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BRANDON DENBY
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI 48843
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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.

Aug 1, 2019 Jennifer M. Nash, Treasurer

2019 Taxes not examined Certificate # 27514

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MASTER DEED OF TORATOLA LANE CONDOMINIUM

Livingston County Condominium Subdivision Plan No. 431

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DESB

This Master Deed is signed and delivered on this 20th day of July 2019, by Toratola Lane Development, LLC, a Michigan limited liability company ("Developer"), on the terms and conditions set forth below.

**ARTICLE I
ESTABLISHMENT OF CONDOMINIUM**

Section 1. Project. Developer is engaged in the development of a condominium project to be known as Toratola Condominium (the Project), in County of Livingston, Township of Marion, State of Michigan, on a parcel of land as described in Article II hereof.

Section 2. Establishment of Condominium. Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as Exhibit A hereto and the Condominium Subdivision Plan attached as Exhibit B hereto, to establish the real property described in Section 2 (the Property), together with the improvements located and to be located on the Property, as a condominium project (the Condominium) under the provisions of the Michigan Condominium Act (the Act). Developer declares that on the recording of this Master Deed, the Condominium shall be a Project under the Act and shall be held, conveyed, encumbered, leased, rented, occupied, improved, or in any other manner used subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations in this Master Deed, all of which shall be deemed to run with the land and to be a burden on and a benefit to Developer; its successors and assigns; any persons who may acquire or own an interest in the Condominium; and their grantees, successors, heirs, personal representatives, administrators, and assigns.

Section 3. Project Description. The Project is a residential site condominium. The Condominium units that may be developed in the Project, including the number, boundaries, dimensions, and area of each unit (Unit), are shown on the Condominium Subdivision Plan.



Section 4. Owner Rights. Each owner of a Unit (Owner or Co-Owner) in the Project shall have an exclusive property right to Owner's Unit and to the limited common elements that are appurtenant to Owner's Unit and shall have an undivided right to share with other Owners in the ownership and use of the general common elements of the Project as described in this Master Deed.

ARTICLE II LEGAL DESCRIPTION OF THE PROPERTY

Section 1. Condominium Property or Premises. The land that is being submitted to Condominium ownership in accordance with the provisions of the Act is described on the first page of the Subdivision Plan attached as Exhibit B and is legally described as follows:

PARCEL: 39.45± Acres Parcel No. 4710-26-300-018

Situated In the Township of Marlon, County of Livingston and State of Michigan, and described as follows: Commencing at the South 1/4 corner of Section 26, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan; thence S89°24'21"W 326.00 feet along the South line of said Section 26 to the PLACE OF BEGINNING; thence continuing S89°24'21"W 469.24 feet along said South line of Section 26, same being the nominal centerline of Triangle Lake Road (33 foot wide 112 Right-of-Way); thence N00°35'39"W 210.00 feet thence N19°11'40"W 238.46 feet; thence S89°24'21"W 423.05 feet; thence N00°28'38"W (record N00°29'38"W) 1397.37 feet along the East line of "Sierra Grande Subdivision," according to the plat thereof, as recorded in Liber 18 of Plats, Pages 33 through 35, inclusive, Livingston County Records to a found monument at the Southeast corner of Outlet "B" of said 'Sierra Grand Subdivision,' thence N89°24'21'E 1283.42 feet; thence S00°50'4B"E 495.84 feet along the North-South 1/4 line of said Section 26; thence S89°24'21"W 326.00 feet; thence S00°50'4B"E 1337.55 feet to the Place of Beginning. Being a part of the Southwest 1/4 of Section 26, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Containing 39.45 acres of land, more or less. Subject to the rights of the public over that portion thereof occupied by Triangle Lake Road, also subject to and together with all easements and restrictions affecting title to the described above premises.

Section 2. Beneficial Easements. Easements are created and conveyed in this Master Deed to and for the benefit of the Project and the Units located in the Project, and the Project and the Units located in the Project are benefited and burdened by the ingress, egress, utility, and other easements described or shown on Exhibit B.

ARTICLE III DEFINITIONS

Section 1. Definitions. Certain terms used in this Master Deed are defined terms and have the meaning given them in the text where they are defined, and the same meaning shall be ascribed to the term in various other instruments with regard to the Project such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws, and Rules and Regulations of the Toratola Lane Condominium Association, a Michigan nonprofit corporation, and various deeds, mortgages, land contracts, easements, and other instruments affecting the establishment or transfer of interests in the Project. As used in documents regarding the Project, unless the context otherwise requires:

a. *Act or Condominium Act* means the Michigan Condominium Act, MCL 559.101, et seq., as amended.

b. *Association or Association of Owners* means Toratola Lane Condominium Association, Inc., the Michigan nonprofit corporation of which all Co-Owners shall be members, which shall administer, operate, manage, and maintain the Project.

c. *Association Bylaws* means the corporate Bylaws of the Association organized to manage, maintain, and administer the Project, which Bylaws may be amended from time to time, as provided for therein.

d. *Common Elements* means the portions of the Project other than the Condominium Units, including all general and limited common elements described in Article IV of this Master Deed.

e. *Condominium Bylaws* means Exhibit A to this Master Deed, which are the Bylaws that describe the substantive rights and obligations of the Owners. Such Bylaws may be amended from time to time as provided for therein.

f. *Condominium Documents* means this Master Deed with its forms, the Articles of Incorporation and Bylaws of the Association, the Rules and Regulations adopted by the board of directors of the Association, and any other document that affects the rights and obligations of a Owner in the Condominium.

g. *Condominium Property or Property* means the land referenced in Article II, as that may be amended, together with all structures, improvements, easements, rights, and appurtenances on or belonging to the Condominium Property.

h. *Condominium Subdivision Plan or Subdivision Plan* means Exhibit B to this Master Deed, which is the survey and other drawings depicting the real property and improvements to be included in the Project.

i. *Condominium Unit* or *Unit* means the portion of the Project that is designed and intended for separate ownership and use, as described in this Master Deed.

j. *Owner* or *Co-Owner* means the person, firm, corporation, partnership, association, trust, other legal entity, or combination of entities that owns a Condominium Unit in the Project, including both the vendees and vendors of any land contract of purchase.

k. *Developer* means Toratola Lane Development, LLC, a Michigan limited liability company, which has signed, delivered, and recorded this Master Deed, and its successors and assigns.

l. *Development and Sales Period* means the period continuing for as long as Developer or its successors continue to own and offer for sale any Unit in the Project, excepting any Unit that was previously conveyed by Developer and then repurchased by Developer.

m. *General Common Elements* means the Common Elements described in Section 4.1 herein, that are for the use and enjoyment of all Owners in the Project.

n. *Limited Common Elements* means the Common Elements described in Section 4.2 herein, that are reserved for the exclusive use of the Owners of a specified Unit or Units.

o. *Master Deed* means this document, together with the Exhibits attached to it and all amendments that may be adopted in the future, by which the Project is being submitted to condominium ownership.

p. *Percentage of Value* means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of an Owner's vote at meetings of the Association and the proportionate share of each Owner in the Common Elements of the Project.

q. *Project* or *Condominium* means Toratola Lane Condominium, a residential site condominium development of nineteen (19) Units (only two of which "must be built") established under the provisions of the Act.

r. *Transitional Control Date* means the date on which a board of directors for the Association takes office pursuant to an election in which the votes that may be cast by eligible Owners unaffiliated with Developer exceed the votes that Developer may cast.

Section 2. Applicability. Whenever any reference is made to one gender, it will be assumed to include both genders where the reference is appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where the reference is appropriate.

ARTICLE IV COMMON ELEMENTS

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

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

- (a) Land. The land described in Article II hereof and any easement interests of the Condominium in the land provided to it for ingress and egress, if any, and other common areas, unless otherwise excluded herein, when included as part of the Condominium and excluding the portion of the land described in the Condominium Subdivision Plan as constituting the Condominium Units.
- (b) Roadways. All roadways designated on the Condominium Subdivision Plan, subject to the rights of the public, if any, over any portions of rights-of-way.
- (c) Electrical. The electrical transmission system throughout the Project to the extent that it serves all Units up to the point of connection with the Unit as defined in Article IV, section 2 and Article V, section 1 herein.
- (d) Telecommunications. The telephone, cable television (if any), and/or telecommunication system throughout the Project to the extent that it serves all Units up to the point of connection with the Unit as defined in Article IV, section 2 and Article V, section 1 herein.
- (e) Gas. The gas distribution system throughout the Project to the extent that it serves all Units up to the point of connection with the Unit as defined in Article IV, section 2 and Article V, section 1 herein.
- (f) Site Lighting. Any lights designed to provide illumination for the Condominium Premises as a whole.
- (g) Storm Sewer System. The entire storm sewer system throughout the Project as shown on Exhibit B.
- (i) Easements. All beneficial easements that may exist or may be created in the Master Deed, including those shown on Exhibit B hereof, or otherwise for the benefit of all Units.
- (j) Entrance and Landscaped Areas. The entrance areas, including the identifying entrance sign for the Condominium Project, and all other General

Common Elements landscaped areas within the Project as designated on the Condominium Subdivision Plan, the Landscaping Plan, as approved by Marion Township, and/or as established by the Developer and/or the Association.

- (k) Underground Lawn Irrigation System. The underground lawn irrigation system throughout the Condominium, if any.
- (l) Other. Such other elements of the Condominium not herein designated as General or Limited Common Elements and which are intended for common use or necessary to the existence, upkeep and safety of the Condominium.

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

Section 2. Limited Common Elements. The Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-owner or Co-owners of the Unit or Units to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

- (a) Private Well. The private well for residential water usage and all of its appurtenances.
- (b) Appurtenances to be Constructed. Any other appurtenances or areas for individual Units which are constructed pursuant to the Condominium documents, but excluding residential structures, shall be limited in use to the Co-owner of the Unit to which it is appurtenant to.
- (c) Driveways. Driveways serving the residence constructed to serve one or more individual Units.
- (d) Utility Services. The pipes, ducts, wiring, lines, conduits and other appurtenances supplying electricity, propane gas, telephone, cable, and/or other utility service to a Unit, from the point of connection with a General Common Element.
- (e) Individual Septic Tanks and Service. Each Unit's individual septic tank, control panel, distribution lines, and discharge system from the point of connection with the individual Unit's shut off valve to the residential structure.

- (f) Miscellaneous. Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan or in any future amendment to the Master Deed made by Developer or the Association.

If no specific assignment of one or more of the Limited Common Elements described in this section has been made in the Subdivision Plan, Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit or Units by subsequent amendment to this Master Deed.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Units and the General and Limited Common Elements are as follows:

- (a) General Common Elements. The costs of maintenance, decoration, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provisions of the Bylaws (Exhibit "A" hereto) expressly to the contrary.
- (b) Storm Water Drainage System. The costs of maintenance, repair and replacement of the Storm Water Drainage System, shall be borne by the Association, unless and until easements therefore have been granted to, and accepted by, the Livingston County Drain Commission, whereupon the responsibility for such maintenance, repair, and replacement shall be that of the public agency having jurisdiction. Each Co-owner shall, however, be solely responsible for installing, maintaining, repairing, and replacing landscaping materials located within any open storm drainage easements areas lying within the Co-owner's Unit, except as the same may be disturbed by the actions of the Association or any public agency having jurisdiction in which event the Association, or the public agency, whichever is applicable, shall repair and/or replace any landscaping materials disturbed by their respective activities.
- (c) Roadways. Maintenance of the private roads in the Development is the sole responsibility of the Association. The Association shall bear the full cost of repairing and maintaining the private roads in the Development in accordance with local ordinances, including, but not limited to, snow removal and the maintenance of clear road width for emergency vehicles, and shall keep it in a reasonable state of repair so that normal access in the Development is not impeded. In the event the private road shall fall into a state of disrepair, the Township may, in its sole discretion, bring the road up to established Livingston County Road Commission standards

and assess the cost of those improvements, together with an administrative fee of twenty-five percent (25%) of the costs of the improvements against the Association and/or co-owners, as the case may be. No public funds of Marion Township shall be used to build, repair, or maintain the private roadways in the Development.

Additionally, Co-owners shall refrain from prohibiting, restricting, limiting, or in any manner interfering with normal ingress and egress and use of the private roads by any of the other Co-owners. Normal ingress and egress and use shall include use by family, guests, invitees, vendors, tradesmen, delivery persons, and others bound to, or returning from, any of the Units and having a need to use the roads.

(d) Public Utilities. Public utilities furnishing services such as electricity and telephone to the Condominium, shall have access to the Common Elements and Condominium Units as may be reasonable for the reconstruction, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the residence to reconstruct, repair or maintain such service shall be borne by the individual Co-owners and/or by the Association, as the case may be, as set forth in the provisions of this Article IV, Section 3.

(e) Limited Common Elements. The costs of maintenance, decoration, repair and replacement of all Limited Common Elements shall be borne by the Co-owner, in accordance with the provisions of the Bylaws and subject to any provisions of the Bylaws (Exhibit "A" hereto) expressly to the contrary.

i. The limited common elements adjacent to Units 10 through 13 shall be maintained by the respective units in their natural state. There shall be no clear cutting of trees and no structures of any kind within these limited common elements.

(f) Water Supply and On Site Sewage Treatment Systems. The costs of maintenance and repair of individual potable water supply and septic systems shall be borne by the Co-owner and subject to any restrictions placed on the systems by the Livingston County Health Department. These restrictions include, but are not limited to the following:

i. No Unit shall be used for other than a single-family dwelling.

ii. There shall be no future subdividing of any building units, which would utilize individual onsite sewage treatment and/or water supply systems.

iii. "Toratola Lane" Site Condominium has been approved for 19 individual units as described in Desine Inc., Job # 173236 site

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Livingston County Department
of Public Health
Name *[Signature]*
Date 7/19/15


plan dated November 15, 2018, last revision dated November 15, 2018.

- iv. The wells and septic systems shall be located in the exact area as indicated on the preliminary site plan. There shall be no deviations to these locations due to the potential of making neighboring building sites within this development un-buildable. In the future and ensuring the approvals included in this letter; if for any reason modifications to the originally approved septic areas are considered necessary a written request along with an application for soil evaluation and the associated fees shall be submitted to LCHD for review and approvals.
- v. All wells shall be drilled by a Michigan licensed well driller and be drilled to a depth that will penetrate a minimum of a 10 ft. impervious clay layer and/or shall maintain a minimum of 50 ft. from the static water level to the bottom of the casing or top of the screen in an unconfined formation.
- vi. The test wells used to determine onsite water supply adequacy have been drilled on Units 2 & 11 and will be used as potable water supply for these Units. If any test well is not to be used as the potable water supply system, it shall be properly abandoned according to The Michigan Groundwater Control Act, Part 127 of Public Act 368.
- vii. The water softener and/or water conditioning discharge waters shall not be connected or discharged into the onsite sewage treatment system.
- viii. The individual unit owners shall be responsible for the maintenance and repair of their individual potable water supply and onsite sewage treatment systems.
- ix. The reserve septic locations as designated on the preliminary plan on file at the Livingston County Health Department must be maintained vacant and accessible for future sewage treatment uses.
- x. There shall be no underground utility lines located within the areas designated as active and reserve sewage treatment system areas.
- xi. The onsite sewage treatment systems for Units 1 - 3, 5, 7, 8, 12, & 14 - 18 will require the excavation of slow permeable soils to a

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more permeable soil ranging between 3.5 to 10 ft. in depth. Due to the fact that unsuitable soils will be excavated in the area and replaced with clean, sharp sand, the cost of the system may be higher than a conventional sewage treatment system.

- xii. Unit 14 will require the bottom of the stone bed to be no deeper than 1 ft. below the highest original grade.
- xiii. A 3150 sq. ft. area has been designated on each unit for the active and reserve sewage treatment systems to accommodate a typical four bedroom single family home. Proposed homes exceeding four bedrooms must show that sufficient area exists for both the active and reserve sewage treatment systems, which meet all acceptable isolation distances.
- xiv. There shall be no activity within the regulated wetlands unless permits have been obtained from the Michigan Department of Environmental Quality
- xv. All restrictions placed on "Toratola Lane" Site Condominium by the Livingston County Health Department are not severable and shall not expire under any circumstances unless otherwise amended or approved by the Livingston County Health Department.

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of Public Health

Name _____
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- (g) Condominium Units. Subject to the Condominium Documents and the regulations and standards in the Marion Township General and Zoning Ordinances, each Co-Owner shall be responsible for the decorating, maintaining, repairing or replacing each and every part of the Unit, together with all improvements thereon, along with any portion of the yard of the Co-Owner which is located within the right-of-way of any road, except those portions of any easement or right-of-way situated within the Condominium which exists primarily for the benefit of persons other than the Co-Owner.
- (h) Failure of Co-owner to Perform Maintenance Responsibilities. In the event a Co-owner fails to maintain, decorate, repair or replace any items for which he/she is responsible, the Association shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair, or replace those items all at the expense of the Co-owner. With the exception of emergency repairs requiring immediate attention, such right shall be conditioned upon 10 days advance written notice to the Co-owner of the intention to take such action. Failure of the Association to take such action shall not be deemed a waiver of the Association's right to take any such action at a future time, nor shall the Association be liable to any Co-owner or any other person for failure to take such action. In the case of the wastewater system, the Association has the

immediate right to enter on to the property to make any necessary repairs required under state law and applicable permits. To the extent the Co-owner is responsible for making that repair, the Co-owner will be assessed in accordance with this paragraph. The Association shall have easements in furtherance of the rights accorded them hereunder as set forth in this Master Deed and no exercise of such rights shall be deemed to be a trespass or other infringement of the rights of any Co-owner, lessee or other person and shall not render the Association liable to any person whatsoever on account of such exercise. All costs incurred by the Association in performing any responsibilities under this Article which are required in the first instance to be borne by any Co-owner shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines. Any costs becoming assessable hereunder shall include not only the direct costs of such maintenance, repair, replacement, or decoration, but shall also include attorneys fees and costs and such reasonable indirect costs as are determined, in the discretion of the assessing party, to have been incurred by it in taking such action.

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

Section 5. Power of Attorney. By acceptance of a deed, mortgage, land contract, or other document of conveyance or encumbrance, all Owners, mortgagees, and other interested parties are deemed to have appointed Developer (during the Development and Sales Period) or the Association (after the Development and Sales Period has expired) as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, Developer or the Association will have full power and authority to grant easements over, to sever or lease mineral interests in, and to convey title to the land or improvements constituting the General Common Elements or any part of them; to dedicate as public streets any parts of the General Common Elements; to amend the Condominium Documents to assign or reassign the Limited Common Elements; and in general to sign and deliver all documents and to do all things necessary or convenient to exercise such powers.

Section 6. Separability. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project or in any

other way that might interfere with or impair the rights of other Owners in the use and enjoyment of their Units or their appurtenant Common Elements.

ARTICLE V DESCRIPTION OF UNITS AND PERCENTAGE OF VALUE

Section 1. Description of Units. A complete description of each Unit in the Project, with elevations referenced to an official benchmark of the U.S. Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors. Each Unit shall include all the space within the Unit boundaries and above to a depth of 20 feet below and a height of 50 feet above the surface as shown on Exhibit B, together with all appurtenances to the Unit.

Section 2. Percentage of Value. The total percentage value of the Project is 100, and the Percentage of Value assigned to each of the Condominium Units in the Project shall be equal to every other Unit. The determination that Percentages of Value for all Units should be equal was made after reviewing the comparative characteristics of each Unit, including those that may affect maintenance costs, and concluding that the Units should each have an equal Percentage of Value. The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by Article VIII, expressed in an Amendment to this Master Deed and recorded in the Livingston County Register of Deeds.

Section 3. Unit Modification. The number, size, style, boundary, or location of a Unit or of any Limited Common Element appurtenant to a Unit may be modified from time to time by Developer or its successors without the consent of any Owner, mortgagee (except as provided in the Act), or other interested person, so long as the modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy, or other significant attribute of any Unit that adjoins or is proximate to the modified Unit or Limited Common Element. However, no Unit that has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Owner or Purchaser and the mortgagee of the Unit. Developer may also, in connection with any modification, readjust Percentages of Value for all Units in a manner that gives reasonable recognition to the changes based on the method of original determination of Percentages of Value for the Project. All Owners, mortgagees of Units, and other persons interested or to become interested in the Project from time to time shall be deemed to have granted a Power of Attorney to Developer and its successors for any purpose that is similar in nature and effect to that described in Article IV, Section 5 of this Master Deed.

ARTICLE VI NONEXPANDABILITY OF THE CONDOMINIUM

The Project is not an expandable project under the Michigan Condominium Act.

ARTICLE VII EASEMENTS

Section 1. Easement for Maintenance of Encroachments. In the event any improvements located on a Unit encroach upon a Common Element, easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for the maintenance, repair and replacement thereof following damage or destruction.

Section 2. Easement Retained by Association Over Roads and Other Common Elements. The Association reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all roads in the Condominium for the purpose of ingress and egress. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article VII, Section 2 shall be borne by the Condominium Association.

Section 3. Reservation of Right to Dedicate Public Right-of-Way Over Roadways. The Association shall have the right, to dedicate to the public right-of-way of such width as may be required by the local public authority over any or all of the roadways in Toratola Lane Condominium shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be made by the Association without the consent of any Co-owner, mortgagee or other person shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan hereto, recorded in the Livingston County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication. This right of dedication in no way whatsoever obligates the Association to construct or install the roads in a manner suitable for acceptance of such dedication by the local public authority.

Section 4. Easement Retained by Association to Tap Into Utilities and for Surface Drainage. Developer also hereby reserves for the benefit of itself, its successors and assigns, perpetual easements to utilize, tap, tie into, extend lines from and into, and enlarge all utility mains located on the entire Condominium Premises, including, but not limited to, telephone, electric, water, gas, cable television, video text, broad band cable, satellite dish, earth antenna and other telecommunications systems, and storm and sanitary sewer mains. In the event that the Association, its successors and assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, typing in, extension or enlargement. All expenses of maintenance, upkeep, repair and replacement of the utility mains described in this Article VII, Section 4 shall be borne by the Condominium Association. The Association also hereby reserves for the benefit of itself, its successors and assigns, a perpetual easement to modify the landscaping and/or

grade in any portion of the Condominium Premises in order to preserve and/or facilitate surface drainage in this Condominium, provided however that. any such modification to the landscaping and/or grade in the Condominium under the provisions of this Article VII, Section 4, shall not impair the surface drainage in this Condominium.

Section 5. Dedication and Reservation of Right to Grant Easement for Storm Sewer System and Utilities. Subject to the regulations and standards in the Marion Township Zoning Ordinance, the Association shall have the right, to dedicate the storm sewer system and/or utilities and to grant easements for the storm sewer system and/or utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of the storm sewer system and/or utilities to governmental agencies or to utility companies, after having attained all applicable permits. In order to assure that the storm water drainage designed for the Condominium shall remain unimpeded, no Co-owner shall in any way disturb the grade or otherwise modify the areas within such easements. Each Co-owner shall, however, be solely responsible for installing, maintaining, repairing, and replacing landscaping materials located within any open storm drainage easement areas lying with the Co-owner's Unit, except as the same may be disturbed by the actions of the Association or any public agency having jurisdiction in which event the Association, or the public agency, whichever is applicable, shall repair and/or replace any landscaping materials disturbed by their respective activities. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto, recorded in the Livingston County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 6. Easement Retained by Developer For Pedestrian Walkways. The Association hereby reserves for the benefit of itself, its successors and assigns, perpetual easements for the use, maintenance, repair, and replacement of the pedestrian walkways and sidewalks, if any.

Section 7. Public Service Vehicle Access Easement. There shall exist for the benefit of Marion Township and/or other emergency or public service agencies or authorities, an easement over the roads in the Condominium for use by the emergency and/or service vehicles of such agencies. The easement shall be for the purposes of ingress and egress to provide, without limitation, fire and police protection, enforcement of the Uniform Traffic Code and Township ordinances, ambulance and rescue services, school bus and mail or package delivery, and other lawful governmental or private emergency or other reasonable and necessary services to the Condominium and Co-owners thereof. This grant of easement shall not be construed as a dedication of the roads to the public.

Section 8. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the First Annual Meeting), shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under, and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium.

Section 9. Association Easements for Maintenance, Repair and Replacement. The Association, Marion Township, and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common elements, as may be necessary to fulfill and responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the condominium. To the extent the Co-owner is responsible for making that repair, the Co-owner will be assessed in accordance with this paragraph. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to gas meters, septic tanks, control panels, sprinkler controls and valves, sump pumps and other Common Elements located within any Unit or its appurtenant Limited Common Elements. The Association shall not be liable to the owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his installment of the annual assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action and foreclosure of the lien securing payment as provided for in Article II of the Bylaws (Exhibit "A" hereto) and the Act.

Section 10. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, utility agreements, right-of-way agreements, access agreements and 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, antenna, multi-channel multi-point distribution service and similar services (collectively, "Telecommunications") to the Condominium or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any Federal, State or local law or ordinance

and such acts are expressly subject to the regulations and standards in the Marion Township Zoning Ordinance. Any and all sums paid by any Telecommunications or any other company or entity in connection with such service, including fees, if any, for the privilege of installing same, or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 11. Easements for Municipal Water and Sewer Services. The Developer by recording this Master Deed does hereby create easements over, under and across the common grounds and those portions of the Condominium premises that are depicted on Exhibit "B" as "Utility Easements" in favor of Marion Township, and any governmental body to which its rights herein may be subsequently assigned, to tap into, tie into and extend lines for the construction, installation, operation, maintenance, replacement and repair of public water, if any, and/or and sewer services, including all transmission lines, laterals, leads, pump stations and infrastructure. Should the Township or its assigns exercise its easement rights and construct a water and/or sewer system, the Township or its assigns shall be obligated to restore any disturbed premises to a like condition as existed prior to the commencement of the construction, maintenance or repair activities.

ARTICLE VIII AMENDMENT, TERMINATION, AND WITHDRAWAL

Section 1. Preconveyance Amendments. If there is no Owner other than Developer or Successor Developer, Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting an amendment to the Master Deed or the Condominium Bylaws or a termination of the Project shall be recorded in the register of deeds office in the county where the Project is located.

Section 2. Postconveyance Amendments. If there is an Owner other than Developer or Successor Developer, the recordable Condominium Documents may be amended for a proper purpose as follows:

a. *Nonmaterial Changes.* An amendment may be made without the consent of any Owner or mortgagee if the amendment does not materially alter or change the rights of any Owner or mortgagee of a Unit in the Project, including, but not limited to, (i) amendments to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments to facilitate conventional mortgage loan financing for existing or prospective Owners and enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, or any other agency of the federal government or the State of Michigan.

b. *Material Changes.* An amendment may be made even if it will materially alter or change the rights of the Owners with the consent of not less than two-thirds of the Owners and, to the extent required by law, mortgagees. However, an Owner's Unit dimensions or Limited Common Elements may not be modified without that Owner's consent, nor may the method or formula used to determine the percentage of value of Units in the Project for other than voting purposes be modified without the consent of each affected Owner and mortgagee. Rights reserved by Developer, including without limitation rights to amend for purposes of contraction or modification of units, shall not be amended without the written consent of Developer so long as Developer or its successors continue to own and to offer for sale any Unit in the Project.

c. *Compliance with Law.* Amendments may be made by Developer without the consent of Owners and mortgagees, even if the amendment will materially alter or change the rights of Owners and mortgagees, to achieve compliance with the Act, administrative rules, or orders adopted by the courts pursuant to the Act or with other federal, state, or local laws, ordinances, or regulations affecting the Project.

d. *Reserved Developer Rights.* Developer may also unilaterally make a material amendment without the consent of any Owner or mortgagee for the specific purposes reserved by Developer in this Master Deed. During the Development and Sales Period, this Master Deed and Exhibits A and B shall not be amended nor shall provisions be modified in any way without the written consent of Developer or its successors or assigns.

e. *Costs of Amendments.* 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 on a vote of the Owners, the costs of which are expenses of administration. The Owners shall be notified of proposed amendments under this not less than 10 days before the amendment is recorded.

Section 3. Township Approval. Notwithstanding anything to the contrary in the Condominium Documents, the following provisions of the Master Deed Documents cannot be modified or amended without prior Marion Township approval:

- (a) Article V, Section 3.
- (b) Article VII
- (c) Article VIII, Section 3.
- (d) Any other provisions of the Master Deed or Bylaws that otherwise requires prior Township approval before amendment or modification or if the amendment materially affects and/or impairs the rights of Marion Township set forth or reserved in the Master Deed.

Section 4. Project Termination. If there is an Owner other than Developer, the Project may be terminated only with consent of Developer and not less than 80 percent of the Owners and mortgagees, in the following manner:

a. *Termination Agreement.* Agreement of the required number of Owners and mortgagees to termination of the Project shall be evidenced by the Owners' execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the register of deeds office in the county where the Project is located.

b. *Real Property Ownership.* On recordation of a document terminating the Project, the property constituting the Condominium shall be owned by the Owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Owner and their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted their Condominium Unit.

c. *Association Assets.* On recordation of a document terminating the Project, any rights the Owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before recordation, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

d. *Notice to Interested Parties.* Notification of termination by first-class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who have deposited funds.

Section 5. Withdrawal of Property.

a. *Withdrawal by Developer.* Notwithstanding anything in this Master Deed to the contrary, pursuant to MCL 559.133, if the Developer has not completed development and construction of Units or Improvements in the Project that are identified as "need not be built" during a period ending 10 years after the date of commencement of construction by Developer of the Project, Developer has the right to withdraw from the Project all undeveloped portions of the Project not identified as "must be built" without the prior consent of any Owners, mortgagees of Units in the Project, or any other person having an interest in the Project. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project, subject to the payment of a reasonable pro rata share of the costs of maintaining the easements.

b. *Withdrawal by Association.* Pursuant to MCL 559.133, if the Developer does not withdraw the undeveloped portions of the Project from the Project or

convert the undeveloped portions of the Project to "must be built" before the time periods set forth in section 5(a) expire, the Association, by an affirmative two-thirds majority vote of Owners in good standing, may declare that the undeveloped land shall revert to the general common elements and all rights to construct Units on the undeveloped land shall cease. When such a declaration is made, the Association shall provide written notice of the declaration to Developer or its successor by first-class mail at its last known address. Within 60 days after receipt of the notice, Developer or its successor may withdraw the undeveloped land or convert the undeveloped condominium units to "must be built." However, if the undeveloped land is not withdrawn or the undeveloped condominium units are not converted within 60 days, the Association may file the notice of the declaration with the register of deeds. The declaration takes effect on recording by the register of deeds. The Association shall also file notice of the declaration with the local supervisor or assessing officer.

**ARTICLE IX
ASSIGNMENT OF RIGHTS**

Developer may assign any or all of the rights and powers granted to or reserved by Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use, or proposed action, to any other entity or person, including the Association. Any such assignment or transfer shall be made by an appropriate document in writing and shall be duly recorded in the register of deeds office in the county where the Project is located.

DEVELOPER:
TORATOLA LANE DEVELOPMENT,
LLC, a Michigan limited liability company

Garth Maxam


By: Garth Maxam
Its: Member

STATE OF MICHIGAN)
LivingstonCOUNTY)

Acknowledged before me in Livingston County, Michigan on this 20th day of July, 2019 by Garth Maxam, Member of Toratola Lane Development, LLC, a Michigan limited liability company, for and on behalf of that company.

Debra E. Wiedman-Clawson
Debra E. Wiedman-Clawson Notary Public
Livingston County, Michigan
My commission expires: 1-18-2021
Acting in Livingston County, Michigan

DEBRA E. WIEDMAN-CLAWSON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF LIVINGSTON
My Commission Expires January 18, 2021
Acting in the County of Livingston



Drafted by and when recorded return to:
Law Offices of Kimberly J. Bowlin, PLLC
By: Kimberly J. Hamman, Esq.
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Brighton, MI 48114
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EXHIBIT A

TORATOLA LANE CONDOMINIUM BYLAWS

ARTICLE I ASSOCIATION OF OWNERS

Section 1. Organization. Toratola Lane Condominium is a residential site condominium project located in Township of Marion, Livingston County, Michigan, being developed in a single phase to comprise a maximum of nineteen (19) building sites. On the recording of the Master Deed, the management, maintenance, operation, and administration of the Project shall be vested in an Association of Owners organized as a nonprofit corporation under the laws of the State of Michigan. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Owners, prospective buyers, mortgagees, and prospective mortgagees of Units in the Project.

Section 2. Compliance. All present and future Owners, mortgagees, lessees, or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of the Act, the Master Deed and any amendments, the Condominium Bylaws, the Association's Articles of Incorporation, the Association Bylaws, and other Condominium Documents that pertain to the use and operation of the Project. The acceptance of a deed of conveyance, the entering into of a lease, or the act of occupying a Condominium Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

ARTICLE II MEMBERSHIP AND VOTING

Section 1. Membership. Each Owner of a Unit in the Project shall be a member of the Association during the period of ownership, and no other person or entity will be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged, or transferred only as an appurtenance to a Unit.

Section 2. Voting Rights. Each Owner will be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned, when voting by value. Voting shall be by number except when the Master Deed or Bylaws specifically require voting to be by number and value, and no cumulation of votes shall be permitted.

Section 3. Eligibility to Vote. No Owner other than Developer will be entitled to vote at any meeting of the Association until the Owner has presented written

evidence of ownership of a Unit in the Project, nor shall the Owner be entitled to vote (except for elections pursuant to section 3.4) before the Initial Meeting of Members. An Owner shall be permitted to vote only if the Owner is not in default in payment of assessments levied against the Owner's unit. Developer shall be entitled to vote only those Units to which Developer still holds title.

Section 4. Designation of Voting Representative. The person entitled to cast the vote for each Unit and to receive all notices and other communications from the Association shall be designated by a certificate signed by all the record owners of a Unit and filed with the secretary of the Association. The certificate shall state the name and address of the individual representative designated; the number of the Unit owned; and the name and address of the person or persons, firm, corporation, partnership, association, trust, or other legal entity who is the Unit owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change has occurred in the ownership of the Unit.

Section 5. Proxies. Votes may be cast in person or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting designated and any adjournment and must be filed with the Association before the appointed time of the meeting.

Section 6. Majority. At any meeting of members at which a quorum is present, 51 percent of the Owners entitled to vote and present in person or by proxy (or written vote, if applicable) shall constitute a majority for the approval of the matters presented to the meeting, except when these Bylaws, the Master Deed, or law required a majority exceeding a simple majority.

ARTICLE III MEETINGS AND QUORUM

Section 1. Initial Meeting of Members. The initial meeting of the members of the Association may be convened only by the Developer and may be called at any time after two or more of the Units in of the Project have been sold and the Owners have qualified as members of the Association. In no event, however, shall the initial meeting be called later than (a) 120 days after the conveyance of legal or equitable title to non-developer Owners of 75 percent of the total number of Units that may be created in the Project or (b) 54 months after the first conveyance of legal or equitable title to a non-developer Owner of a Unit, whichever first occurs, at which meeting the eligible Owners may vote for the election of directors of the Association. The maximum number of Units that may be added to the Project under section 6 of the Master Deed shall be included in the calculation of the number of Units that may be created. Developer may call meetings of members of the Association for informational or other appropriate purposes before the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

Section 2. Annual Meeting of Members. After the initial meeting has occurred, annual meetings of the members shall be held in each year on a date and at a time and place selected by the Board of Directors. At least 20 days before the date of an annual meeting, written notice of the date, time, place, and purpose of the meeting shall be mailed or delivered to each member entitled to vote at the meeting; but no less than 30 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

Section 3. Advisory Committee. Within one year after the initial conveyance by Developer of legal or equitable title to an Owner of a Unit in the Project or within 120 days after conveyance of one-third of the total number of Units that may be created in the Project, whichever first occurs, Developer shall select two or more persons from the non-developer Owners to serve as an advisory committee to the Board of Directors (the Advisory Committee). The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board of Directors and the non-developer Owners and to aid in the ultimate transition of control to the Owners. The members of the Advisory Committee shall serve for one year or until their successors are selected, and the Committee shall automatically cease to exist at the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at the request of the Advisory Committee, but there shall be not more than two such meetings each year unless both parties agree.

Section 4. Board Composition. Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 25 percent of the Units that may be created in the Project, at least one director and not less than one-fourth of the Board of Directors of the Association shall be elected by non-developer Owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 50 percent of the Units that may be created in the Project, not less than one-third of the Board of Directors shall be elected by non-developer Owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 75 percent of the Units that may be created in the Project and before conveyance of 90 percent of those Units, the non-developer Owners shall elect all directors on the board except that Developer shall have the right to designate at least one director as long as Developer owns and offers for sale at least 10 percent of the Units in the Project or as long as 10 percent of the Units remain that may be created.

Section 5. Owner Control. If 75 percent of the Units that may be created in the Project have not been conveyed within 54 months after the first conveyance of legal or equitable title to a non-developer Owner, the non-developer Owners shall have the right to elect the percentage of members of the Board of Directors of the Association equal to the percentage of Units they hold, and Developer will have the right to elect the percentage of members of the board equal to the percentage of Units that are owned by Developer and for which all assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights of directors otherwise established in Article III, Section 4.

Application of this provision does not require a change in the size of the board as designated in the Association bylaws.

Section 6. Mathematical Calculations. If the calculation of the percentage of members of the board that the non-developer Owners have a right to elect or the product of the number of members of the board multiplied by the percentage of Units held by the non-developer Owners results in a right of non-developer Owners to elect a fractional number of members of the board, a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, Developer shall have the right to elect the remaining members of the board. Application of this provision shall not eliminate the right of Developer to designate at least one member as provided in Article III, Section 4.

Section 7. Quorum of Members. The presence in person or by proxy of 35 percent of the Owners entitled to vote shall constitute a quorum of members. The written vote of an Owner properly furnished at or before a meeting at which the Owner is not present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question on which the vote is cast.

ARTICLE IV ADMINISTRATION

Section 1. Board of Directors. The business, property, and affairs of the Association shall be managed by a board of directors (the Board of Directors) to be elected in the manner described in these Bylaws. The directors designated in the Articles of Incorporation shall serve until their successors have been duly elected and qualified at the initial meeting of members. All actions of the first Board of Directors designated in the Articles of Incorporation or any successors to the directors selected by Developer before the initial meeting of members shall be binding on the Association as though the actions had been authorized by a Board of Directors elected by the members of the Association so long as the actions are within the scope of the powers and duties that a Board of Directors may exercise under the Condominium Documents. A service contract or management agreement entered into between the Association and Developer or affiliates of Developer shall be voidable without cause by the Board of Directors on the Transitional Control Date or within 90 days after the initial meeting has been held and on 30 days' notice at any time for cause.

Section 2. Powers and Duties. The Board shall have all powers and duties necessary to administer the affairs of the Association and may take all actions in support of the administration that are not prohibited by the Condominium Documents or specifically reserved to the members, including the following:

- a. care, upkeep, and maintenance of the Common Elements;

b. development of an annual budget and the determination, levy, and collection of assessments required for the operation and affairs of the Condominium;

c. employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Condominium Property;

d. adoption and amendment of rules and regulations governing the use of the Condominium Property not inconsistent with these Bylaws;

e. opening bank accounts, borrowing money, and issuing evidences of indebtedness in furtherance of the purposes of the Association and designating signatories required for those purposes;

f. obtaining insurance for the Common Elements, the premiums of which shall be an expense of administration;

g. granting licenses for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents;

h. authorizing the execution of contracts, deeds of conveyance, easements, and rights-of-way affecting any real or personal property of the Condominium on behalf of the Owners;

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

j. asserting, defending, or settling claims on behalf of all Owners in connection with the Common Elements of the Project and, on written notice to all Owners, instituting actions on behalf of and against the Owners in the name of the Association;

k. the power and authority to bid and purchase, for and on behalf of the Association, any Unit at a sale pursuant to a mortgage foreclosure, a foreclosure of the lien for common expenses under the Act, or an order or a direction of a court or at any other involuntary sale on the consent or approval of the Owners owning not less than 60 percent in number and in value. The consent shall include a maximum price that the Board or its duly authorized agent may bid and pay for the Unit;

l. to make mortgage arrangements and financing arrangements as authorized by the vote of the Owners to close and consummate the purchase of a Unit by the Association. No such financing arrangement may be secured by an

encumbrance on any interest in the Project other than the Unit to be purchased and the limited common elements appurtenant to the Unit; and

m. further duties as may be imposed by resolution of the members of the Association or that may be required by the Condominium Documents or the Act.

Section 3. Books of Account. The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. The accounts shall be open for inspection by the Owners and their mortgagees during reasonable hours. The Association shall also prepare and distribute a financial statement to each Owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at times required by the Board of Directors by qualified independent accountants (who need not be certified public accountants), and the cost of the review or audit shall be an expense of administration.

Section 4. Maintenance, Repair, and Replacement. The responsibility for maintenance, repair, and replacement of Units and Common Elements (other than following casualty damage, which is described in section 6.3 of the Bylaws) is as follows:

a. All maintenance, repair, and replacement of the structures and other improvements located within a Unit or Limited Common Elements that are the responsibility of the Owner of a Unit as set forth in the Master Deed shall be made by the Owner of the Unit. Each Owner shall be responsible for all damages to the Common Elements resulting from the repairs or from any failure of the Owner to perform maintenance and repairs to a Unit.

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

Section 5. Reserve Fund. The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by

MCL 559.205, as amended. The fund shall be established in the minimum amount required on or before the Transitional Control Date and shall, to the extent possible, be maintained at a level that is equal to or greater than 10 percent of the then current annual budget of the Association on a noncumulative basis. The minimum reserve standard required by this section may prove to be inadequate, and the Board should carefully analyze the Project from time to time to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.

Section 6. Construction Liens. A construction lien arising as a result of work performed on a Unit or on an appurtenant Limited Common Element shall attach only to the Unit on which the work was performed, and a lien for work authorized by Developer or the principal contractor shall attach only to Condominium Units owned by Developer at the time of recording the lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Owner of the Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted for by the Association or Developer.

Section 7. Managing Agent. The Board may employ a management company or managing agent at a compensation established by the Board to perform the duties and services as the Board shall authorize, including, but not limited to, the powers and duties described in Article IV, Section 2. Developer or any person or entity related to Developer may serve as managing agent, but any compensation paid to Developer shall be at competitive rates.

Section 8. Officers. The Association Bylaws shall provide for the designation, number, terms of office, qualifications, manner of election, duties, removal, and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these Bylaws. Officers may be compensated, but only on the affirmative vote of 67 percent (67%) or more of all Owners.

Section 9. Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association on 10 days' notice to all Owners in the manner and to the extent provided by the Association Bylaws. If no judicial determination on indemnification has been made, an opinion of independent counsel on the propriety of indemnification shall be obtained if a majority of Owners vote to procure such an opinion.

ARTICLE V ASSESSMENTS

Section 1. Administrative Expenses. The Association shall be assessed as the

entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Project shall be expenses of administration, and all sums received as proceeds of or pursuant to any policy of insurance covering the interests of the Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Common Elements shall be receipts of administration.

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

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

b. *Budget Adjustments.* If the Board of Directors determines at any time, in its sole discretion, that the initial assessments levied are insufficient (i) to pay the costs of operation and maintenance of the Common Elements, (ii) to provide for the replacement of existing Common Elements, (iii) to provide for additions to the Common Elements not exceeding \$5,000 annually, or (iv) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy any additional assessments it deems necessary for such purposes. The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

c. *Special Assessments.* The Board of Directors may make special assessments in excess of those permitted by subsections (a) and (b) from time to time following the approval of the Owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to (i) assessments for additions to the Common Elements costing more than \$5,000 in any year, (ii) assessments to purchase a Unit on foreclosure of the lien described in section 5.5, or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of 67 percent or more (in number and in value) of all Owners. The

authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

Section 3. Apportionment of Assessments. All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with the Percentage of Value allocated to each Unit in the Master Deed and any other assessment provisions in the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board elects some other periodic payment schedule, annual assessments will be payable by Owners in 4 equal quarterly installments, commencing with the acceptance of a deed to or a land contract vendee's interest in a Unit or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for the payment established by rule or regulation of the Association. However, the Board of Directors, including the first Board of Directors appointed by Developer, may relieve a Unit Owner who has not constructed a residence within a Unit from payment, for a limited period of time, of all or some portion of the assessment for the Unit's respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for nonresident Owners until those Owners begin to use the Common Elements on a regular basis.

Section 4. Expenses of Administration. The expenses of administration shall consist, among other things, of the amounts the Board deems proper to operate and maintain the Condominium property under the powers and duties delegated to it and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement, and for meeting any deficit in the common expense for any prior year. Any reserves established by the Board before the initial meeting of members shall be subject to approval by the members at the initial meeting. The Board shall advise each Owner in writing of the amount of common charges payable by the Owner and shall furnish copies of each budget containing common charges to all Owners.

Section 5. Collection of Assessments. Each Owner shall be obligated for the payment of all assessments levied on the Owner's Unit while that person is the Owner of the Unit, and no Owner may become exempt from liability for the Owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of a Unit.

a. *Legal Remedies.* In the event of default by any Owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines or charge interest at the legal rate on assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, collection and

late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees, and fines in accordance with the Condominium Documents, shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid on a mortgage of record recorded before the recording of any notice of lien by the Association; and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment as provided by MCL 559.208. In a foreclosure proceeding, whether by advertisement or by judicial action, the Owner or anyone claiming under the Owner shall be liable for assessments charged against the Unit that become due before the redemption period expires, together with interest, advances made by the Association for taxes or other liens to protect its lien, costs, and reasonable attorney fees incurred in their collection.

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

c. *Self-Help.* The Association may enter the Common Elements, Limited or General, to remove and abate any condition constituting a violation or may discontinue the furnishing of services to an Owner in default under any of the provisions of the Condominium Documents on seven days' written notice to the Owner of the Association's intent to do so. An Owner in default shall not be entitled to use any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as the default continues, but this provision shall not operate to deprive any Owner of ingress and egress to and from the Owner's Unit.

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

Section 6. Financial Responsibility of Developer. The responsibility of Developer for assessments is as follows:

a. *Preturnover Expenses.* Before the Transitional Control Date, it will be Developer's responsibility to keep the books balanced and to avoid any continuing deficit in operating expenses, but the Developer shall not be responsible for the payment of general or special assessments. At the time of the initial meeting, Developer will be liable for the funding of any continuing deficit of the Association that was incurred before the Transitional Control Date.

b. *Postturnover Expenses.* After the Transitional Control Date and continuing for any remaining Development and Sales Period, Developer shall not be responsible for the payment of either general or special assessments levied by the Association on Units owned by Developer until construction of a building on a Unit is commenced.

c. *Exempted Transactions.* Under no circumstances will Developer be responsible for the payment of any portion of any assessment that is levied for deferred maintenance, reserves for replacement, capital improvements, or additions or to finance litigation or other claims against Developer.

ARTICLE VI TAXES, INSURANCE, AND REPAIR

Section 1. Real Property Taxes. Real property taxes and assessments shall be levied against the individual Units and not against the Property of the Project or any phase of the Project, except for the calendar year in which the Project or phase is established. Taxes and assessments that become a lien against the Property in the year in which the Project was established shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which a vacation of the Project occurs shall be assessed only against the individual Units. For tax and special assessment purposes, no Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other whole or partial Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made, whether the Unit is owned by an individual or multiple Owners. Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments.

Section 2. Insurance Coverage. The Association shall be appointed as attorney-in-fact for each Owner to act on insurance matters and shall be required to obtain and maintain, to the extent applicable, casualty insurance with extended coverage, vandalism, and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance pertinent to the ownership, use, and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board of

Directors for the benefit of the Association, the Owners, the mortgagees, and Developer, as their interests may appear. The insurance, other than title insurance, shall be carried and administered according to the following provisions:

a. *Owner Responsibilities.* Each Owner will be responsible for obtaining casualty insurance coverage at the Owner's expense with respect to the residence and all other improvements constructed or located within the perimeters of the Owner's Unit and for the Limited Common Elements appurtenant to the Owner's Unit. It shall also be each Owner's responsibility to obtain insurance coverage for the Owner's personal property within the Owner's Unit or elsewhere on the Condominium, for personal liability for occurrences within the Owner's Unit or on the Limited Common Elements appurtenant to the Owner's Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Owner's residence. All insurance carried by the Association or any Owner shall contain provisions permitting the waiver of the right of subrogation for any claims against any Owner or the Association for insured losses.

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

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

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

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

f. *Premium Expenses.* Unless otherwise provided, all premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration of the Association.

Section 3. Reconstruction and Repair. If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision whether or not it will be reconstructed or repaired will be made in the following manner:

a. *General Common Elements.* If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt unless 80 percent or more of the Owners and the institutional holders of mortgages on any Unit in the Project agree to the contrary. However, if the damaged property is common roadway and is the sole means of ingress and egress to one or more Units in the Project, it will be repaired or rebuilt unless the 80 percent or more of the Owners agreeing not to repair or rebuild includes the Owners of all such Units.

b. *Limited Common Elements and Improvements.* If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, the Owner of the affected Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person having an interest in the property, and the Owner shall be responsible for the cost of any reconstruction or repair that the Owner elects to make. The Owner shall in any event remove all debris and restore the Unit and its improvements to a clean and slightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

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

d. *Procedure and Timing.* Immediately after the occurrence of a casualty causing damage that is to be reconstructed or repaired by the Association, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to cover the estimated cost of reconstruction or repair required to be performed by the Association or if at any time during the reconstruction or repair the funds for the payment of the costs by the Association are insufficient, assessment shall be levied against all Owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require the replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 4. Eminent Domain. The following provisions will control on any taking by eminent domain:

a. *Condominium Units.* In the event of the taking of all or any portion of a Condominium Unit or any improvements located within the perimeters of a Unit, the award for the taking shall be paid to the Owner of the Unit and any mortgagee, according to their interests. If an Owner's entire Unit is taken by eminent domain, the Owner and any mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Project.

b. *Common Elements.* In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use by or distribution to its members. The affirmative vote of 80 percent or more of the Owners in number and in value shall determine whether to rebuild, repair, or replace the portion taken or to take another action.

c. *Amendment to the Master Deed.* If the Project continues after the taking by eminent domain, the remaining portion of the Project shall be resurveyed and the Master Deed amended accordingly; and if any Unit has been taken, section 5 of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Owners based on the continuing total value of the Condominium of 100 percent. The amendment may be completed by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Owner.

d. *Notice to Mortgagees.* If any Unit in the Condominium, the Common Elements, or any portion of them is made the subject matter of an eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each holder of a publicly recorded mortgage lien on any of the Units in the Condominium.

e. *Inconsistent Provisions.* To the extent not inconsistent with the provisions of this section, MCL 559.233 shall control on any taking by eminent domain.

ARTICLE VII CONSTRUCTION REQUIREMENTS

Section 1. Design Standards. Design standards for Units in the Project are set forth in this section. Design standards promote quality, value, and stability for Unit Owners. The standards in this section are intended to promote consistency of architecture and landscape design and to enhance and preserve real estate values.

Section 2. Developer Approvals. During the Development and Sales Period, no residences, buildings, fences, walls, drives, walks, or other improvements shall be commenced, erected, or maintained; no addition to or external change in the

appearance of any structure shall be made (including color and design); and no hedges, trees, plantings, or landscaping modifications shall be made until plans or specifications acceptable to Developer, showing the nature, kind, shape, height, materials, color scheme, location, and approximate cost of the structure or improvement and the grading and landscaping plan of the area to be affected, have been submitted to and approved in writing by Developer. Developer shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plan, that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such specifications or grading or landscaping plans, Developer shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification; the site on which it is proposed to be erected; and the degree of harmony with the Condominium as a whole.

Section 3. Codes and Ordinances. In addition to the construction requirements in this Section, all buildings and other structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected.

ARTICLE VIII USE AND OCCUPANCY RESTRICTIONS

Section 1. Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single-family residence and purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence that do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood are permitted as incidental to primary residential use. No building intended for other business uses and no apartment house, rooming house, day care facility, foster care residence, or other commercial or multiple-family dwelling of any kind shall be erected, placed, or permitted on any Unit.

Section 2. Home Occupations. To be permitted as a *home occupation*, there must be (a) no sign or display that indicates from the exterior that the residence is being used for any purpose other than that of a single-family dwelling; (b) no goods or commodities kept for viewing or sale within the Unit or the Project; and (c) no mechanical or electrical equipment used other than personal computers and other office equipment. In no event shall any barbershop, styling salon, beauty parlor, tearoom, animal hospital, or any other form of animal care or treatment such as dog trimming be considered as a home occupation. In addition, such use must be in full compliance with the Marion Township Zoning Ordinance.

Section 3. Common Areas. The Common Elements shall be used only by the Owners of Units in the Condominium and their agents, tenants, family members, invitees, and licensees for access, ingress to, and egress from the respective Units

and for other purposes incidental to use of the Units. Any parking areas or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses approved by the Board. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Owner and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date that affects all or any part of the Common Elements.

Section 4. Use and Occupancy Restrictions. The use of the Project and its Common Elements by any Owner shall be subject to the following specific restrictions:

a. *Architectural Restrictions.* The following restrictions shall apply to the Units:

- i. Main residential structures contained on Units shall be not less than 1,400 square feet.
- ii. Main residential structures on Units shall not be modular or manufactured.
- iii. There shall be a minimum roof pitch of 6/12 on all structures contained within the Unit.
- iv. Any structures on the Unit must be in conformity with exterior building materials and colors.
- v. Fences must be permitted by Marion Township and shall only be in the back yard. There shall be no fences in the front yard of the Unit.

b. *Location of Driveways.* Driveways must be wholly contained on the Unit. In addition:

- i. Driveway approaches for Unit 3, 7, and 11 shall be located within twenty-five feet (25') of the southerly Unit boundary line.
- ii. Driveway approach for Unit 4 shall be located within twenty-five feet (25') from the northerly Unit boundary line.

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

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

e. *Prohibited Uses.* Nothing shall be done or kept in any Unit or on the Common Elements that will increase the rate of insurance for the Project without the prior written consent of the Association. No Owner shall permit anything to be done or kept in the Owner's Unit or elsewhere on the Common Elements that will result in the cancellation of insurance on any Unit or any part of the Common Elements or that will violate any law.

f. *Firearms and Weapons.* No Owner shall use or permit the use by any occupant, agent, tenant, invitee, guest, or member of the Owner's family of any firearms; air rifles; pellet guns; BB guns; bows and arrows; illegal fireworks; or other dangerous weapons, projectiles, or devices anywhere on or about the Property.

g. *Pets and Animals.* No exotic, savage, or dangerous animal shall be kept on the Property, and no animal may be kept or bred for commercial purposes. No animal shall be permitted to run loose on the Common Elements or on any Unit except the Unit owned by the owner of the animal, and the owner of each pet shall be responsible for cleaning up after it.

h. *Trash Containers and Pick Up.* All trash shall be placed in containers and kept inside the garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection.

i. *Use of Common Elements.* The General Common Elements shall not be used for the storage of supplies or personal property (except for the short periods of time that are reasonably necessary to permit the placement of trash for collection the next day). No vehicles shall be parked on or along the roadways (except for parties or receptions generating a need for off-site parking). No Owner shall in any way restrict access to any utility line or other area that must be accessible to service the Common Elements or that affects an Association responsibility in any way. In general, no activity shall be carried on or condition maintained by any Owner either in the Owner's Unit or on the Common Elements that despoils the appearance of the Condominium.

j. *Application of Restrictions.* Unless arbitration is elected pursuant to these Bylaws, a dispute or question whether a violation of any specific regulation

or restriction in this section has occurred shall be submitted to the Board of Directors of the Association, which shall conduct a hearing and render a decision in writing, which shall be binding on all owners and other parties with an interest in the Project.

Section 5. Zoning Compliance. In addition to the restrictions in this Article VIII, the use of any Unit or structure on the Property must satisfy the requirements of the zoning ordinances of the municipality where the Project is located in effect at the time of the contemplated use unless a variance for the use is obtained from a unit of government with jurisdiction over the use of the Unit and Property.

Section 6. Rules and Regulations. Additional rules and regulations consistent with the Act, the Master Deed, and these Bylaws concerning the use of Units and Common Elements may be promulgated and amended by the Board. Copies of the rules and regulations must be furnished by the Board to each Owner at least 10 days before their effective date and may be revoked at any time by the affirmative vote of the Board or 60 percent or more of all Owners.

Section 7. Enforcement by Developer. The Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community used and occupied for the benefit of the Owners and all other persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such standards, Developer, or any person to whom it assigns this right, may, at its option, elect to maintain, repair, or replace any Common Elements or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, and this right of enforcement shall include (without limitation) an action to restrain the Association or any Owner from any prohibited activity.

Section 8. Owner Enforcement. An aggrieved Owner will also be entitled to compel enforcement of the Condominium Documents by an action for injunctive relief or damages against the Association, its officers, or another Owner in the Project.

Section 9. Remedies upon Breach. In addition to the remedies granted by Article V for the collection of assessments, the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this Article VIII, to enter the Unit and to remove or correct the cause of the violation. The entry will not constitute a trespass, and the Owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions in this section will not constitute a waiver of the right of the Association to enforce restrictions in the future.

Section 10. Reserved Rights of Developer. The restrictions in this section shall not apply to the commercial activities of Developer during the Development and Sale Period. Developer shall also have the right to maintain a sales office, advertising display sign, storage areas, and reasonable parking incident to its sales efforts and to reasonable access to, from, and over the Property to enable development and sale of the entire Project.

Section 11. Assignment and Succession. Developer may be assigned any of the rights granted to or reserved by it in the Condominium Documents or by law to any other entity or to the Association. Any assignment or transfer shall be made by an appropriate document in writing, signed by Developer and recorded in the register of deeds office for the county where the Project is located. On qualification, the assignee will have the same rights and powers as those granted to or reserved by Developer in the Condominium Documents.

ARTICLE IX MORTGAGES

Section 1. Notice to the Association. Any Owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (in this section, the Mortgagee), and the Association will maintain this information. The information relating to Mortgagees will be made available to Developer or its successors as needed to obtain consent from or give notice to Mortgagees concerning actions requiring consent from or notice to Mortgagees under the Condominium Documents or the Act.

Section 2. Insurance. The Association shall notify each of the Mortgagees of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief, with the amounts of the coverage.

Section 3. Inspection and Notice. On written request to the Association, a Mortgagee will be entitled (i) to inspect the books and records relating to the Project on reasonable notice, (ii) to receive a copy of the annual financial statement that is distributed to Owners; (iii) to notice of any default under the Condominium Documents by its mortgagor in the performance of the mortgagor's obligations that is not cured within 30 days; and (iv) to notice of all meetings of the Association and its right to designate a representative to attend the meetings.

Section 4. Additional Notification. When notice is to be given to a Mortgagee, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association, and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board of Directors has notice of their participation.

ARTICLE X LEASES

Section 1. Notice of Lease. An Owner, including Developer, who intends to lease a Unit shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to the prospective tenant and, at the same time, shall supply the Association with a copy of the lease form. No Unit shall be leased for a period of less than 90 days without the prior written consent of the Association.

Section 2. Terms of Lease. All occupants of a Unit shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must require compliance.

Section 3. Remedies of the Association. If the Association determines that any non-Owner occupant has failed to comply with any conditions of the Condominium Documents, the Association may take the following action:

a. *Notice.* The Association shall notify the Owner by certified mail advising of the alleged violation by the non-Owner occupant.

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

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

Section 4. Liability for Assessments. If an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a non-Owner occupant occupying the Owner's Unit under a lease or rental agreement and the non-Owner occupant, after receiving such notice, shall deduct from rental payments due the Owner the full arrearage and future assessments as they fall due and pay them to the Association. Such deductions shall not be a breach of the lease agreement by the non-Owner occupant.

ARTICLE XII ARBITRATION

Section 1. Submission to Arbitration. Any dispute, claim, or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws, or other Condominium Documents and any disputes, claims, or grievances arising among or between Owners or between Owners and the Association may, on the election and written consent of the parties to the dispute, claim, or grievance and written notice to the Association, be submitted to arbitration; and the parties shall accept the arbitrator's decision and award as final and binding. The Arbitration Rules for the Real Estate Industry of the American Arbitration Association, as amended and in effect from time to time, shall apply to all such arbitrations.

Section 2. Disputes Involving Developer. A contract to settle by arbitration may also be executed by Developer and any claimant for any claim against Developer that might be the subject of a civil action, provided as follows:

a. *Buyer's Option.* At the exclusive option of a Buyer or an Owner in the Project, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that involves an amount less than \$2,500 and arises out of or relates to a purchase agreement, a Unit, or the Project.

b. *The Association's Option.* At the exclusive option of the Association of Owners, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that arises out of or relates to the Common Elements of the Project if the amount of the claim is \$10,000 or less.

Section 3. Preservation of Rights. Election by any Owner or by the Association to submit any dispute, claim, or grievance to arbitration shall preclude that party from litigating the dispute, claim, or grievance in the courts. Except as provided in this section, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim, or grievance in the absence of an election to arbitrate.

ARTICLE XIII OTHER PROVISIONS

Section 1. Definitions. All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which the Bylaws are attached or as defined in the Act.

Section 2. Severability. If any of the terms, provisions, or covenants of these Bylaws or of any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason, that holding shall not affect, alter, modify, or impair any of the other terms, provisions, or covenants of the documents or the remaining

portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

Section 3. Notices. Notices provided for in the Act, Master Deed, or Bylaws shall be in writing and shall be addressed to the Association at its registered office in the State of Michigan and to any Owner at the address in the deed of conveyance or at another address subsequently provided. The Association may designate a different address for notices to it by giving written notice of the change of address to all Owners. Any Owner may designate a different address for notices by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by U.S. mail with postage prepaid or when delivered in person.

Section 4. Amendment. These Bylaws may be amended, altered, changed, added to, or repealed only in the manner prescribed by section 9 of the Master Deed.

Section 5. Conflicting Provisions. In the event of a conflict between the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of a conflict between the provisions of any one or more of the Condominium Documents themselves, the following order of priority shall be applied, and the provisions of the document having the highest priority shall govern:

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

DEVELOPER
TORATOLA LANE DEVELOPMENT, LLC
345 APPLEWOOD ROAD
CORRALES, NEW MEXICO 87048

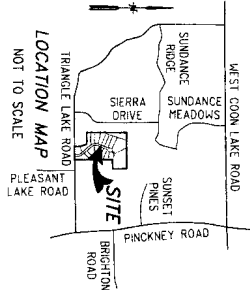


Exhibit "B" To The Master Deed Of
Toratola Lane Condominium
A Part Of The Southwest 1/4 Of Section 26
Town 2 North, Range 4 East
Marion Township, Livingston County, Michigan
Livingston County Condominium Subdivision Plan No. 431

Legal Description – Toratola Lane Condominium

Situated in the Township of Marion, County of Livingston and State of Michigan, and described as follows:

Commencing at the South 1/4 corner of Section 26, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan;
thence S89°24'21"W 326.00 feet along the South line of said Section 26;
thence N00°50'48"W 50.00 feet to the **PLACE OF BEGINNING**;
thence S89°24'21"W 469.02 feet along the North line of Triangle Lake Road (50 foot wide 1/2 Right-of-Way);
thence N00°35'39"W 160.00 feet;
thence N19°1'40"W 238.46 feet;
thence S89°24'21"W 423.05 feet;
thence N00°28'38"W (previously platted as N00°28'34"W) 1397.37 feet along the East line of "Sierra Grande Subdivision," according to the plat thereof, as recorded in Liber 18 of Plats, Pages 33 through 35, inclusive, Livingston County Records to a found monument at the Southeast corner of Outlot "B" of said "Sierra Grande Subdivision;"
thence N89°24'21"E 1283.42 feet;
thence S00°50'48"E 495.84 feet along the North-South 1/4 line of said Section 26;
thence S89°24'21"W 326.00 feet;
thence S00°50'48"E 1287.55 feet to the Place of Beginning.
Being a part of the Southwest 1/4 of Section 26, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Containing 38.91 acres of land, more or less.

ATTENTION: COUNTY REGISTER OF DEEDS

THE CONDOMINIUM PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THE PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE OF THIS SHEET AND IN THE SURVEYOR'S CERTIFICATE ON SHEETS 2 THROUGH 5.

NOTE:

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY AN APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED AS PART OF THE CONSTRUCTION PERMIT APPLICATION WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

SHEET INDEX

No.	DESCRIPTION
1	COVER SHEET
2	COMPOSITE SHEET / SURVEY PLAN
3	SURVEY PLAN - UNITS 1-3 & 16-19
4	SURVEY PLAN - UNITS 4-6, 12-15 & PART OF OPEN SPACE
5	SURVEY PLAN - UNITS 7-11 & PART OF OPEN SPACE
6	SITE PLAN UTILITY PLAN UNIT CROSS SECTION PLAN - UNITS 1-3 & 16-19
7	SITE PLAN UTILITY PLAN UNIT CROSS SECTION PLAN - UNITS 4-6, 12-15 & PART OF OPEN SPACE
8	SITE PLAN UTILITY PLAN UNIT CROSS SECTION PLAN - UNITS 7-11 & PART OF OPEN SPACE

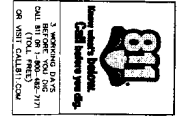
[Signature]
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2163 PLEASANT DRIVE
BRIGHTON, MICHIGAN 48114



[Signature]
MARSUZ L. LUKOWICZ
PROFESSIONAL SURVEYOR No. 38119

AUGUST 1, 2019
PROPOSED DATED
JOB No. 11-26-173236
T.L.C. EX "B" - COVER SHEET 1

DEVELOPER
TORATOLA LANE DEVELOPMENT, LLC
 345 APPLEWOOD ROAD
 CORRALES, NEW MEXICO 87048



- NOTES:**
- 1) Internal road (Toratola Lane) is a private road Right-of-Way.
 - 2) Private easements for:
 - ingress and egress (road easement)
 - public utilities
 - storm sewer and surface drainage
 - 3) See Article VII of Master Deed for additional proposed easements that effect this Condominium Project.
 - 4) Reference: Record Search prepared by Select Title Company, File No.: 47-182873-B, Dated: December 5, 2018.
 - 5) This condominium project is not an Expandable Project under the Michigan Condominium Act (See Article VI of Master Deed).
 - 6) Bearings are based on "Sundance Meadows No. 2," a subdivision of part of the Northwest 1/4 and part of the Southwest 1/4 of Section 26, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan, according to the plat thereof, as recorded in Liber 37 of Plats, Pages 38 through 40, inclusive, Livingston County Records. Devised, by executing the Master Deed, grants all herein depicted proposed easements.

BENCHMARKS:

- #1 Nail in the West Side of an Utility Pole, Located near the Southeastern Corner of Unit 2 and 35ft West of the East Line said Unit 2. Elevation = 988.12 (NAVD 88)
- #2 Nail in the West Side of a 13" Walnut, Located near the North side of Triangle Lake Road, 57 1/2 feet East of the East Condominium Line. Elevation = 989.49 (NAVD 88)

LEGEND:

- All dimensions are in feet.
 - All curvilinear dimensions are shown along the arc.
 - The symbol "o" indicates a Set 1/2" Steel Rod encased in a 4" x 36" Concrete Monument, Rule 559.407(e).
 - The symbol "■" indicates a Found Concrete Monument.
 - All Units and Open Spaces Corner are monument with an 1/2" dia., 18" long Steel Rod and Cap stamped "MLL 38119".
- = Condominium Boundary Line
 = Match Line
 = Curve Identifier

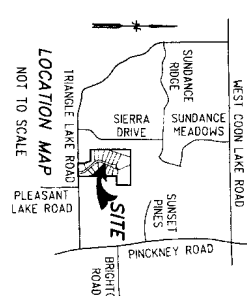
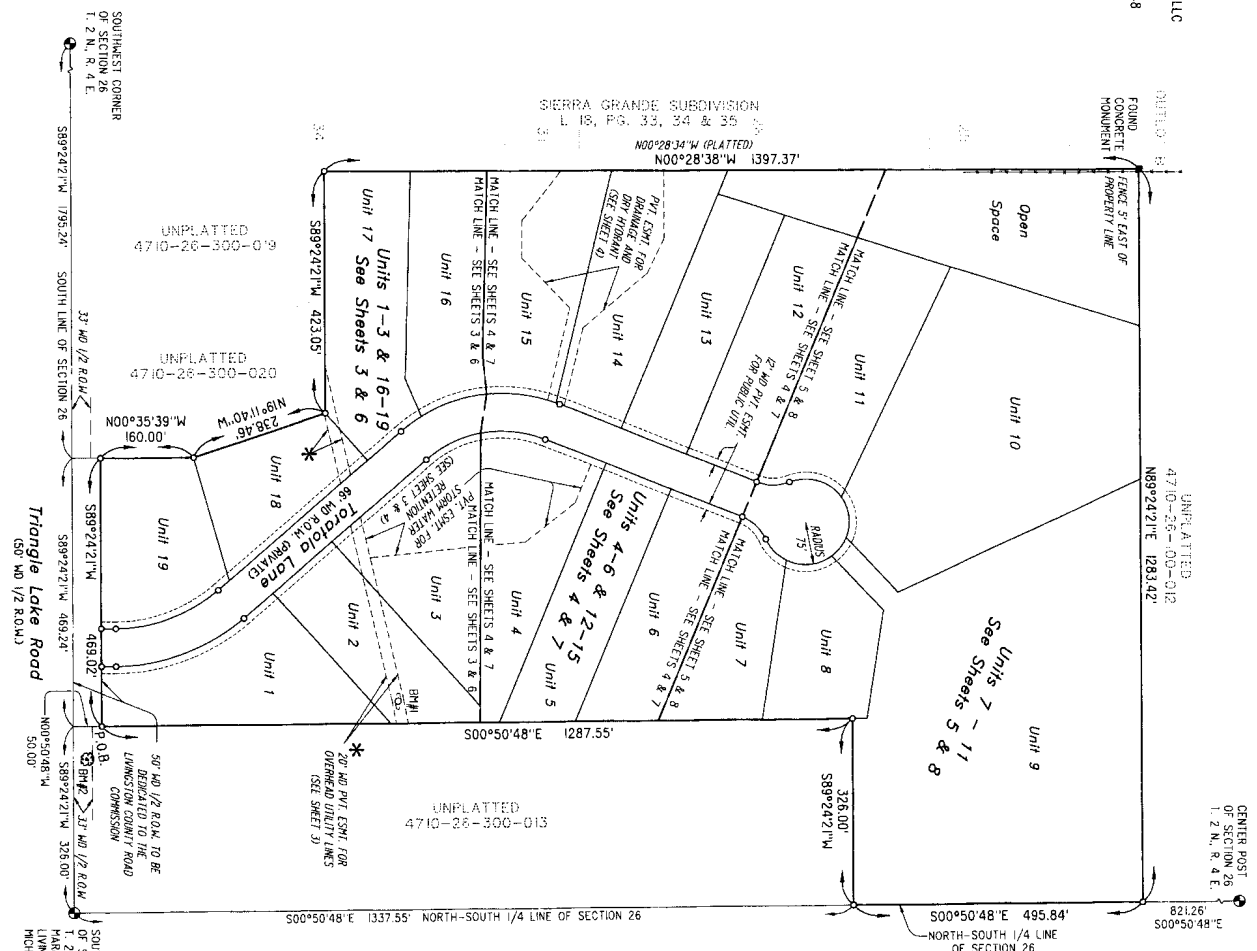


Exhibit "B" To The Master Deed Of
Torata Lane Condominium
 A Part Of The Southwest 1/4 Of Section 26
 Town 2 North, Range 4 East
 Marion Township, Livingston County, Michigan
Composite & Survey Plan

SURVEYOR'S CERTIFICATE
 I, Marusz L. Lukowicz, professional land surveyor of the state of Michigan, hereby certify:
 That the subdivision plan known as "Toratola Lane Condominium," Livingston County Condominium Subdivision Plan
 No. **431**

as shown on the accompanying drawings, represent a survey on the ground made under my direction (that there are no existing encroachments upon the lands and property herein described) or (that there are existing encroachments upon the lands and property described as shown).
 That the required monuments and iron markers have been located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.
 That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.
 That the bearings, as shown, are noted on Survey Plan as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

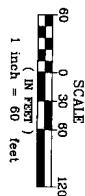
MARUSZ L. LUKOWICZ
 PROFESSIONAL SURVEYOR No. 38119

MARUSZ L. LUKOWICZ
 PROFESSIONAL SURVEYOR No. 38119

(810) 227-8533
 CIVIL ENGINEERS
 LAND SURVEYORS
 2183 PLEAS DRIVE
 BRIGHTON, MICHIGAN 48114

AUGUST 1, 2019
 PROPOSED DATED
 JOB No. 1-11-26-173236
 T.L.C. EX "B"-COMP SHEET 2

DEVELOPER
TORATOLA LANE DEVELOPMENT, LLC
345 APPLEWOOD ROAD
CORRALLES, NEW MEXICO 87048



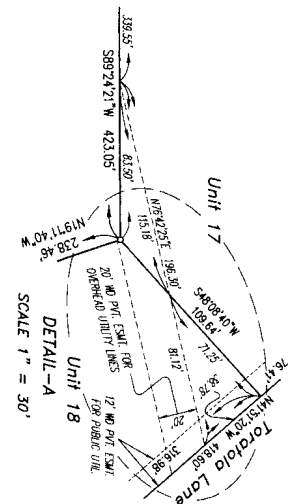
CURVE TABLE

No.	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
1	192.28'	267.00'	41°15'41"	N21°13'30"W	188.15'
2	281.89'	263.00'	63°31'30"	N10°05'35"W	276.89'
6	218.42'	197.00'	63°31'30"	S10°05'35"E	207.40'
7	239.81'	333.00'	41°15'41"	S21°13'30"E	234.66'

CHORD

DETAIL-A

SCALE 1" = 30'



- NOTES:**
- 1) Internal road (Toratola Lane) is a private road Right-of-Way.
 - 2) Private easements for:
 - ingress and egress (road easement)
 - public utilities
 - storm sewer and surface drainage
 - 3) are over the entire width of private road Right-of-Way. See Article VII of Master Deed for additional proposed easements that affect this Condominium Project.
 - 4) Reference Record Search prepared by Select Title Company, File No. 47-182873-B, Dated December 5, 2018.
 - 5) This condominium project is not an Expandable Project under the Michigan Condominium Act (See Article VI of Master Deed).
 - 6) Bearings are based on "Sundance Meadows No. 2," a subdivision of part of the Northwest 1/4 and part of the Southwest 1/4 of Section 26, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan, according to the plat thereof, as recorded in Liber 37 of Plats, Pages 38 through 40, inclusive, Livingston County Records.
 - 7) Developer, by executing the Master Deed, grants all herein depicted proposed easements.

LEGEND

- All dimensions are in feet.
- All curvilinear dimensions are shown along the arc.
- The symbol "o" indicates a Set 1/2" Steel Rod encased in a 4" x 36" Concrete Monument, Rule 559.407(9).
- The symbol "■" indicates a Found Concrete Monument.
- All Utility and Open Space Corner are monument with an 1/2" dia., 18" long Steel Rod and Cap stamped "MALL 38119."
- [Symbol] = Condominium Boundary Line
- [Symbol] = Match Line
- [Symbol] = Curve Identifier

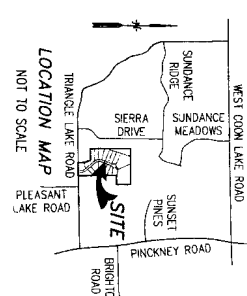
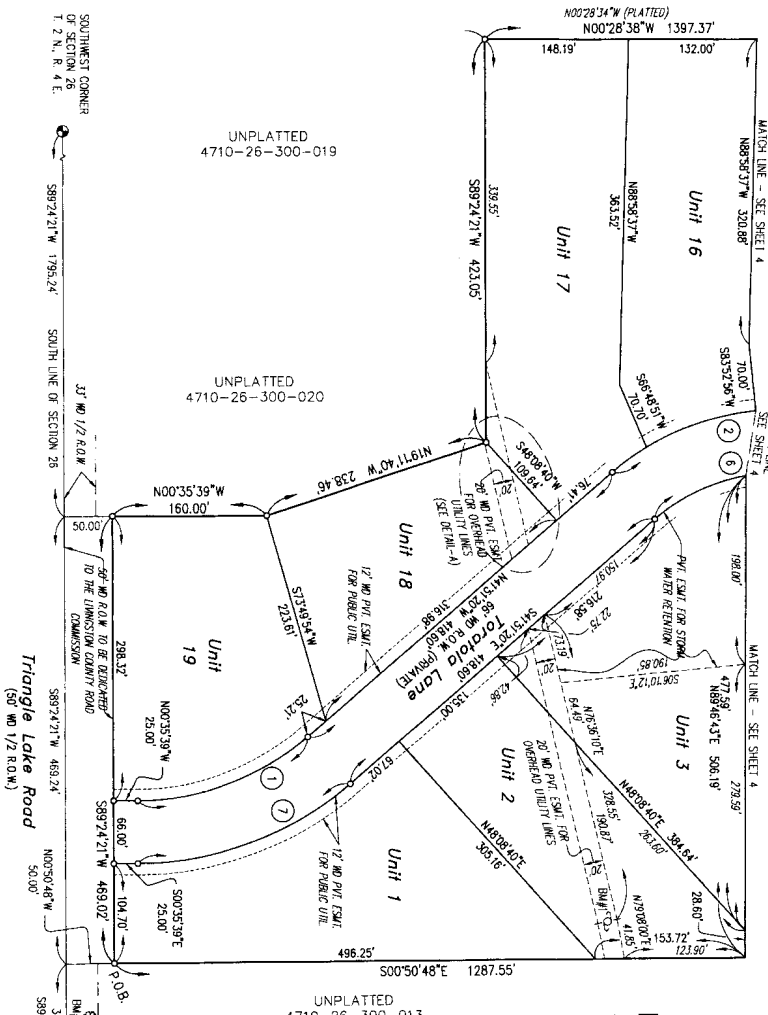


Exhibit "B" To The Master Deed Of
Toratola Lane Condominium
A Part Of The Southwest 1/4 Of Section 26
Town 2 North, Range 4 East
Marion Township, Livingston County, Michigan
Survey Plan Detail

SURVEYOR'S CERTIFICATE

I, Marusz L. Lukowicz, professional land surveyor of the state of Michigan, hereby certify:
That the subdivision plan known as "Toratola Lane Condominium," Livingston County Condominium Subdivision Plan
No. **431**

SIERRA GRANDE SUBDIVISION
L 18, PG. 33, 34 & 35



- BENCHMARKS:**
- #1 Nail in the West Side of an Utility Pole, Located near the Southeastly Corner of Unit 2 and 35± Feet West of the East Line said Unit 2. Elevation = 988.12 (NAND 88)
 - #2 Nail in the West Side of a 13" Walnut, Located near the North side of Triangle Lake Road, 57± feet East of the East Condominium Line. Elevation = 988.48 (NAND 88)

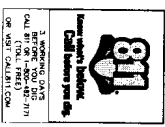
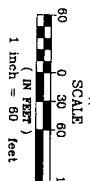
as shown on the accompanying drawings, represent a survey on the ground made under my direction (that there are no existing encroachments upon the lands and property herein described) or (that there are existing encroachments up the lands and property described as shown).
That the required monuments and iron markers have been located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.
That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act of 1978.
That the bearings, as shown, are noted on Survey Plan as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

MARUSZ L. LUKOWICZ
PROFESSIONAL SURVEYOR No. 38119
AUGUST 1, 2019
PROPOSED DATED
JOB No. 1-11-26-173256
T.L.C. EX "B"-SUR
SHEET 3

(810) 227-8533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114



DEVELOPER
TORATOIA LAKE DEVELOPMENT, LLC
345 APPLEWOOD ROAD
CORRALES, NEW MEXICO 87048

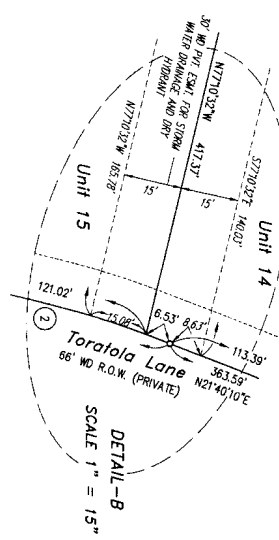
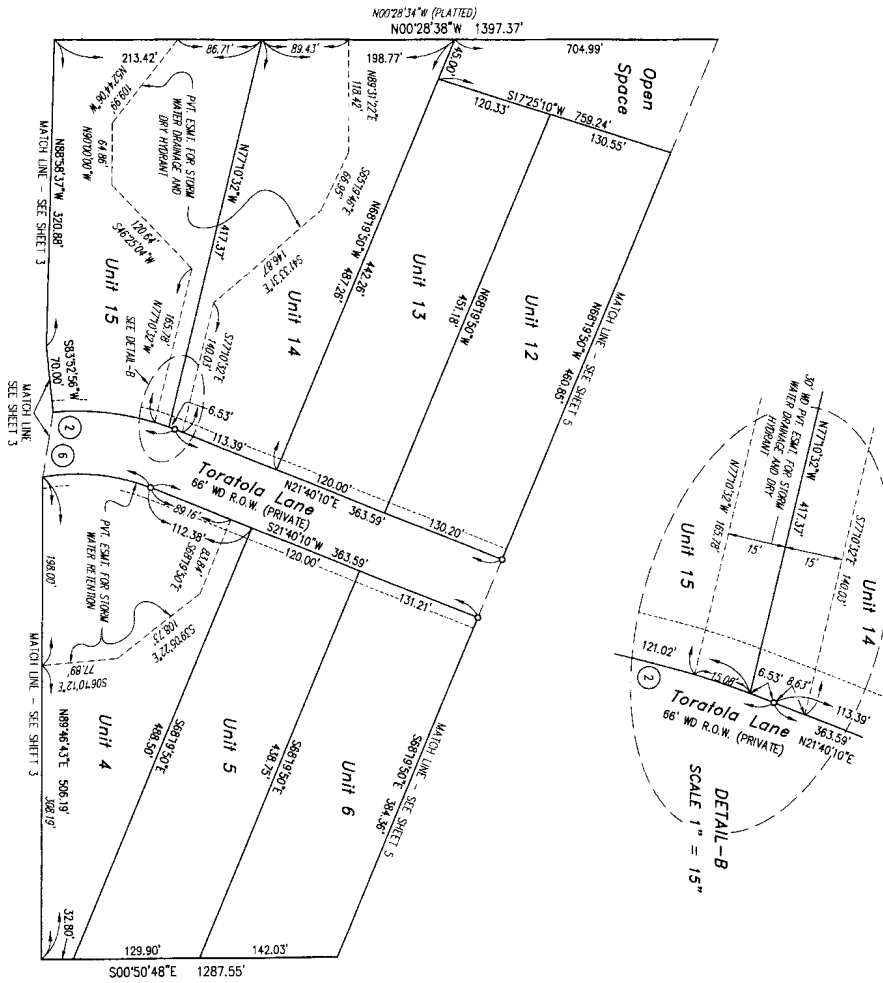


- NOTES:**
- 1) Internal road (Toratoia Lane) is a private road Right-of-Way.
 - 2) Private easements for:
 - storm sewer and surface drainage
 - public utilities
 - 3) See Article VII of Master Deed for additional proposed easements that affect this Condominium Project.
 - 4) Reference: Record Search prepared by Select Title Company, File No.: 47182873-B, Dated: December 5, 2018.
 - 5) This condominium project is not an Expandable Project under the Michigan Condominium Act (See Article VI of Master Deed).
 - 6) Bearings are based on Sundance Meadows No. 2, a subdivision of part of the Northwest 1/4 and part of the Southwest 1/4 of Section 28, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan, according to the plat thereof, as recorded in Liber 37 of Plats, Pages 38 through 40, inclusive, Livingston County Records.
 - 7) Developer, by executing the Master Deed, grants all herein depicted proposed easements.

- BENCHMARKS:**
- #1 Nail in the West Side of an Utility Pole, Located near the Southeastly Corner of Unit 2 and 354 Feet West of the East Line said Unit 2. Elevation = 988.12 (NAVD 89)
 - #2 Nail in the West Side of a 13' Walnut, Located near the North side of Triangle Lake Road, 57.3 Feet East of the East Condominium Line. Elevation = 989.49 (NAVD 89)

- LEGEND:**
- All dimensions are in feet.
 - All curvilinear dimensions are shown along the arc.
 - The symbol 'o' indicates a Set 1/2" Steel Rod encased in a 4" x 36" Concrete Monument, Rule 559.407(A)
 - The symbol '■' indicates a Found Concrete Monument
 - All Units and Open Space Corner are monument with an 1/2" dia., 18" long Steel Rod and Cap stamped "M.L. 381119."

SIERRA GRANDE SUBDIVISION
L 18, PG. 33, 34 & 35



CURVE TABLE

No.	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
2	291.59'	283.00'	63°31'30"	N10°05'35"W	276.89'
6	218.42'	187.00'	63°31'30"	S10°05'35"E	207.40'

UNPLATTED
4710-26-300-013

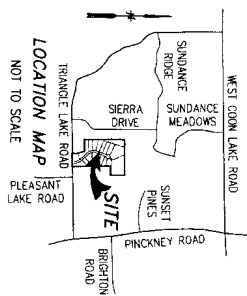
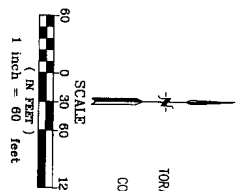


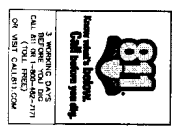
Exhibit "B" To The Master Deed Of
Toratoia Lane Condominium
A Part Of The Southwest 1/4 Of Section 26
Town 2 North, Range 4 East
Marion Township, Livingston County, Michigan
Survey Plan Detail

SURVEYOR'S CERTIFICATE
I, Mariusz L. Lukowicz, professional land surveyor of the state of Michigan, hereby certify:
That the subdivision plan known as "Toratoia Lane Condominium," Livingston County Condominium Subdivision Plan No. 431
as shown on the accompanying drawings, represent a survey on the ground made under my direction (that there are no existing encroachments upon the lands and property herein described) or (that there are existing encroachments upon the lands and property described as shown).
That the required monuments and iron markers have been located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.
That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.
That the bearings, as shown, are noted on Survey Plan as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

Mariusz L. Lukowicz
PROFESSIONAL SURVEYOR No. 38119
August 1, 2019
PROPOSED DATED
JOB No. 1-11-26-173236
SHEET 4
BRIGHTON, MICHIGAN 48114



DEVELOPER
 TORALOLA LANE DEVELOPMENT, LLC
 345 APPLEWOOD ROAD
 CORRALLES, NEW MEXICO 87048



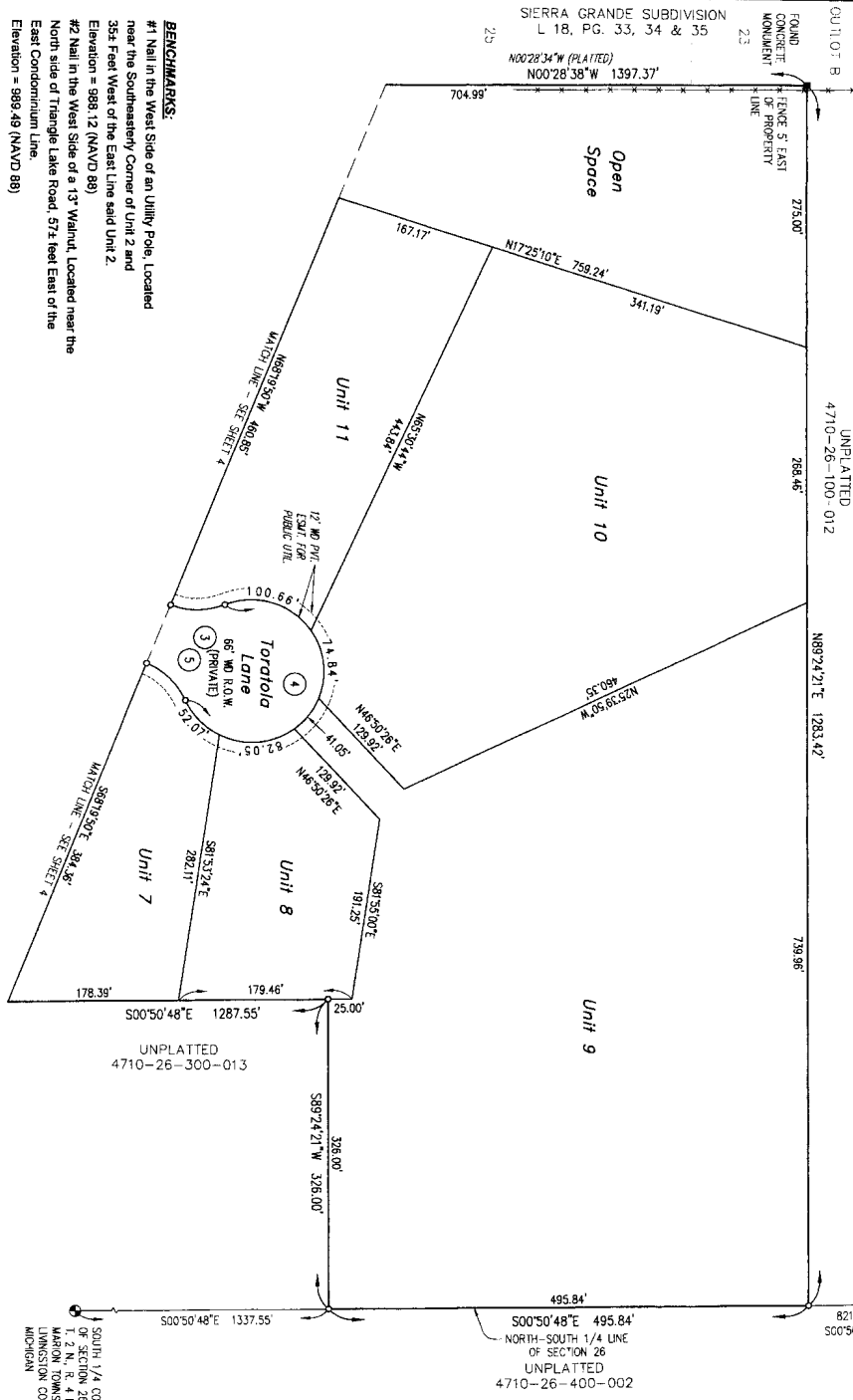
- NOTES:**
- 1) Internal road (Torolola Lane) is a private road Right-of-Way.
 - 2) Private easements for:
 - ingress and egress (road easement)
 - public utilities
 - storm sewer and surface drainage
 - 3) See Article VII of Master Deed for additional proposed easements that affect this Condominium Project.
 - 4) Reference: Record Search prepared by Select Title Company, File No. -47-182973-B, Dated: December 5, 2018.
 - 5) This condominium project is not an Expandable Project under the Michigan Condominium Act (See Article VI of Master Deed). Bearings are based on Sundance Meadows No. 2, a subdivision of part of the Northwest 1/4 and part of the Southwest 1/4 of Section 26, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan, according to the plat thereof, as recorded in Liber 37 of Plats, Pages 38 through 40, inclusive, Livingston County Records.
 - 7) Developer, by executing the Master Deed, grants all herein depicted proposed easements.

CURVE TABLE

CHORD	DELTA BEARING	DISTANCE
No. 1	51.52°	75.00'
No. 2	43°56'44"	43°56'44" N00°18'12"W
No. 3	51.52°	75.00'
No. 4	350.67°	75.00'
No. 5	51.52°	75.00'
No. 6	43°56'44"	43°56'44" S43°38'32"W
No. 7	51.52°	75.00'

LEGEND

- All curvilinear dimensions are shown along the arc.
- The symbol "o" indicates a Set 1/2" Steel Rod encased in a 4" x 36" Concrete Monument, Rule 559.407(a).
- The symbol "m" indicates a Found Concrete Monument.
- All Units and Open Space Corner are monument with an 1/2" dia. 18" long Steel Rod and Cap stamped "M.L.L. 38119."
- [Symbol] = Condominium Boundary Line
- [Symbol] = Match Line
- (O) = Curve Identifier



BENCHMARKS:

- #1 Nail in the West Side of an Utility Pole, Located near the Southeastern Corner of Unit 2 and 354 Feet West of the East Line said Unit 2. Elevation = 988.12 (NAVD 88)
- #2 Nail in the West Side of a 13" Walnut, Located near the North side of Triangle Lake Road, 574 Feet East of the East Condominium Line. Elevation = 989.49 (NAVD 88)

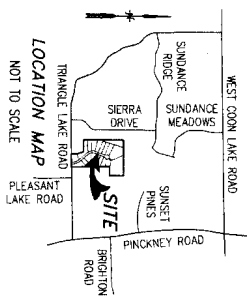
SOUTH 1/4 CORNER OF SECTION 26, TOWN 2 NORTH, RANGE 4 EAST, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

UNPLATTED 4710-26-400-002

UNPLATTED 4710-26-300-013

Exhibit "B" To The Master Deed Of
Toralola Lane Condominium
 A Part Of The Southwest 1/4 Of Section 26
 Town 2 North, Range 4 East
 Marion Township, Livingston County, Michigan

Survey Plan Detail



SURVEYOR'S CERTIFICATE

I, Mariusz L. Lukowicz, professional land surveyor of the state of Michigan, hereby certify:

That the subdivision plan known as "Torolola Lane Condominium," Livingston County Condominium Subdivision Plan

No. **431**

as shown on the accompanying drawings, represent a survey on the ground made under my direction (that there are no existing encroachments upon the lands and property herein described) or (that there are existing encroachments upon the lands and property described as shown).

That the required monuments and iron markers have been located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

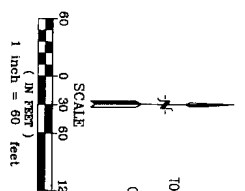
That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

That the bearings, as shown, are noted on Survey Plan as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.



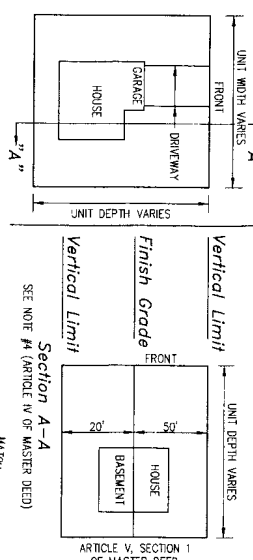
MARIUSZ L. LUKOWICZ
 PROFESSIONAL SURVEYOR No. 38119

AUGUST 1, 2019
 PROPOSED DATED
 JOB No. 1-11-26-173236
 2383 PLEASANT DRIVE
 T.L.C. EX "B"-SUR
 SHEET 5



DEVELOPER
TORATOLA LANE DEVELOPMENT, LLC
345 APPLEWOOD ROAD
CORRALES, NEW MEXICO 87048

TYPICAL UNIT CROSS SECTION
NOT TO SCALE



- NOTES:**
- 1) Road (Toratola Lane), Storm Sewers and Dry Hydrant must be built.
 - 2) Road, Storm Sewers and Dry Hydrant Plans as prepared by Design Inc. and on file with Marion Township.
 - 3) Location of Electric, Telephone, Cable T.V. and Natural Gas utility lines are on file with the appropriate utility company.
 - 4) Driveways, Walks and Private Water Wells servicing particular Units are Limited Common Elements assigned to this Unit. Refer to Article IV Common Elements of Master Deed for additional General and Limited Common Element descriptions.

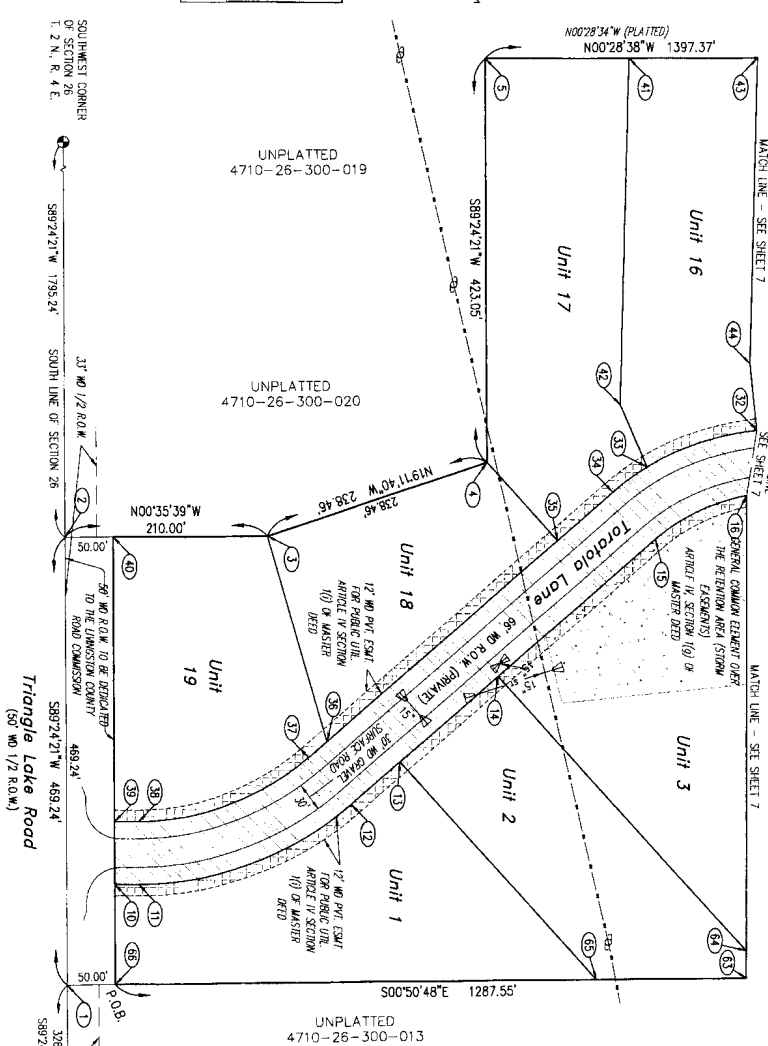
UNIT SQUARE FOOTAGE & UNIT FINISH FLOOR ELEVATION

No.	AREA	ELEVATION
1	64,880	890.5'
2	48,780	888.5'
3	64,514	893.5'
16	53,993	888.5'
17	47,634	891.0'
18	54,087	892.0'
19	54,087	892.0'

COORDINATE TABLE

No.	NORTHING	EASTING
1	4789.53	8995.28
2	4784.66	9426.06
3	4894.65	9423.89
4	5219.95	9345.49
5	5215.46	8822.46
10	4838.44	9788.85
11	4683.44	9789.59
12	5032.16	9649.63
13	5232.65	9569.83
14	5232.65	9425.32
15	5393.96	9378.75
16	5487.46	9310.55
32	5497.38	9349.68
33	5385.00	9349.68
34	5349.92	9378.17
35	5283.01	9427.15
36	5056.92	9638.65
37	5038.14	9665.48
38	4862.75	9723.59
39	4837.75	9723.85
40	4834.66	9428.55
41	5383.65	8971.22
42	5387.65	8980.13
43	5485.65	8940.55
44	5489.42	8884.83
64	5489.31	8886.33
65	5335.72	8887.21
68	4839.52	8894.54

SIERRA GRANDE SUBDIVISION
L 18, PG. 33, 34 & 35



- LIMITED COMMON ELEMENT ARTICLE IV SECTION 2(9) OF MASTER DEED
- GENERAL COMMON ELEMENT FOR PRIVATE ROADWAY, ARTICLE IV SECTION 1(6) OF MASTER DEED
- LIMITS OF OWNERSHIP - UNIT BOUNDARY
- GENERAL COMMON ELEMENT FOR STORM WATER DRAINAGE SYSTEM, (STORM EXHAUSTING) ARTICLE IV, SECTION 1(9) OF MASTER DEED
- GENERAL COMMON ELEMENT FOR PUBLIC UTILITY EXHAUST, ARTICLE IV, SECTION 1(1) OF MASTER DEED

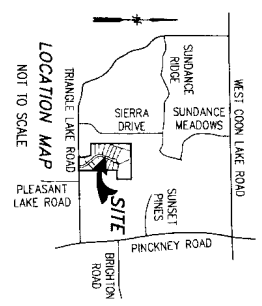


Exhibit "B" To The Master Deed Of
Toratola Lane Condominium
A Part Of The Southwest 1/4 Of Section 26
Town 2 North, Range 4 East
Marion Township, Livingston County, Michigan

Site Plan
Utility Plan
Unit Cross Section Plan

LEGEND

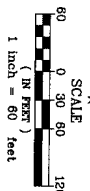
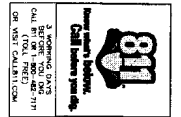
- = MISC. STRUCTURE (AS LABELED)
- = EDGE OF GRAVEL
- = OVERHEAD UTILITY LINE
- = UTILITY EXHAUST LINE
- ⊗ = CATCH BASIN
- = CONTROL STRUCTURE
- = FLARED END SECTION W/PPE WIDTH
- = STORM WATER DRAINAGE PIPE
- = W/PPE WIDTH & WATER FLOW DIRECTION
- = DRY HYDRANT
- = WATER PIPE
- = COORDINANT POINT

(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLEAS DRIVE
BRIGHTON, MICHIGAN 48114

AUGUST 1, 2019
PROPOSED DATED
JOB No. 1-11-26-173236
T.L.C. EX. 'B' - SITE/UT SHEET 6

JAMES M. BARNWELL
PROFESSIONAL ENGINEER NO. 28027

DEVELOPER
TORATOLA LANE DEVELOPMENT, LLC
345 APPLEWOOD ROAD
CORRALES, NEW MEXICO 87048

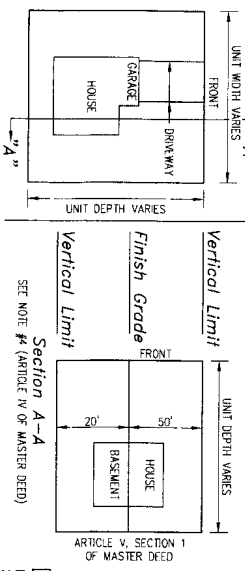
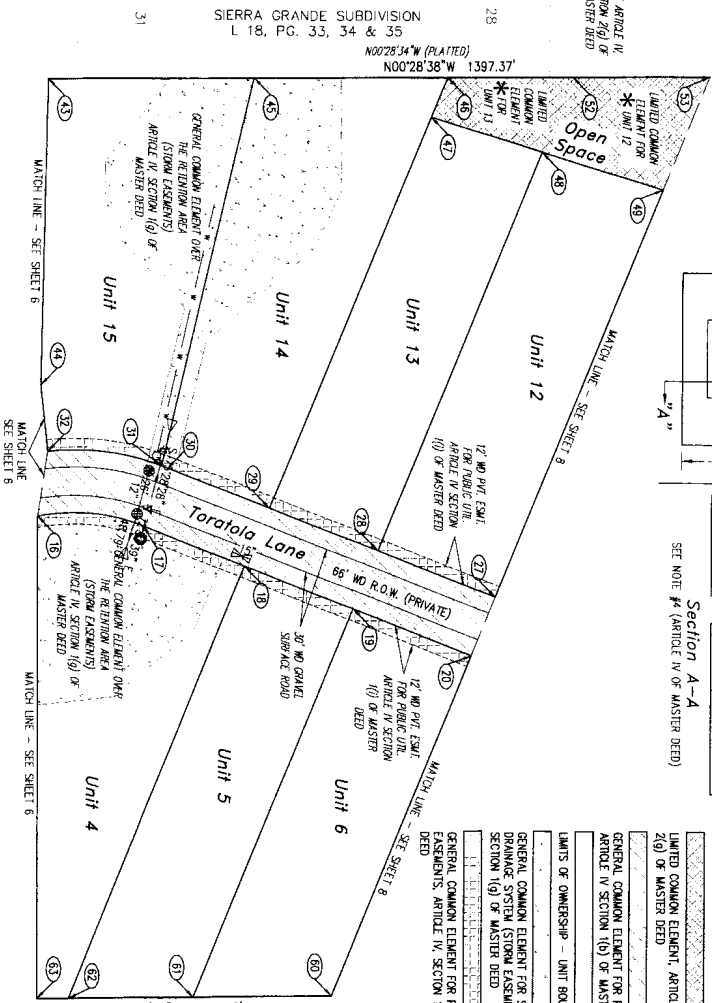


UNIT SQUARE FOOTAGE & UNIT FINISH ELEVATION

No.	AREA	ELEVATION
4	64,158	893.5
5	55,635	892.0
6	53,999	892.0
12	58,371	892.0
13	53,606	894.0
14	69,581	891.0
15	67,409	896.0

COORDINATE TABLE

No.	NORTHING	EASTING
16	5487.46	9378.75
17	5598.15	9388.98
18	5702.60	9430.48
19	5814.11	9474.79
20	5936.05	9523.23
21	6060.42	9461.90
22	5839.43	9413.82
23	5727.91	9369.51
24	5622.52	9327.64
25	5516.42	9288.31
26	5412.38	9250.55
27	5310.38	9214.35
28	5210.06	8918.35
29	5107.83	8916.89
30	5006.02	8956.51
31	4913.59	9033.82
32	4830.37	8915.61
33	4754.94	8914.44
34	4682.12	8980.43
35	4611.11	8982.53
36	4552.22	8984.45
37	4495.45	8984.53
38	4440.75	8984.45
39	4388.12	8984.45
40	4337.55	8984.45
41	4288.02	8984.45
42	4239.52	8984.45
43	4192.05	8984.45
44	4145.60	8984.45
45	4099.17	8984.45
46	4053.75	8984.45
47	4009.35	8984.45
48	3965.95	8984.45
49	3923.55	8984.45
50	3882.15	8984.45
51	3841.75	8984.45
52	3802.35	8984.45
53	3763.95	8984.45
54	3726.55	8984.45
55	3690.15	8984.45
56	3654.75	8984.45
57	3620.35	8984.45
58	3586.95	8984.45
59	3554.55	8984.45
60	3523.15	8984.45
61	3492.75	8984.45
62	3463.35	8984.45
63	3434.95	8984.45
64	3407.55	8984.45
65	3381.15	8984.45
66	3355.75	8984.45
67	3330.35	8984.45
68	3305.95	8984.45
69	3282.55	8984.45
70	3259.15	8984.45
71	3236.75	8984.45
72	3215.35	8984.45
73	3194.95	8984.45
74	3175.55	8984.45
75	3157.15	8984.45
76	3139.75	8984.45
77	3123.35	8984.45
78	3107.95	8984.45
79	3093.55	8984.45
80	3080.15	8984.45
81	3067.75	8984.45
82	3056.35	8984.45
83	3045.95	8984.45
84	3036.55	8984.45
85	3028.15	8984.45
86	3020.75	8984.45
87	3014.35	8984.45
88	3008.95	8984.45
89	3004.55	8984.45
90	3001.15	8984.45
91	2998.75	8984.45
92	2997.35	8984.45
93	2996.95	8984.45
94	2997.55	8984.45
95	2999.15	8984.45
96	3001.75	8984.45
97	3005.35	8984.45
98	3009.95	8984.45
99	3015.55	8984.45
100	3022.15	8984.45



- NOTES:**
- Road (Toratola Lane), Storm Sewers and Dry Hydrant must be built.
 - Road, Storm Sewers and Dry Hydrant Plans as prepared by Desine Inc. and on file with Marion Township.
 - Location of Electric, Telephone, Cable TV, and Natural Gas Utility lines are on file with the appropriate utility company.
 - Driveways, Walks and Private Water Wells servicing particular Units are Limited Common Elements assigned to this Unit. Refer to Article IV Common Elements of Master Deed for additional General and Limited Common Element descriptions.

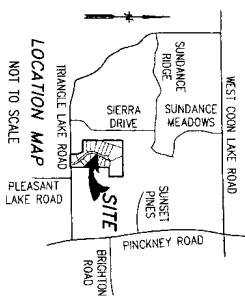


Exhibit "B" To The Master Deed Of
Toratola Lane Condominium
A Part Of The Southwest 1/4 Of Section 26
Town 2 North, Range 4 East
Marion Township, Livingston County, Michigan

Site Plan
Utility Plan
Unit Cross Section Plan

UNPLATTED
4710-26-300-013

500°50'48"E 128755'

NO. 29 34' W (PLATTED)
NO. 28 38' W 1397.37'

31

SIERRA GRANDE SUBDIVISION
L 18, PG. 33, 34 & 35

* SEE ARTICLE IV, SECTION 2(d) OF MASTER DEED

LEGEND

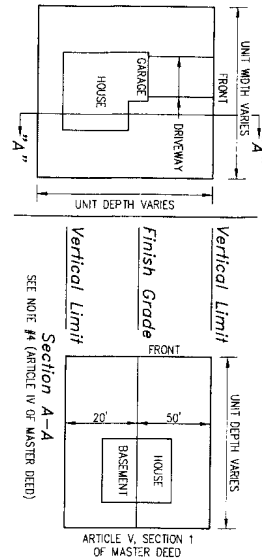
- = MISC. STRUCTURE (AS LABELED)
- = EDGE OF GRAVEL
- = UTILITY EASEMENT LINE
- ⊕ = CONTROL BASIN
- ⊙ = CONTROL STRUCTURE
- ⊖ = FLARED END SECTION W/PIPE WIDTH
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- ⊖ = DRY HYDRANT
- ⊕ = WATER PIPE
- ⊙ = COORDINANT POINT

(810) 227-9633
JAMES M. BARNWELL
PROFESSIONAL ENGINEER No. 28027

AUGUST 1, 2019
PROPOSED DATED
JOB No. 1-11-26-173236
T.L.C. EX "B"-SITE/UT SHEET 7

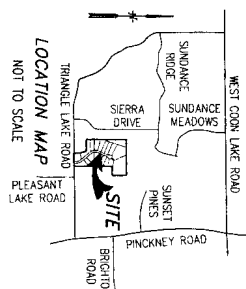
DEVELOPER
TORATOLA LANE DEVELOPMENT, LLC
345 APPLEWOOD ROAD
CORRALES, NEW MEXICO 87048

TYPICAL UNIT CROSS SECTION
NOT TO SCALE



- NOTES:
- 1) Road (Toratola Lane), Storm Sewers and Dry Hydrant must be built.
 - 2) Road, Storm Sewers and Dry Hydrant Plans as prepared by Desine Inc. and on file with Marion Township.
 - 3) Location of Electric, Telephone, Cable T.V. and Natural Gas utility lines are on file with the appropriate utility company.
 - 4) Driveways, Walks and Private Water Wells servicing particular Units are Limited Common Elements assigned to this Unit. Refer to "Article IV Common Elements of Master Deed" for additional General and Limited Common Element descriptions.

Exhibit "B" To The Master Deed Of
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Site Plan
Utility Plan
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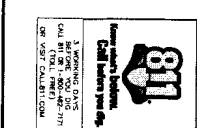
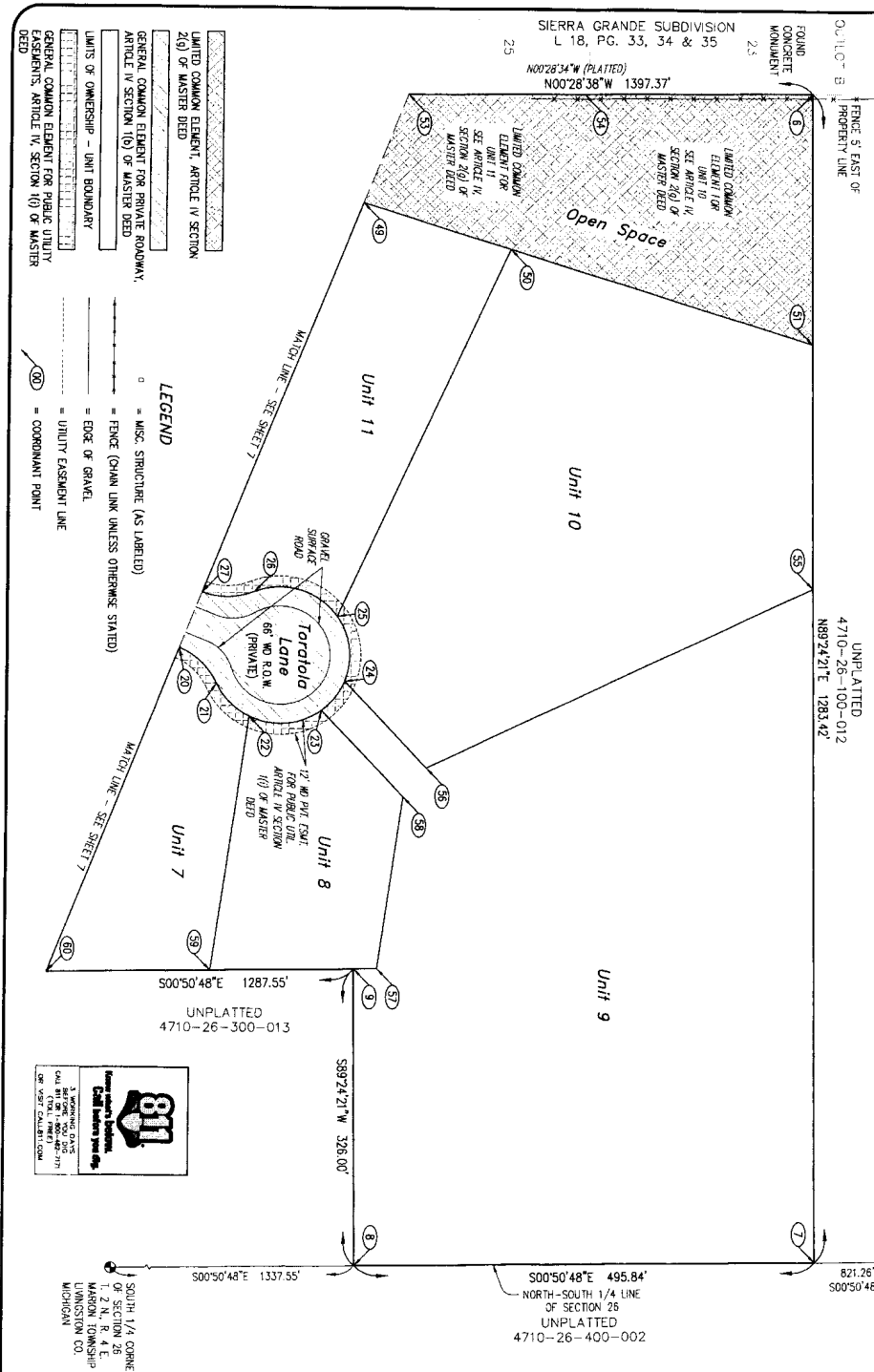


COORDINATE TABLE

No.	NORTHING	EASTING
6	6612.79	8910.82
7	6626.09	10194.17
8	6130.31	10201.50
9	6128.92	8975.51
20	5878.66	8961.87
21	5878.66	8961.87
22	6012.29	8998.51
23	6088.95	9591.02
24	6114.61	9558.85
25	6106.12	9487.58
26	5916.24	9461.00
27	5916.24	9461.00
28	6290.10	9033.82
49	6130.59	9033.82
50	6290.10	9033.82
51	6615.64	9185.80
53	6177.94	8914.44
54	6387.89	8912.88
55	6387.89	8912.88
56	6203.46	9653.23
57	6151.93	9875.14
58	6178.82	9885.80
59	5972.48	9877.80
60	5794.12	9860.43

UNIT SQUARE FOOTAGE & UNIT FINISH FLOOR ELEVATION

No.	AREA	ELEVATION
7	43,917	988.0'
8	45,379	993.0'
9	306,939	995.0'
10	190,425	992.0'
11	68,631	993.0'



1810 237-9833
PROPOSED DATED
AUGUST 1, 2019
JAMES W. BARWELL
PROFESSIONAL ENGINEER No. 29027
LIVINGSION COUNTY, MICHIGAN