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 the First Annual Meeting, and thereafter, the Developer shall be entitled to vote for each Unit which it owns.

Section 7.3 Designation of Voting Representative. Each Co-Owner shall file with the Project Association a written notice designating the individual representative who shall vote at meetings of the Project Association and receive all notices and other communications from the Project Association on behalf of the Co-Owner. If a Co-Owner designates himself as the individual representative, he need not file any written notice with the Project Association. The failure of any Co-Owner to file any written notice shall create a presumption that the Co-Owner has designated himself as the voting representative. The notice shall state the name and address of the individual representative designated, the address of the Unit or Units owned by the Co-Owner and the name and address of each person, firm, corporation, partnership, Project Association, trust or other entity who is the Co-Owner. The notice shall be signed and dated by the Co-Owner. An individual representative may be charged by the Co-Owner at any time by filing a new notice in accordance with this Section 7.3. In the event a Unit is owned by multiple Co-Owners who fail to designate an individual voting representative for such Co-Owners, the Co-Owner whose name first appears on record title shall be deemed to be the individual representative authorized to vote on behalf of all the multiple Co-Owners of the Unit(s) and any vote cast in person or by proxy by said individual representative shall be binding upon all such multiple Co-Owners.

Section 7.4 Quorum. The presence in person or by proxy of Co-Owners representing 51% of the total number of votes of all Co-Owners qualified to vote shall constitute a quorum for holding a meeting of the Members of the Project Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 7.5 Voting. Votes may be cast in person or by proxy by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the secretary of the Project Association at or before the

appointed time of each meeting of the Members of the Project Association. Cumulative voting shall not be permitted.

Section 7.6 Majority. When an action is to be authorized by vote of the Co-Owners of the Project Association, the action must be authorized by a majority of the votes cast at a meeting duly called for such purpose, unless a greater percentage vote is required by the Master Deed, these Bylaws or the Act.

ARTICLE VIII MEETINGS

Section 8.1 Place of Meeting. Meetings of the Project Association shall be held at the principal office of the Project Association or at such other suitable place convenient to the Co-Owners as may be designated by the Board of Directors. Meetings of the Project Association shall be conducted in accordance with generally recognized rules of parliamentary procedure, which are not in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 8.2 First Annual Meeting. The First Annual Meeting of members of the Project Association may be convened by the Developer in its discretion at any time prior to the date the First Annual Meeting is required to be convened pursuant to this Section 8.2. Notwithstanding the foregoing, the First Annual Meeting must be held (i) within 120 days following the conveyance of legal or equitable title to non-developer Co-Owners of 75% of all Units in a particular component; or (ii) 54 months from the first conveyance to a non-Developer Co-Owner of legal or equitable title to a Unit, whichever is the earlier to occur. The Developer may call meeting of Members for informative or other appropriate purposes prior to the First Annual Meeting of Members and no such meeting shall be construed as the First Annual Meeting of Members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days written notice thereof shall be given to each Co-Owner's individual representative.

Section 8.3 Annual Meetings. Annual meetings of Project Association Members shall be held not later than May 30 of each succeeding year following the year in which the First Annual Meeting is held, at a time and place determined by the Board of Directors. At each annual meeting, the Co-Owners shall elect members of the Board of Directors in accordance with Article X of these Bylaws. The Co-Owners may also transact at annual meetings such other Project Association business as may properly come before them.

Section 8.4 Special Meeting. The President shall call a special meeting of Members as directed by resolution of the Board of Directors or upon presentation to the Project Association's Secretary of a petition signed by Co-Owners representing 1/2 of the votes of all Co-Owners qualified to vote. 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 8.5 Notice of Meetings. The Secretary (or other Project Association Officer in the Secretary's absence) shall provide each Co-Owner of record, or, if applicable, a Co-Owner's individual representative, with notice of each annual or special meeting, stating the purpose thereof and the time and place where it is to be held. A notice of an annual or special meeting shall be served at least 10 days but not more than 60 days prior to each meeting. The mailing, postage

prepaid, of a notice to the individual representative of each Co-Owner at the address shown in the notice filed with the Project Association under Section 7.3 of these Bylaws shall be deemed properly served. Any Co-Owner or individual representative may waive such notice, by filing with the Project Association a written waiver of notice signed by such Co-Owner or individual representative.

Section 8.6 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 48 hours from the time the original meeting was called. When a meeting is adjourned to another time or place, it is not necessary to give notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken and only such business is transacted at the adjourned meeting as might have been transacted at the original meeting. However, if after the adjournment, the Board of Directors fixes a new record date for the adjourned meeting, a notice of adjourned meeting shall be given to each Co-Owner or Co-Owner's individual representative.

If a meeting is adjourned in accordance with the provisions of this Section 8.6 due to the lack of a quorum, the required quorum at the subsequent meeting shall be two thirds (2/3) of the required quorum for the meeting that was adjourned, provided that the Board of Directors provides each Co-Owner (or Co-Owner's individual representative) with notice of the adjourned meeting in accordance with Section 8.5 above and provided further the subsequent meeting is held within sixty (60) days from the date of the adjourned meeting.

Section 8.7 Action Without Meeting. Any action required or permitted to be taken at a meeting of Members, may be taken without a meeting, without prior notice and without a vote, if all of the Co-Owners (or their individual representatives) entitled to vote thereon consent thereto in writing. If the Project Association's Articles of Incorporation so provide, any action required or permitted to be taken at any meeting of Members may be taken without a meeting, without prior notice and without a vote, if a written consent setting forth the actions so taken, is signed by the Co-Owners (or their individual representatives) having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all Co-Owners entitled to vote thereon were present and voted. Prompt notice of any action that is taken without a meeting by less than unanimous written consent shall be given to the Co-Owners who have not consented in writing.

Section 8.8 Electronic Participation in a Meeting. A Co-Owner may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, if such option is available. If there is a cost to this option, the Co-Owner (or Owners) utilizing this option shall bear the cost. Participation in a meeting pursuant to this Section 8.8 constitutes presence at the meeting.

ARTICLE IX ADVISORY COMMITTEE

Within one year after the first conveyance to a non-Developer Co-Owner of legal or equitable title to a Unit in any one of the three residential components or within 120 days following the conveyance to non-Developer Co-Owners of 1/3 of the total number of Units that may be created within the same residential components, whichever first occurs, the Developer shall cause

to be established an Advisory Committee consisting of at least three non-Developer Co-Owners for the particular residential component the condition was satisfied. For clarification, there is a possibility that three separate advisory committees will be created and active at the same time – one advisory committee for each of the three components. The Committees shall be established in any manner the Developer deems advisable. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-Developer Co-Owners and to aid in the transition of control of the Project Association from the Developer to purchaser Co-Owners. The Advisory Committee shall automatically cease to exist when a majority of the Board of Directors of the Project Association is elected by non-Developer Co-Owners. The Developer may at any time remove and replace at its discretion any member of the Advisory Committee.

ARTICLE X BOARD OF DIRECTORS

Section 10.1 Number and Qualification of Directors. The Board of Directors shall initially be comprised of three Directors. At such time as the non-Developer Co-Owners are entitled to elect two members of the Board of Directors in accordance with Section 10.2 below, the Board shall automatically be increased in size from three to five persons. At such time as the non-Developer Co-Owners are entitled to elect three members of the Board of Directors in accordance with Section 10.2 below, the Board shall automatically be increased in size from five to seven persons. At such time as the non-Developer Co-Owners are entitled to elect four members of the Board of Directors in accordance with Section 10.2 below, the Board shall automatically be increased in size from seven to nine persons. In the event that the Project Association cannot locate nine Co-Owners who are willing to serve as Directors, the Board may operate with less than nine persons, and such reduced size shall not affect the validity of any decision made by the Board.

At all times after the non-Developer Co-Owners are entitled to elect all of the Directors, as described below, three of the Directors must be Co-Owners from the Dells, three of the Directors must be Co-Owners from the Highlands, and three of the Directors must be Co-Owners from the Links. The Board of Directors shall never contain more than three Directors from a single component. The purpose of this provision is to maintain a proportionate representation of the Board of Directors from each component, as all components will be sharing in the Project Shared Elements.

Section 10.2 Election of Directors.

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

(b) *Appointment of Non-Developer Co-Owners to Board prior to First Annual Meeting.* Consistent with Section 10.1, that each component is entitled to have only three Directors to serve on the Board of Directors, the appointment of non-Developer Co-Owners to the Board of Directors prior to the First Annual Meeting shall be done as follows:

(i) Not later than 120 days following the conveyance to non-Developer Co-Owners of legal or equitable title to 25% of the Units that may be created in any one component built by the Developer, one member of the Board of Directors shall be elected by non-Developer Co-Owners from that same component. The remaining Members of the Board of Directors shall be selected by Developer. Not later than 120 days following the conveyance to non-Developer Co-Owners of legal or equitable title to 50% of the Units that may be created in any one component, two of the Directors shall be elected by non-Developer Co-Owners from that same component. The remaining Members of the Board of Directors shall be selected by Developer. Not later than 120 days following the conveyance to non-Developer Co-Owners of legal or equitable title to 75% of the Units that may be created in any one component, the non-Developer Co-Owners for that same component shall elect all of the Directors on the Board that they are entitled to elect (a maximum of three), except that the Developer shall have the right to designate at least one Director for that component so long as the Developer owns and offers for sale at least 10% of the Units in that component or as long as the Units that remain to be created and sold equal at least 10% of all Units that may be created in that same component. Any remaining Members of the Board of Directors shall be selected by Developer.

When the required percentage levels of conveyance have been reached, the Developer shall notify the non-Developer Co-Owners and request that they hold a meeting to elect the required number of Directors. Upon certification by the Co-Owners to the Developer of the Director or Directors elected, the Developer shall immediately appoint such Director or Directors to the Board, to serve until the First Annual Meeting of Co-Owners, unless he is removed pursuant to Section 10.7 or he resigns or becomes incapacitated.

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

(i) Regardless of the percentage of Units which have been conveyed, upon the lapse of 54 months after the first conveyance to a non-Developer Co-Owner of legal or equitable title to a Unit in any one component of the Development, and if title to not less than 75% of the Units that may be created in that same component of the Development has not been conveyed, the non-Developer Co-Owners for that component shall have the right to elect a number of members of the Board of Directors in proportion to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors in proportion to the percentage of Units which are owned by the Developer and for which assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Section 10.1 and Section 10.2(b) above. Application of this subsection does not require a change in the size of the Board of Directors.

(ii) 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 (i) above, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-Developer Co-Owners under subsection (b) results in a right of non-Developer Co-Owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-Developer Co-Owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one Director as provided in Section 10.2(b) above.

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

Section 10.3 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Project Association and may do all acts and things as are not prohibited by the Declaration, the Condominium Documents or specifically required to be exercised and done by the Co-Owners.

Section 10.4 Specific Powers and Duties. In addition to the duties imposed by these Bylaws or any further duties which may be imposed by resolution of the Co-Owners of the Project Association, the Board of Directors shall have the following powers and duties:

(a) To manage and administer the affairs of and maintain the Development and the Project Shared Elements and Common Elements.

(b) To collect assessments from the Co-Owners and to expend the proceeds for the purposes of the Project Association.

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

(d) To reconstruct or repair improvements after casualty.

(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Development.

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

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

(h) To establish rules and regulations in accordance with the Master Deeds.

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

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

Section 10.5 Management Agent. The Board of Directors may employ for the Project Association a professional management agent (which may include the Developer or any person or entity related thereto) at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 10.3 and 10.4, and the Board may delegate to such management agent any other duties or powers which are not by law, by the Condominium Documents, or by the Declaration required to be exclusively performed by or have the approval of the Board of Directors or the Members of the Project Association.

Section 10.6 Vacancies. Vacancies in the Board of Directors that occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the Co-Owners of the Project Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Project Association. Vacancies among non-Developer Co-Owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-Developer Co-Owners and shall be filled in the manner as specified in Section 10.2(b).

Section 10.7 Removal. At any regular or special meeting of the Project Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors elected by the non-Developer Co-Owners may be removed with or without cause by the affirmative vote of the Co-Owners (or their individual representatives) who represent greater than 50% of the total votes of all Co-Owners qualified to vote, and a successor may then and there be elected to fill any vacancy thus created. Any Director whose removal has been proposed by a Co-Owner shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Any Director selected by the non-Developer Co-Owners to serve before the First Annual Meeting may also be removed by such Co-Owners before the First Annual Meeting in the manner described in this Section 10.7.

Section 10.8 First Meeting. The first meeting of the elected Board of Directors shall be held within 10 days of election at a time and place fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary in order to legally convene such meeting, provided a majority of the Board shall be present.

Section 10.9 Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be deemed from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year of the Project Association. Notice of

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

Section 10.10 Special Meetings. Special meetings of the Board of Directors may be called by the President on 3 days' notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner on the written request of two or more Directors.

Section 10.11 Quorum and Required Vote of Board of Directors. At all meetings of the Board of Directors, a majority of the members of the Board of Directors then in office shall constitute a quorum. The vote of the majority of Directors at a meeting at which a quorum is present constitutes the action of the Board of Directors, unless a greater plurality is required by the Michigan Non-profit Corporation Act, the Articles of Incorporation, the Master Deed or these Bylaws. If a quorum is not present at any meeting of the Board of Directors, the Directors present at such meeting may adjourn the meeting from time to time without notice other than an announcement at the meeting, until the quorum shall be present.

Section 10.12 Consent in Lieu of Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent in writing. The written consent shall be filed with the minutes of the proceedings of the Board of Directors. The consent has the same effect as a vote of the Board of Directors for all purposes.

Section 10.13 Electronic Participation in a Meeting. A Director may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 10.13 constitutes presence at the meeting.

Section 10.14 Fidelity Bonds. The Board of Directors may require that all officers and employees of the Project Association handling or responsible for Project Association funds furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 10.15 Compensation. The Board of Directors shall not receive any compensation for rendering services in their capacity as Directors, unless approved by the Co-Owners (or their individual representatives) who represent 60% or more of the total votes of all Co-Owners qualified to vote.

ARTICLE XI OFFICERS

Section 11.1 Selection of Officers. The Board of Directors, at a meeting called for such purpose, shall appoint a President, Secretary and Treasurer. The Board of Directors may also appoint one or more Vice-Presidents and such other officers, employees and agents as the Board shall deem necessary, which Officers, employees and agents shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. Two or more offices, except that of President and Vice-President, may

be held by one person who may also be a Director. An Officer shall be a Co-Owner, or shareholder, officer, director, employee or partner of a Co-Owner that is an entity.

Section 11.2 Term, Removal and Vacancies. Each Officer of the Project Association shall hold office for the term for which he is appointed until his successor is elected or appointed, or until his resignation or removal. Any Officer appointed by the Board of Directors may be removed by the Board of Directors with or without cause at any time. Any Officer may resign by written notice to the Board of Directors. Any vacancy occurring in any office may be filled by the Board of Directors.

Section 11.3 President. The President shall be a Member of the Board of Directors and shall act as the chief executive officer of the Project Association. The President shall preside at all meetings of the Project Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of the Project Association, subject to Section 11.1 above.

Section 11.4 Vice President. The Vice President shall take the place of the President and his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 11.5 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Co-Owners of the Project Association. He shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

Section 11.6 Treasurer. The Treasurer shall have responsibility for the Project Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Project Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Project Association, in such depositories as may, from time to time, be designated by the Board of Directors.

ARTICLE XII SEAL

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

ARTICLE XIII FINANCE

Section 13.1 Records. The Project Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Project Shared Elements and Common Elements and any other expenses incurred by or on behalf of the Project Association and the Co-Owners. Such accounts and all other

Project Association records shall be open for inspection by the Co-Owners and their mortgagees during reasonable working hours. The Project Association shall prepare and distribute to each Co-Owner at least once a year a financial statement, the contents of which shall be determined by the Project 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, unless the annual revenues of the Project Association exceed \$20,000. In the event the annual revenues of the Project Association exceed \$20,000, then the annual audit shall be performed by a certified public accountant unless a majority of the Members vote to opt out of this requirement. Upon request, any institutional holder of a first mortgage lien on any Unit in the Development shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Project Association's fiscal year. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 13.2 Fiscal Year. The fiscal year of the Project Association shall be an annual period commencing on the date initially determined by the Directors. The Project Association's fiscal year may be changed by the Board of Directors in its discretion.

Section 11.3 Bank Accounts. The Project Association's funds shall initially be deposited in such bank or savings Project Association as may be designated by the Directors. All checks, drafts and order of payment of money shall be signed in the name of the Project Association in such manner and by such person or persons as the Board of Directors shall from time to time designate for that purpose. The Project Association's funds may be invested from time to time in accounts or deposit certificates of such bank or savings Project Association that are insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XIV INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 14.1 Third Party Actions. To the fullest extent permitted by the Michigan Non-Profit Corporation Act, the Project Association shall, subject to Section 14.5 below, indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Project Association) by reason of the fact that he is or was a Director or officer of the Project Association, or is or was serving at the request of the Project Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including actual and reasonable attorney fees), judgments, fines and amounts reasonably paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Project Association or its members, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption (a) that the person did not act in good faith and in a manner which he reasonably believed to be not opposed to the best interests of the Project Association or its members, and (b) with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

Section 14.2 Actions in the Right of the Project Association. To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Project Association shall, subject to Section 14.5 below, indemnify any person who was or is a party defendant to or is threatened to be made a party defendant of any threatened, pending or completed action or suit by or in the right of the Project Association to procure a judgment in its favor by reason of the fact that he is or was a Director or officer of the Project Association, or is or was serving at the request of the Project Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including actual and reasonable attorney fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit and amounts reasonably paid in settlement if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Project Association or its members, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Project Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the indication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 14.3 Insurance. The Project Association may purchase and maintain insurance on behalf of any person who is or was a Director, employee or agent of the Project Association, or is or was serving at the request of the Project Association as a Director, Officer, employee or agent against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Project Association would have power to indemnify him against such liability under Sections 14.1 and 14.2 above. In addition, the Project Association may purchase and maintain insurance for its own benefit to indemnify it against any liabilities it may have as a result of its obligations of indemnification made under Sections 14.1 and 14.2 above.

Section 14.4 Expenses of Successful Defense. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 14.1 and 14.2 above, or in defense of any claim, issue or matter therein, or to the extent such person incurs expenses (including actual and reasonable attorney fees) in successfully enforcing the provisions of this Article XIV, he shall be indemnified against expenses (including attorney fees) actually and reasonably incurred by him in connection therewith.

Section 14.5 Determination that Indemnification is Proper. Any indemnification under Sections 14.1 and 14.2 above (unless ordered by a court) shall be made by the Project Association only as authorized in the specific case upon a determination that indemnification of the person is proper under the circumstances, because he has met the applicable standard of conduct set forth in Sections 14.1 or 14.2 above, whichever is applicable. Notwithstanding anything to the contrary contained in this Article XIV, in no event shall any person be entitled to any indemnification under the provisions of this Article XIV if he is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties. The determination to extend such indemnification shall be made in any one (1) of the following ways:

- (a) By a majority vote of a quorum of the Board of Directors consisting of Directors who were not parties to such action, suit or proceeding; or

(b) If such quorum described in (a) is not obtainable, then by a majority vote of a committee of Directors who are not parties to the action, suit or proceeding. The committee shall consist of not less than two (2) disinterested Directors; or

(c) If such quorum described in (a) is not obtainable (or, even if obtainable, a quorum of disinterested Directors, so directs), by independent legal counsel in a written opinion.

If the Project Association determines that full indemnification is not proper under Sections 14.1 or 14.2 above, it may nonetheless determine to make whatever partial indemnification it deems proper. At least 10 days prior to the payment of any indemnification claim which is approved, the Board of Directors shall provide all Co-Owners with written notice thereof.

Section 14.6 Expense Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding described in Sections 14.1 and 14.2 above may be paid by the Project Association in advance of the final disposition of such action, suit or proceeding as provided in Section 14.4 above upon receipt of an undertaking by or on behalf of the person involved to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Project Association. At least 10 days prior to advancing any expenses to any person under this Section 14.6, the Board of Directors shall provide all Co-Owners with written notice thereof.

Section 14.7 Former Representatives, Officers, Employees or Agents. The indemnification provided in this Article XIV shall continue as to a person who has ceased to be a Director, Officer, employee or agent of the Project Association and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 14.8 Changes in Michigan Law. In the event of any change of the Michigan statutory provisions applicable to the Project Association relating to the subject matter of this Article XIV, the indemnification to which any person shall be entitled hereunder arising out of acts or omissions occurring after the effective date of such amendment shall be determined by such changed provisions. No amendment to or repeal of Michigan law with respect to indemnification shall restrict the Project Association's indemnification undertaking herein with respect to acts or omissions occurring prior to such amendment or repeal. The Board of Directors are authorized to amend this Article XIV to conform to any such changed statutory provisions.

ARTICLE XV AMENDMENTS

Section 15.1 By Developer. In addition to the rights of amendment provided to the Developer in the various Articles of the Master Deeds, the Developer may, within two years following the expiration of the Construction and Sales Period for all components, and without the consent of any Co-Owner, mortgagee or any other person, amend those Bylaws provided such amendment or amendments do not materially alter the rights of Co-Owners or mortgagees.

Section 15.2 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Project Association upon the vote of the majority of Directors or may be proposed by 1/3 or more in number of the Co-Owners by a written instrument signed by the applicable Co-Owners.

Section 15.3 Meeting. If any amendment to these Bylaws is proposed by the Board of Directors or the Co-Owners, a meeting for consideration of the proposal shall be duly called in accordance with the provisions of these Bylaws.

Section 15.4 Voting. These Bylaws may be amended by the Co-Owners at any regular meeting or a special meeting called for such purpose by an affirmative vote of 66-2/3% or more of the total votes of all Co-Owners qualified to vote. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of 66-2/3% of all mortgagees of Units shall be required. Each mortgagee shall have one vote for each mortgage held. Notwithstanding anything to the contrary contained in this Article XV, during the Construction and Sales Period, these Bylaws shall not be amended in any way without the Prior written consent of the Developer.

Section 15.5 Effective Date of Amendment. Any amendment to the Bylaws shall become effective upon the recording of such amendment in the office of the Livingston County Register of Deeds.

Section 15.6 Binding Effect. A copy of each amendment to the Bylaws shall be furnished to every member of the Project Association after its adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article XV shall be binding upon all persons who have an interest in the Development irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVI COMPLIANCE

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

ARTICLE XVII REMEDIES FOR DEFAULT

Any default by a Co-Owner of its obligations under any of the Condominium Documents or Declaration shall entitle the Project Association or another Co-Owner or Co-Owners to the following relief:

Section 17.1 Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents or Declaration shall be grounds for relief, which may include, without limitation, an action to recover damages, injunctive relief, foreclosure of lien (if there is a default in the payment of an assessment) or any combination thereof and such relief may be sought by the Project Association or, if appropriate, by an aggrieved Co-Owner or Co-Owners.

Section 17.2 Recovery of Costs. In any legal proceeding arising because of an alleged default by any Co-Owner, the Project Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-Owner be entitled to recover such attorneys' fees. In addition, in the event of a default which does not result in a legal proceeding, the Project Association shall have a right to assess to any Co-Owner all costs and expenses incurred, including all attorneys' fees.

Section 17.3 Removal and Abatement. The violation of any of the provisions of the Condominium Documents or Declaration shall also give the Project Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Project Shared Elements, the Common Elements, Limited or General, or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-Owner in violation, any structure or condition existing or maintained in violation of the provisions of the Condominium Documents or Declaration. The Project Association shall have no liability to any Co-Owner arising out of the exercise of its rights under this Section 17.3.

Section 17.4 Assessment of Fines. The violation of any of the provisions of the Condominium Documents or Declaration by any Co-Owner shall be grounds for the assessment by the Project Association, acting through its duly constituted Board of Directors, of monetary fines against the applicable Co-Owner. No fine shall be levied for the first violation. No fine shall exceed \$25.00 for the second violation, \$50.00 for the third violation or \$100.00 for any subsequent violation. No greater fine may be assessed unless rules and regulations establishing such increased fines have first been duly adopted by the Board of Directors of the Project Association and notice thereof given to all Co-Owners in the same manner as prescribed in Section 8.3 of these Bylaws. Fines may be assessed only upon notice to the offending Co-Owner, and an opportunity for such Co-Owner to appear before the Board no less than seven days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws.

Section 17.5 Non-waiver of Rights. The failure of the Project Association or of any Co-Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents or Declaration shall not constitute a waiver of the right of the Project Association or of any such Co-Owner to enforce such right, provision, covenant or condition in the future.

Section 17.6 Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Project Association or any Co-Owner or Co-Owners pursuant to any of the terms, provisions, covenants or conditions of the Condominium Documents and Declaration shall be deemed to be cumulative and the exercise of any one or more of such rights or remedies shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party under the Condominium Documents, Declaration, or at law or in equity.

Section 17.7 Enforcement of Provisions of Condominium Documents. A Co-Owner may maintain an action against the Project Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents or Declaration. 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, Declaration, or the Act.

ARTICLE XVIII RIGHTS RESERVED TO DEVELOPER

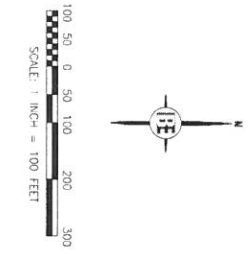
Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents, Declaration, or by law, including the right and power to approve or disapprove any act, use or proposed action or any other matter, may be assigned by the Developer to any other entity or to the Project Association. Any such assignment or transfer shall be made by an appropriate written instrument in which the assignee or transferee evidences its consent to the acceptance of such powers and rights. Any rights and powers reserved or retained by Developer or its successors and assigns shall expire, at the conclusion of two (2) years following the expiration of the Construction and Sales Period of the all the components in the Development, except as otherwise expressly provided in the Condominium Documents or Declaration. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer are intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Development and shall not under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deeds 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 the instruments, documents or agreements that created or reserved such property rights.

ARTICLE XIX SEVERABILITY

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

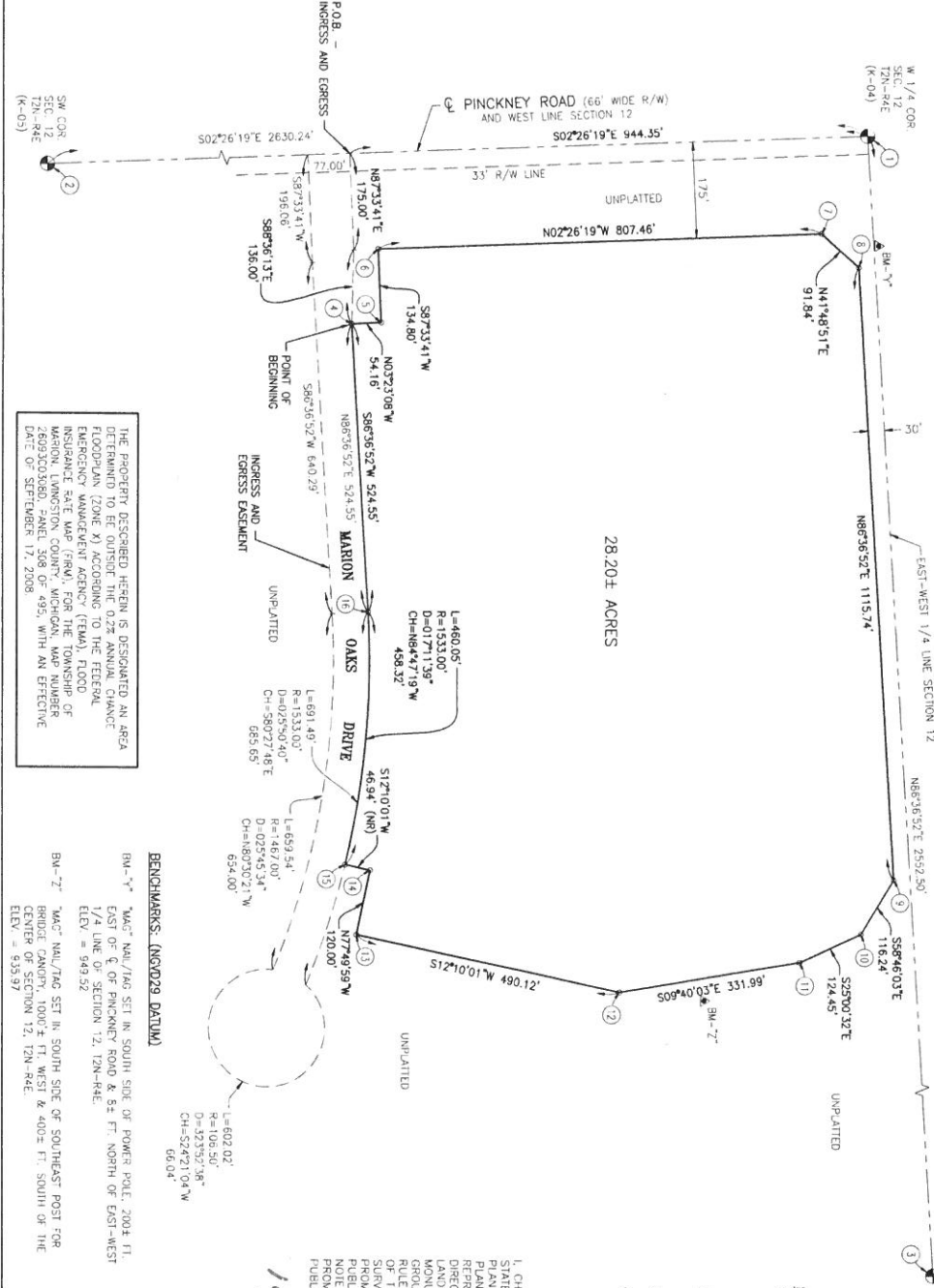
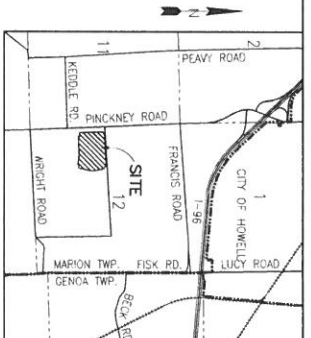
1

SURVEY PLAN



LIST OF COORDINATES		LIST OF COORDINATES	
NO.	EASTING	NO.	EASTING
1	1373.90	9	1423.94
2	1253.96	10	1363.66
3	1324.64	11	1250.58
4	434.54	12	923.60
5	488.67	13	465.69
6	482.27	14	490.98
7	1284.90	15	423.89
8	1358.04	16	465.52

- LEGEND:**
- CONCRETE MONUMENT 4" DIAMETER
 - 36" LONG ERODING 1/2" IRON ROD
 - BENCHMARK LOCATION
 - DEMONSTRATES RADIAL LOT LINES
 - DEMONSTRATES NON-RADIAL LOT LINES
 - COORDINATE POINT W/ DESIGNATION NUMBER



28.20± ACRES

THE PROPERTY DESCRIBED HEREIN IS DESIGNATED AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN (ZONE X) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM), FOR THE TOWNSHIP OF MARION, COUNTY OF LIVINGSTON, MISSISSIPPI, SHEET NUMBER 2602030300, PANEL 308 OF 495, WITH AN EFFECTIVE DATE OF SEPTEMBER 12, 2008.

BENCHMARKS: (NAD83 DATUM)

BM-1: "A" 1/4" SET IN SOUTH SIDE OF POWER POLE, 2004 FT. EAST OF E. OF PINCKNEY ROAD & 54 FT. NORTH OF EAST-WEST 1/4 LINE OF SECTION 12, 12N-44E. ELEV. = 949.32

BM-2: "A" 1/4" SET IN SOUTH SIDE OF SOUTHEAST POST FOR BRIDGE CANYON, 1000± FT. WEST & 400± FT. SOUTH OF THE CENTER OF SECTION 12, 12N-44E. ELEV. = 935.97

- NOTES:**
1. BENCHMARKS WERE ESTABLISHED FROM A PREVIOUS SURVEY BY BOSS ENGINEERING COMPANY, JOB NUMBER 87472, DATED AUGUST 27, 1967, AS RECORDED IN LIBER 1279, PAGES 578-579, LIVINGSTON COUNTY RECORDS.
 2. ALL ON SITE EASEMENTS ARE SHOWN ON THE UTILITY PLAN SHEETS AND 7 OTHER OFF SITE EASEMENTS ARE SHOWN ON SHEET 3.
 3. SEE SHEET 1 FOR DESCRIPTIONS.
 4. P.O.B. - POINT OF BEGINNING.

I, CHRISTOPHER S. FERROS, PROFESSIONAL SURVEYOR OF THE STATE OF MISSISSIPPI, CERTIFY THAT THE SUBDIVISION PLAN NO. 12, LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION, AS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO ENCROACHMENTS UPON THE MONUMENTS AND IRON MARKERS WILL BE LOCATED IN THE GROUND WITHIN 1 YEAR FROM RECORDING DATE AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES OF THE PROFESSIONAL SURVEYING BOARD, AND THAT THE BEARINGS AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

DATE 10/9/18

CHRISTOPHER S. FERROS
PROFESSIONAL SURVEYOR
LICENSE NO. 47055
BOSS ENGINEERING COMPANY
3121 E. GRAND RIVER AVENUE
HOWELL, MISSISSIPPI 38843

PROPOSED AS OF OCTOBER 8, 2018
UNITS 1-18, 53-64 & 110-118 MUST BE BUILT
UNITS 19-62 & 65-109 NEED NOT BE BUILT

CLIENT THE DELLS OF MARION OAKS, L.L.C.		
PROJECT THE DELLS OF MARION OAKS		
TITLE SURVEY PLAN		
DATE 10-08-18	DRAWN BY JW	CHECKED BY T=100
JOB NO. 17-253		
SHEET NO. 2		

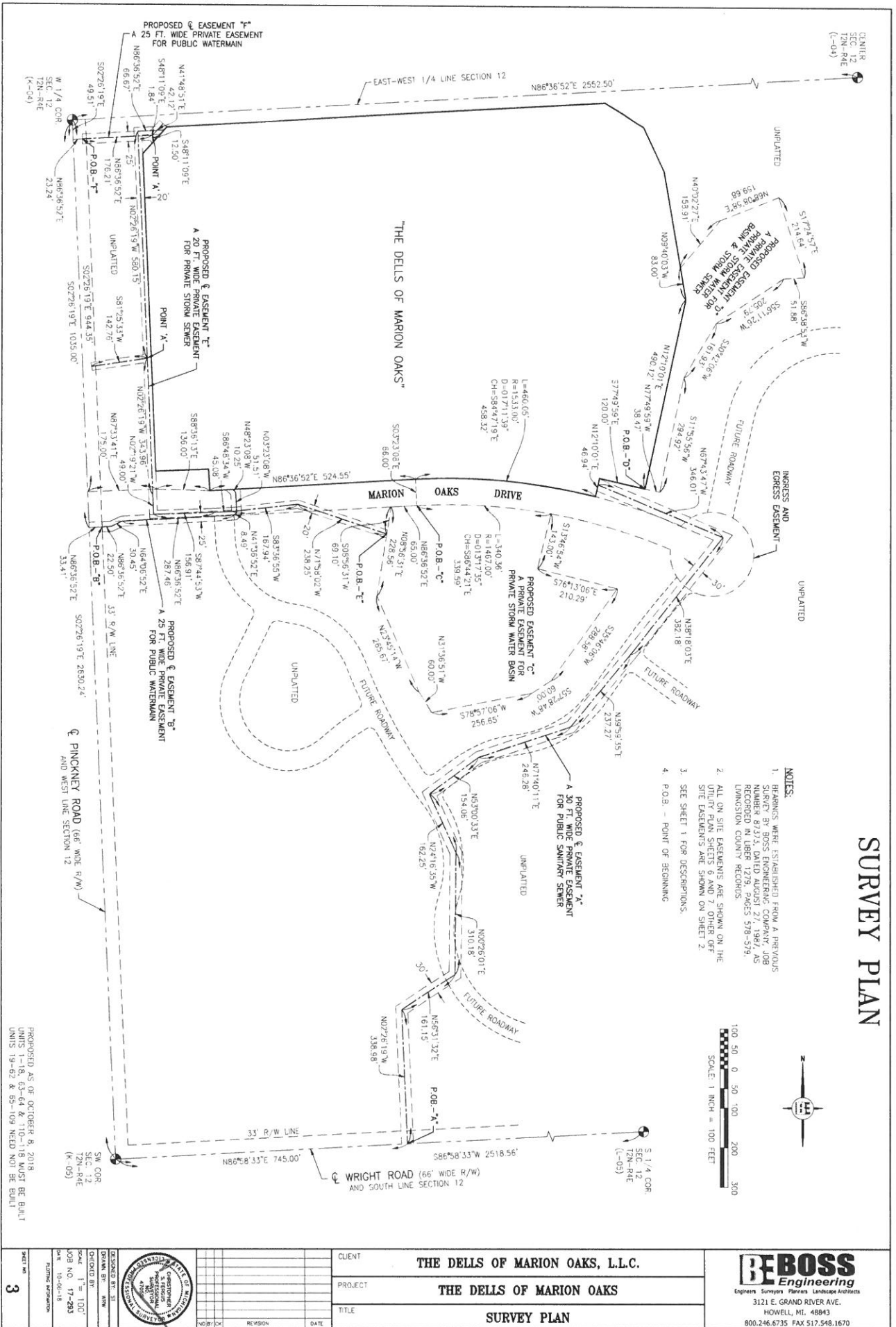
BEBOSS Engineering
Engineers Surveyors Planners Landscape Architects
3121 E. GRAND RIVER AVE.
HOWELL, MI. 48843
800.246.6735 FAX 517.548.1670


SURVEY PLAN



100 50 0 50 100 200 300
SCALE: 1 INCH = 100 FEET

- NOTES:**
1. BEARINGS WERE ESTABLISHED FROM A PREVIOUS SURVEY BY BOSS ENGINEERING COMPANY, JOB NUMBER 8713, DATED AUGUST 27, 1987, AS RECORDED IN LIBER 1279, PAGES 578-579, LAMONSON COUNTY RECORDS.
 2. ALL ON SITE EASEMENTS ARE SHOWN ON THE UTILITY PLAN SHEETS 6 AND 7, OTHER OFF SITE EASEMENTS ARE SHOWN ON SHEET 2.
 3. SEE SHEET 1 FOR DESCRIPTIONS.
 4. P.O.B. - POINT OF BEGINNING



 <p>BOSS Engineering Engineers Surveyors Planners Landscape Architects 3121 E. GRAND RIVER AVE. HOWELL, MI. 48843 800.246.6735 FAX 517.548.1670</p>	<p>CLIENT THE DELLS OF MARION OAKS, L.L.C.</p> <p>PROJECT THE DELLS OF MARION OAKS</p> <p>TITLE SURVEY PLAN</p>	<p>DATE</p> <p>REVISION</p> <p>NO. BY</p> <p>DATE</p> <p>DESIGNED BY</p> <p>DRAWN BY</p> <p>CHECKED BY</p> <p>SCALE 1" = 100'</p> <p>JOB NO. 17-253</p> <p>DATE 10-08-18</p> <p>PLANNING APPROVAL</p> <p>SHEET NO. 3</p>
---	--	---

W 1/4 COR
SEC. 12
T2N-R4E
(K-04)

EAST-WEST 1/4 LINE SECTION 12

PINCKNEY ROAD (66' WIDE R/W)
AND WEST LINE SECTION 12

33' R/W LINE

175'

POINT OF
BEGINNING

MARION OAKS DRIVE

INGRESS AND
EGRESS EASEMENT

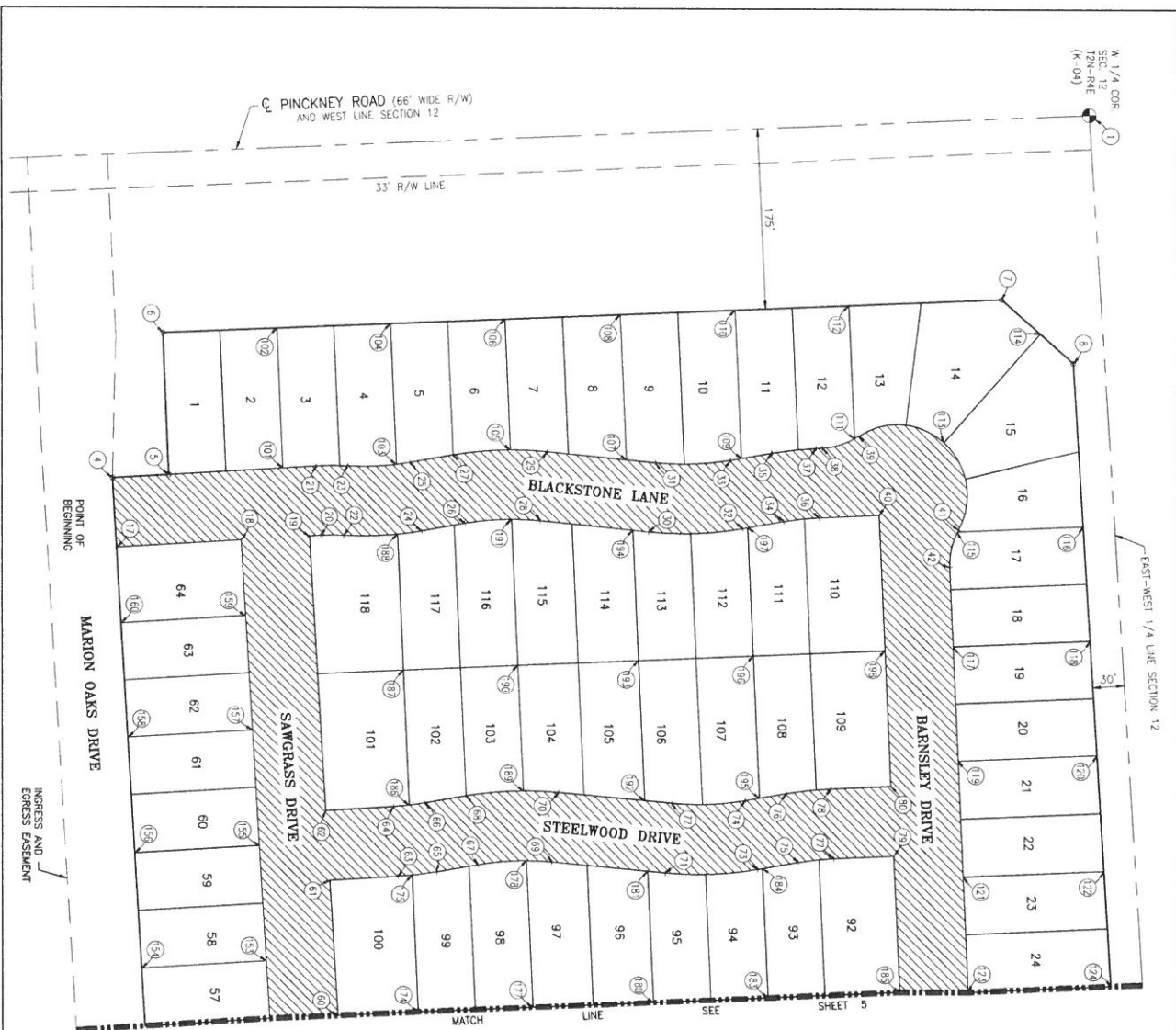
SANGLASS DRIVE

BLACKSTONE LANE

STEELWOOD DRIVE

BARNESLEY DRIVE

MATCH LINE



SITE PLAN



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

LIST OF COORDINATES			LIST OF COORDINATES			LIST OF COORDINATES		
NO.	NORTHING	EASTING	NO.	NORTHING	EASTING	NO.	NORTHING	EASTING
1	1373.30	1118.01	64	705.45	1782.96	120	1380.23	1732.59
4	434.54	1468.99	65	746.57	1844.53	121	1252.22	1848.54
5	486.67	1465.79	66	735.30	1779.50	122	1386.73	1842.81
6	482.87	1331.11	67	786.53	1837.63	123	1256.90	1958.44
7	1289.60	1296.76	68	775.05	1772.60	124	1383.22	1952.63
8	1358.04	1357.99	69	857.07	1834.89	153	582.00	1929.59
17	438.44	1534.87	70	863.27	1766.18	154	462.21	1926.67
18	558.23	1527.88	71	985.02	1845.09	155	575.50	1819.78
19	624.11	1523.89	72	971.23	1779.38	156	435.71	1826.86
20	634.84	1522.25	73	1053.24	1841.67	157	569.01	1709.97
21	630.94	1457.37	74	1041.97	1776.64	158	449.21	1717.06
22	657.38	1523.21	75	1083.00	1834.78	159	542.51	1600.16
23	661.03	1457.31	76	1061.72	1789.75	160	442.72	1607.25
24	732.70	1518.82	77	1127.26	1831.09	174	728.76	1978.18
25	721.43	1453.79	78	1124.45	1765.15	175	723.20	1847.73
26	774.32	1511.61	79	1185.31	1828.62	177	832.66	1973.50
27	763.04	1446.58	80	1162.50	1762.66	178	832.70	1843.71
28	846.30	1508.99	101	598.43	1459.29	180	933.55	1968.61
29	852.82	1443.31	102	592.77	1326.43	181	942.23	1843.50
30	949.59	1519.24	103	708.58	1455.73	183	1063.45	1963.93
31	956.11	1453.56	104	702.67	1321.75	184	1058.71	1840.81
32	1029.37	1515.97	105	817.86	1441.09	185	1190.84	1958.50
33	1028.10	1450.94	106	812.57	1317.07	186	720.39	1781.65
34	1079.13	1509.07	107	928.37	1450.60	187	714.89	1632.47
35	1067.85	1444.04	108	922.47	1312.39	188	709.33	1522.03
36	1113.39	1505.34	109	1038.40	1449.15	189	829.89	1767.71
37	1110.58	1439.45	110	1032.37	1307.71	190	824.79	1647.79
38	1116.56	1427.77	111	1147.68	1430.07	191	816.82	1507.64
39	1151.34	1502.91	112	1142.27	1303.03	192	945.88	1642.90
40	1171.44	1502.91	113	1234.00	1433.49	193	934.35	1517.72
41	1248.01	1516.55	114	1326.66	1329.91	194	934.35	1517.72
42	1239.60	1592.18	115	1246.59	1518.46	195	1035.38	1734.51
60	651.19	1981.63	116	1367.24	1513.34	196	1049.58	1638.22
61	643.57	1862.73	117	1242.66	1628.74	197	1044.34	1515.10
62	639.67	1786.85	118	1315.73	1623.16	198	1176.97	1637.80
63	709.34	1846.84	119	1247.54	1738.64			

LEGEND:

- CONCRETE MONUMENT 4" DIAMETER
36" LONG ENCASED 1/2" IRON ROD
- UNIT NUMBER
- GENERAL COMMON ELEMENT
- COORDINATE POINT W/
DESIGNATION NUMBER
- SHEET MATCH LINE

PROPOSED AS OF OCTOBER 8, 2018
UNITS 1-18, 53-64 & 110-118 WAST BE BUILT
UNITS 19-62 & 65-109 NEED NOT BE BUILT

THE DELLS OF MARION OAKS, L.L.C.

THE DELLS OF MARION OAKS

SITE PLAN

REBOSS
Engineering
Engineers Surveyors Planners Landscape Architects

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

SHEET NO.
4

UTILITY PLAN

CENTER
LINE
1/4 SECTION 12
(L-4-4)



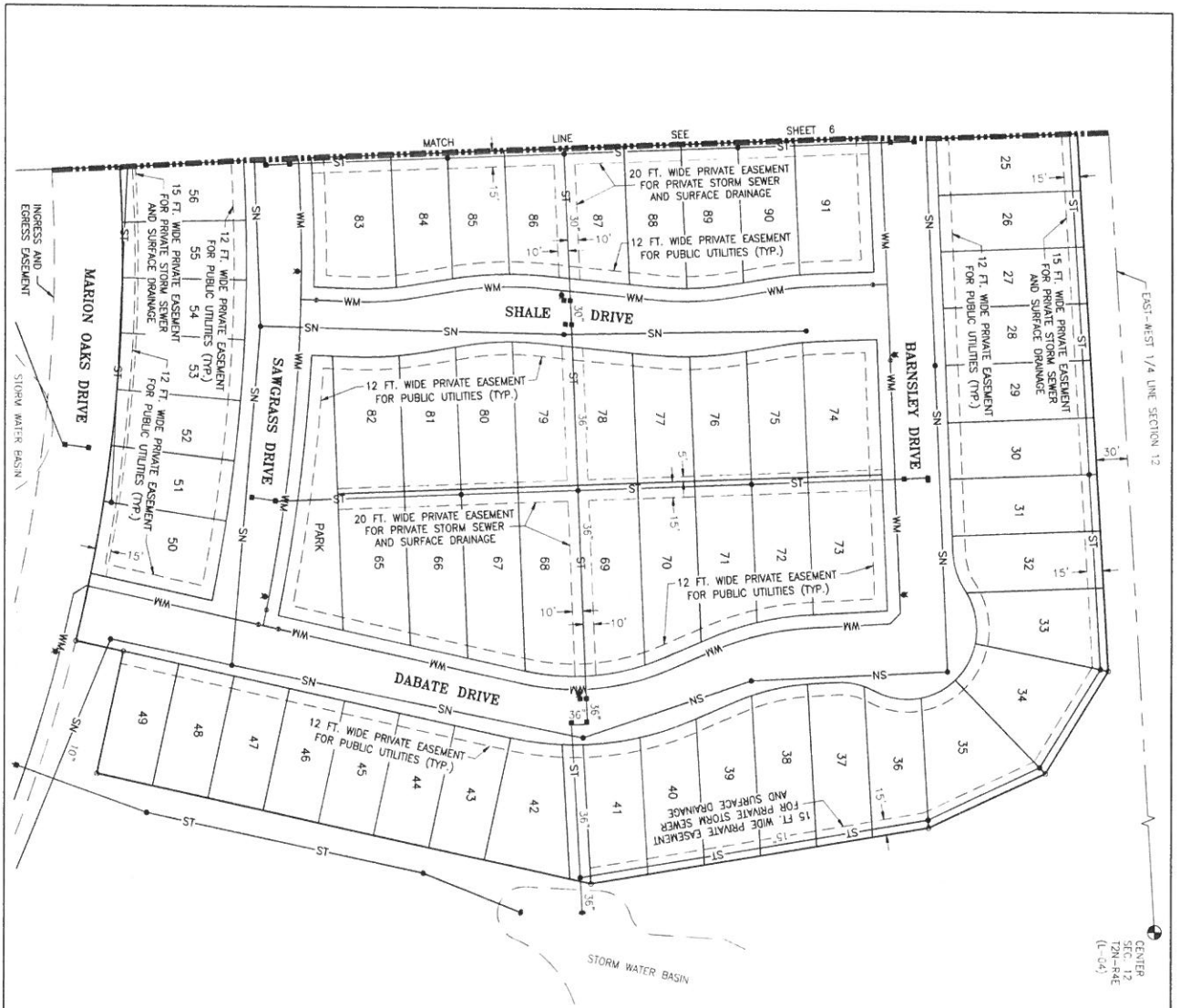
UTILITY NOTES:

1. ALL STORM SEWER SHALL BE ADS N-12 PIPE, 12" DIA. WITH WATERLOUGH PREMIUM JOINTS, UNLESS OTHERWISE NOTED.
2. ALL SANITARY SEWER SHALL BE SDR-26 PVC PIPE, 8" DIA., UNLESS OTHERWISE NOTED. ALL SANITARY LEADS SHALL BE SDR-23.5 PVC PIPE, 6" DIA., UNLESS OTHERWISE NOTED.
3. ALL WATERMAIN SHALL BE CLASS 52 D.I.P. 8" DIA. UNLESS OTHERWISE NOTED. ALL WATER SERVICE LEADS SHALL BE PE SDR 9, 1" DIA., UNLESS OTHERWISE NOTED.
4. ALL UTILITY LOCATIONS SHOWN WERE TAKEN FROM BOSS ENGINEERING, MARION OAKS CONSTRUCTION PLANS, DATED APRIL 2018.
5. GAS - CONSUMERS ENERGY COMPANY
ELECTRIC - DTE ENERGY COMPANY
TELEPHONE - AT&T
CABLE TV - CHARTER SPECTRUM
6. UTILITY METERS SHALL BE PLACED ON EACH HOUSE AS THEY ARE CONSTRUCTED.
7. UNLESS OTHERWISE NOTED: ALL STORM SEWER IS PRIVATE AND SHALL BE MAINTAINED BY THE CONDOMINIUM ASSOCIATION. ALL SANITARY SEWER, WATERMAIN, AND WATER SERVICE SHALL BE MAINTAINED BY THE MARION, HOWELL, CECILIA, GENOVA (HHO) WATER AUTHORITY.

THE LOCATION AND ELEVATION OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE DRAWINGS ARE ONLY APPROXIMATE AND GUARANTEES AS TO THE EXISTENCE, LOCATION, DEPTH, OR CONDITION OF UTILITIES ARE NOT MADE. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT LOCATION AND ELEVATION OF EXISTING UTILITIES AND PROPOSED UTILITY CROSSINGS IN THE FIELD PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY CONFLICTS ARE DISCOVERED OR IF THE LOCATION OR DEPTH DIFFERS SIGNIFICANTLY FROM THE PLANS.

LEGEND:

- CONCRETE MONUMENT 4" DIAMETER
36" LONG ENCASED 1/2" IRON ROD
- 54 UNIT NUMBER
- SN— ST— SANITARY SEWER W/ MANHOLE AND CATCH BASIN
- WM— WATERMAIN W/ GATE VALVE & HYDRANT
- SHEET MATCH LINE



THE DELLS OF MARION OAKS, L.L.C.

THE DELLS OF MARION OAKS

UTILITY PLAN

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

PROPOSED AS OF OCTOBER 8, 2018
UNITS 1-18, 63-64 & 110-118 MUST BE BUILT
UNITS 19-62 & 65-109 NEED NOT BE BUILT

SHEET NO.
7

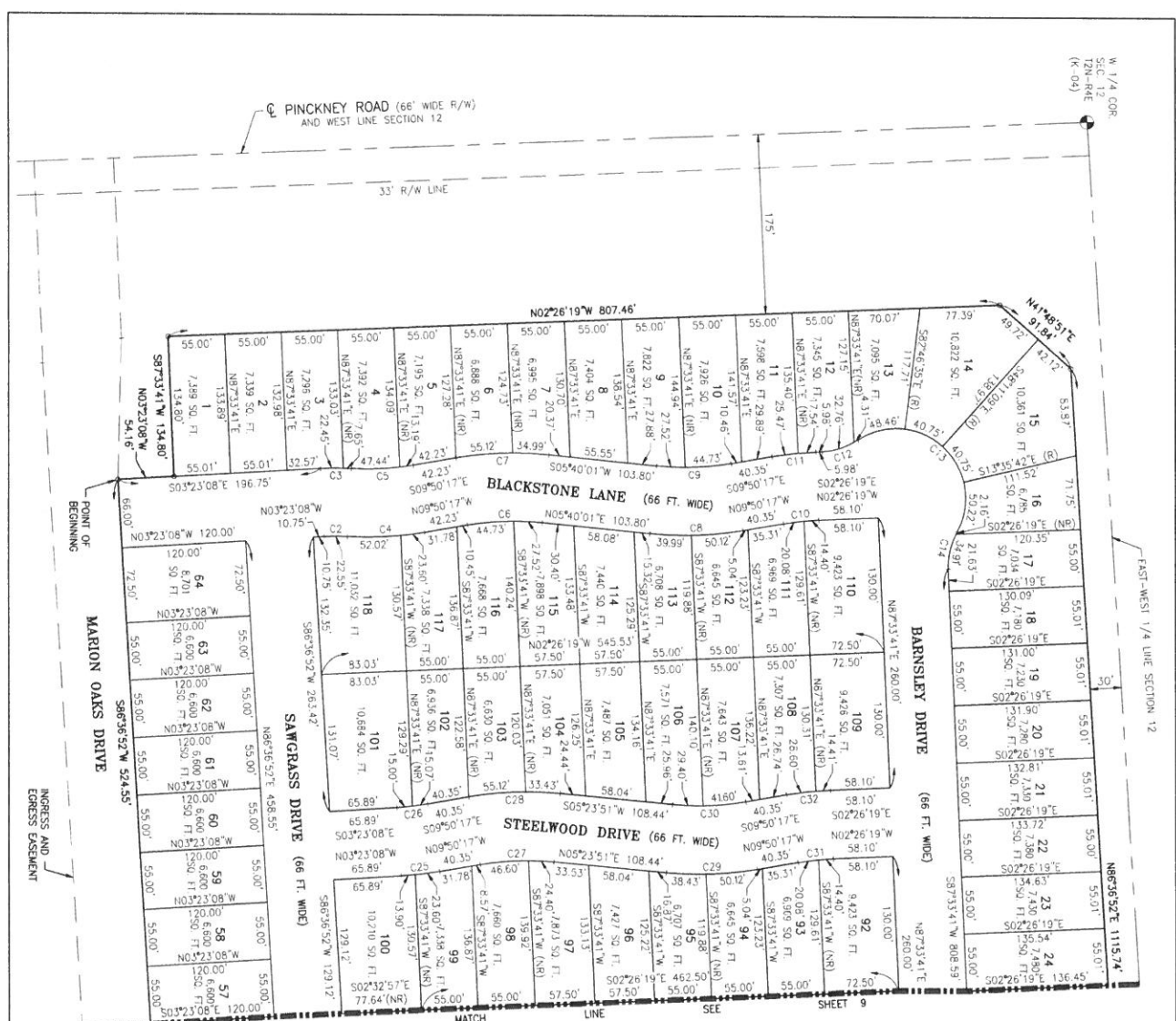


DESIGNED BY: ST
DRAWN BY: BWS
CHECKED BY: BWS
SCALE: 1" = 50'
JOB NO. 17-253
DATE: 10-08-18

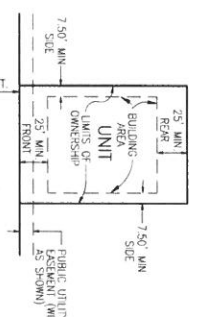
NOTING: REVISION

CLIENT
PROJECT
TITLE

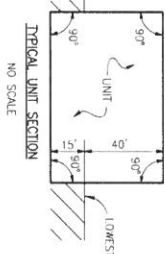
REVISION DATE



UNIT AREAS & PERIMETER PLAN



TYPICAL UNIT PLAN VIEW
NO SCALE



TYPICAL UNIT SECTION
NO SCALE

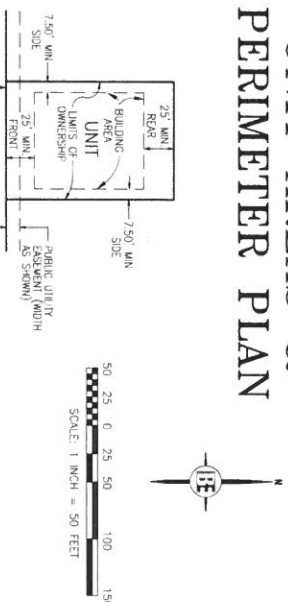
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD LENGTH	BEARING
C1	197.00'	63.33°	22.55'	22.54'	N00°06'23"W
C2	283.00'	63.33°	50.01'	50.09'	S00°06'23"E
C3	283.00'	153.00°	73.62'	73.46'	N03°19'58"W
C4	283.00'	153.00°	60.63'	60.50'	S03°19'58"E
C5	287.00'	153.00°	72.25'	72.03'	N02°05'08"W
C6	287.00'	153.00°	90.11'	89.84'	N02°05'08"E
C7	333.00'	153.00°	72.25'	72.03'	S02°05'08"W
C8	287.00'	153.00°	72.25'	72.03'	N02°05'08"E
C9	287.00'	153.00°	72.25'	72.03'	S02°05'08"W
C10	287.00'	153.00°	72.25'	72.03'	N02°05'08"E
C11	333.00'	153.00°	72.25'	72.03'	S02°05'08"W
C12	67.50'	153.00°	31.28'	31.07'	N02°05'08"E
C13	67.50'	153.00°	31.28'	31.07'	S02°05'08"W
C14	67.50'	153.00°	31.28'	31.07'	N02°05'08"E
C15	333.00'	153.00°	72.25'	72.03'	S02°05'08"W
C16	287.00'	153.00°	72.25'	72.03'	N02°05'08"E
C17	287.00'	153.00°	72.25'	72.03'	S02°05'08"W
C18	333.00'	153.00°	72.25'	72.03'	N02°05'08"E
C19	333.00'	153.00°	72.25'	72.03'	S02°05'08"W
C20	287.00'	153.00°	72.25'	72.03'	N02°05'08"E
C21	287.00'	153.00°	72.25'	72.03'	S02°05'08"W
C22	287.00'	153.00°	72.25'	72.03'	N02°05'08"E
C23	287.00'	153.00°	72.25'	72.03'	S02°05'08"W
C24	287.00'	153.00°	72.25'	72.03'	N02°05'08"E
C25	287.00'	153.00°	72.25'	72.03'	S02°05'08"W
C26	287.00'	153.00°	72.25'	72.03'	N02°05'08"E
C27	287.00'	153.00°	72.25'	72.03'	S02°05'08"W
C28	287.00'	153.00°	72.25'	72.03'	N02°05'08"E
C29	287.00'	153.00°	72.25'	72.03'	S02°05'08"W
C30	287.00'	153.00°	72.25'	72.03'	N02°05'08"E
C31	287.00'	153.00°	72.25'	72.03'	S02°05'08"W
C32	287.00'	153.00°	72.25'	72.03'	N02°05'08"E
C33	287.00'	153.00°	72.25'	72.03'	S02°05'08"W

- NOTES:**
- ALL INTERIOR ROADS ARE PRIVATE ROADWAYS CONDOMINIUM ASSOCIATION.
 - THE INTERIOR ROADWAY DETECTION POINTS SHALL BE STAKED WITH IRON RODS (1/2" DIA., 18" LONG) AND SURVEYOR'S CAPS. (4")
 - THE UNIT CORNERS SHALL BE STAKED WITH IRON RODS (1/2" DIA., 18" LONG).
- LEGEND:**
- CONCRETE MONUMENT 4" DIAMETER 36" LONG ENCASED 1/2" IRON ROD
- UNIT NUMBER
- DIMENSIONS RADIAL LOT LINES
- DIMENSIONS NON-RADIAL LOT LINES
- CURVE NUMBER
- SHEET MATCH LINE

PROPOSED AS OF OCTOBER 8, 2018
UNITS 1-18, 53-64 & 110-118 WEST BE BUILT
UNITS 19-62 & 65-109 NEED NOT BE BUILT

CENTER
SEC. 12
T2N-R4E
(L-04)

UNIT AREAS & PERIMETER PLAN



CLIMATE TABLE						
CHIRE	RAOUS	CENTRA ANGLE	ARC LENGTH	CHORD LENGTH	BEARING ANGLE	CHORD BEARING
C1	153.000	171° 13' 30"	440.05	456.57	N68.647° E	196.847° N
C15	61.500	313.64° 13'	37.55	39.56	S74.96° E	57.96° S
C16	61.500	152.27° 14'	37.55	39.56	N64.96° E	194.96° N
C17	61.500	318.27° 14'	37.55	39.56	S74.96° E	57.96° S
C18	281.000	201.06° 08'	100.11	99.59	N31.51° E	59.51° N
C19	21.000	207.08° 08'	76.77	76.37	N31.51° E	59.51° N
C20	21.000	33.96° 11'	13.56	6.97	S04.94° E	50.94° S
C21	21.000	33.96° 11'	13.56	6.97	S04.94° E	50.94° S
C22	165.000	164° 14' 18"	426.61	425.43	N85.51° E	185.51° N
C23	171.000	412.05°	126.05	126.02	S86.04° E	54.04° S
C24	171.000	87.45° 15'	62.48	62.25	N02.56° E	50.56° N
C25	33.000	115.45° 13'	65.31	68.19	N02.56° E	50.56° N
C26	261.000	119.45° 13'	54.47	54.68	N02.51° E	50.51° N
C27	261.000	159° 04' 08"	88.55	88.93	S07.13° E	107.13° S
C28	33.000	151° 40' 08"	88.55	88.33	N07.13° E	107.13° N
C29	261.000	173° 40' 08"	70.03	70.79	S03.15° E	103.15° S
C30	351.000	77.29° 39'	34.48	34.46	N06.06° E	106.06° N
C31	351.000	77.29° 39'	43.01	42.95	N06.06° E	106.06° N

- NOTES:**
1. ALL INTERIOR ROADS ARE PRIVATE ROADWAYS AND SHALL BE MAINTAINED BY THE CONDOMINIUM ASSOCIATION.
 2. THE INTERIOR ROADWAY DEFLECTION POINTS SHALL BE STAIED WITH IRON RODS (1/2" DIAMETER, 18" LONG) AND SURICLOSERS CAP.
 3. THE UNIT CORNERS SHALL BE STAIED WITH IRON RODS (1/2" DIAMETER, 18" LONG).

LEGEND:
CONCRETE MONUMENT 4" DIAMETER
36" LONG ENCASED 1/2" IRON ROD
UNIT NUMBER
DENOTES RADIAL LOT LINES
IDENTIFIES NON-RADIAL LOT LINES
CURB NUMBER
SHEET MATCH LINE

PROPOSED AS OF OCTOBER 8, 2018
UNITS 1-18, 63-64 & 110-118 MUST BE BUILT
UNITS 19-62 & 65-109 NEED NOT BE BUILT

9

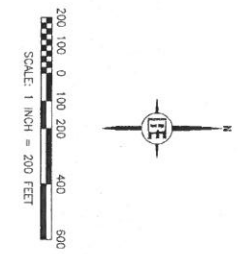
THE DELLS OF MARION OAKS, L.L.C.

THE DELLS OF MARION OAKS

UNIT AREAS & PERIMETER PLAN


BEBOSS
Engineering
Engineers Surveyors Planners Landscape Architects


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



a. The recreational component of the Development, as described in the Consent Judgment, which consists of a clubhouse, a pool, a playground, two (2) youth soccer fields, a little league field, and a parking lot for the Recreational Amenities, shall occur in accordance with the Development, shall include the following:

- b. All royalties and emergency access drives throughout the Development, all easement interests appurtenant to the Development, including, but not limited to, easements for ingress, egress, drainage, utility, access, and other purposes, and the right of right-of-way, easement, or other improvements not located within the boundaries of a unit or otherwise mandated by the Township;
- c. The electrical transmission means and wiring throughout the Development, the telephone system for the Development, and the telephone system for utility service, which is located at the boundary of a condominium unit, together with common lighting for the Development, if any, installed by the Developer or Project Association in its/their sole discretion;
- d. The telephone system throughout the Development up to the ancillary connection for unit service, which is located at the boundary of a unit;
- e. The gas distribution system throughout the Development, if installed by the Developer or Project Association, up to the gas service for unit service, which is located at the boundary of the unit, but excluding the gas meter for a unit;
- f. The cable television and any other telecommunications systems throughout the Development, and when it may be installed, up to the ancillary connection for unit service, which is located at the boundary of the unit;
- g. The sidewalks, bike paths, and walking paths (collectively "Walkways"), if any, installed by the Developer or the Project Association;
All underground, surface systems, berms, trees, plantings, and signage for the Development, Walkways and other structures and improvements, if any, located within the land owned by the Project Association and/or located within any road right-of-way throughout the Development, and the specific signage for each Condominium plotted at the entrance to each Condominium;
- h. The storm water drainage system throughout the Development, including open-ditch drainage, below-ground and above-ground drainage systems, retention ponds, and detention ponds if any, up to the point of unit service, which is located at the boundary of the unit;
- i. The sanitary sewer system throughout the Development will be dedicated to the Township; The water system throughout the Development will be dedicated to the Morion, Howell, Ocean, Genoa Water Authority ("MHOAG");
- k. The landscaped lawns, if any, within the roads in the Development, subject, however, to the rights therein of the public and any governmental unit;
- l. All easements (if any) that are appurtenant to and that benefit the Development, in whole or in part, to recorded easement, agreements, reciprocal or otherwise;
- m. All moldures or mullion systems, if any, installed by Developer or the Project Association;
- n. Such other elements of the Development not designated in this Section as Project Shared Elements that are not common within the boundaries of a unit and that are intended for common use or are necessary for the existence, upkeep, or safety of units or owners of the Development.

 DESIGNED BY: <u>SAHAB D.T.</u> CHECKED BY: <u>SAHAB D.T.</u> SCALE: 1" = 200' JOB NO.: 17-293-1 DATE: 08-01-18 PLOTTING INFORMATION:	CLIENT	MARION OAKS DEVELOPMENT, L.L.C.	
	PROJECT	MARION OAKS DEVELOPMENT	
	TITLE	PROJECT SHARED ELEMENTS	
	NO. BY: <u> </u> REVISION: <u> </u> DATE: <u> </u>		



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