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NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

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**DECLARATION OF DEED RESTRICTIONS
SUNDANCE MEADOWS No. 2 SUBDIVISION**

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**DECLARATION OF DEED RESTRICTIONS
SUNDANCE MEADOWS No. 2 SUBDIVISION**

NEW CORP, a Michigan corporation, 3321 Sesame Drive, Howell, Michigan 48843, ("Developer") hereby declares that the property known as Sundance Meadows No. 2 and described in attached Exhibit "A", sometimes hereinafter referred to as ("Plat"), is to be held, conveyed and occupied subject to the following covenants, conditions, restrictions, disclosures and general provisions which are to run with the land and are to be binding upon, and inure to the benefit of, all parties having any right, title or interest in the Plat and their heirs, successors and assigns. This Declaration is to be recorded in connection with the recording of the final Plat for Sundance Meadows No. 2 as recorded at Liber of Plats, 37 Pages 38-40, of the Livingston County, Michigan records.

These covenants, conditions and restrictions are to protect the aesthetic appeal of Sundance Meadows No. 2, the usefulness of these properties for their intended purpose, the privacy of individual homeowners and value of properties within Sundance Meadows No. 2.

HOMEOWNERS' ASSOCIATION

1. The Developer intends to establish a Homeowners' Association for Sundance Meadows No. 2 and Sundance Meadows ("Association") which may be consolidated with the Homeowners' Association(s) for future development of property owned by the Developer. All rights and obligations of the Developer, with respect to Sundance Meadows No. 2, will ultimately be transferred to the Association. Each lot owner shall be a member of the Association and every lot in Sundance Meadows No. 2 is to be subject to the Articles of Incorporation and Bylaws of the Association. All voting in Association affairs shall be on a one (1) vote per lot basis. The Association shall arbitrate disputes arising as a result of this Declaration.

2. The Association is to have authority to impose dues and assessments as are necessary to pay its expenses and costs with regard to boulevard islands and any common elements, such as; entrance sign and landscaping, trails, sidewalks, detention areas, recreation areas and other common areas that may be added in the future. Any dues and assessments that are made shall be due and payable within thirty (30) days of billing. In the event any lot owner fails to pay dues or assessments when due, the Association may record a statement in the Office of the Register of Deeds against the lot showing the amount due which shall be a lien against the property. The Association shall have the right to bring an action, in a court of competent jurisdiction, to collect unpaid dues, assessments or charges and to foreclose liens levied. No dues shall be assessed on vacant lots. Dues shall become due January 30 of the year following occupancy and shall initially be one hundred dollars (\$100.00) per year.

3. The Association shall have the right to enter upon any land within the Plat to correct or remove any violation of this Declaration and to charge costs of correction or removal against the offending lot or removed item(s) as a lien.

ARCHITECTURAL CONTROL RESTRICTIONS

4. All lots shall be used for single-family residential purposes only. Minimum living area per dwelling unit shall be as follows:

1 Story dwellings	1,500 square feet
1-1/2 Story dwellings	1,600 square feet (1,200 min. s.f. on first floor)
2 Story and multi-level dwellings	1,650 square feet (850 min. s.f. on first floor)

Computations of living area shall be exclusive of basements, garages, decks, breezeways, porches, and other areas not normally considered living areas.

5. Unless a greater setback is required by the Marion Township Zoning Ordinance, all dwellings and accessory structures shall be setback from lot lines as follows: Minimum front setback; 70 feet. Minimum side setback; 15 feet. Minimum rear setback; 25 feet.

**DECLARATION OF DEED RESTRICTIONS
SUNDANCE MEADOWS No. 2 SUBDIVISION**

6. An Architectural Control Committee ("Committee") shall be established. The Committee shall initially consist of Fred Brown, President of New Corp, William Hamway and Martin Hamway, who shall have one (1) vote each. Other Committee members may be added or removed by majority vote of the initial Committee. By the time all of the dwellings in Sundance Meadows No. 2 are occupied, responsibility for appointment of Committee members is to be transferred to the Association.

7. No dwelling, outbuilding, deck, pool or other structure, nor activity of any type requiring Committee approval, shall be commenced or constructed, and no exterior addition or alteration shall be made, until the plans and site plan therefore have been submitted to and approved in writing by the Committee. The Committee may disapprove plans because of non-compliance with building and use restrictions set forth herein, or because of any matter or thing which, in the sole discretion and judgment of the Committee, would render the proposed improvements or alteration inharmonious with the improvements on other lots or out of keeping with the objective to preserve and enhance the attractiveness and value of properties within Sundance Meadows No. 2.

8. The Committee shall establish a Beautification Committee to oversee the maintenance of the entrance area of Sundance Meadows Road, Sundance Recreation Park, the storm water detention area and any other areas that it deems reasonable.

9. Similar dwellings shall have a minimum of four (4) lots between them. There shall be a limit of four (4) similar dwellings in all of Sundance Meadows No. 2 and Sundance Meadows. Architectural elements from Paragraph ten (10) may be utilized in case of duplicate plans, if, solely in the opinion of the Committee, such elements provide for architectural variety.

10. Some of the following aesthetic amenities shall be required by the Committee on front elevations and rear elevations to a lesser extent: Offsets in elevation lines, brick, stone, porches, shutters, pillars, posts, decorative railing, bay windows, arched windows, roof overhangs of twelve (12) inches or more, breaks in roof lines, hip roofs, gables and/or dormers.

11. Exterior building materials shall be brick, wood, stone, faux stone and/or vinyl siding. Exterior color selections shall be subject to Committee approval. There shall be no more than twelve (12) inches of exposed concrete or block on front elevations, or on elevations with a walkout entrance. Roofs shall have a minimum pitch of six (6) vertical to twelve (12) horizontal on a minimum of fifty percent (50)% of roof surface area, except when this provision would cause the structure to exceed Governmental maximum height limitations. Roof vents shall be the same color as the roof. Plumbing stacks shall exit through the rear roof.

12. Each dwelling shall have an attached garage for a minimum of two (2) cars. Carports are not permitted. The driveway and any additional parking space between the attached garage and the street shall be paved prior to occupancy. Provided sufficient escrow is posted with a title insurance company or mortgage company, the Committee may approve other arrangements for driveway paving. Additional parking space and driveways connecting the main driveway and Accessory Structures may be gravel, subject to Committee approval of maximum area and location. All side entrance garages shall have at least one (1) window consistent with the front windows of the dwelling on the side facing the street.

13. No fencing shall be allowed on property lines. Decorative wood fencing, not exceeding forty-eight (48) inches in height or a total of sixty (60) feet in length, may be utilized as part of a landscape scheme inside property lines. Fencing shall be allowed by the Committee for a pet run not exceeding two hundred (200) square feet and/or within thirty (30) feet of a swimming pool. Wind break and hedge plantings, not exceeding fifty (50) feet in total length or six (6) feet in height, shall be allowed, except between the front building-line of the dwelling and the street. Location and design of fencing for pets or pools, and fencing exceeding sixty (60) feet in length, other windbreaks or hedges are subject to Committee approval. No lawn ornaments,

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sculptures or statutes shall be placed or permitted to remain on any lot without Committee approval.

14. No accessory structure, detached garage or outbuilding ("Accessory Structure") including pole buildings, shall be allowed on lots 43 through 52 and lots 55 through 63. One (1) Accessory Structure, not exceeding 800 square feet in area, shall be allowed on lots 53 and 54. Accessory Structures shall be located behind the rear building-line of the dwelling except where, in the opinion of the Committee, such location is not practical. Accessory Structure site plan, exterior appearance, orientation of doors, height, and construction materials must be approved by the Committee. Exterior materials, colors and minimum roof pitch shall also apply to Accessory Structures. Metal, plastic and aluminum storage sheds are prohibited.

15. Above-ground swimming pools are prohibited unless they are erected as part of an integrated deck that is attached to the dwelling and/or are partially buried and, in the opinion of the Committee, will not be unsightly. Below grade pools shall be allowed with location and appearance subject to Committee approval.

16. Outdoor television and radio antennas are prohibited. Satellite dishes, not exceeding twenty-four (24) inches in diameter, of a color to blend with the surrounding area, may be mounted on the rear wall of the dwelling, or on the rear dwelling roof, with the top of the dish below the roof peak. Other satellite dishes and/or locations may be approved by the Committee if, in their opinion, sufficient screening is provided.

17. No deck, sign, flag pole, basketball backboard, play structure, tennis court or other temporary or permanent fixture shall be placed, erected, or maintained outdoors on any lot without Committee approval, except one sign advertising the house on that lot for sale or lease.

GENERAL RESTRICTIONS

18. No unsightly condition shall be maintained on the grounds, or on any patio, porch or deck. Trash and refuse of any kind must be stored in an enclosed container that is kept out of sight, except for trash collection day. Materials for construction and alteration of structures may be stored outdoors for periods not exceeding fifteen (15) days. No bicycles, chairs or other objects may be left unattended on or about the front yard.

19. Lawn seeding or sodding shall be completed within ninety (90) days after occupancy, or, if winter interferes, by the 31st of May following occupancy. Each lot owner shall have responsibility to mow and maintain the grounds and landscaping of their lot.

20. No trailers, boats, motor homes, campers, motorcycles, snowmobiles, all-terrain vehicles, inoperable vehicles, unlicensed or commercial vehicles (unless making deliveries or working upon the premises) may be parked or stored upon any lot, unless parked indoors. There shall be no on-street parking, except for guest's vehicles, if on-site parking areas are full.

21. No animals shall be kept or bred for commercial purposes. Animals commonly deemed to be household pets may be kept. Animals shall be treated humanely and properly restrained at all times. Buried or "invisible" type fencing may be used for pet confinement. Buried fencing shall not be in any part of the front yard. Pets shall be cared for so they are not objectionable or offensive on account of noise, odor or unsanitary conditions.

22. Outdoor lighting shall be screened or directed to prevent glare toward the street and neighboring homes. Floodlights activated by motion sensors or other devices shall be properly maintained to prevent excessive activation. Manually switched floodlights may be left on only while necessary for outdoor activities. General illumination porch lights, not exceeding one hundred fifty (150) watts total per entrance door, may be used at any time.

23. No living trees measuring four (4) inches or more in diameter three (3) feet above the ground may be removed without Committee approval.

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24. A homeowner may conduct not more than one (1) household sale, including garage or yard sales, in a calendar year, and for no longer than four (4) consecutive days. In addition, the Association may provide for one (1) neighborhood sale per year, as it deems reasonable.

25. No improper or unlawful activity shall be carried out in any house or on any lot, nor shall anything be done which may become an annoyance or nuisance. Home-based occupations shall be allowed, subject to Marion Township regulation. No firearms may be discharged.

SIDEWALKS, ISLANDS, COMMON ELEMENTS, TRAILS, AND PARKS

26. The right to install and maintain a sidewalk is reserved. Such sidewalk shall be located within the road right-of-way. Neither Developer nor Association shall be obligated to install such sidewalk. Such sidewalk, if and when installed shall be for the use and enjoyment of Association members, the public and members of Homeowners' Associations(s) of future subdivisions of the Developer. If such future development has boulevard islands, cul-de-sac islands, trails, parks, sidewalks or other common elements, then such elements may be available for reciprocal use and enjoyment of Association members and the public. Responsibility for such areas may be transferred and/or deeded to the Association. The Developer may elect to retain control of use and/or maintenance of some or all common elements, up to and including such time as all future phases or future development is completed.

LIVINGSTON COUNTY ROAD COMMISSION REQUIREMENTS

27.1 No trees shall be planted within the road right of way (generally 17.5 feet from back of curb). Any landscaping within the right of way shall be done with plantings that, if left unattended, shall have a mature height of less than eighteen inches. Rocks used for landscaping within the road right of way shall be less than six inches and arranged in such a way that they do not present a hazard to the public. Determination of hazard shall be solely a matter of the Livingston County Road Commission Board based on its authority and responsibility to maintain the streets in a manner reasonably safe and convenient for public travel.

27.2 A clear vision area shall be maintained in the road right of way and from the center of any driveway approach or intersection per Livingston County Road Commission standards.

STORM WATER DRAINAGE AND DETENTION – DRAINAGE DISTRICT

28.1 Property outside of the Plat owned by the Developer and described in attached Exhibit "B" is reserved for storm water detention and drainage. This property may be transferred and deeded to the Association, and/or may be consolidated with a Homeowners' Association(s) for development of contiguous properties owned by the Developer. This property is to be subject to easement of the Livingston County Drain Commissioner, which shall perform maintenance within its easement area in accordance with the Commissioner's internal policies and regulations.

28.2 A drainage district to be known as the "Sundance Meadows Drainage District" and described in attached Exhibit "C" is to be established. The Developer or assigns shall have the right to sell, assign, transfer or convey this District and any drainage easements to any governmental unit.

28.3 There shall exist easements over all lots and park areas for purposes of construction, maintenance, and improvement of the storm water drainage and detention as designated on the Plat. The Developer and the Livingston County Drain Commissioner, and their agents, contractors, and designated representatives shall have the right of entry on, and to gain access to the easement property.

28.4 No lot owner shall disturb the grade or otherwise modify the areas within the easements in any way inconsistent with the drain. No lot owner shall install, maintain, repair, or replace landscaping materials located within Drainage Easement areas lying within such lot owner's area in any way inconsistent with the use of the Drainage District. All lot owners shall

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release Grantee and its successors, assigns, or transferees from any and all claims to damages in any way arising from or incidental to the construction and maintenance of the Drain, or otherwise arising or incidental to the exercise by the Drainage District of its rights under said easements, and all lot owners covenant not to sue the Drainage District for any such damages.

28.5 All costs relating to the maintenance and improvement of the Sundance Meadows Drainage District shall be born by the Drainage District, and assessed to the lot owners pursuant to Act No. 40 of the Public Acts of 1956, as amended.

WELLS, SEPTICS AND WATER SOFTENING DISCLOSURE

29. Public water supply and sanitary wastewater disposal is not available and will not be available in the foreseeable future. Each dwelling will depend on on-site wells for water supply and septic systems for sewage disposal. Water samples from test wells indicate serious consideration should be given to installing filtering and/or water softener systems to remove iron and hardness. As with all dwellings in Livingston County that are approved for well and septic, minimum well capacity and maximum septic capacity is determined by the Livingston County Health Department for "normal" household usage. Prospective buyers should verify that the actual capacities installed, or to be installed, are adequate for their individual needs prior to purchasing. Wells, septics and related equipment are subject to failure if utilized beyond their design capacity or with normal usage over time. Costs of installation and maintenance of wells, septics, and related equipment shall be the responsibility of individual homeowners.

RESTRICTIONS FROM THE LIVINGSTON COUNTY HEALTH DEPARTMENT

30.1 No lot shall be used for other than a single family dwelling.

30.2 There shall be no future subdividing of any building lots which would utilize individual onsite sewage disposal and/or water supply systems.

30.3 "Sundance Meadows No. 2" Subdivision has been approved for 21 individual lots as described in Desine, Inc. site plan Job #8726 dated August 19, 1999. The wells and septics shall be located in the exact area as indicated on the preliminary plans as submitted.

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

30.5 A test well used to determine onsite water supply adequacy has been drilled on Lot 61. If this well is not intended for use as potable water supply, it must be properly abandoned according to Part 127, Act 368 of the Groundwater Quality Control Act.

30.6 The test wells throughout the project which are not functionable must be abandoned according to Part 127, Act 368, P.A. 1976 of the Groundwater Quality Control Act. Written certification as to the abandonment of these wells by a licensed well driller must be submitted **prior to final plat approval.**

30.7 The wells and septics shall be located in the exact area as indicated on the preliminary plans as submitted by Desine, Inc. last revision August 19, 1999, which is on file at the LCHD.

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

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

30.10 The onsite sewage disposal systems for Lots 46-50, 52, 54, 55, 59, 60, 62, 63, and 64 will require the excavation of slow permeable soils to a more permeable soil ranging between

APPROVED
Livingston County Health Department
Name _____
Date 1-4-2000

**DECLARATION OF DEED RESTRICTIONS
SUNDANCE MEADOWS No. 2 SUBDIVISION**

4-10 ft. in depth. Due to the fact that unsuitable soils will be excavated in the area and replaced with a clean sharp sand, the cost of the system may be higher than a conventional sewage disposal system.

30.11 Lots 48, 49, 50, 54, 55, and 56 will require an enlarged system due to the heavy soil structure witnessed on these lots. Please refer to the soil conditions on file at Livingston County Health Department.

30.12 Individual site plans have been submitted for lots 51 and 52. These lots shall be developed in accordance with the plans which are on file at the Livingston County Health Department. Care must be taken not to locate any underground utility lines within the area proposed for the active and reserved septic systems.

30.13 The engineer must give written certification that any additional grades, filling and/or land balancing that has taken place as part of the construction of the development has not affected the placement for either the active or reserve sewage disposal systems. This certification must be given stating that there has been no changes on any lots affected prior to final plat approval.

30.14 Prior to final plat approval, written engineer certification must be given which indicates that all storm drains which are within 50 ft. of the proposed active or reserve septic systems have been sealed with a watertight premium joint material.

30.15 A 2800 sq. ft. area has been designated on each lot for active and reserve sewage disposal systems to accommodate a typical three to four bedroom single family home. Proposed homes exceeding three to four bedrooms must show that sufficient area exists for both active and reserve sewage systems which meet all acceptable isolation distances.

30.16 There shall be no activity within the regulated wetland unless permits have been obtained from the Michigan Department of Environmental Quality.

30.17 All restrictions placed on "Sundance Meadows No. 2" Subdivision 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.

GENERAL PROVISIONS

31. The covenants, conditions, restrictions, disclosures and general provisions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the fee simple lot owners, except that, amendments made by the Developer during its ownership of lots, or while holding a financial interest in lots, shall not require the vote, signature or approval of any other lot owners. Paragraph 30.17 set forth above shall govern Livingston County Health Department restrictions. Any amendment must be recorded with the Livingston County Register of Deeds.

32. The Developer reserves the right to create additional subdivisions or additional phases adjacent to, or in the vicinity of Sundance Meadows No. 2. The covenants, conditions and restrictions of this Declaration shall not be binding upon property outside of Sundance Meadows No. 2. The restrictions for such subdivisions may be more or less stringent than those set forth herein. The Developer shall have the right to maintain a sales office, a business office, a construction office, models, storage areas and parking incident to development and sales, and may do so during the entire construction and sale period of this project or its additions.

33. Invalidation of any of these covenants, conditions or restrictions by judgment or court order shall in no wise affect any other provisions herein, which shall remain in full force and effect.

APPROVED
Livingston County Health Department
Name _____
Date 1-4-2000

DECLARATION OF DEED RESTRICTIONS
SUNDANCE MEADOWS NO. 2 SUBDIVISION

IN WITNESS WHEREOF, the undersigned, being all the parties with an ownership interest in Sundance Meadows No. 2 have executed this Declaration on the 5th day of November 1999.

WITNESSES:

Paula C. Reading
Paula C. Reading

New Corp, a Michigan Corporation
Land Contract Assignee

[Signature]
By: Fred Brown, President
3321 Sesame Dr., Howell MI 48843

Dianna Curry
Dianna Curry

Mega Dirt, Inc., a Michigan Corporation,
Land Contract Assignor

[Signature]
By: Fred Brown, President
3321 Sesame Dr., Howell MI 48843

Cox Charitable Remainder Unitrust,
Land Contract Vendee

Malcolm Cox
By: Malcolm Cox, Trustee
a/k/a, Malcolm H. Cox, Trustee
1309 Fountain St., Ann Arbor MI 48103

STATE OF MICHIGAN)
) S.S.
COUNTY OF WASHTENAW)

Personally came before me this 5th day of November 1999 Fred Brown, President of the above named corporations, to me known to be the person who executed the foregoing, and to me known to be President of said corporations, and Malcolm Cox, Trustee of the above named trust, to me known to be the person who executed the foregoing, and to me known to be Trustee of said trust on behalf of said trust as the free act and deed of said corporations and trust, by their authority.

Paula C. Reading
Paula C. Reading
Notary Public, Washtenaw County, Michigan
My commission expires 12/21/02

PAULA C. READING
Notary Public, Washtenaw County, MI
My Commission Expires 12/21/2002

Drafted by and when recorded return to: Fred Brown, President
New Corp
3321 Sesame Dr.
Howell, MI 48843

EXHIBIT A

"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:

Commencing at the West 1/4 Corner of Section 26, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan; thence N 88°58'49" E 1077.75 feet along the North line of "Sierra Grande Subdivision" a subdivision as recorded in Liber 18 of Plats, Pages 33 through 35, inclusive, Livingston County Records, same being the Southerly line of "Sundance Meadows" a subdivision recorded in Liber 35 of Plats, Pages 46 through 49, inclusive, Livingston County Records to the **PLACE OF BEGINNING**; thence along the Westerly perimeter of the aforementioned "Sundance Meadows" the following eight courses: N 00°02'00" W 273.71 feet, N 06°07'37" W 66.38 feet, N 00°02'00" W 338.30 feet, N 23°28'27" W 326.86 feet, Northeasterly, non-tangentially 75.57 feet along the arc of a 263.00 foot radius curve to the left through a central angle of 16°27'49" having a chord bearing N 58°17'39" E 75.31 feet, N 50°03'44" E 91.77 feet, N 59°08'40" E 66.84 feet, and N 47°48'45" E 311.55 feet; thence N 89°00'34" E 267.71 feet; thence S 00°49'40" W 45.02 feet; thence S 45°26'11" E 291.77 feet; thence S 13°01'46" W 97.77 feet; thence S 76°58'14" E 66.00 feet; thence S 13°01'46" W 25.09 feet; thence S 76°58'14" E 317.47 feet; thence S 09°10'06" W 395.94 feet; thence S 27°40'44" W 503.03 feet; thence N 49°59'38" W 325.88 feet; thence Southwesterly, non-tangentially 34.56 feet along the arc of a 547.70 foot radius curve to the right through a central angle of 03°36'56" having a chord bearing S 44°51'50" W 34.56 feet; thence S 46°40'18" W 92.77 feet; thence S 43°19'42" E 7.50 feet; thence S 46°40'18" W 66.00 feet; thence N 43°19'42" W 47.38 feet; thence S 46°40'18" W 262.08 feet; thence N 00°29'38" W 46.15 feet along the East line of said "Sierra Grande Subdivision;" thence along the North line of said "Sierra Grande Subdivision" S 88°58'49" W 201.19 feet to the Place of Beginning. Being a 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. Containing 25.47 acres of land, more or less.

1999 NOV 29 A 8:50

NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

EXHIBIT "C"

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**AGREEMENT FOR THE ESTABLISHMENT OF A COUNTY
DRAIN AND COUNTY DRAINAGE DISTRICT
FOR THE SUNDANCE MEADOWS SUBDIVISION
PURSUANT TO SECTION 433 OF ACT NO. 40 OF
THE PUBLIC ACTS OF 1956, AS AMENDED**

THIS AGREEMENT, made and entered into this 23RD day of November, 1999, by and between BRIAN JONCKHEERE, LIVINGSTON COUNTY DRAIN COMMISSIONER, 2300 Grand River, Howell, MI 48843, hereinafter referred to as "Drain Commissioner: on behalf of the proposed Sundance Meadows Subdivision Drain Drainage District: and New Corp, 3321 Sesame Drive, Howell, MI 48843, a Michigan Corporation, as owner(s) of land described in Exhibit A attached hereto, hereinafter referred to as "Landowner".

WITNESSETH:

WHEREAS, Section 433 of Act No. 40 of the Public Acts of 1956, as amended, authorizes the Drain Commissioner to enter into an Agreement with the Landowner and developer, if any, to establish a drain which was constructed by the Landowner or developer to service an area of its own land as a County Drain; and,

WHEREAS, Landowner, pursuant to Section 433 of Act No. 40 of 1956, as amended, wishes to provide drainage service to its own lands and has requested same to be established and dedicated as a County Drain under the jurisdiction of the Livingston County Drain Commissioner; and,

WHEREAS, Landowner has been advised and understands and agrees to assume the total cost of the construction of the drain to include engineering, inspection, easement acquisition, legal and administrative expenses and costs attendant to this Agreement; and,

WHEREAS, Landowner further understands that the Drain constructed, or to be constructed, pursuant to this Agreement, when finally accepted by the Drain Commissioner, will be known as the Sundance Meadows Subdivision, Drain and that the land to be drained will be known and constituted as the Sundance Meadows Subdivision Drain Drainage District and will be subject to assessments, for costs of future operation, inspection, maintenance and improvement; and,

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LIBER 2744 PAGE 0211

WHEREAS, Landowner has agreed to assume and pay all cost as set forth herein, and,

WHEREAS, Landowner has obtained, at its own expense, a certificate from a registered professional engineer satisfactory to the Drain Commissioner to the effect that the Drain has sufficient capacity to provide adequate drainage service without detriment to or diminution of the drainage service which the outlet currently provides. A copy of said certificate being attached hereto as Exhibit B.

NOW, THEREFORE, in consideration of the premises and covenants of each, the parties hereto agree as follows:

1. Landowner agrees to construct and/or has constructed, at its expense, the Drain in accordance with plans and specifications approved by the Drain Commissioner
2. The Landowner agrees to pay the costs of construction of said Drain and drainage facilities, including the acquisition of the necessary rights of way or easements, engineering, surveying, inspection, legal and administration costs. In addition, the Landowner has deposited with the Drain Commissioner an amount of money equivalent to five (5%) percent of the costs of construction of the Drain, not to exceed Two Thousand Five Hundred and No/100 (\$2,500.00) Dollars, which monies are to be deposited in a special drain fund to be used for future maintenance of the Drain, hereinafter referred to as "Sundance Meadows Subdivision Drain Maintenance Fund."
3. That the Landowner shall secure, at its own expense, all easements or rights of way necessary for the construction of the Drain over and across the properties owned by Landowner and across such other lands as necessary for the construction of the Drain from the point of beginning at the outlet to the point of ending. Said easements or rights of way shall be secured in writing and in a form acceptable to the Drain Commissioner. The Landowner shall be responsible for all costs for the recording of said easements, as directed by the Drain Commissioner.
4. Landowner shall secure all necessary permits or authorizations as may be required by local, state or federal law and provide copies to the Drain Commissioner. The Drain Commissioner shall be provided copies of all correspondence and report involving any governmental agency with respect to the Drain.
5. The Sundance Meadows Subdivision Drain Maintenance Fund is agreed and understood as being for the sole benefit of the Sundance Meadows Subdivision Drain and use thereof may be made by the Sundance Meadows Subdivision Drain Drainage District at large, or part thereof, and that such payment shall not relieve the subject property from any future assessments levied pursuant to the Drain Code of 1956, as amended.

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6. Landowner agrees to indemnify and hold harmless the Drain Commissioner and the Sundance Meadows Subdivision Drain Drainage District for any and all claims, damages, lawsuits, costs and expenses, arising out of or incurred as a result of the Drain Commissioner assuming responsibility for the drain under federal, state and/or local environmental laws and regulations, including all future amendments to such laws or regulations and the administrative and judicial interpretation thereof, except for liability arising out of the gross negligence or intentional wrongful conduct of the Drain Commissioner or its agents.


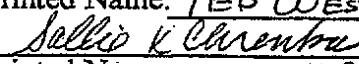
7. Modification, amendments or waivers of any provisions of the Agreement may be made only by the written mutual consent of the parties.


This Agreement shall become effective upon its execution by the Landowner and the Drain Commissioner and shall be binding upon the successors and assigns of each party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officers as of the day and year first above written.

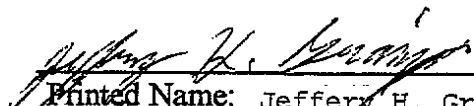

**SUNDANCE MEADOWS
SUBDIVISION DRAIN
DRAINAGE DISTRICT**

In The Presence Of:

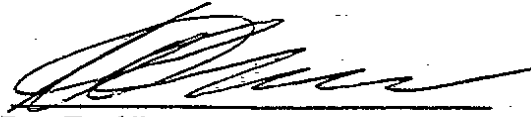

Printed Name: TED WESTMEIER

Printed Name: Sallie K Chrenka


By: Brian Jonckheere
Livingston County Drain
Commissioner

In The Presence Of:


Printed Name: Jeffery H. Grainger

Printed Name: Debra E. Wiedman

NEW CORP


By: Fred Brown
Its: President

LIBER 2744 PAGE 0213

STATE OF MICHIGAN }
 }
COUNTY OF LIVINGSTON } ss.

On this 23rd day of November, 1999 before me, a Notary Public in and for said County, personally appeared BRIAN JONCKHEERE, LIVINGSTON COUNTY DRAIN COMMISSIONER, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed.

Sallie K Chrenko
Notary Public *Sallie K Chrenko*
Livingston County, Michigan
My Commission Expires: *03-12-04*

STATE OF MICHIGAN }
 }
COUNTY OF LIVINGSTON } ss.

On this 18th day of November 1999, before me, a Notary Public in and for said County, personally appeared Fred Brown , to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed.

Dianne L. Disneche
Notary Public *acting in*
Livingston County, Michigan
My Commission Expires: *9-18-2001*
DIANNE L. DISNECHE
Notary Public, Oakland County, MI
My Commission Expires Sept. 18, 2001

Instrument Drafted By:
Geoffrey H. Siedlein (P34201)
Stacy L. Hissong (P55922)
HUBBARD, FOX, THOMAS,
WHITE & BENGTON, P.C.
Attorneys for Drain Commissioner
5801 West Michigan
P.O. Box 80857
Lansing, MI 48908-0857
517/886-7176

When Recorded Return To:
Brian Jonckheere
Livingston County Drain Commissioner
2300 East Grand River, Suite 105
Howell, MI 48843

EXHIBIT A

Proposed "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:

Commencing at the West 1/4 Corner of Section 26, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan; thence N 88°58'49" E 1077.75 feet along the East-West 1/4 line of said Section 26 as monumented and the Southerly line of "Sundance Meadows" 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, and recorded in Liber 35 of Plats, Pages 46 through 49, Livingston County Records of to the **PLACE OF BEGINNING**; thence along the Westerly side of the aforementioned "Sundance Meadows" the following eight courses: N 00°02'00" W 273.71 feet, N 06°07'37" W 66.38 feet, N 00°02'00" W 338.30 feet, N 23°28'27" W 326.86 feet, Northeasterly 75.57 feet along a 263.00 radius curve to the left through a central angle of 16°27'49" having a chord bearing N 58°17'39" E 75.31 feet, N d59°08'40" E 66.84 feet, N 47°48'45" E 311.55 feet; thence N 89°00'34" E 267.71 feet; thence S 00°49'40" W 45.02 feet; thence S 45°26'11" E 291.77 feet; thence S 13°01'46" 97.77 feet; thence S 76°58'14" E 66.00 feet; thence S 13°01'46" W 25.09 feet; thence S 76°58'14" E 317.47 feet; thence S 09°10'06" W 395.94 feet; thence S 27°40'44" W 503.03 feet; thence N 49°59'38" W 325.88 feet; thence Southeasterly 34.56 feet along a 547.70 foot radius curve to the right through a central angle of 03°36'56" having a chord bearing S 44°51'50" W 34.56 feet; thence S 46°40'18" W 92.77 feet; thence S 43°19'42" E 7.50 feet; thence S 46°40'18" W 66.00 feet; thence N 43°19'42" W 47.38 feet; thence S 46°40'18" W 262.08 feet; thence N 00°29'38" W 46.15; thence S 88°58'49" W 201.19 feet along the East-West 1/4 line of said Section 26 as monumented to the Place of Beginning. Being a 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.

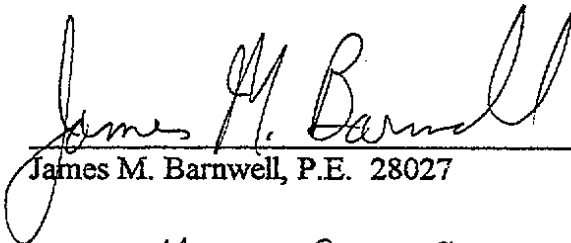
EXHIBIT B

I, James M. Barnwell, a Registered Professional Engineer in the State of Michigan, do hereby certify to the following for the Sundance Meadows Subdivision, Stormwater Drain Drainage District in Section 26, of Marion Township:

1. The above-mentioned lands to be developed naturally drain into the area served by the existing drains and that the existing drains are the only reasonable available outlet for the drainage from the lands to be developed.

2. To my knowledge, there is
 - a. Existing capacity in the existing drains to serve the lands to be developed without detriment or diminution of the sanitary sewer or storm drainage service provided or to be provided in the foreseeable future in the existing district.

 - b. No foreseeable adverse impact on downstream proprietors created by the stormwater flow from the Sundance Meadows Subdivision Drain Drainage District.


James M. Barnwell, P.E. 28027

Date: Nov. 8, 1999