

RECORDED

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NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843LIVINGSTON COUNTY TREASURER'S CERTIFICATE
I hereby certify that there are no TAX
LIENS or TITLES held by the state or any
individual against the within description,
and all TAXES are same as paid for five
years previous to the date of this instrument
or appear on the records in this
office except as stated.

8366

7-24-03

035

Dianne H. Hardy, Treasurer
Sec. 185 Act 266, 1633 as Amended
Taxes not examinedHOMESTEAD DEEDS NOT EXAMINED

JHE

33714

MASTER DEED
SUNRIDGE CONDOMINIUM
CONDOMINIUM PLAN NO. 279

THIS MASTER DEED is made and executed on this 18th day of July, 2003, by Mitch Harris Building Company, Inc., a Michigan Corporation, hereinafter referred to as "Developer", with a mailing address of 211 North First Street, Suite 100, Brighton, Michigan 48116, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

W I T N E S S E T H:

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

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

10-02-100-013 CML

10-02-100-005 CML

ARTICLE I
TITLE AND NATURE

The Condominium shall be known as SUNRIDGE CONDOMINIUM, Livingston County Condominium Subdivision Plan No. 279. The units contained in the Condominium, including the number, boundaries, dimensions and area of each unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each individual unit has been created for residential purposes. Each unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his Unit and shall have an undivided and inseparable interest with the other Co-owners in the Common Elements of the Condominium and shall share with the other Co-owners the Common Elements of the Condominium as provided in this Master Deed. The provisions of this Master Deed, including, but without limitation, the purposes of the Condominium, shall not be construed to give rise to any warranty or representation, express or implied, as to the composition or physical condition of the Condominium, other than that which is expressly provided herein.

ARTICLE II
LEGAL DESCRIPTION

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

Commencing at the West 1/4 corner of fractional Section 2, T2N, R4E, Marion Township, Livingston County, Michigan; thence North 02°01'00" West 1320.00 feet along the West line of said Section; thence North 88°43'58" East 663.56 feet to the Place of Beginning; thence North 02°01'00" West 484.35 feet; thence continuing North 02°01'00" West (recorded as North 02°00'13" West) 980.54 feet along the East line of "FOXCROFT" a subdivision as recorded in Liber 23 of Plats, pages 24 through 27, Livingston County Records; thence North 89°21'30" East 631.99 feet; thence North 49°33'12" East 819.45 feet; thence South 44°04'19" East 898.56 feet along the Southerly Right-of-Way of Peavy Road; thence South 01°26'06" East 509.23 feet along a line parallel with and 50 West of the North-South 1/4 line of said Section 2 same being the Westerly Right-of-Way of Peavy Road; thence South 88°35'33" West 250.85 feet; thence South 01°24'27" East 150.00 feet; thence North 88°35'33" East 250.92 feet; thence South 01°26'06" East 913.60 feet along a line parallel with and 50 feet West of said North-South 1/4 line and along said Westerly Right-of-Way; thence North 83°25'41" West 1880.74 feet to the Place of Beginning. Being a part of the Northwest 1/4 of Fractional Section 2, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Containing 73.66 acres of land, more or less. (Symbol * = degrees)

ARTICLE III DEFINITIONS

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

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

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

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

Section 4. Bylaws. "Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the Corporate Bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

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

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

Section 7. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights

and appurtenances belonging to SUNRIDGE CONDOMINIUM as described in the Master Deed or amendment or amendments to the Master Deed.

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

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

Section 10. Co-owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium. Developer is a Co-owner as long as Developer owns one or more Units. In the event of conveyance of a Unit by land contract, the land contract vendees shall be the "Co-owners" of the Unit and shall bear sole liability for all obligations arising with respect to the Unit to the exclusion of the land contract vendors; provided that the Developer or an affiliate of the Developer may, in its sole discretion, retain the rights and obligations of a Co-owner with respect to any Unit sold under land contract by the Developer or an affiliate of the Developer by reserving such rights and obligations in the land contract entered into by Developer or Developer's affiliate. The foregoing provision regarding the rights and obligations of land contract vendors and vendees shall apply notwithstanding the definition of "Co-owner" set forth Section 6 of the Act, as amended by Public Act 379 of 2000.

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

Section 12. Developer. "Developer" means Mitch Harris Building Company, Inc., who has made and executed this Master Deed, and its successors and assigns. The successors and assigns of Developer shall always be deemed to be included within the term "Developer" whenever such term is used in the Condominium Documents.

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

Section 14. Township. Township means the Township of Marion, Livingston County, Michigan.

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

Section 16. Unit Or Condominium Unit. "Unit" or "Condominium Unit" each mean a single Unit in SUNRIDGE CONDOMINIUM and shall have the same meaning as the term "Condominium Unit" as defined in the Act. The land, structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements. Each Unit shall be co-extensive with an entire residential lot/unit within the meaning of the Township ordinances and shall extend beyond its related building envelope to the full of its perimeter unit lines as depicted on the Condominium Subdivision Plan.

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

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

ARTICLE IV COMMON ELEMENTS

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

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

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

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

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

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

(e) Parks. The Park Areas designated as such on the Condominium Subdivision Plan and named Horizon Park and Sunnyview Park.

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

(g) Private Roads. The private roads and cul-de-sac (including both the paved areas and the adjoining right-of-way) known as Glenlivet Street, Hewitt Street, Dewars Street, Tullamore Street and Macallan Street together with the entrance areas depicted on the Condominium Subdivision Plan and all signage installed by the Developer and/or the Association in connection therewith and in accordance with the Marion Township Zoning Ordinance standards for private roads.

(h) Storm Water Drainage System. The Storm Water Drainage System including the storm water easements depicted as such on the Condominium Subdivision Plan.

(i) Street Lights. The Street Lighting System including the lamp poles, electrical supply lines and appurtenances.

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

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

Some or all of the utility lines, systems and equipment and the telecommunications system, if and when constructed, described above may be owned by a local public authority, governmental body, or by the company that is providing the service. Accordingly, such utility lines, systems and equipment and the telecommunications system, if and when constructed, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty

whatsoever with respect to the nature or extent of such interest, if any.

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

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

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

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

Section 3. Responsibilities For Maintenance, Decoration, Repair And Replacement.

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

Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

i. Storm Water Drainage System. The costs of maintenance, repair and replacement of the storm water drainage system shall be the responsibility of the Association of Co-owners.

ii. Street Lighting System. The costs of operation, maintenance, repair and replacement of the street lighting system shall be the responsibility of the Association of Co-owners.

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

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

ii. Each Co-owner shall be responsible for payment of utilities utilized in connection with his/her unit. All costs of installation and subsequent operation of municipal water supply, natural gas, electricity, telephone, cable television, (if any) and municipal sewage disposal service shall be borne by the Co-owner of the unit to which such services are furnished. All utility laterals and leads shall be installed, maintained, repaired and replaced at the expense of the Co-owner whose unit they service.

iii. All costs of initial installation and subsequent maintenance, repair and replacement of the lateral lines of the water distribution system and the wastewater disposal system, including the grinder pumps, from the point of connection to the municipal mains extending to the residence shall be separately borne by the Co-owner of each unit to which they are appurtenant. Each co-owner shall obtain a permit from the governmental entity operating the municipal water supply system and the wastewater disposal system prior to connecting into the municipal water main or sewer main or making repairs to the lateral lines, including

the grinder pump, extending from the main to the single family residence to be constructed on a co-owner's unit.

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

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

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

Section 5. Special Assessment District for Sanitary Sewer. The sanitary sewage disposal service for the residential homes to be constructed on the Units is provided by Marion Township.

(a) PHASE I and PHASE II - Phase I contains 99 units. Phase II contains 94 units. The area of Phase I and part of the area of Phase II is now identified by tax code number 4710-02-100-015. This is combination of old tax code numbers 4710-02-100-013 and 4710-02-100-005.

The area comprising old tax code number 4710-02-100-013 was assessed for 142 REU's. The old tax code number 4710-02-100-005 was not assessed for sanitary sewer service. The area identified by tax code number 4710-02-100-013 is short 6 REUs.

The Township has agreed to sell to the Developer (or its successors in interest) 6 REUs to fully supply sewer disposal service to this area. Accordingly, the Developer (or its successors in interest) agrees to pay to the Township the then current cost of an REU at the time that a land use permit is

requested for the construction of each of the homes on Units 54, 55, 57, 58, 59 and 60 in Phase II, which will equal the 6 REU's the Developer (or its successors in interest) was short.

The remaining area of Phase II formerly identified by tax code number 4710-02-100-005 contains 45 units (that is Units 15 through 53, 56 and 77 through 81). There are no REU's assessed for these units.

The Township has agreed to sell to the Developer (or its successors in interest) 45 REU's to fully supply sewer disposal service to this area. Accordingly, the Developer (or its successors in interest) agrees to pay to the Township the then current cost of an REU at the time that a land use permit is requested for the construction of each of the homes on Units 15 through 53, 56, and 77 through 81, which will equal the 45 REU's the Developer (or its successors in interest) was short.

(b) PHASE III - Phase III contains 145 units. The area of Phase III is now identified by tax code number 4710-02-300-007. This is combination of old tax code numbers 4710-02-300-003 and 4710-02-300-004.

The area comprising old tax code number 4710-02-300-004 was assessed for 70 REU's. This area is short 50 REU's.

The old tax code number 4710-02-100-003 was assessed for 20 REU's. The area identified by tax code number 4710-02-300-007 is short 5 REU's.

The Township has agreed to sell to the Developer (or its successors in interest) 5 REU's to supply sewer disposal service the area formerly identified by 4710-02-300-003. Accordingly, the Developer (or its successors in interest) agrees to pay to the Township the then current cost of an REU at the time that a land use permit is requested for the construction of each of the homes on Units 25, 27, 62, 63 and 83, which will equal the 5 REU's the Developer (or its successors in interest) was short.

The remaining area of Phase III formerly identified by tax code number 4710-02-300-004 contains 120 units and as stated above is short 50 REU's.

The Township has agreed to sell to the Developer (or its successors in interest) 50 REU's to fully supply sewer disposal service to this area. Accordingly, the Developer (or its successors in interest) agrees to pay to the Township the cost of an REU at the time that the land use permit is requested for the construction of a home on Units 16 through 24, 28 through 34, 38 through 43, and 84 through 111. Accordingly, the Developer (or its successors in interest) agrees to pay to the Township the then current cost of an REU at the time that a land use permit is requested for the construction of each of the homes on Units 16

through 24, 28 through 34, 38 through 43, and 84 through 111, which will equal the 50 REU's the Developer (or its successors in interest) was short.

The Developer, on its own behalf and on behalf of its successors, assigns, and future owners of the Development and the Association, hereby ratify, confirm and consent to the acts of Marion Township in establishing Special Assessment District 1 for providing wastewater disposal (sanitary sewer) services to the Development.

Tax code number 4710-02-100-013 was included in the Special Sewer Assessment Phase 1 and 142 residential equivalent units were initially assessed to the property. The total assessment was spread on the tax roll to be paid over a twenty year period, with interest, and the first installment was due July 1, 1997.

Special assessments for Units 1 through 99 of Phase I and Units 1 through 14, 61 through 94 of Phase II are calculated upon the basis of Marion Township providing 142 sewer REUs to the development. Upon establishment of the development of the Condominium by the recording of the Master Deed with the Livingston County Register of Deeds, a proportionate amount of the unpaid principal balance of the described special sewer assessments shall be assessed to each of the one hundred forty-two (142) units described in this paragraph and collected with accrued interest with the summer real property tax bills due July 1st of each year for each of the 142 units. Each of the units described in this paragraph shall be assessed for 1/142 of the described special sewer assessment. The ratio of 1/142 is used because the property was assessed for 142 units. Additional REU's required shall be paid in full at the time the land use permit is issued and therefore the additional units are not included in the ratio.

For each unit encumbered by a special assessment the Co-owner of the unit, including the Developer, shall be responsible for the payment of the installments of principal and interest assessed to the unit. In this respect, the Township acknowledges that upon the sale of a unit in the condominium by the Developer, or any subsequent Co-owner, the full amount of the described special sewer assessments attributable to that unit shall not be due and the Purchaser may continue to pay the special sewer assessment in annual installment payments, unless the Purchaser, of his own choice, prepays the special sewer assessment. Annual installments of the described special sewer assessment shall be pro-rated in accordance with the agreement made between the Seller and Purchaser in the Purchase Agreement.

The 142 residential units above described shall not be required to pay any tap fees charged by the Township.

Section 6. Special Assessment District for Water Supply.
The water supply service for the residential homes to be constructed on the Units is provided by Marion Township.

(a) PHASE I and PHASE II - Phase I contains 99 units. Phase II contains 94 units. The area of Phase I and part of the area of Phase II is now identified by tax code number 4710-02-100-015. This is combination of old tax code numbers 4710-02-100-013 and 4710-02-100-005.

The area comprising old tax code number 4710-02-100-013 was assessed for 175 REU's. The old tax code number 4710-02-100-005 was not assessed for water supply service. The area identified by tax code number 4710-02-100-013 has an excess of 27 REUs. The Developer (or its successors in interest) agrees to payoff the balance of the principal and interest for each of the 27 excess REUs at the time the Developer (or its successors in interest) requests issuance of a land use permit for a unit in Phase II. The Township agrees that the Developer (or its successors in interest) may use the REUs, when paid in full, for water supply to units in Phase II, that are not presently specially assessed for water supply.

In order to fully supply water service to all the units in Phase I and Phase II the Township agrees to sell to Developer (or its successors in interest) 18 REUs, when available. Accordingly, the Developer (or its successors in interest) agrees to pay to the Township the cost of an REU at the time that the land use permit is requested for the construction of a home on units in Phase II not specially assessed for water supply. Accordingly, the Developer (or its successors in interest) agrees to pay to the Township the then current cost of an REU at the time that a land use permit is requested for the construction of each of the homes on Units in Phase II not specially assessed for water supply.

(b) PHASE III - Phase III contains 145 units. The area of Phase III is now identified by tax code number 4710-02-300-007. This is combination of old tax code numbers 4710-02-300-003 and 4710-02-300-004.

The area comprising old tax code number 4710-02-300-004 was not assessed for REU's. This area is short 120 REU's.

The old tax code number 4710-02-300-003 was not assessed for REUs. The area identified by tax code number 4710-02-300-007 is short 25 REUs.

The Township has agreed to sell to the Developer (or its successors in interest) up to 145 REUs, when available, to supply water service to Phase III. Accordingly, the Developer (or its successors in interest) agrees to pay to the Township the then current cost of an REU at the time that a land use permit is

requested for the construction of each of the homes on the Units in Phase III.

If a special assessment district is not established for the area, the Developer (or its successors in interest) agrees to pay to the Township the cost of an REU at the time the land use permit is requested for the construction of a home on Units 1 through 145. Alternatively, the Township and the Developer agree that a special assessment district for other alternative means of financing may be established.

(c) Miscellaneous - The Developer, on its own behalf and on behalf of its successors, assigns, and future owners of the Development and the Association, hereby ratify, confirm and consent to the acts of Marion Township in establishing the Special Assessment District for providing water supply services to the Development.

Tax code number 4710-02-100-013 was included in the Special Assessment District and 175 residential equivalent units were initially assessed to the property. The total assessment was spread on the tax roll to be paid over a twenty year period, with interest.

Special assessments for Units 1 through 99 of Phase I and Units 1 through 14, 54, 55, 57 through 76 and 82 through 94 of Phase II are calculated upon the basis of Marion Township providing 148 water supply REUs to the development. The special assessment roll will be appropriately adjusted to assign one REU per unit in Phase I and to assign 76 REU's to the remaining area previously identified by tax code number 4710-02-100-013. At the time the Master Deed is amended to add Phase II, Developer (or its successors in interest) shall payoff 27 REU's that should be used in the area previously identified by tax code number 4710-02-100-005.

Upon establishment of the development of the Condominium by the recording of the Master Deed with the Livingston County Register of Deeds, a proportionate amount of the unpaid principal balance of the described special water assessments shall be assessed to each of the one hundred forty-eight (148) units described in this paragraph and collected with accrued interest with the winter real property tax bills due December 1st of each year for each of the 148 units. Each of the units described in this paragraph will be assessed their pro-rata share of the remaining balance of the original special water assessment.

For each unit encumbered by a special assessment the Co-owner of the unit, including the Developer (or its successors in interest) shall be responsible for the payment of the installments of principal and interest assessed to the unit. In this respect, the Township acknowledges that upon the sale of a unit in the condominium by the Developer, or any subsequent Co-owner, the

full amount of the described special water assessments attributable to that unit shall not be due and the Purchaser may continue to pay the special water assessment in annual installment payments, unless the Purchaser, of his own choice, prepays the special water assessment. Annual installments of the described special water assessment shall be pro-rated in accordance with the agreement made between the Seller and Purchaser in the Purchase Agreement.

(d) Unit 145 is located in proposed Phase III but access to the unit is achieved through Peavy Road Estates Subdivision and extension of municipal water supply to the unit is impractical. Accordingly, the unit may be served with a conventional on-site well providing necessary permits can be obtained from the Livingston County Health Department.

(e) The Developer (or its successors in interest) and the Township reserve the right to amend the Planned Unit Development Agreement and the Master Deed without the consent of any of the Co-owners and mortgagees of the units for the purpose of clarifying or modifying the content of any of the foregoing provisions of Section 5 and 6.

Section 7. Contingency. Anything to the contrary stated in Sections 5 and 6 notwithstanding the Township's duty to sell sewer and water capacity is contingent upon availability of capacity.

ARTICLE V UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description Of Units. Each Unit in the Condominium Project is described in the Condominium Subdivision Plan of SUNRIDGE CONDOMINIUM which is attached hereto as Exhibit "B". There are ninety-nine (99) Units in Phase I created for residential use in the Condominium Project established by this Master Deed. The project may be expanded to include other properties and as many as 338 single family units may be developed on the properties. Each Unit shall consist of the space (land area) located within horizontal and vertical Unit boundaries as delineated on Exhibit "B" hereto together with all appurtenances thereto.

Section 2. Percentage Of Value. The total value of the Project is 100%. The determination of the percentages of value was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and concluding that there are no material differences. The percentage of value assigned to each Unit shall be determinative of each Co-Owner's respective share of the General Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. Accordingly, the percentage of value assigned to each of the ninety-nine (99) single family residential Units shall be equal.

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

Section 4. Relocation Of Boundaries Of Adjoining Units By Co-Owners. Boundaries between adjoining Condominium Units may be relocated at the request of the Co-owners of such adjoining Condominium Units and upon approval of the affected mortgagees of the affected Units and the Township. Upon written application of the Co-owners of the adjoining Condominium Units, and upon the approval of said affected mortgagees and the Township, the Board of Directors of the Association shall forthwith prepare and execute an amendment to the Master Deed duly relocating the boundaries pursuant to the Condominium Documents and the Act. Such an amendment to the Master Deed shall identify the Condominium Units involved and shall state that the boundaries between those Condominium Units are being relocated by agreement of the Co-owners thereof and such amendments shall contain the conveyance between those Co-owners. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment of this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint the Association, through its Board of Directors, as agent and attorney for the purpose of execution of such amendment to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. The amendment shall be delivered to the Co-owners of the Condominium Units involved upon payment by them of all reasonable costs for the preparation and recording thereof.

ARTICLE VI EASEMENTS

Section 1. Association Easements Over Condominium Units. There shall be easements to and in favor of the Association, and its officers, directors, agents and designees, in, on and over all Units and Common Elements in the Project, for access to the Units and the exterior of each of the residential dwellings that are constructed within the Project to permit the maintenance, decoration, repair and replacement thereof in accordance with the terms hereof. The individual Co-owners are responsible for the maintenance, repair and replacement of all structural elements contained within their respective Unit boundaries, including driveways, and for lawn mowing and maintenance of landscaping. In the event that a Co-owner fails or neglects to maintain the exterior structural components of the Co-owner's Unit, including the driveway, in an aesthetic and/or harmonious manner as may from time to time be established by the Association in duly adopted regulations passed by the Board of Directors pursuant to its authority set forth in Article XI the Bylaws (Exhibit "A" hereto), or fails to mow the lawn or otherwise maintain the landscaping within the Unit boundaries, the Association shall be entitled to perform such maintenance to the Unit and/or landscaping and to assess the Co-owner the costs thereof and to collect such costs as part of the assessments. There also shall exist easements in favor of the Association, and its officers, directors, agents and designees, in, on and over all Units and Common Elements of the Project for access to and for maintenance of those Common Elements of the Project for which the Association may from time to time be responsible. The Association shall in no event be obligated to repair any dwelling or other improvement located within or appurtenant to a Unit as a Limited Common Element to the extent repair is necessitated on account of an occurrence with respect to which a Co-owner is required under the Condominium Documents to maintain insurance coverage, nor shall the Association be obligated to make any capital expenditures of any type whatsoever with respect to such dwellings or improvements or to perform any maintenance or repairs thereon.

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

(a) Developer's Rights. The Developer reserves, at any time during the development and sales period, the right to grant easements for utilities over, under and across the Condominium

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

(b) Units 18, 19 and 20. By recording of this Master Deed perpetual utility easements over, under and across Units 18, 19 and 20 as depicted on Exhibit "B", are hereby dedicated and created in favor of all Units and the Owners thereof for the construction, maintenance, and repair of a water main and other public utilities.

(c) Units 46 and 47. By recording of this Master Deed perpetual utility easements over, under and across Units 46 and 47 as depicted on Exhibit "B", are hereby dedicated and created in favor of all Units and the Owners thereof for the construction, maintenance, and repair of a sanitary sewer main and other public utilities.

Section 3. Easements For Storm Water Drainage. There shall exist easements over all Units for purposes of providing storm water drainage and detention, access and maintenance as designated on the Condominium Subdivision Plan. In order to provide assurances that the storm water drainage designed for the Condominium Premises shall remain unimpeded no Co-owner shall in any way disturb the grade or otherwise modify the areas within such easements. Each Co-owner shall, however, be solely responsible for installing, maintaining, repairing and replacing landscaping materials located within any open storm drainage easement areas lying within such Co-owner's Unit except as the same may be disturbed by the actions of the Association or any public agency having jurisdiction in which event the Association or the public agency, as the case may be, shall repair and/or replace any landscaping materials disturbed by their respective activities.

(a) Park Areas. By recording of this Master Deed perpetual 30 foot wide storm water drainage easements over, under and across the park areas known as Horizon Park and Sunnyview Park as depicted on Exhibit "B", are hereby dedicated and created in favor of all Units and the Owners thereof for the

construction, maintenance, and repair of such storm water drains.

(b) Units 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98 and 99. By recording of this Master Deed perpetual 30 foot wide storm water drainage easements over, under and across Units 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98 and 99 as depicted on Exhibit "B", are hereby dedicated and created in favor of all Units and the Owners thereof for the construction, maintenance, and repair of such storm water drains.

(c) Units 4, 5, 8, 9, 42, 43, 81, 82, 91 and 92. By recording of this Master Deed perpetual 10 foot wide storm water drainage easements over, under and across Units 4, 5, 8, 9, 42, 43, 81, 82, 91 and 92 as depicted on Exhibit "B", are hereby dedicated and created in favor of all Units and the Owners thereof for the construction, maintenance, and repair of such storm water drains.

Section 4. Grant of Easements By Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the First Annual Meeting), shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under, and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired.

Section 5. Association And Developer Easements For Maintenance, Repair And Replacement. The Developer, the Association, and all public or private utilities including Marion Township and other governmental entities to whom its rights are assigned shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of construction, maintenance, repair, decoration, replacement or upkeep which they, or any of them, are required or permitted to perform under the law, the Condominium Documents, the Bylaws or to respond to any emergency or common need of the Condominium. The Developer, the Association and the entities supplying utilities shall not be liable to the owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his/her installment of the annual assessment next falling due; further, the lien for non-

payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action and foreclosure of the lien securing payment.

Section 6. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, utility agreements right-of-way agreements, access agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable and similar services (collectively "Telecommunications") to the Units. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any Federal, State or local law or ordinance. Any and all sums paid by the Telecommunications or any other company or entity in connection with such service, including fees if any, for the privilege of installing same, or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 7. Easement for Municipal Wastewater Disposal Mains, Water Supply Mains and Storm Water Drainage System. There shall exist and the Developer does hereby grant and convey to Marion Township the non-exclusive right to use the Utility Easements as depicted in Exhibit "B" and any replats thereof for the benefit of Marion Township, its agents, contractors, and any governmental body operating the municipal wastewater disposal system that provides the sewage disposal service to the condominium units. The easement shall be for purposes of construction, operation, maintenance, inspection, repair, alteration, replacement, and/or removal of sewer mains, excavation and refilling of ditches and trenches necessary for the location of installations and for all purposes incidental thereto. The Township's right to use the easements is conditioned on the Township's agreement to, upon completion of work to restore any disturbed areas to a like condition as existed prior to the commencement of the work.

Section 8. Easement Over Common Area. There shall exist and the Developer does hereby grant and convey to Marion Township the non-exclusive right to use common areas to enlarge, extend or tie into wastewater disposal mains, water supply mains and storm

water drainage system for the purpose of serving land outside the Condominium project.

Section 9. Easements Over Units For Lateral Water Supply Lines. The Developer does hereby grant and convey to Marion Township permanent easements over, under and across all units for the purpose of construction, maintenance, repair, replacement and operation of lateral water lines. The easements shall extend 7.5 feet on each side of the lateral water lines as hereafter constructed on each Unit. The granting of this easement does not obligate the Township to construct, maintain, repair or replace the lateral water lines installed on any units, the responsibility for which belongs to the Co-owners of said Units.

Section 10. Easement for Central Water Supply. The Developer does hereby grant and convey to Marion Township the non-exclusive right to use the utility easements as depicted on Exhibit "B", and any replats thereof, to construct, maintain and operate a centralized water supply system. The right to use the easements is conditioned on the Township's agreement to, upon completion of any work restore any areas of the Condominium premises disturbed by the Township to a like condition as existed prior to commencement of the Township's construction or maintenance activities.

Section 11. Emergency Vehicle Access Easement. There shall exist for the benefit of Marion Township or other emergency or public service agencies or authorities, an easement over the roads in the Condominium for use by the emergency and/or service vehicles of such agencies. The easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school bus and mail or package delivery, and other lawful governmental or private emergency or other reasonable and necessary services to the Condominium Project and Co-owners thereof. This grant of easement shall not be construed as a dedication of the street, road or driveway to the public.

Section 12. Private Roads. The private roads and related improvements as shown on the Condominium Subdivision Plan and/or installed by the Developer or the Association shall be regularly maintained (including, without limitation, snow plowing), replaced, repaired and resurfaced as necessary by the Association. It is the Association's responsibility to inspect and to perform preventative maintenance of the condominium road on a regular basis in order to maximize the road's useful life and to minimize repair and replacement costs. The roads shall be maintained by the Association in such manner as will allow unobstructed access throughout the Condominium. All repairs to the roadway surface, sub-base, potholes, subgrades, curb, gutter and storm drainage system shall conform to the Marion Township private road standards and specifications for construction in effect at the time of the repair. As an absolute minimum

standard, road snow plowing by the Association shall take place when accumulated snow measures four (4) inches in depth and snow shall be plowed in such manner that unobstructed access and visibility throughout the Condominium is realized; provided, however, that this provision shall not preclude the board of directors of the Association, in its discretion, from establishing a more stringent standard for the plowing of snow. The storage or stacking of plowed snow along the entrances to individual driveways and to the vehicles access at Peavy Road shall not impair the clear vision standards of the Livingston County Road Commission pursuant to the Marion Township Zoning Ordinance regulations.

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

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

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

Section 13. Developer and Association Right to Dedicate a Public Right-of-Way. The Developer reserves the right at any time until the expiration of the development and sales period to dedicate to the public a right-of-way over the roads as depicted on Exhibit "B". The Association (upon expiration of the development and sales period and acting through its lawfully constituted Board of Directors) shall be empowered to dedicate to the public the roads as depicted on Exhibit "B". Any such right-of-way dedication shall be evidenced by an appropriate amendment to the Master Deed and to Exhibit "B" hereto, recorded in Livingston County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication and establishment of a county drain and drainage district and to a release of right-of-way. In conjunction therewith, the Developer and the Association of Co-owners shall have the right to execute an agreement containing terms necessary for the establishment of a county drain and county drainage district pursuant to Section 433 of Act No. 40 of

the Public Acts of 1956, as amended and to release and to grant to the Livingston County Drain Commissioner a release of right-of-way describing the route and course of the drain. If a drainage district is established then the cost of improvement, maintenance, repair and replacement of the Storm Water Drainage System shall be borne by the Sunridge Drainage District (to be then formed) who shall assess the Co-owners for the benefit resulting from the work performed by the District.

The work and assessment therefore shall be performed pursuant to the Michigan Drain Code.

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

ARTICLE VII
DEDICATION OF WASTEWATER DISPOSAL MAINS
AND WATER SUPPLY SYSTEM

Section 1. By execution and recording of this Master Deed the Developer does hereby dedicate and convey to Marion Township the wastewater disposal mains and appurtenances and water supply system and appurtenances constructed by the Developer in the condominium, as more fully described in the construction plans filed with Marion Township. The conveyances shall not be effective until the systems have been inspected and approved by the Township.

ARTICLE VII
EXPANSION OF CONDOMINIUM
CONVERSION OF CONDOMINIUM

Section 1. Expansion of Condominium.

(a) Area of Future Development. The Condominium Project, established pursuant to the initial Master Deed shall be treated as the first phase of an expandable condominium under the act. Phase II and Phase III of the Condominium Project may be established at any time strictly in accordance with the condominium subdivision plan approvals as required by the Marion Township Zoning Ordinance to be obtained by the Developer from Marion Township upon the following described land at the sole discretion of the Developer who shall not be required to obtain the consent of the Co-owners of Units to expand the Condominium Project.

AREA OF FUTURE EXPANSION: (Phase II)

Commencing at the West 1/4 corner of fractional Section 2, T2N, R4E, Marion Township, Livingston County, Michigan; thence North 02°01'00" West 33.00 feet along the West line of said Section to

the Place of Beginning; thence continuing North 02°01'00" West 1287.00 feet along said Section line; thence North 88°43'58" East 663.56 feet; thence South 83°25'41" East 1880.74 feet; thence South 01°26'06" East 1030.90 feet along the Westerly Right-of-Way of Peavy Road; thence South 88°44'42" West 2512.93 feet on a line parallel with and 33.00 feet North of the East-West 1/4 line of said Section to the Place of Beginning. Being a part of the Northwest 1/4 of fractional Section 2, T2N, R4E, Marion Township, Livingston County, Michigan. Containing 68.96 acres of land, more or less. (Symbol * = degrees)

AREA OF FUTURE EXPANSION: (Phase III)

Beginning at the Southwest corner of fractional Section 2, T2N, R4E, Marion Township, Livingston County, Michigan; thence North 01°57'50" West 2145.88 feet along the West line of said Section; thence along the Southerly line(s) of "PEAVY ROAD ESTATES NO. 2" as recorded in Liber 14 of Plats, pages 43 through 45, Livingston County Records the following eight courses: North 83°49'44" East 216.82 feet (recorded as North 83°53' East 216.69 feet), Southeasterly, non-tangentially, 253.62 feet along the arc of a 251.00 foot radius curve to the left, having a central angle of 57°53'35" and a long chord which bears South 35°09'09" East 242.96 feet (recorded as Southeasterly, 254.53 feet along the arc of a 251.00 foot radius curve to the left, having a central angle of 58°06'15" and a long chord which bears South 35°10' East 243.78 feet), South 01°22'05" East 212.90 feet (recorded as South 01°15' East 212.42 feet), North 88°44'55" East 959.61 feet (recorded as North 88°45' East 960.00 feet), South 62°30'59" East 175.08 (recorded as South 62°30' East 175.00 feet), North 47°15'37" East 226.52 feet (recorded as North 47°17'40" East 226.54 feet), Southeasterly, non-tangentially, 307.12 feet along the arc of a 438.33 foot radius curve to the left, having a central angle of 40°08'40" and a long chord which bears South 71°16'24" East 300.87 feet (recorded as Easterly, 306.94 feet along the arc of a 483.33 foot radius curve to the left, having a central angle of 40°07'15" and a long chord which bears South 71°18'20" East 300.71 feet) and North 88°36'13" East (recorded as North 88°38" East) 350.95 feet; thence South 01°22'00" East 1350.00 feet along the Westerly line of "PEAVY ROAD ESTATES NO. 1" as recorded in Liber 13 of Plats, pages 24 and 25, Livingston County Records; thence around the perimeter of "OUTLOT B" as recorded in said plat of "PEAVY ROAD ESTATES NO. 1" the following five courses: North 88°38'00" East 210.00 feet; Northeasterly 47.12 feet along the arc of a 30.00 foot radius curve to the left, having a central angle of 90°00'00" and along chord which bears North 43°38'00" East 42.43 feet, non-tangentially, South 01°22'00" East 126.00 feet along the Westerly right-of-way of Peavy Road, Northwesterly, non-tangentially, 47.12 feet along the arc of a 30.00 foot radius curve to the left, having a central angle of 90°00'00" and along chord which bears North 46°22'00" West 42.43 feet and South 88°38'00" West 210.00 feet; thence South 01°22'00" East 299.22 feet along said Westerly line of

"PEAVY ROAD ESTATES NO. 1"; thence South 88°47'11" West 2245.26 feet along the South line of said section to the Place of Beginning. Being a part of the Southwest 1/4 of Fractional Section 2, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Containing 93.31 acres of land, more or less. Subject to easements and restriction of record, if any. (Symbol * = degrees)

(b) Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of units in the project may, at the option of the Developer, be increased by the addition of two hundred thirty-eight Units (Phase 2 with ninety-four Units and Phase III with one hundred forty-five Units) strictly in accordance with the condominium subdivision plan approvals to be obtained by the Developer from Marion Township as required by the Marion Township Zoning Ordinance.

(c) Expansion Not Mandatory. Nothing herein contained will in any way obligate the Developer to enlarge the condominium project beyond Phase I established by this Master Deed.

(d) Amendment to Master Deed and Modification of Percentages of Value. An increase in size of this condominium project by the Developer will be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments will be prepared by the Developer and in which the percentages of value set forth in Article V hereof will be proportionately readjusted in order to preserve a total value of one hundred (100%) percent for the entire project resulting from such amendment or amendments to the Master Deed. The precise determination of the readjustments and percentages of value will be made within the sole judgment of Developer. Such readjustments, however, will reflect a continuing reasonable relationship, among percentages of value based upon the original method of determining percentages of value for the project.

(e) Redefinition of Common Elements. The amendment or amendments to the Master Deed by the Developer to expand the condominium may also contain such further definitions and redefinitions of general or limited common elements as Developer may determine necessary or desirable to adequately describe, serve and provide access to the additional parcel or parcels being added to the project by the amendment. In connection with any such amendment(s), Developer will have the right to change the nature of any common element previously included in the project for any purpose reasonably necessary to achieve the purposes of this article, including, but not limited to, the connection of roadways in the project to any roadways that may be located on or planned for the area of future development, to provide access to any unit that is located on or planned for the area of future development from the roadways located in the project. An amendment to re-define the common elements shall

require the approval of the Township.

Regardless of whether Developer elects to expand the existing condominium project or to create a separate condominium project (or projects) or any other form of development, the residents of such future development shall be entitled to use the private roads of SUNRIDGE CONDOMINIUM, but the ability to use the sidewalks and open space and private roads will also include a responsibility to contribute to the repair, maintenance or replacement thereof, and subject to the same restrictions and conditions.

(f) Additional Provisions. The amendment or amendments to the Master Deed by the Developer to expand the condominium will also contain such provisions as Developer may determine necessary or desirable.

i. To make the project contractable and/or convertible as to portions of or all of the parcel being added to the project;

ii. To create easements burdening or benefiting portions or all of the parcel being added to the project, and/or;

iii. To create or change restrictions or other terms and provisions effecting the additional parcel or parcels being added to the project or affecting the balance of the project as reasonably necessary in the Developer's judgment to enhance the value or desirability of the units to be located within the additional parcel being added to the project.

ARTICLE VIII AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit "B" to said Master Deed) may be amended with the consent of sixty-six and two-thirds (66-2/3%) percent of all of the Co-owners except as hereinafter set forth:

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

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of

mortgagees generally, then such amendment shall require the approval of sixty-six and two-third (66-2/3%) percent of all mortgages of record, allowing one (1) vote for each mortgage held.

Section 3. By Developer. Prior to one (1) year after expiration of the Development and Sales Period described in Article III, Section 11 above, the Developer may, without the consent of any Co-owner, Mortgagee, or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit "A" as do not materially affect any rights of any Co-owners or mortgagees in the Condominium, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages. The foregoing amendments may be made without the consent of the Co-owners or mortgagees. However, no additional units shall be created that would utilize individual onsite sewage disposal and/or water supply systems.

Section 4. Change In Percentage of Value. The value of the vote of any Co-owner and corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee not shall the percentage of value assigned to any Unit be modified without like consent, except as provided in the Master Deed and/or the Bylaws.

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

Section 6. Developer Approval. Article VI and this Article VII shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of construction of residential units on the Condominium Premises. During the time period referenced in the preceding sentence, no other portion of this Master Deed, nor the

Bylaws attached hereto as Exhibit "A", nor the Subdivision Plan attached hereto as Exhibit "B" may be amended in any manner so as to materially affect and/or impair the rights of the Developer, unless said amendment has received the prior written consent of the Developer. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefitted thereby. Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by the Developer to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate written instrument duly recorded in the Office of the Livingston County Register of Deeds.

Section 7. Township Approval. No amendment may affect any rights expressly reserved herein or otherwise granted by law to Marion Township unless such amendment is approved by the Township.

ARTICLE IX CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas for Modification of Units and Common Elements. The Units and all General Common Elements are Convertible Areas within which the individual Units and General Common Elements may be modified as provided herein.

Section 2. Developer's Right to Modify Units and General Common Elements. Developer reserves the right, in its sole discretion, during a period ending no later than 6 years from the date of recording this Master Deed, to modify the size or location of individual Units and General Common Elements within the Convertible Areas.

Section 3. Compatibility of Improvements. All improvements, if any, constructed within the Convertible Areas described above shall be reasonably compatible with the structures on the other portion of the Condominium Project. No improvements, other than as above indicated, may be created on the Convertible Areas.

Section 4. Amendment to Master Deed. Modifications within this Condominium Project shall be given effect by an appropriate amendment to the Master Deed in the manner provided by law, which amendment shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall remain equal and shall be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendment or

amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the method of original determination of percentages of value of the Project.

Section 5. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. The Developer's reservation of rights and discretion are limited by any Township ordinance in effect at the time of the modification. Anything to the contrary hereinabove stated notwithstanding, the Developer may not either add additional units, convert units or reduce the common area without the permission of Marion Township.

ARTICLE X DEVELOPER'S RIGHT TO USE FACILITIES

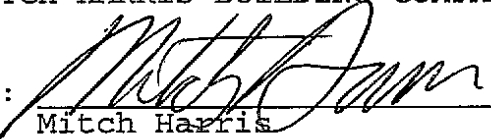
The Developer, its agents, representatives, employees, successors and assigns may, at all times that Developer continues to own any Units, maintain offices, model Units, parking, storage areas and other facilities within the Condominium Project and engage in such other acts as it deems necessary to facilitate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

ARTICLE XI DEVELOPER'S ASSIGNMENT OF RIGHTS

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

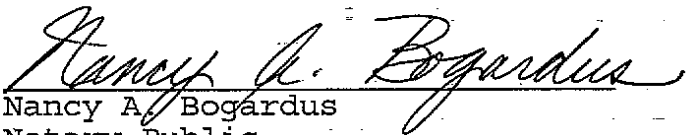
IN WITNESS WHEREOF, the undersigned parties have executed this Master Deed on the dates indicated.

DEVELOPER:
MITCH HARRIS BUILDING COMPANY, INC.

By: 
Mitch Harris
Its President

STATE OF MICHIGAN]
] ss
COUNTY OF LIVINGSTON]

The foregoing instrument was acknowledged before me this 18th day of July, 2003, by Mitch Harris, President of Mitch Harris Building Company, Inc., a Michigan Corporation, on behalf of the corporation.


Nancy A. Bogardus
Notary Public
Livingston County, Michigan
My commission expires: 6/26/04

This Master Deed is approved by Standard Federal Bank N.A. and by execution hereof the Standard Federal Bank N.A. does consent to the dedication of the described property for a condominium subdivision to be known as Sunridge Condominium.

STANDARD FEDERAL BANK N.A.

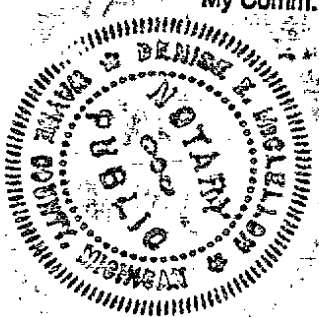
By: Laurie Lang
Laurie Lang
Its Vice President

STATE OF MICHIGAN]
] ss
COUNTY OF OAKLAND]

The foregoing instrument was acknowledged before me this 29th day of April, 2003, by Laurie Lang, the Vice President of Standard Federal Bank N.A., a National Banking Association, on behalf of the association.

DENISE E. MCCLELLON
Notary Public, Wayne County, MI
Acting in Oakland County, Michigan
My Comm. Expires Dec. 13, 2004

Denise E. McClellon
Denise McClellon
Notary Public
Wayne County, Michigan
Acting in Oakland County, Michigan
My commission expires: 12-13-04



Drafted By & Return To:

Richard A. Heikkinen
THE HEIKKINEN LAW FIRM, P.C.
110 North Michigan Avenue
Howell, Michigan 48843
(517) 546-1434

EXHIBIT A

BYLAWS OF SUNRIDGE CONDOMINIUM

ARTICLE I
ASSOCIATION OF CO-OWNERS

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

ARTICLE II
ASSESSMENTS

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

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements

or the administration of the Condominium shall constitute expenditures affecting the administration of the Condominium, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute receipts affecting the administration of the Condominium, within the meaning of Section 54(4) of the Act.

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

(a) Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Co-Owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget each Unit Co-Owner shall continue to pay each periodic installment at the periodic rate established for the previous fiscal year until notified of the periodic payment which is due more than ten (10) days after such new annual or adjusted budget is adopted. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular periodic payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this Section may prove to be inadequate for this particular Condominium, the Association of Co-Owners should carefully analyze the Condominium to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-Owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-Owner shall not affect the liability of any Co-Owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation, management, maintenance and capital repair of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding One Thousand (\$1,000.00) Dollars, in the aggregate, annually or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general

assessment or to levy such additional or special assessment or assessments without Co-Owner approval as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-Owner consent, to levy assessment pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Board of Directors to levy general, additional or special assessments pursuant to this subsection shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

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

Section 3. Apportionment of Assessments; Default in Payment. Unless otherwise provided herein, all assessments levied against the Co-Owners to cover expenses of administration shall be apportioned among and paid by the Co-Owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Any unusual expenses of administration which benefit less than all of the Condominium Units in the Condominium may be specially assessed against the Condominium Unit or Condominium Units so benefited and may be allocated to the benefited Condominium Unit or Units in the proportion which the percentage of value of the benefited Condominium Unit bears to the total percentages of value of all Condominium Units so specially benefited. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by the Co-owners in quarterly or other periodic installments commencing with acceptance of a Deed to, or a land contract purchaser's interest in, a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge in the amount of \$10.00, or such other

amount as may be determined by the Board of Directors effective upon fifteen (15) days notice to the members of the Association, shall be assessed automatically by the Association upon any assessment in default until paid in full. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear interest at the rate of seven (7%) percent per annum or such higher rate as may be allowed by law until paid in full. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof. In addition to a Co-owner who is also a land contract seller, the land contract purchaser shall be personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the subject Condominium Unit which are levied up to and including the date upon which the land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied first, to any late charges on such installments; second, to costs of collection and enforcement of payment, including reasonable attorney's fees and finally to installments in default in order of their due dates, earliest to latest.

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

Section 5. Enforcement. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments, or both in accordance with the Act. Pursuant to Section 139 of the Act, no Co-owner may assert in answer or set-off to a complaint brought by the Association for nonpayment of assessments the fact that the Association or its agents have not provided the services or management to the Co-owner. Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be

followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Condominium, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. The Association, acting on behalf of all Co-Owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Condominium Unit. Each Co-owner of a Unit in the Condominium acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this Section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address of a written notice that one or more installments of the annual assessment and/or a portion or all of a special assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written Affidavit of an authorized representative of the Association that sets forth (i) the Affiant's capacity to make the Affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such Affidavit shall be recorded in the office of the Register of Deeds in the County in which the Condominium is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the Co-owner and shall inform the Co-owner that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, and/or in the event of default by any Co-owner in the payment of any installment and/or

portion of any special assessment levied against his Unit, or any other obligation of a Co-owner which, according to these bylaws, may be assessed and collected from the responsible Co-owner in the manner provided in Article II hereof, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which said delinquency continues) and/or all unpaid portions or installments of the special assessment, if applicable, immediately due and payable. The Association also may discontinue the furnishing of any utility or other services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Condominium, shall not be entitled to vote at any meeting of the Association, and shall not be entitled to run for election as a director or be appointed an officer of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him as provided by the Act.

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

Section 7. Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the Association assessments, except with respect to units on which a residence is constructed, occupied and owned by the Developer. The Developer shall, in no event, be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, its directors, officers, principals, affiliates and/or the first Board of Directors of the Association or any directors of the Association appointed by the Developer, or any cost of investigating and preparing such litigation or claim or any similar or related costs.

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

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

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

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

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

ARTICLE III ARBITRATION

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

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

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

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

Section 4. Co-owner Approval for Civil Actions Against Developer and First Board of Directors. Any civil action proposed by the Board of Directors on behalf of the Association to be initiated against the Developer, its agents or assigns, and/or the First Board of Directors of the Association, for any reason, shall be subject to approval by a vote of fifty-one (51%) percent of all Co-owners, and notice of such proposed action must be given in writing to all Co-owners.

ARTICLE IV INSURANCE

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

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

issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners, upon request of a mortgagee.

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

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

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

Section 2. Authority of Association to Settle Insurance Claims. Each co-owner, by ownership of a unit in the condominium, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the General Common Elements of the Condominium Project, thereof with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Document, to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing. Unless the Association obtains coverage for the dwelling within the Unit pursuant to the provisions below, the Association's authority shall not extend to insurance coverage on any dwelling.

Section 3. Responsibilities of Co-owners. Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance (homeowners policy) with respect to the dwelling and all other improvements constructed or to be constructed within the perimeter of his or her Condominium Unit and for his or her personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner hereunder. In the event of the failure of a Co-owner to obtain such insurance or to provide evidence thereof to the Association, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with these Bylaws. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his or her Unit and the improvements located thereon, and also for any other personal insurance coverage that the Co-owner wishes to carry. Such insurance shall be carried in such minimum amounts as may be specified by the Association and such coverage shall not be less than \$1,000,000.00 (and as specified by the Developer during the Development and Sales Period) and each Co-owner shall furnish evidence of such coverage to the Association or the Developer upon request. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section or any liability to any person for failure to do so.

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

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

ARTICLE V
RECONSTRUCTION OR REPAIR

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

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

(b) Unit or Improvements Thereon. If the damaged property is a Unit or any improvements thereon, the Co-owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such Co-owner shall be responsible for any reconstruction or repair that he or she elects to make. The Co-owner shall in any event remove all debris and restore his Unit and the improvements thereon to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of these Bylaws as soon as reasonably possible following the occurrence of the damage.

Section 2. Repair in Accordance with Master Deed. Any such reconstruction or repair of an improvement within the General Common Elements shall be substantially in accordance with the Master Deed and the original plans and specifications of the improvements unless the co-owners shall unanimously decide otherwise. Further, any such reconstruction or repair will be subject to any applicable building code requirements and other ordinance requirements of the Township.

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

estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

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

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

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

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

(c) Continuation of Condominium After Taking. In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article VI of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining co-owners based upon the continuing value of the Condominium of one hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any co-owner.

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

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

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

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

ARTICLE VI RESTRICTIONS

In order to provide for congenial occupancy of the Condominium, all of the units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

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

Section 2. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. No Co-owner shall lease less than the entire Unit in the Condominium and no tenant shall be permitted to

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

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

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

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

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

iii. If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its own behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this subsection may be by summary proceeding. The Association may hold both the tenant or non Co-owner occupancy and the Co-owner liable for any damages caused by the Co-owner or tenant or non Co-owner occupant in connection with the Condominium Unit or the Condominium and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

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

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

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

(b) Plan and Specifications Approval. Prior to the First Annual Meeting, the Architectural Control Committee shall consist of the Developer or its designated representatives. After the First Annual Meeting, the Architectural Control Committee shall

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

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

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

(e) Special Maintenance. The Architectural Control Committee may also, in its discretion, require as a condition of approval of any plans, an agreement for special assessment for

increased maintenance charges from any Co-owner whose proposed dwelling and appurtenances and related improvements will cause the Association abnormal expenses in carrying out its responsibilities with respect thereto under the Master Deed. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

(f) Greenbelt. The Developer shall be responsible for development, implementation and completion of the landscaping plan set forth on page 8 of the Site Plan dated _____, Job No. 9450 (as revised) prepared by Desine, Inc. All landscaping shall be maintained in a reasonably healthy condition, free from refuse and debris. All unhealthy and dead material shall be replaced within one year of damage or death or the next appropriate planting period, whichever event comes first. The Developer shall have the responsibility to replace plantings for a period extending one year after the date of recording of the Master Deed. Thereafter the Association shall have responsibility for maintenance and replacement of the plantings in accordance with the approved site plan. The plantings shall not be cut down or otherwise removed. Greenbelt areas shall be maintained in natural vegetation or landscaping planting to provide a visual buffer. Prohibited and noxious weeds as defined by Public Acts of 1965, as amended, and the regulations adopted pursuant thereto may be eradicated.

(g) Developer's Improvements. Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Architectural Control Committee or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

(h) Developer's Right to Waive or Amend Restrictions, Standards for Approval; Exculpation from Liability. Notwithstanding anything in these Bylaws to the contrary, the Developer reserves the right to waive any restriction or requirement, if in the Developer's sole discretion it is appropriate in order to maintain the atmosphere, architectural harmony, appearance and value of the Condominium and the Units, or to relieve the owner of a Unit or a contractor from an undue hardship or expense. The approval of any site plan, landscaping plan or construction plan by the Developer or the Association and the waiver of any restriction by the Developer or the Association in connection with the approval of any site plan, landscape plan or construction plan shall not be deemed to be a warranty, representation or covenant by the Developer or the Association that the plan complies with any law, ordinance or regulation, including but not limited to zoning ordinances, dimensional, bulk and setback ordinances, environmental laws and ordinances and sanitation or environmental health laws, ordinances and regulations. Any obligation or duty to ascertain any such non-

conformities, or to advise the owner or any other person of the same (even if known), is hereby disclaimed. THE OWNER OF EACH UNIT SHALL BEAR ALL RESPONSIBILITY FOR COMPLIANCE WITH ALL SUCH LAWS AND ORDINANCES. In reviewing and passing upon the plans, drawings, specifications, submissions and other matters to be approved or waived by the Developer, the Developer intends to ensure that the dwellings and other features embodied or reflected therein meet the requirements set forth in the Condominium Documents; however, the Developer reserves the right to waive or modify those restrictions or requirements. In addition to ensuring that all dwellings comply with the requirements and restrictions of the Condominium Documents, the Developer (or the Association, to the extent approval powers are assigned to it by the Developer) shall have the right to base its approval or disapproval of any plans, designs, specifications, submissions or other matters on such other factors, including completely aesthetic considerations, as the Developer (or the Association) in its sole discretion may determine appropriate or pertinent. The Developer currently intends to take into account the design goals for the Condominium in passing upon plans, designs, drawings, specifications and other submissions. In no event shall either the Developer (or the agents, officers, employees or consultants thereon, or the Association) have any liability whatsoever to anyone for any act or omission contemplated by these restrictions, including without limitation the approval or disapproval of plans, drawings, specifications, elevations of the dwellings, fences, walls, hedges or other structures, whether the alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. In no event shall any party have the right to impose liability on, or otherwise contest judicially, the Developer or any other person for any decision of the Developer (or alleged failure of the Developer to make a decision) relative to the approval or disapproval of a structure or any aspect or other matter as to which the Developer reserves the right to approve or waive.

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

Section 4. Residential Building Setbacks. Except as may be permitted by the appropriate officials of Marion Township and the Architectural Control Committee, the following setback requirements shall apply:

(a) Front Yard. All portions of any residence, including residences on corner Units, shall have a front yard setback of at least 30 feet from the edge of the road right of way.

(b) Side Yard. Except as provided below, the side yard setback from the property line to the residence shall be at least 10 feet on each side of a Unit.

(c) Rear Yard. The rear yard setback from the property line to the residence shall be at least 25 feet.

Section 5. Minimum Floor Space and Size. No dwelling shall be built on any unit which has living area floor space of less than the following:

- (a) One story dwelling - 1200 square feet.
- (b) One and one-half story dwelling - 1300 square feet.
- (c) Two story dwelling - 1300 square feet.

(e) "Living Area" includes the actual area within the outer surfaces of the outside walls, including any finished living area which is above an enclosed porch or garage but excluding a garage, basement or unheated porch.

Section 6. Driveways. All driveways shall be surfaced with concrete, paving brick or bituminous paving with suitable sub-base support. The grading, installation and paving of driveways shall be completed within a three (3) month period after occupancy of a residential structure, weather permitting.

Section 7. Municipal Sewage Disposal and Water Supply Systems. A dwelling constructed upon a Unit shall be connected to the municipal sewage disposal system and municipal water supply system prior to occupancy of the dwelling. Each Co-owner shall obtain a permit from the governmental entity operating the municipal sewage disposal system and the water supply system prior to connecting into the municipal sewage disposal system and water supply system.

Section 8. Foundations. All structures shall be erected upon a foundation constructed on suitably permanent material extending below the frost line. The exterior of the foundations shall not be exposed except for the exposed wall of a walkout home which shall be faced with siding or other suitable finishing materials.

Section 9. Garages. All garages shall be attached to a residence. No carports shall be constructed on any unit. The garage area shall be at least 400 square feet in size.

Section 10. Outbuildings and Ancillary Structures. No outbuildings, sheds, barns or other similar structures may be constructed within any Unit or the Common Elements. Decks, swing sets and play equipment, pools, gazebos or other similar structures may be constructed within Units but only with the prior approval of the Developer during the development and sales period or with the approval of the Association after the development and sales period has ended.

Section 11. Chimney. Any chimney attached to an outside wall shall be covered with brick, stone or siding.

Section 12. Roof Pitch. Sloping roof pitches are to be a minimum of 6/12 for functional and aesthetic reasons.

Section 13. Construction Materials. Only new materials and no used materials shall be used in the construction of a residential structure.

Section 14. Occupancy. No structure shall be occupied as living quarters unless and until said structure shall be completed, including exterior staining or painting, according to approved plans and until a temporary or permanent occupancy permit has been issued by the governmental unit having jurisdiction over the construction and use of such structure.

Section 15. Construction Site Appearance. During construction and upon completion, the Unit shall be kept free and clean of construction debris and rubbish and an orderly and neat appearance shall be maintained. The Co-owner shall keep all building materials and debris contained within the Unit boundaries. Within sixty (60) days after substantial completion of construction of a residential structure, all unused construction materials, equipment and supplies shall be removed from the site. Developer or the Association may charge, if it deems necessary, a clean up charge of \$25.00 per hour in the event that any debris is strewn about either the Co-owner's unit or SUNRIDGE CONDOMINIUM and Co-owner either neglects and/or refuses to remove the debris. Areas of the Unit disturbed by excavation and construction work shall be finish-graded and seeded, sodded or otherwise suitably landscaped as soon as construction activities are completed and weather permits.

Section 16. Antenna. The Developer, during the construction and sales period, and the Association after control of the Association is assumed by the Co-owners, shall approve the height and location on an unit of:

(a) An antenna that is designed to receive direct broadcast satellite service, including direct-to-home satellite services, that is one meter or less in diameter; or

(b) An antenna that is designed to receive video programming service via multipoint distribution service, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and that is one meter or less in diameter or diagonal measurement; or

(c) An antenna that is designed to receive television broadcast signals,

The approval of the request for the style and siting of an antenna shall not be unreasonably delayed, it shall not unreasonably prevent installation, maintenance or use, unreasonably increase the cost of installation, maintenance or use or preclude reception of an acceptable quality signal. No antenna, other than as described in (a), (b) and (c) shall be allowed.

Section 17. Lighting. All exterior lighting, including lamps, posts and lighting fixtures for any residence or garage shall be so situated or of such intensity as not to create a nuisance to neighboring units.

Section 18. Pools, Jacuzzis, and Hot Tubs. Underground swimming pools, jacuzzis and hot tubs may be installed in accordance with the Marion Township Ordinances and with permission of the Architectural Control Committee. Any Co-owner intending to construct any underground swimming pool, jacuzzi, or hot tub must submit to the Architectural Control Committee a detailed description and proposed layout showing size, location, materials, shape, landscaping, fencing, screening, and type of construction. The Architectural Control Committee shall have discretion to approve or disapprove any proposal and may attach any conditions which it deems appropriate. Any approved pools must be maintained in a safe and clean condition and must also be maintained in appearance consistent with the standards of the Condominium. No above-ground or free-standing swimming pools shall be permitted.

Section 19. Patio decks and Walls. Patio decks shall be permissible, subject to such standards as the Architectural Control Committee may, from time to time, specify. Patio walls shall be permissible, subject to such standards as the Architectural Control Committee may, from time to time, specify.

Section 20. Fences. No fence or wall may be erected or maintained on any Unit except when required by ordinance or other governmental regulation. A solid hedge shall be permissible so long as it does not exceed 60 inches in height, and is, at all times, reasonably maintained. If such a fence or wall is required by the Marion Township Ordinance for construction of a swimming pool or jacuzzi, the Co-owner shall obtain the express written consent of the Architectural Control Committee which shall have the sole and absolute discretion to determine the suitability of the location, design, shape, height, size and materials for any required fence, wall, or solid hedge.

Section 21. Mailboxes. The design, material, color and construction of all mailboxes and mailbox stands shall be as selected by the Architectural Control Committee. Each Co-owner shall maintain the approved mailbox and stand. All boxes must be placed no higher than 42" from the roadway adjacent to the bottom of the mailbox. All boxes must be erected within the easement for public utilities as designated on the attached Exhibit "B".

Section 22. Sidewalks. The Developer shall construct the sidewalks as depicted on the site plan fronting common areas as the adjoining residential units are constructed. Prior to the time that one-half of the Land Use Permit for house construction are issued in a each phase all sidewalks fronting common areas shall be constructed. The homebuilder and/or unit owner shall be responsible for sidewalk construction adjacent to the individual unit. Sidewalks shall be constructed prior to the time the Township issues a Certificate of Zoning Ordinance Compliance.

Section 23. Street Trees. A minimum of one street tree minimum 2 1/2 inch caliper shall be planted by the homebuilder/unit owner of the unit and prior to the Township issuing a Certificate of Zoning Ordinance Compliance. Existing trees which are a minimum of 4 inch caliper shall meet this requirement.

Section 24. Unfinished and Temporary Structures. No unfinished or temporary structures may be occupied as a residence at any time prior to completion in accordance with approved plans and/or issuance of a certificate of occupancy.

Section 25. Unit Grade. The established grade of a Condominium Unit shall not be changed without prior approval by the Architectural Control Committee and the Township engineer.

Section 26. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-Owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, b-b guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 27. Pets. No animal, except common domesticated household pets shall be kept and maintained by any Co-owner unless specifically approved in writing by the Association. No animal may be kept or bred for any commercial purpose. Any animal shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No

animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, limited or general. Dog runs shall be permitted to be installed in the rear yard areas of Units in accordance with Article VI, Section 4 above. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and attorney fees) which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefore, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals, including the limitation concerning the number of pets kept, as it may deem proper. The Association may, after notice and hearing, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The Association may also assess fines for such violation of the restrictions imposed by this section or by any applicable rules and regulations of the Association. The term "animal" or "pet" as used in this Section 6 shall not include small domesticated animals which are constantly caged, such as small birds or fish.

Section 28. Street Parking. Co-owners and their invitees may park on one side of the streets in the condominium in areas authorized for parking.

Section 29. Utility Service Leads. All utility service leads extending from the utility mains and lines shall be buried underground in accordance with the standards prescribed by the utility companies and Marion Township.

Section 30. Utility Easements. The Developer, the Association and the Co-owners shall not construct any buildings on the areas of the utility easements designated on Exhibit "B".

Section 31. Maintenance and Use of Parks and Open Space Areas. The Association shall be responsible for the use and maintenance of the Parks and Open Space Areas. The wetland areas shall not be disturbed and vegetation be allowed to grow. Noxious weeds and dead and/or diseased plant material may be removed. A walking path may be constructed within the natural areas with the exception in the South Phase within 90 feet of Peavy Road Estates No. 1 and Marion Heights. The upland areas may be used for active recreation such as baseball, basketball, football, soccer, hiking and game playing.

Section 32. Self-Propelling Vehicles. No self-propelling vehicles such as but not limited to motorcycles, outdoor recreational vehicles and snowmobiles shall be allowed within the general common areas (parks and open space) except within the parking areas.

Section 33. Peavy Road. No unit shall have direct access to Peavy Road.

Section 34. Aesthetics. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. No unsightly condition shall be maintained on any patio, porch or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained at the curbs of the drives in the Condominium only for such short periods of time as may be reasonably necessary to permit periodic collection of trash and, in no event, shall trash receptacles be placed at the curbs prior to the evening preceding trash pick-up. In general, no activity shall be carried on nor condition maintained by the Co-owner either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 35. Common Element Maintenance. Yards, landscaped areas, driveways, and the road shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the Common Elements. Use of any amenities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations; provided, however, that use of any amenities in the Condominium shall be limited to resident Co-owners who are members in good standing of the Association and to the tenants, land contract purchasers and/or other non Co-owner occupants of Condominium Units in which the Co-owner does not

reside; provided, further, however, that the nonresident Co-owners of such Condominium Units are members in good standing of the Association.

Section 36. Vehicles, Trailers and Boats. No house trailers, trucks exceeding 6500 pounds, recreational vehicles, vans or similar vehicles, such as club wagons, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, mobile homes, dune buggies, motor homes, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles other than automobiles (collectively called vehicles) may be parked or stored upon the premises of the Condominium, unless parked in garages, or unless specifically approved by the Association or parked in an area specifically designated therefor by the Association. Nothing herein contained shall be construed to require the Association to approve the parking or storage of such vehicles or to designate an area therefor. The Association shall not be responsible for any damages, costs or other liability arising from any failure to approve the parking or storage of such vehicles or to designate an area therefor. A Co-owner shall possess and keep no more than three (3) automobiles in the Condominium, unless the Board of Directors specifically approves in writing otherwise. Co-owners shall not park their automobiles overnight on the Condominium Premises except in their respective garages, or in the driveways adjacent to their respective garages (subject to the restrictions contained in the first sentence of this Section), unless the Board of Directors specifically approves in writing otherwise. Garage doors shall be kept closed when not in use. Commercial vehicles and trucks shall not be parked in or about the Condominium except as above provided. Neither inoperable vehicles nor vehicles not currently licensed (if required by law) shall be parked or stored on the Condominium Premises, except within a garage, without the written permission of the Board of Directors. Non-emergency maintenance or repair of motor vehicles shall not be permitted on the Condominium Premises. The Association may cause vehicles parked or stored in violation of this Section to be removed from the Condominium Premises and the cost of such removal may be assessed to and collected from the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided in Article II hereof without liability to the Association. Co-owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises. The Board of Directors may promulgate reasonable rules and regulations governing the parking of vehicles in the Condominium consistent with the provisions hereof.

Section 37. Advertising and Signs. No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs and "Open" signs, without written permission from the Association and, during the Construction and Sales period, from the Developer. All authorized signs shall be in compliance with applicable Township codes and regulations. Anything to the

contrary hereinstated notwithstanding, the Developer may erect permanent signage at the entrances to the condominium. Further the Developer may erect one temporary sale sign at each Phase. The sign shall not be erected until final site plan approval is granted for the specific phase. The sign shall be maintained by the Developer in a neat and professional manner. The sign shall be removed upon the closing of the sale of the model homes erected in the development. Signs may be double faced but shall be no greater than 10 feet high and 32 square feet of area on each side.

Section 38. Regulations. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the Condominium may be made and amended from time to time by the Board of Directors of the Association, including the First Board of Directors (or its successors appointed by the Developer prior to the First Annual Meeting of the entire Association held as provided in Article IX, Section 2 of these Bylaws). Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners, except that the Co-owners may not revoke any regulation prior to the First Annual Meeting of the entire Association.

Section 39. Disposition of Interest in Unit by Sale or Lease. No Co-owner may dispose of a Unit in the Condominium, or any interest therein, by a sale or lease without complying with the following terms or conditions:

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

purchaser or lessee of his obligations to comply with the provisions of the Condominium Documents.

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

Section 40. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, plumbing, electrical, or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit or the improvements thereon. Each Co-owner shall be responsible for damages or costs to the Association, or to other Co-owners, as the case may be, resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, tenants, land contract purchasers, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless full reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall be the expense to the extent of the deductible amount). Any costs or damages to the Association or to other Co-owners, as the case may be, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. The Co-owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement.

Section 41. Developer's Rights to Furtherance of Development and Sale. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation as the same may be amended from time to time. However, any signs or billboards erected shall be in compliance with applicable Township codes and regulations. Notwithstanding anything to the contrary elsewhere herein contained, the Developer shall have the right to maintain a sales office, a business office, a construction office, model Units, storage area and reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable development and sale of the entire Condominium by Developer and/or the development and sale of other off-site property by Developer or its affiliates, and Developer

may continue to do so during the entire Construction and Sales Period and warranty period applicable to any Unit in the Condominium. The Developer shall restore the area so utilized to habitable status upon termination of use.

Section 42. Enforcement of Bylaws. The Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair, and/or replace any Common Elements, and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws. The provisions of this Section shall not be construed to be a warranty or representation of any kind regarding the physical condition of the Condominium.

Section 43. Assessment of Costs of Enforcement. Any and all costs, damages, expenses and/or attorney fees incurred by the Association in enforcing any of the restrictions set forth in this Article VI and/or rules and regulations promulgated by the Board of Directors of the Association under Article VI, Section 26 of these Bylaws, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

ARTICLE VII MORTGAGES

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

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

Association and to designate a representative to attend such meeting.

ARTICLE VIII VOTING

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

Section 2. Eligibility To Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented a deed or other evidence of ownership of a Unit in the Condominium to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of members held in accordance with Article IX, Section 2, except as specifically provided in Article IX, Section 2. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting, the Developer shall be entitled to vote for each Unit which it owns.

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

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

Section 5. Voting. Votes may be cast in person or by proxy or by a written absentee ballot duly signed by the designated

voting representative not present at a given meeting in person or by proxy. Proxies and any absentee ballots must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

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

ARTICLE IX MEETINGS

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

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than fifty (50%) percent in number of the Units that may be created in SUNRIDGE CONDOMINIUM have been conveyed and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to non Developer Co-owners of seventy-five (75%) percent in number of all Units that may be created or fourteen (14) months after the first conveyance of legal or equitable title to a non Developer Co-owner of a Unit in the Condominium, whichever occurs first. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed at the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted under the Condominium Documents to include in the Condominium.

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

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

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

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

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

of seniority of officers shall be President, Vice President, Secretary and Treasurer.

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

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

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

ARTICLE X ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the Units that may be created, whichever first occurs, the Developer shall cause to be

established an Advisory Committee consisting of at least two (2) non Developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than fifty (50%) percent of the non Developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. A chairman of the Committee shall be selected by the members. The Advisory Committee shall cease to exist automatically when the non Developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI BOARD OF DIRECTORS

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

Section 2. Election of Directors.

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

(b) Appointment of Non Developer Co-owners To Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after the conveyance of legal or equitable title to non Developer Co-owners of twenty-five (25%) percent in number of the Units that may be created, one (1) of the five (5) directors shall be elected by non Developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non Developer Co-owners of fifty (50%) percent in number of the Units that may be created, two (2) of the five (5) directors shall

be elected by non Developer Co-owners. When the required number of conveyances have been reached, the Developer shall notify the non Developer Co-owners and request that they hold a meeting and elect the required director or directors, as the case may be. Upon certification by the Co-owners to the Developer of the director or directors so elected, the Developer shall then immediately appoint such director or directors to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

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

i. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non Developer Co-owners of seventy-five (75%) percent of the Units, the non Developer Co-owners shall elect all directors on the Board, except that the Developer shall have the right to designate one (1) director as long as the Developer owns at least ten (10%) percent of the Units in the Condominium. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be properly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

ii. Regardless of the percentage of Units which have been conveyed, upon the expiration of fourteen (14) months after the first conveyance of legal or equitable title to a non Developer Co-owner of a Unit in the Condominium, the non Developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i) above. Application of this subsection does not require a change in the size of the Board of Directors.

iii. If the calculation of the percentage of members of the Board of Directors that the non Developer Co-owners have the right to elect under subsection (ii), or if the product of the number of the members of the Board of Directors multiplied by the percentage of Units held by the non Developer Co-owners under subsection (b) results in a right of non Developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of .5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non Developer Co-owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one (1) director as provided in subsection (i).

iv. At the First Annual Meeting, three (3) directors shall be elected for a term of two (2) years and two (2) directors shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one slate and the three (3) persons receiving the highest number of votes shall be elected for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either two (2) or three (3) directors shall be elected, depending upon the number of directors whose terms expire. After the First Annual Meeting, the term of office (except for two (2) of the directors elected at the First Annual Meeting) of each director shall be two (2) years. The directors shall hold office until their successors have been elected and hold their first meeting.

v. Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

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

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

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

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

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

(d) To rebuild improvements after casualty.

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

(f) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights of way and licenses) on behalf of the

Association in furtherance of any of the purposes of the Association.

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

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

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

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

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

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

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto, but which shall not be a Co-owner or resident or affiliated with a Co-owner or resident) at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or

have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon sixty (60) days written notice thereof to the other party, and no such contract shall violate the provisions of Section 55 of the Act.

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

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

Section 8. First Meeting. The first meeting of the newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

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

or telephone, at least five (5) days prior to the date named for such meeting.

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

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

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

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

Section 14. Action By Written Consent. Any action permitted to be taken by the Board of Directors at a meeting of the Board

shall be valid if consented to in writing by the requisite majority of the Board of Directors.

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

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

ARTICLE XII OFFICERS

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

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

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

Section 4. President. The President shall be the chief executive officer of the Association. The President shall preside

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

Section 5. Vice-President. The Vice-President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time-to-time be imposed upon the Vice President by the Board of Directors.

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

Section 7. Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time-to-time, be designated by the Board of Directors.

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

ARTICLES XIII

SEAL

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

ARTICLE XIV

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of

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

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

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

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

Section 1. Indemnification Of Directors And Officers. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and accounts paid in settlement incurred by or imposed upon him in connection with any threatened, pending or completed action, suit or proceeding, whether civil,

criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Association (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Association shall notify all Co-owners thereof.

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

ARTICLE XVI AMENDMENTS

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

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

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-six and two-thirds (66-2/3%) percent of mortgagees shall be required with each mortgagee to have one (1) vote for each mortgage held.

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

Section 4. By Developer. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the rights of a Co-owner or mortgagee, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the Federal government or the State of Michigan.

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

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

ARTICLE XVII COMPLIANCE

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

ARTICLE XVIII **DEFINITIONS**

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

ARTICLE XIX **REMEDIES FOR DEFAULT**

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

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

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

(c) Removal And Abatement. The violation of any of the provisions of the Condominium Documents, including the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall also give the Association, or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-

owner arising out of the exercise of its removal and abatement power authorized herein.

(d) Assessment of Fines. The violation of any of the provisions of the Condominium Documents, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, by any Co-owner, in addition to the rights set forth above, shall be grounds for assessment by the Association of a monetary fine for such violation. No fine may be assessed unless the rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article VI, Section 12 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owner and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. Upon finding an alleged violation after an opportunity for hearing has been provided, the Board of Directors may levy a fine in such amount as it, in its discretion, deems appropriate. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws.

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

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

Section 4. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XX
RIGHTS RESERVED TO DEVELOPER

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

ARTICLE XXI
SEVERABILITY

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

EXHIBIT "B" TO THE MASTER DEED OF

SUNBRIDGE CONDOMINIUM

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



DEVELOPER
HITCH HARRIS BUILDING COMPANY
211 NORTH FIRST STREET
BRIGHTON, MICHIGAN 48116
(810) 227-7636

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 279

SURVEYOR/ENGINEER
DESINE, INC.
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48116-0463
(810) 227-9533

LEGAL DESCRIPTIONS

"SUNBRIDGE CONDOMINIUM"

Commencing at the West 1/4 Corner of Fractional Section 2, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan; thence N 02°01'00" W 1320.00 feet along the West line of said Section; thence N 88°43'58" E 663.56 feet to the PLACE OF BEGINNING; thence N 02°01'00" W 484.35 feet; thence continuing N 02°01'00" W (recorded as N 02°00'13" W) 980.54 feet along the East line "FOX CROFT" as recorded in Liber 23 of Plots, Pages 24 through 27, Livingston County Records; thence N 89°21'30" E 631.93 feet; thence N 49°33'12" E 819.45 feet; thence S 44°04'19" E 888.56 feet along the Southwesterly "Right-of-Way of Peary Road; thence S 01°26'06" E 509.23 feet along a line parallel with and 50.00 feet West of the North-South 1/4 line of said Section 2; some being the Westerly Right-of-Way of said Peary Road; thence S 88°35'33" W 250.85 feet; thence S 01°24'27" E 150.00 feet; thence N 88°35'33" E 250.92 feet; thence S 01°26'06" E 913.60 feet along a line parallel with and 50.00 feet West of said North-South 1/4 line and along said Westerly Right-of-Way; thence N 83°25'41" W 1880.74 feet to the Place of Beginning. Being a part of the Northwest 1/4 of Fractional Section 2, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Containing 73.56 acres of land, more or less.

SUNBRIDGE CONDOMINIUM FUTURE EXPANDABLE AREAS

68.96 ACRE PARCEL
Commencing at the West 1/4 Corner of Fractional Section 2, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan; thence N 02°01'00" W 33.00 feet along the West line of said Section to the PLACE OF BEGINNING; thence continuing N 02°01'00" W 1287.00 feet along said Section line; thence N 88°43'58" E 663.56 feet; thence S 83°25'41" E 1880.74 feet; thence S 01°26'06" E 1030.90 feet along the Westerly Right-of-Way of Peary Road; thence S 88°44'42" W 2512.93 feet along a line parallel with and 33.00 feet North of the East-West 1/4 line of said Section to the Place of Beginning. Being a part of the Northwest 1/4 of Fractional Section 2, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Containing 68.96 acres of land, more or less.

93.31 ACRE PARCEL

BEGINNING at the Southwest Corner of Fractional Section 2, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan; thence N 01°57'50" W 2145.88 feet along the West line of said section; thence along the Southernly lines of "PEAVY ROAD ESTATES No. 2" as recorded in Liber 14 of Plots, Pages 43 through 45, Livingston County Records the following eight courses: N 83°49'44" E 216.82 feet (recorded as N 83°53" E 216.59 feet), Southwesterly, non-tangentially, 253.62 feet along the arc of a 251.00 foot radius curve to the left, having a central angle of 57°53'35" and a long chord which bears S 35°09'09" E 242.96 feet (recorded as Southwesterly, 254.53 feet along the arc of a 251.00 foot radius curve to the left, having a central angle of 58°06'15" and a long chord which bears S 35°10" E 243.78 feet), S 01°22'05" E 212.90 feet (recorded as S 01°15" E 212.42 feet), N 88°44'55" E 959.61 feet (recorded as N 88°45" E 960.00 feet), S 62°30'59" E 175.08 feet (recorded as S 62°30" E 175.00 feet), N 47°15'37" E 226.52 feet (recorded as N 47°17'40" E 226.54 feet), Southwesterly, non-tangentially, 307.12 feet along the arc of a 438.33 foot radius curve to the left, having a central angle of 40°07'15" and a long chord which bears S 71°18'20" E 300.71 feet and N 88°36'13" E (recorded as N 88°38" E) 350.95 feet; thence S 01°22'00" E 1350.00 feet along the Westerly line of "PEAVY ROAD ESTATES No. 1" as recorded in Liber 13 of Plots, Pages 24 and 25, Livingston County Records; thence around the perimeter of the "OUTLOT B" as recorded in said plot of "PEAVY ROAD ESTATES No. 1" the following five courses: N 88°38'00" E 210.00 feet; Northwesterly 47.12 feet along the arc of a 30.00 foot radius curve to the left, having a central angle of 90°00'00" and a long chord which bears N 46°22'00" W 42.43 feet and S 88°38'00" W 210.00 feet; thence S 01°22'00" E 299.22 feet along said Westerly line of "PEAVY ROAD ESTATES No. 1"; thence S 88°47'11" W 2245.26 feet along the South line of said section to the Place of Beginning. Being a part of the Southwest 1/4 of Fractional Section 2, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Containing 93.31 acres of land, more or less.

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	COMPOSITE PLAN
3	SURVEY PLAN (UNITS 1-5, 84-91 AND 95-99)
4	SURVEY PLAN (UNITS 6-10, 79-83 AND 92-94)
5	SURVEY PLAN (UNITS 11-23 AND 76-78)
6	SURVEY PLAN (UNITS 24-41 AND 70-75)
7	SURVEY PLAN (UNITS 42-44 AND 59-69)
8	SURVEY PLAN (UNITS 45-58)
9	SITE & UTILITY PLAN (UNITS 1-5, 84-91 AND 95-99)
10	SITE & UTILITY PLAN (UNITS 6-10, 79-83 AND 92-94)
11	SITE & UTILITY PLAN (UNITS 11-23 AND 76-78)
12	SITE & UTILITY PLAN (UNITS 24-41 AND 70-75)
13	SITE & UTILITY PLAN (UNITS 42-44 AND 59-69)
14	SITE & UTILITY PLAN (UNITS 45-58)
15	FLOODPLAIN PLAN
16	TABLES SHEET

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 ON THIS SHEET AND IN THE
SURVEYOR'S CERTIFICATE ON SHEETS 3 THROUGH 8.



JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47108
OCTOBER 23, 2002
PROPOSED DATED

BRIGTON, MICHIGAN 48114

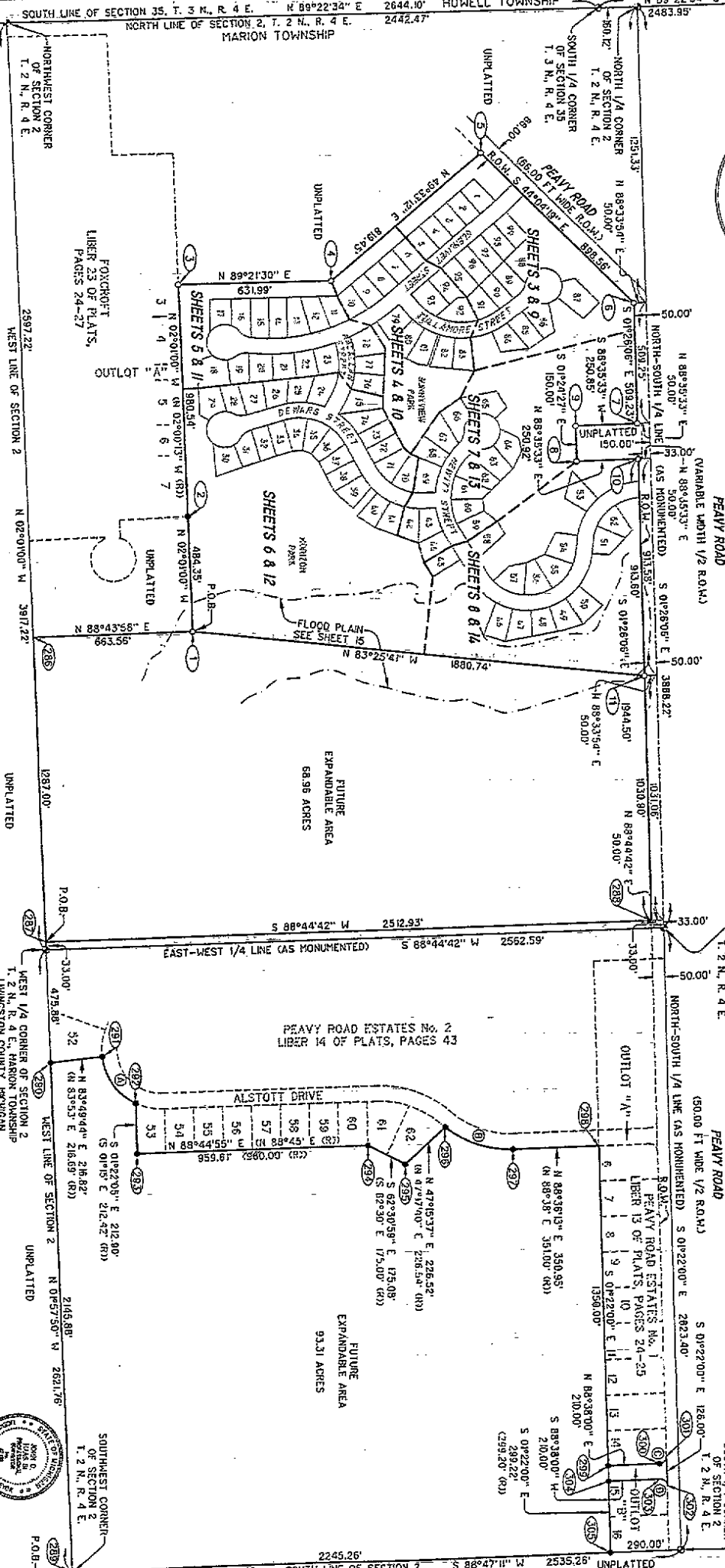


DEVELOPER
 MITCH HARRIS BUILDING COMPANY
 211 NORTH FIRST STREET
 BRIGHTON, MICHIGAN 48116
 (810) 220-1838

SCALE
 200 0 100 200 400
 (IN FEET)
 1 inch = 200 feet

SURVEYOR/ENGINEER
 DESINE INC.
 2183 PLESS DRIVE
 BRIGHTON, MICHIGAN 48114-9453
 (810) 227-9533

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



LEGEND

ALL DIMENSIONS ARE IN FEET.
 ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.
 THE SYMBOL "O" INDICATES A 1/2 IN. IRON ROD ENCASED IN A
 4 IN. X 36 IN. CONCRETE MONUMENT.
 THE SYMBOL "•" INDICATES A FOUND CONCRETE MONUMENT.

BEARINGS ARE BASED ON THE PLAT OF
 PEAVY ROAD ESTATES No. 1 AS RECORDED IN
 LIBER 13 OF PLATS, PAGES 24 THROUGH 25,
 LIVINGSTON COUNTY RECORDS.

--- BOUNDARY LINE
 --- MATCH LINE
 (R) AS RECORDED
 (C) COORDINATE POINT (SEE SHEET 1B)

CURVE TABLE

① - CURVE DATA

NO.	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
A	233.62	2310.00	57°53'33" (R)	S 33°00'00" E	242.65 (R)
B	509.35 (R)	438.33	40°00'00" (R)	S 71°00'00" E	242.65 (R)
C	300.00 (R)	438.33	40°00'00" (R)	S 71°00'00" E	300.00 (R)
D	47.12	30.00	90°00'00" (R)	N 43°18'00" E	100.71 (R)
E	47.12	30.00	90°00'00" (R)	N 43°18'00" E	42.43

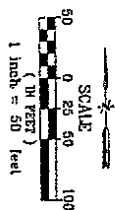
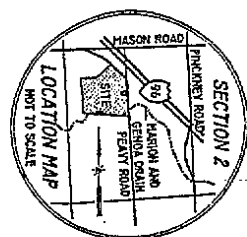
② - BEARING

③ - DISTANCE

JOHN C. HAAS III
 PROFESSIONAL SURVEYOR No. 47196

PROPOSED DATED

SHEET 2



SURVEY PLAN

SURVEYOR/ENGINEER

DESIGN INC.

2183 PLESS DRIVE

BRIGHTON, MICHIGAN 48116

(810) 227-9533

DEVELOPER

HITCH HARRIS BUILDING COMPANY

21 NORTH FIRST STREET

BRIGHTON MICHIGAN 48116

(810) 227-7838

LEGEND

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

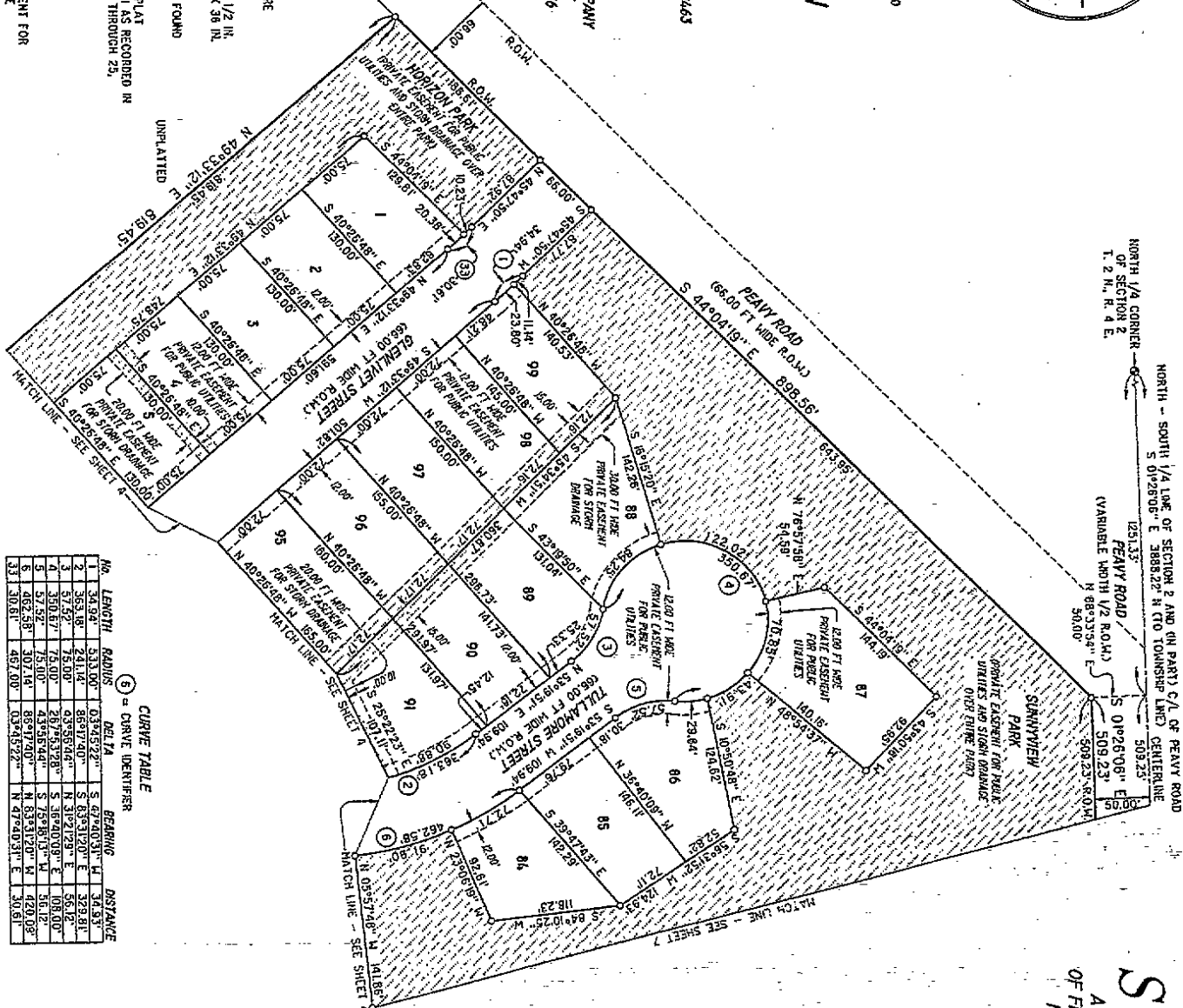
THE SYMBOL "O" INDICATES A 1/2 IN.
IRON ROD ENGAGED IN A 4 IN. X 36 IN.
CONCRETE MONUMENT.

THE SYMBOL "X" INDICATES A FOUND
CONCRETE MONUMENT.

BEARINGS ARE BASED ON THE PLAT
OF PEAVY ROAD, PLACES 24 THROUGH 25,
LIVINGSTON COUNTY RECORDS.

BOUNDARY LINE

EASEMENT

PRIVATE EASEMENT FOR
STORM DRAINAGE

NO.	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
1	34.92	333.00	03°45'22"	S 47°40'31" E	34.93
2	35.18	241.47	08°57'40"	N 31°42'00" E	35.19
3	37.47	15.00	48°35'46"	N 31°42'00" E	37.48
4	39.67	15.00	48°35'46"	N 31°42'00" E	39.68
5	47.52	15.00	48°35'46"	N 31°42'00" E	47.53
6	40.63	307.64	03°45'22"	N 47°40'31" E	40.64
7	30.61	403.00	03°45'22"	N 47°40'31" E	30.62

CURVE TABLE

⑤ = CURVE IDENTIFIER

EXHIBIT 'B' TO THE MASTER DEED OF

SUNBRIDGE CONDOMINIUM

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

NOTES:

PROPERTY SUBJECT TO ALL EASEMENTS OF RECORD
AS SET FORTH IN SCHEDULE 'B'--SECTION 11 OF THE
TITLE INSURANCE POLICY--DATED NOVEMBER 6,
2001 AT 8:00 A.M. (REVISED BY HETEROITAN
DECEMBER 21, 2001) RECORDED IN MICHIGAN AND
UNRECORDED BY FIRST AMERICAN TITLE INSURANCE
COMPANY, 1850 WEST 960 BEAVER, TROY, MICHIGAN
48068, COMMITMENT NO. CH-408511.

ALL ROADS ARE PRIVATE AND PROPOSED TO BE
MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
SEE COMPOSITE PLAN SHEET 21 FOR FUTURE
EXPANSION AREAS.

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

BENCHMARK:

NORTH RIM OF SANITARY MANHOLE, 9 FEET EAST OF
THE LEFT STATION ON WEST SIDE OF PEAVY ROAD,
024 FEET NORTHWEST OF UNIT 50 AND 2293 FEET
SOUTH OF THE SOUTHERLY RIGHT-OF-WAY OF
HEWITT DRIVE.
ELEVATION = 893.31 (G.L.V.D. OF 1929)

SURVEYOR'S CERTIFICATE

I, JOHN C. HAAS III, a Professional Surveyor of the
State of Michigan, hereby certify:
That the development plan known as "SUNBRIDGE
CONDOMINIUM", Livingston County Condominium Subdivision
Plan No. 2, as shown on the accompanying plan under
recording, represents a survey on the ground made under
my That there are no existing observable encroachments
upon the lands and property herein described.
That the located monuments and iron markers have
been or will be located in the ground as required by rules
promulgated under Section 142 of Act No. 39 of the
Public Acts of 1978 (as amended) within one year from the
date of the Exhibit "B" recordation.
That the accuracy of this survey is within the limits
required by the rules promulgated under Section 142 of Act
No. 39 of the Public Acts of 1978 (as amended) for a survey
of this bearing, as shown, promulgated under the
provisions of Section 142 of Act No. 39 of the Public Acts of 1978.



(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48116

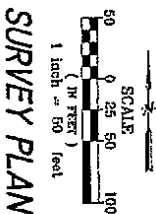
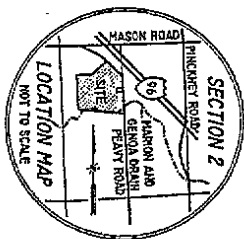
JOHN C. HAAS III

47196

OCTOBER 23, 2002

PROPOSED DATED

SHEET 3



SURVEY PLAN

LEGEND

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

THE SYMBOL "O" INDICATES A 1/2 IN.
IRON ROD ENCASED IN A 4 IN. X 36 IN.
CONCRETE HOISTMENT.

THE SYMBOL "X" INDICATES A FOUND
CONCRETE MONUMENT.

BEARINGS ARE BASED ON THE PLAT
OF PEAVY ROAD ESTATES NO. 1 AS RECORDED IN
LIVER 13 OF PLATS, BOOKS 24 THROUGH 25,
LIVINGSTON COUNTY RECORDS.

- BOUNDARY LINE
- EASEMENT
- PRIVATE EASEMENT
FOR STORM DRAINAGE

CURVE TABLE

(7) = CURVE IDENTIFIER

NO.	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
1	383.06'	2411.4'	88°17'40"	S 83°31'20" E	329.81'
2	462.28'	2411.4'	88°17'40"	N 83°31'20" E	420.08'
3	418.38'	2411.4'	88°17'40"	S 83°31'20" E	218.58'
4	592.42'	171.00'	47°20'25"	N 73°13'24" E	575.71'

DEVELOPER
HITCH HARRIS BUILDING COMPANY
211 NORTH FIRST STREET
BRIGHTON, MICHIGAN 48116
(810) 229-7838

SURVEYOR/ENGINEER
DESIGN INC.
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114-9663
(810) 227-9933

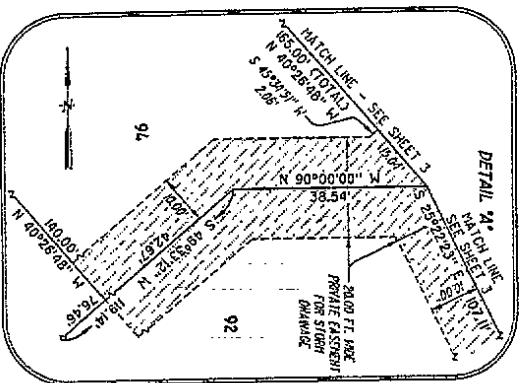
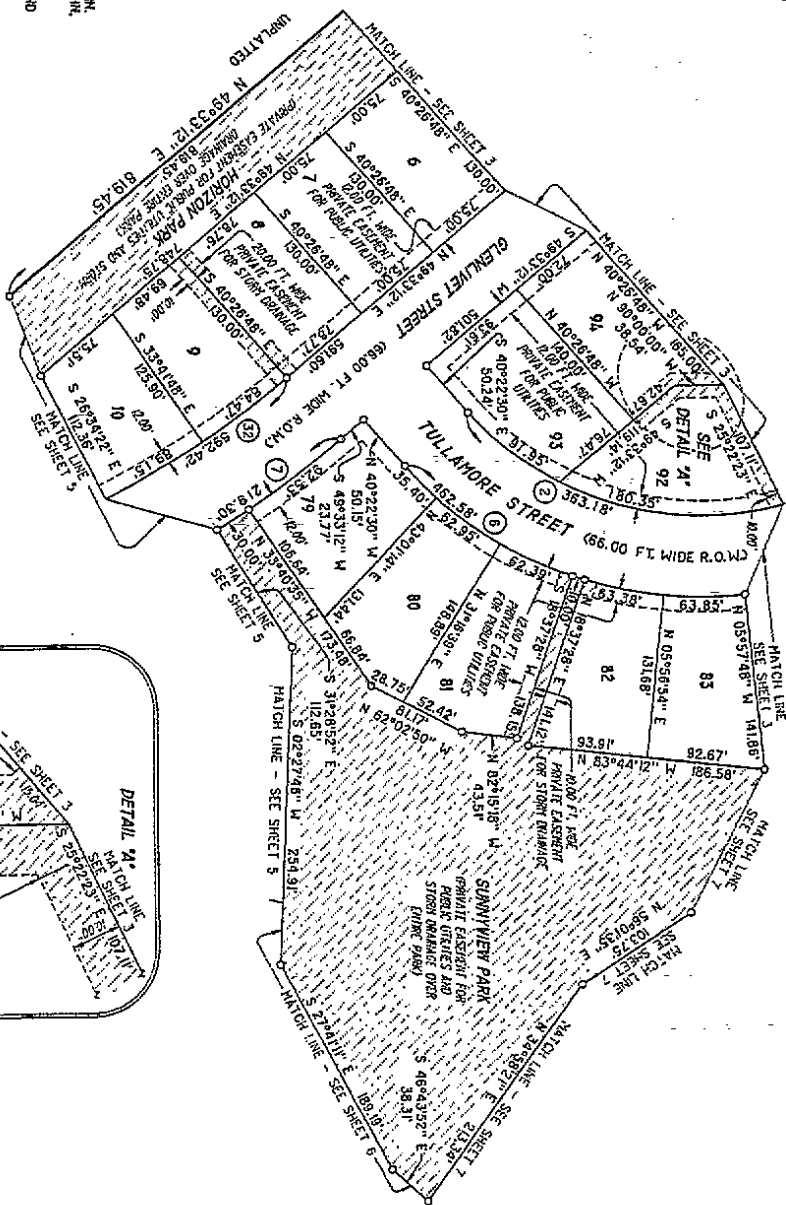


EXHIBIT 'B' TO THE MASTER DEED OF SUNBRIDGE CONDOMINIUM A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF FRACTIONAL SECTION 2, TOWN 2 NORTH, RANGE 4 EAST MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

BENCHMARK:

NORTH RIM OF SANITARY MANHOLE, 9 FEET EAST OF
THE LEFT STATION ON WEST SIDE OF PEAVY ROAD,
102.2 FEET NORTHWEST OF CORNER 50 AND 229.2 FEET
SOUTH OF THE SOUTHWEST CORNER OF 'HAY' OF
ELEVATION = 883.31 (N.G.M.D. OF 1929)

NOTES:

PROPERTY SUBJECT TO ALL EASEMENTS OF RECORD
AS SET FORTH IN SCHEDULE 'B' - SECTION 8 OF THE
TITLE INSURANCE POLICY - DATED NOVEMBER 6,
2001 AT 8:00 A.M. (REVISION 'B'). DATED
DECEMBER 21, 2001, ISSUED BY MEMPHIS
TITLE COMPANY OF BRIGHTON, MICHIGAN. THE INSURANCE
UNDERWRITER IS WEST BAYVIEW TOW, MICHIGAN
48098, COMMITMENT NO. CH-409811.

ALL ROADS ARE PRIVATE AND PROPOSED TO BE
MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
SEE COMPOSITE PLAN (SHEET 2) FOR FUTURE
EXPANSION AREAS.

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

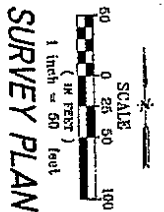
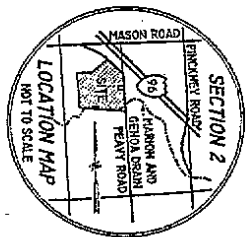
SURVEYOR'S CERTIFICATE

I, JOHN C. HAAS JR., a Professional Surveyor of the
State of Michigan, hereby certify:
That the development plan known as "SUNBRIDGE
CONDOMINIUM", Livingston County Condominium Subdivision
Plan No. 2, as shown on the accompanying
drawings, represents a survey on the ground made under
my direction.
That the lines and existing observable monuments
upon the lines and properly located described.
That the required monuments and iron markers have
been or will be located in the ground as required by the
Public Acts of 1978 (as amended) within one year from
the date of this Exhibit 'B' recordation.
That the accuracy of this survey is within the limits
required by the rules promulgated under Section 142 of Act
No. 59 of the Public Acts of 1978 (as amended).
That the bearings, as shown, are based upon the
lines as required by the rules promulgated under
Section 142 of Act No. 59 of the Public Acts of 1978.



DESIGN INC.
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114
(810) 227-9933

JOHN C. HAAS JR.
PROFESSIONAL SURVEYOR NO. 47198
OCTOBER 23, 2002
PROPOSED DATED
SHEET 4



LEGEND
ALL DIMENSIONS ARE IN FEET.
ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.
THE SYMBOL "O" INDICATES A 1/2 IN. RADIUS OF CURVATURE IN A 4 IN. X 36 IN. CONCRETE MONUMENT.
THE SYMBOL "X" INDICATES A FOUND CONCRETE MONUMENT.
BEARINGS ARE BASED ON THE PLAT OF PEAVY ROAD ESTATES NO. 1 AS RECORDED IN LIBER 13 OF PLATS, PAGES 24 THROUGH 25, LIVINGSTON COUNTY RECORDS.

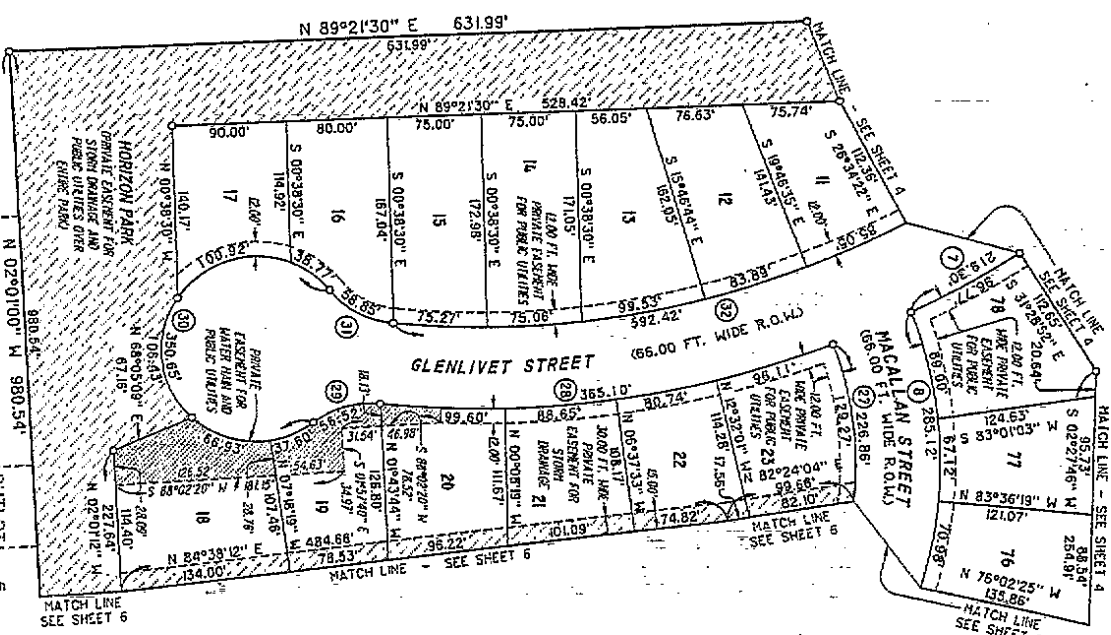
BOUNDARY LINE
EASEMENT
PRIVATE EASEMENT FOR STORM DRAINAGE
PRIVATE EASEMENT FOR WATER MAIN AND PUBLIC UTILITIES

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
1	218.30'	783.00'	86°03'37"	S 67°43'37" W	218.35'
2	268.12'	333.00'	90°00'00"	S 04°08'30" W	270.10'
3	268.12'	333.00'	48°04'56"	N 04°08'30" W	270.10'
4	268.12'	333.00'	28°42'59"	S 83°47'30" W	361.00'
5	268.12'	333.00'	43°03'37"	S 79°43'37" W	55.19'
6	310.65'	75.00'	29°42'37"	N 07°54'41" E	108.07'
7	310.65'	75.00'	44°49'23"	S 60°37'42" E	57.35'
8	592.42'	71.00'	47°40'25"	N 73°18'24" E	575.71'

DEVELOPER
HITCH HARRIS BUILDING COMPANY
211 NORTH FIRST STREET
BRIGHTON, MICHIGAN 48106
(810) 229-7838

SURVEYOR/ENGINEER
DESNE INC.
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48104-9463
(810) 227-0553



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

EXHIBIT 'B' TO THE MASTER DEED OF

NOTES:
PROPERTY SUBJECT TO ALL EASEMENTS OF RECORD AS SET FORTH IN SCHEME "B"-SECTION II OF THE TITLE AT 800 A.M. (REVISION "B"). DATED DECEMBER 21, 2000, ISSUED BY HETRO-OLIPAN TITLE COMPANY OF BRIGHTON, MICHIGAN AND UNDERWRITTEN BY FIRST AMERICAN TITLE INSURANCE COMPANY, 1650 WEST BOW BEAVER, TROY, MICHIGAN 48069, COMMITMENT NO. CH-409511.
ALL ROADS ARE PRIVATE AND PROPOSED TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
SEE COMPOSITE PLAN (SHEET 2) FOR FUTURE EXPANSION AREAS.
THE ENTIRE GENERAL COMMON ELEMENT OF THIS CONDOMINIUM IS EMPOWERED BY A PRIVATE EASEMENT FOR PUBLIC UTILITIES.

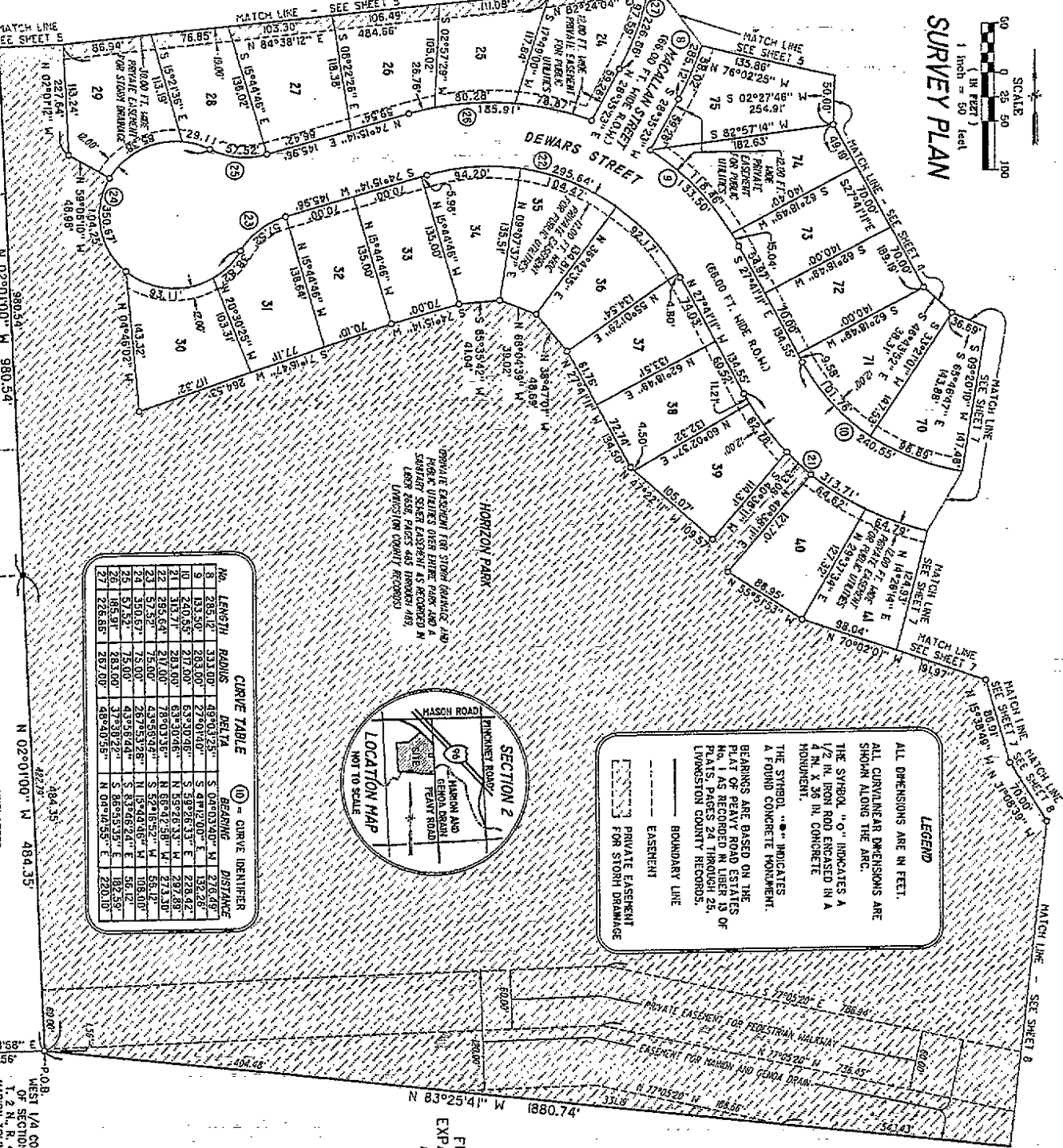
SURVEYOR'S CERTIFICATE
I, JOHN C. HAAS III, a Professional Surveyor of the State of Michigan, hereby certify that the description herein shown as "SUNRIDGE CONDOMINIUM" is a true and correct description of the property described in the accompanying drawing, represents a survey on the ground made under my direction.
That there are no existing observable encroachments upon the lands and property herein described.
That the required monuments and iron markers have been or will be located in the ground as required by rules promulgated under Section 142 of Act No. 89 of the Public Acts of 1978 (as amended) within one year from the date of the Exhibit "B" recited above.
That the accuracy of this survey is within the limits required by the Public Acts of 1978 (as amended).
Also, that the bearings, as shown, are noted on the survey plan as required by the rules promulgated under Section 142 of Act No. 89 of the Public Acts of 1978.



JOHN C. HAAS III
PROFESSIONAL SURVEYOR, No. 47196
LIBER 23 OF PLATS, PAGES 24-27
FOXCROFT
LIBER 4055 PAGE 0706
BRIGHTON, MICHIGAN 48114
OCTOBER 23, 2002
SHEET 5

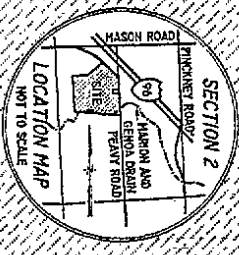


SURVEY PLAN



CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
1	285.12	333.00	49°03'25"	S 04°03'40" W	278.49
2	133.50	283.00	27°09'40"	S 49°28'33" E	132.26
3	240.55	273.00	63°30'46"	N 58°26'38" E	228.92
4	316.77	263.00	68°03'58"	N 58°26'38" E	291.68
5	285.04	247.00	68°03'58"	N 58°26'38" E	261.12
6	57.52	78.00	29°38'13"	N 15°40'46" W	65.12
7	370.67	78.00	43°58'44"	N 15°40'46" W	106.00
8	16.00	283.00	37°38'22"	S 86°55'35" E	182.59
9	226.65	287.00	48°40'55"	N 04°12'55" E	220.10



LEGEND

ALL DIMENSIONS ARE IN FEET.

ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.

THE SYMBOL "O" INDICATES A 1/2 IN. IRON ROD ENCASED IN A 4 IN. X 36 IN. CONCRETE MONUMENT.

THE SYMBOL "•••" INDICATES A FOUND CONCRETE MONUMENT.

BEARINGS ARE BASED ON THE PLAT OF PEAVY ROAD ESTATES OF NO. 1 AS RECORDED IN LIBER 13 OF PLATS, PAGES 24 THROUGH 25, OF LIVINGSTON COUNTY RECORDS.

--- BOUNDARY LINE

- - - - - EASEMENT

[] PRIVATE EASEMENT FOR STORM DRAINAGE

SUNRIDGE CONDOMINIUM

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

DEVELOPER SUNRISE/ENGINEER

DESIGN INC.

211 NORTH FIRST STREET

BRIGHTON, MICHIGAN 48116

(810) 227-7838

BENCHMARK.

NORTH END OF SANITARY MANHOLE 9 FEET EAST OF 1024 FEET NORTHWEST CORNER OF PEAVY ROAD SOUTH OF THE SOUTHERLY RIGHT-OF-WAY OF HEWITT DRIVE.

ELEVATION = 893.31 (M.G.V.D. OF 1929)

NOTES:

PROPERTY SUBJECT TO ALL EASEMENTS OF RECORD AS SET FORTH IN SCHEDULE "B" SECTION 1 OF THE 2014 REVISIONS TO THE SUNRIDGE CONDOMINIUM PLAN DATED DECEMBER 21, 2010, ISSUED BY METROPOLITAN TITLE COMPANY OF BRIGHTON, MICHIGAN AND UNDERWRITTEN BY FIRST AMERICAN TITLE INSURANCE COMPANY, 1550 WEST BIG BEAVER, TROY, MICHIGAN 48063, COMMITMENT NO. CH-409511.

ALL ROADS ARE PRIVATE AND PROPOSED TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. SEE COMPOSITE PLAN (SHEET 2) FOR FUTURE EXPANSION AREAS.

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

SURVEYOR'S CERTIFICATE

I, JOHN C. HASAS, M. a Professional Surveyor of the State of Michigan, hereby certify that the development plan known as "SUNRIDGE CONDOMINIUM" Livingston County Condominium Subdivision Plan No. 2, as shown on the accompanying drawings, represents a survey on the ground made under my direction.

That there are no existing observable encroachments upon the lands and property herein described.

That the required monuments and iron markers have been or will be located in the ground as required by the rules promulgated under Section 142 of Act No. 39 of the Public Acts of 1978 (as amended).

That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 39 of the Public Acts of 1978 (as amended).

That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 39 of the Public Acts of 1978.



JOHN C. HASAS III
PROFESSIONAL SURVEYOR No. 47198

OCTOBER 23, 2002
PROPOSED DATED
SHEET 6

NORTHWEST CORNER OF SECTION 2, T. 2 N., R. 4 E., WEST LINE OF SECTION 2

FOX CROFT LIBER 23 OF PLATS, PAGES 24-27



SURVEYOR/ENGINEER
DESIGN INC.
 2183 PLESS DRIVE
 BRIGHTON, MICHIGAN 48116-9465
 (810) 227-9533

DEVELOPER
NITCH HARRIS BUILDING COMPANY
 211 NORTH FIRST STREET
 BRIGHTON, MICHIGAN 48116
 (810) 227-7838

LEGEND

ALL DIMENSIONS ARE IN FEET.
 ALL CURVILINEAR DIMENSIONS ARE
 GIVEN ALONG THE ARC.
 THE SYMBOL "O" INDICATES A 1/2 IN.
 ROD END ENCASED IN A 4 IN. X 36 IN.
 CONCRETE MONUMENT.
 THE SYMBOL "X" INDICATES A FOUND
 CONCRETE MONUMENT.

BEARINGS ARE BASED ON THE PLAT
 OF PEAVY ROAD ESTATES No. 1 AS RECORDED IN
 LIBER 13 OF PLATS, PAGES 29 THROUGH 35,
 LIVINGSTON COUNTY RECORDS.

--- BOUNDARY LINE
 --- EASEMENT
 [Hatched] PRIVATE EASEMENT
 [Hatched] FOR STORM DRAINAGE
 * 20.00 FT. LONG PRIVATE
 EASEMENT FOR STORM DRAINAGE

CURVE TABLE
 (1) = CURVE IDENTIFIER

NO.	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
10	240.55	217.00	63°30'46"	S 59°28'13" E	228.42'
11	223.18	316.00	40°27'58"	N 25°01'43" E	216.57'
12	51.52	75.00	43°58'44"	N 23°12'21" E	56.82'
13	350.67	75.00	267°53'28"	S 44°44'17" E	400.00'
14	51.52	75.00	43°58'44"	S 67°16'04" W	56.82'
15	333.38	250.00	76°24'23"	S 07°03'32" W	309.22'
20	313.71	253.00	63°30'46"	N 59°28'13" W	297.89'

SUNBRIDGE CONDOMINIUM

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

NOTES:

NORTH R.H. OF SANITARY MANHOLE, 9 FEET EAST OF
 THE LEFT STATION ON WEST SIDE OF PEAVY ROAD,
 1024 FEET NORTHWEST OF UNIT 20 AND 2294 FEET
 SOUTH OF THE SOUTHERLY RIGHT-OF-WAY OF
 PEAVY DRIVE = 893.31 (M.C.V.D. OF 1929)
 ELEVATION = 893.31 (M.C.V.D. OF 1929)

NOTES:

PROPERTY SUBJECT TO ALL EASEMENTS OF RECORD
 AS SET FORTH IN SCHEDULE "B" - SECTION II OF THE
 TITLE INSURANCE POLICY - DATED NOVEMBER 6,
 2001 AT 8:00 A.M. (REVISION "B"), DATED
 DECEMBER 21, 2009, ISSUED BY METROPOLITAN
 TITLE COMPANY OF BRIGHTON, MICHIGAN AND
 GUARANTEED BY FIRST AMERICAN TITLE INSURANCE
 COMPANY, 1500 WEST BRADEN, INDIANAPOLIS, INDIANA
 46188. COMMITMENT NO. C17-409331L

ALL ROADS ARE PRIVATE AND PROPOSED TO BE
 MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 SEE COMPOSITE PLAN (SHEET 2) FOR FUTURE
 EXPANSION AREAS.

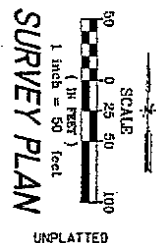
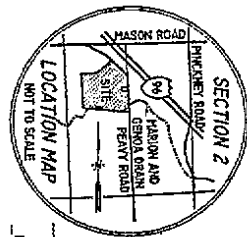
THE ENTIRE GENERAL COMMON ELEMENT OF THIS
 CONDOMINIUM IS EMPLOYED BY A PRIVATE
 EASEMENT FOR PUBLIC UTILITIES.

SURVEYOR'S CERTIFICATE

I, JOHN C. HAAS III, a Professional Surveyor of the
 State of Michigan, hereby certify:
 That the development plan known as "SUNBRIDGE
 CONDOMINIUM", Livingston County Condominium Subdivision
 Plan No. 123456, is based on the accompanying
 drawings, represents a survey on the ground under
 my direction.
 That there are no existing observable encroachments
 upon the lands and property herein described.
 That the required monuments and iron markers have
 been or will be located in the ground as required by rules
 promulgated under Section 142 of Act No. 59 of the
 Public Acts of 1978 (as amended) within one year from the
 date of the Exhibit "B" recordation.
 That the accuracy of this survey is within the limits
 required by the rules promulgated under Section 142 of Act
 No. 59.
 That the bearings, as shown, are noted on the survey
 plans as required by the rules promulgated under
 Section 142 of Act No. 59 of the Public Acts of 1978.



JOHN C. HAAS III
 PROFESSIONAL SURVEYOR No. 47198
 OCTOBER 23, 2002
 PROPOSED DATED
 SHEET 7



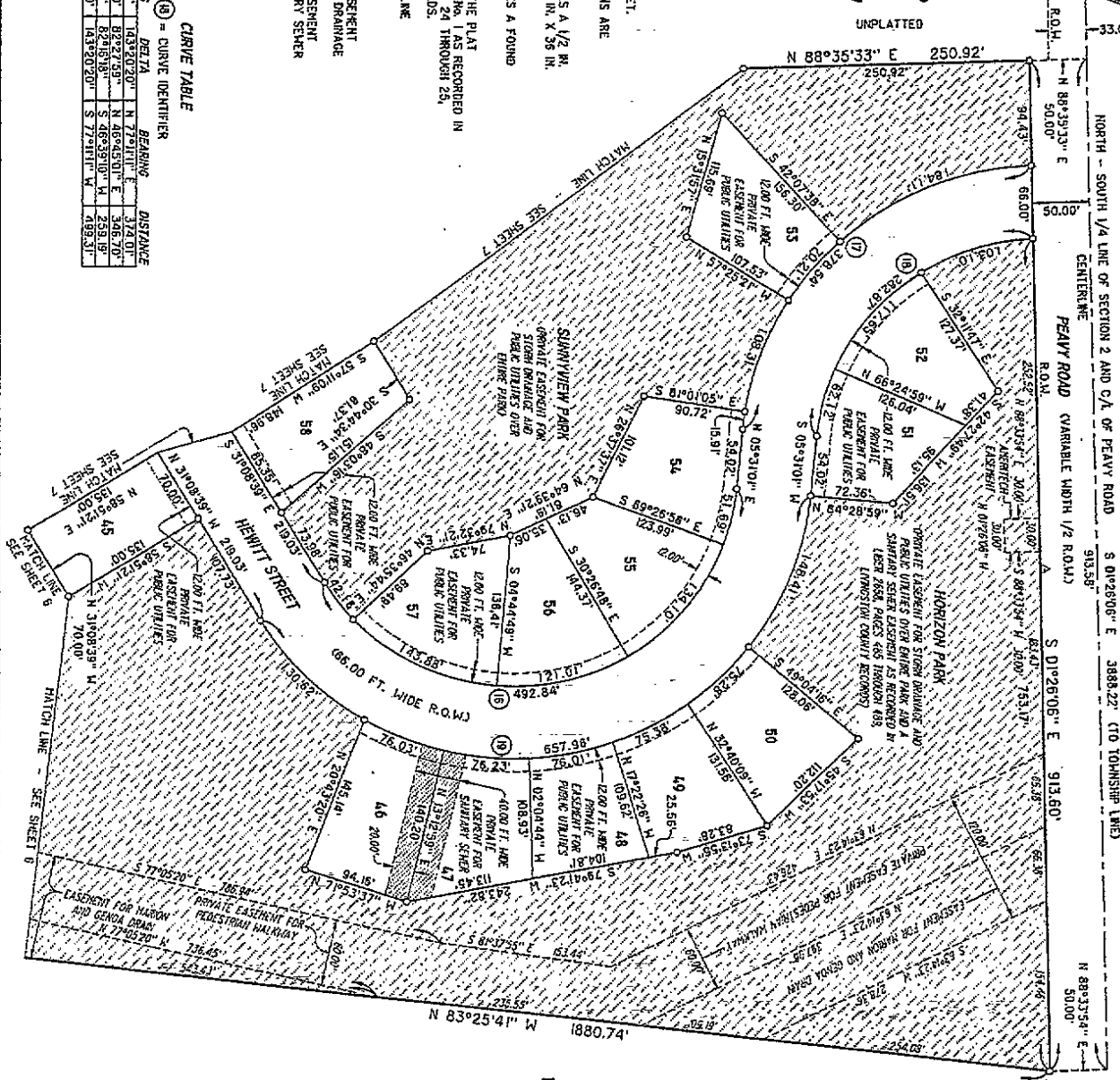
LEGEND

- ALL DIMENSIONS ARE IN FEET.
- ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.
- THE SYMBOL "O" INDICATES A 1/2 IN. ROD ROD ENCASED IN A 4 IN. X 36 IN. CONCRETE MONUMENT.
- THE SYMBOL "X" INDICATES A FOUND CONCRETE MONUMENT.
- BEARINGS ARE BASED ON THE PLAT OF PEAVY ROAD ESTATES NO. 1 AS RECORDED IN LIBER 13 OF PLATS, PAGES 24 THROUGH 29, LIVINGSTON COUNTY RECORDS.
- BOUNDARY LINE
- EASEMENT
- PRIVATE EASEMENT FOR STORM DRAINAGE
- PRIVATE EASEMENT FOR SANITARY SEWER

CURVE TABLE

(B) = CURVE IDENTIFIER

NO.	LENGTH	PC	PT	BEARING	DISTANCE
1	492.84'	197.00'	143°50'20"	N 77°11'11" E	374.07'
2	378.54'	263.00'	82°21'53"	N 46°45'10" E	306.70'
3	282.87'	197.00'	82°18'18"	S 46°35'10" W	259.19'
4	657.86'	263.00'	143°50'20"	S 77°11'11" W	499.31'



DEVELOPER
MITCH HARRIS BUILDING COMPANY
211 NORTH FIRST STREET
BRIGHTON, MICHIGAN 48116
(810) 227-7838

SURVEYOR/ENGINEER
DESINE INC.
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48116-9463
(810) 227-9533

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

NOTES:

PROPERTY SUBJECT TO ALL EASEMENTS OF RECORD AS SET FORTH IN SCHEDULE "B", SECTION II OF THE TITLE INSURANCE POLICY - DATED NOVEMBER 6, 2001 AT 8:00 A.M. (REVISION "B" DATED DECEMBER 21, 2001), ISSUED BY HERITAGE/OLYMPIAN TITLE COMPANY OF BRIGHTON, MICHIGAN AND UNDERWRITTEN BY FIRST AMERICAN TITLE INSURANCE COMPANY, 1800 WEST BIG BEAVER, TROY, MICHIGAN 48069, COMMITMENT NO. CH-405311.

ALL ROADS ARE PRIVATE AND PROPOSED TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. SEE COMPOSITE PLAN (SHEET 2) FOR FUTURE EXPANSION AREAS.

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

SURVEYOR'S CERTIFICATE

I, JOHN C. HAAS III, a Professional Surveyor of the State of Michigan, hereby certify that the development plan known as "SUNRIDGE CONDOMINIUM", Livingston County Condominium Subdivision Plan No. X, as shown on the accompanying drawings, represents a survey on the ground made under my direction.

That there are no existing observable encroachments upon the lands and property herein described.

That the required monuments and iron markers have been placed in the ground as required by rules promulgated by the State of Michigan, 1978 (as amended), within one year from the date of the Exhibit "B" recordation.

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

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



CIVIL ENGINEERS AND SURVEYORS
2110 S. PLESS DRIVE
BRIGHTON, MICHIGAN 48116

(810) 227-9533

JOHN C. HAAS III
PROFESSIONAL SURVEYOR NO. 47198

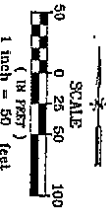
OCTOBER 23, 2002

PROPOSED DATED

SHEET 8

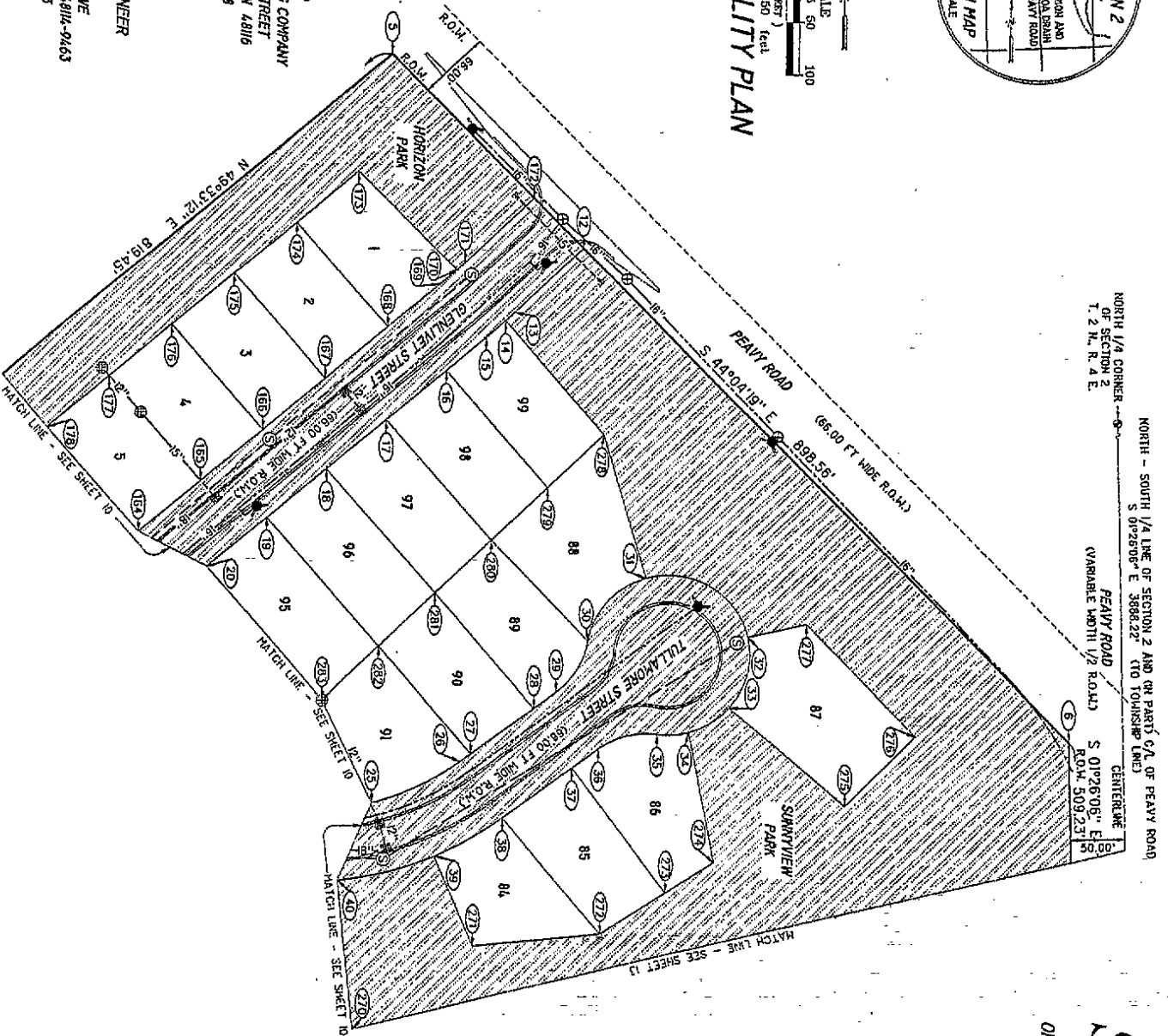


SITE & UTILITY PLAN



DEVELOPER
HITCH HARRIS BUILDING COMPANY
 211 NORTH FIRST STREET
 BRIGHTON, MICHIGAN 48106
 (810) 227-7838

SURVEYOR/ENGINEER
DESIGN INC.
 2183 PLESS DRIVE
 BRIGHTON, MICHIGAN 48114-9463
 (810) 227-9553



NORTH - SOUTH 1/4 CORNER OF SECTION 2 AND ON PART C/L OF PEAVY ROAD
 S 0°28'08" E 3888.22' (TO TOWNSHIP LINE)
 PEAVY ROAD
 VARIABLE WIDTH 1/2 R.O.W.
 CENTERLINE
 S 01°26'08" E 509.23'
 R.O.W. 509.23'

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

NOTES

SANITARY SEWERS, STORM SEWERS, WATER MAIN AND
 ROADS MUST BE BUILT.
 SANITARY SEWERS, STORM SEWERS, WATER MAINS AND
 ROADS PER PLANS BY DESHNE INC. ON FILE WITH MARION
 TOWNSHIP.

LEGEND

- ⑤ SANITARY SEWER MANHOLE
- SANITARY SEWER (8" PIPE DIAMETER TYP.)
- STORM DRAIN CONTROL STRUCTURE
- FLARED END SECTION
- ⊕ YARD BASIN
- ⊕ CATCH BASIN
- ⑩ STORM DRAIN MANHOLE
- STORM DRAIN (8" PIPE DIAMETER TYP.)
- ⊕ FIRE HYDRANT
- ⊗ GATE VALVE
- WATER MAIN (8" PIPE DIAMETER TYP.)
- ROAD CURB
- BOUNDARY LINE
- ⊕ COORDINATE POINTS

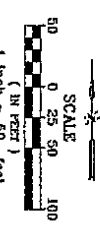
LIMITS OF OWNERSHIP
 GENERAL COMMON ELEMENT



DESIGN INC.
 (810) 227-9553
 CIVIL ENGINEERS
 2183 PLESS DRIVE
 BRIGHTON, MICHIGAN 48114

JOHN C. THOMAS III
 PROFESSIONAL SURVEYOR No. 47198

OCTOBER 23, 2002
 PROPOSED DATED
 SHEET 9



SITE & UTILITY PLAN

SURVEYOR/ENGINEER
DESINE INC.
2183 FLESS DRIVE
BRIGHTON, MICHIGAN 48116-9463
(810) 227-9533

DEVELOPER
HITCH HARBOR BUILDING COMPANY
211 NORTH FIRST STREET
BRIGHTON, MICHIGAN 48116
(810) 229-7638

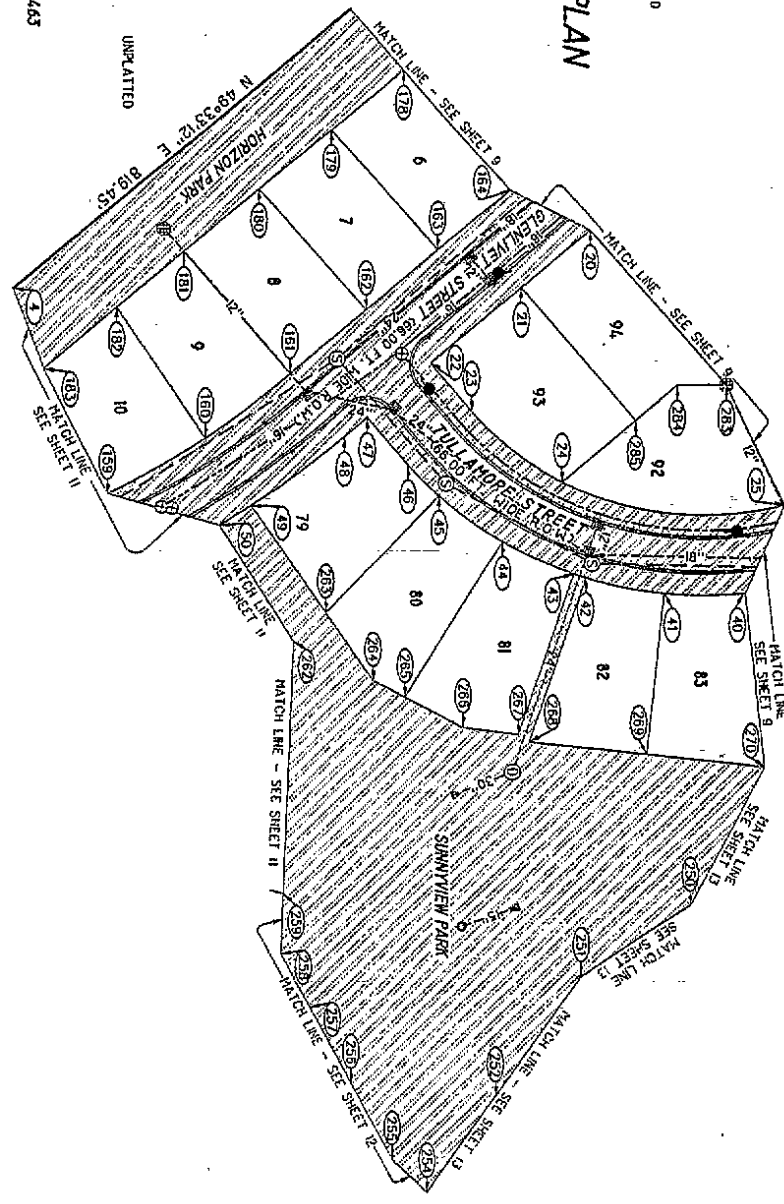


EXHIBIT 'B' TO THE MASTER DEED OF SUNBRIDGE CONDOMINIUM A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF FRACTIONAL SECTION 2, TOWN 2 NORTH, RANGE 4 EAST MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

NOTES

- SANITARY SEWERS, STORM SEWERS, WATER MAIN AND ROADS MUST BE BUILT.
- SANITARY SEWERS, STORM SEWERS, WATER MAINS AND ROADS PER PLANS BY DESINE INC. ON FILE WITH MARION TOWNSHIP.

LEGEND

- ⑤ SANITARY SEWER MANHOLE
- SANITARY SEWER (6" PIPE DIAMETER TYP.)
- STORM DRAIN CONTROL STRUCTURE
- FLARED END SECTION
- ⊕ YARD BASIN
- ⊕ CATCH BASIN
- ① STORM DRAIN MANHOLE
- STORM DRAIN PIPE 18" PIPE DIAMETER
- ⊕ FIRE HYDRANT
- ⊕ GATE VALVE
- WATER MAIN (6" PIPE DIAMETER TYP.)
- ROAD CURB
- BOUNDARY LINE
- COORDINATE POINTS

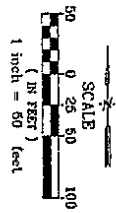
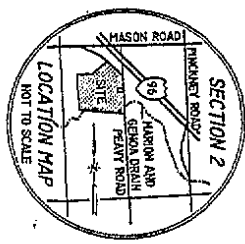
GENERAL COMMON ELEMENT
LIMITS OF OWNERSHIP



DESINE INC.
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 FLESS DRIVE
BRIGHTON, MICHIGAN 48116

John G. Haas
JOHN G. HAAS JR.
PROFESSIONAL SURVEYOR No. 47198
OCTOBER 23, 2002
PROPOSED DATED

SHEET 10



SITE & UTILITY PLAN

DEVELOPER
 HITCH HARRIS BUILDING COMPANY
 211 NORTH FIRST STREET
 BRIGHTON, MICHIGAN 48116
 (810) 229-7838

SURVEYOR/ENGINEER
 DESHE INC.
 2803 PLESS DRIVE
 BRIGHTON, MICHIGAN 48114-9465
 (810) 227-9533

UNPLATTED

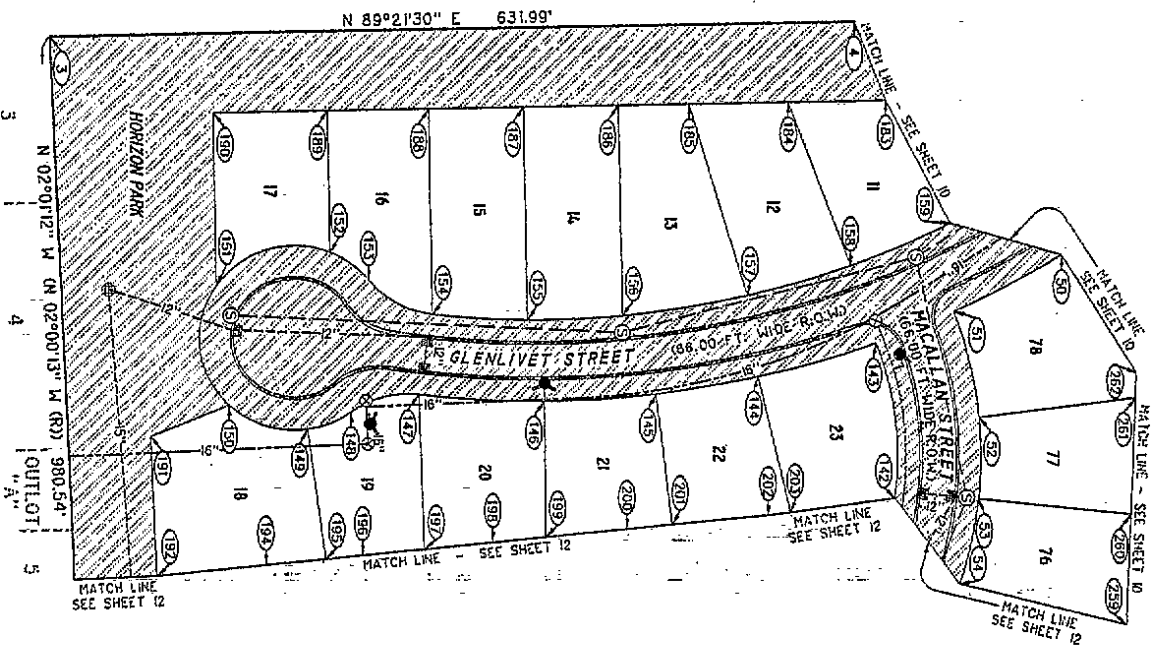


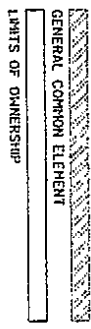
EXHIBIT B* TO THE MASTER DEED OF **SUNBRIDGE CONDOMINIUM** A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF FRACTIONAL SECTION 2, TOWN 2 NORTH, RANGE 4 EAST MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

NOTES

SANITARY SEWERS, STORM SEWERS, WATER MAIN AND
 ROADS MUST BE BUILT.
 SANITARY SEWERS, STORM SEWERS, WATER MAINS AND
 ROADS PER PLANS BY DESHE INC. ON FILE WITH MARION
 TOWNSHIP.

LEGEND

- ⑤ SANITARY SEWER MANHOLE
- SANITARY SEWER (8" PIPE DIAMETER TYP.)
- STORM DRAIN CONTROL STRUCTURE
- ELATED END SECTION
- ④ YARD BASIN
- ⑤ CATCH BASIN
- ⑦ STORM DRAIN MANHOLE
- STORM DRAIN PIPE 14" PIPE DIAMETER
- FIRE HYDRANT
- GATE VALVE
- WATER MAIN (8" PIPE DIAMETER TYP.)
- ROAD CURB
- BOUNDARY LINE
- COORDINATE POINTS



FORCROFT
 LIBER 23 OF PLATS, PAGES 24-27

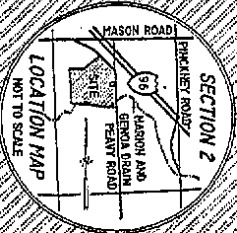
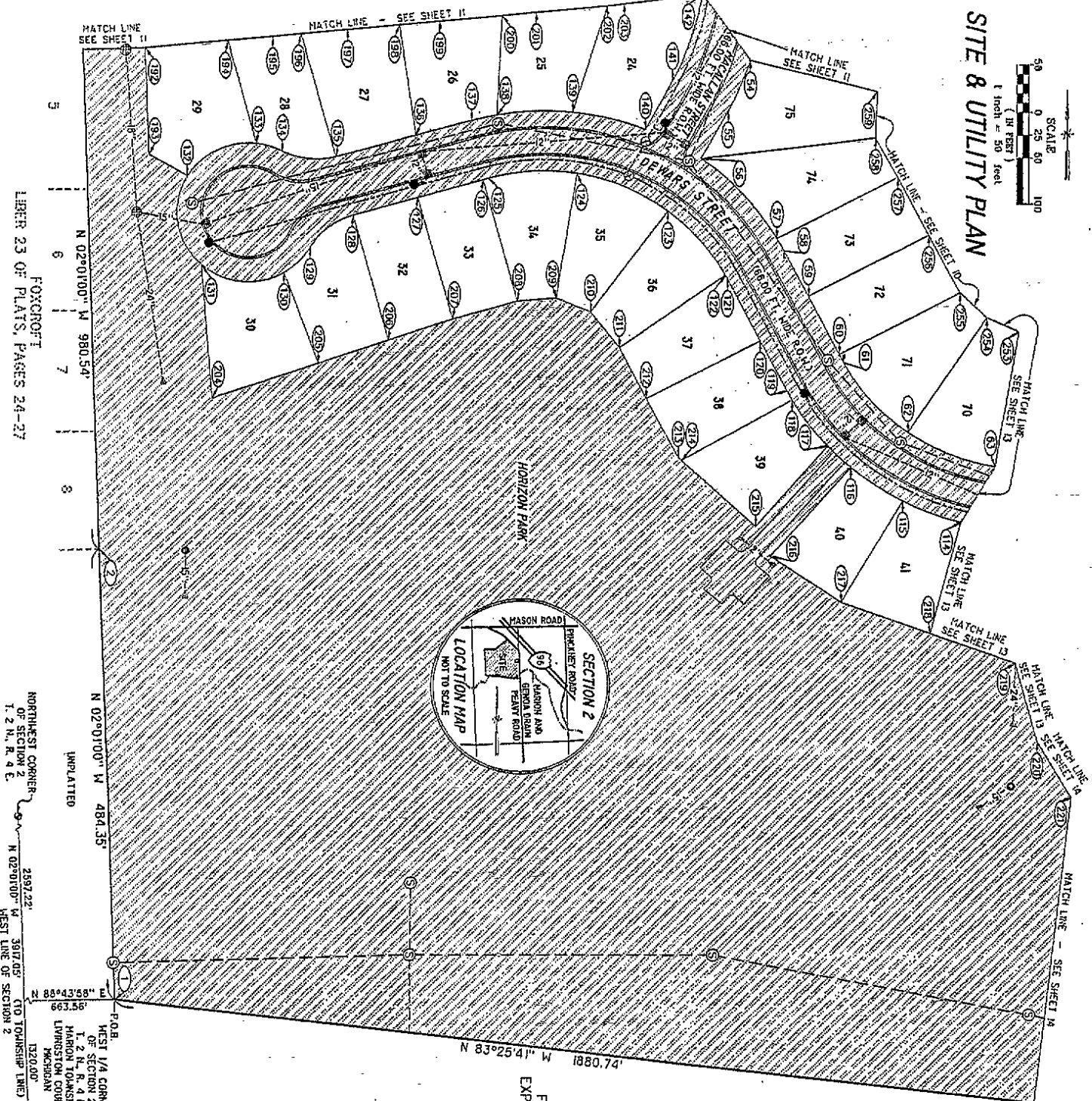
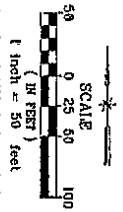
John C. Haas III
 (810) 227-9533
 CIVIL ENGINEERS
 LAND SURVEYORS
 2183 PLESS DRIVE
 BRIGHTON, MICHIGAN 48114

OCTOBER 23, 2002
 PROPOSED DATED

JOHN C. HAAS III
 PROFESSIONAL SURVEYOR No. 47198

SHEET 11

SITE & UTILITY PLAN



FUTURE
EXPANDABLE
AREA

LEGEND

- SANITARY SEWER (8" PIPE DIAMETER TYP.)
- STORM DRAIN CONTROL STRUCTURE
- PLACED END SECTION
- YARD BASIN
- CATCH BASIN
- STORM DRAIN MANHOLE
- STORM DRAIN PIPE 14" PIPE DIAMETER
- FIRE HYDRANT
- GATE VALVE
- WATER MAIN (8" PIPE DIAMETER TYP.)
- ROAD CURB
- BOUNDARY LINE
- COORDINATE POINTS

GENERAL COMMON ELEMENT
LIMITS OF OWNERSHIP

NOTES

SANITARY SEWERS, STORM SEWERS, WATER MAIN AND
ROADS MUST BE BUILT.
SANITARY SEWERS, STORM SEWERS, WATER MAINS AND
ROADS PER PLANS BY DESINE INC. ON FILE WITH HARRISON
TOWNSHIP.

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

DEVELOPER
HITCH HARRIS BUILDING COMPANY
211 NORTH FIRST STREET
BRIGHTON, MICHIGAN 48116
(810) 227-7838

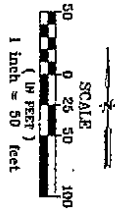
SURVEYOR/ENGINEER
DESINE INC.
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114-9465
(810) 227-9533

NORTHWEST CORNER
OF SECTION 2
1. 2 N., R. 4 E.
N 02°01'00" W 980.54'
N 02°01'00" W 484.35'
IMPLANTED
2597.22'
3017.03' (TO TOWNSHIP LINE)
WEST LINE OF SECTION 2
1320.00'
POINT
1. 2 N., R. 4 E.
HARRISON TOWNSHIP
LIVINGSTON COUNTY
MICHIGAN

DESINE INC.
18410 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

OCTOBER 23, 2002
PROPOSED DATED
JOHN C. HAAS III
PROFESSIONAL SURVEYOR No. 47198
SHEET 12





SITE & UTILITY PLAN

SURVEYOR/ENGINEER
DESIGN INC.
 2085 PLESS DRIVE
 BRIGHTON, MICHIGAN 48114-9443
 (810) 227-9533

DEVELOPER
 HITCH HARRIS BUILDING COMPANY
 211 NORTH FIRST STREET
 BRIGHTON, MICHIGAN 48116
 (810) 229-7838

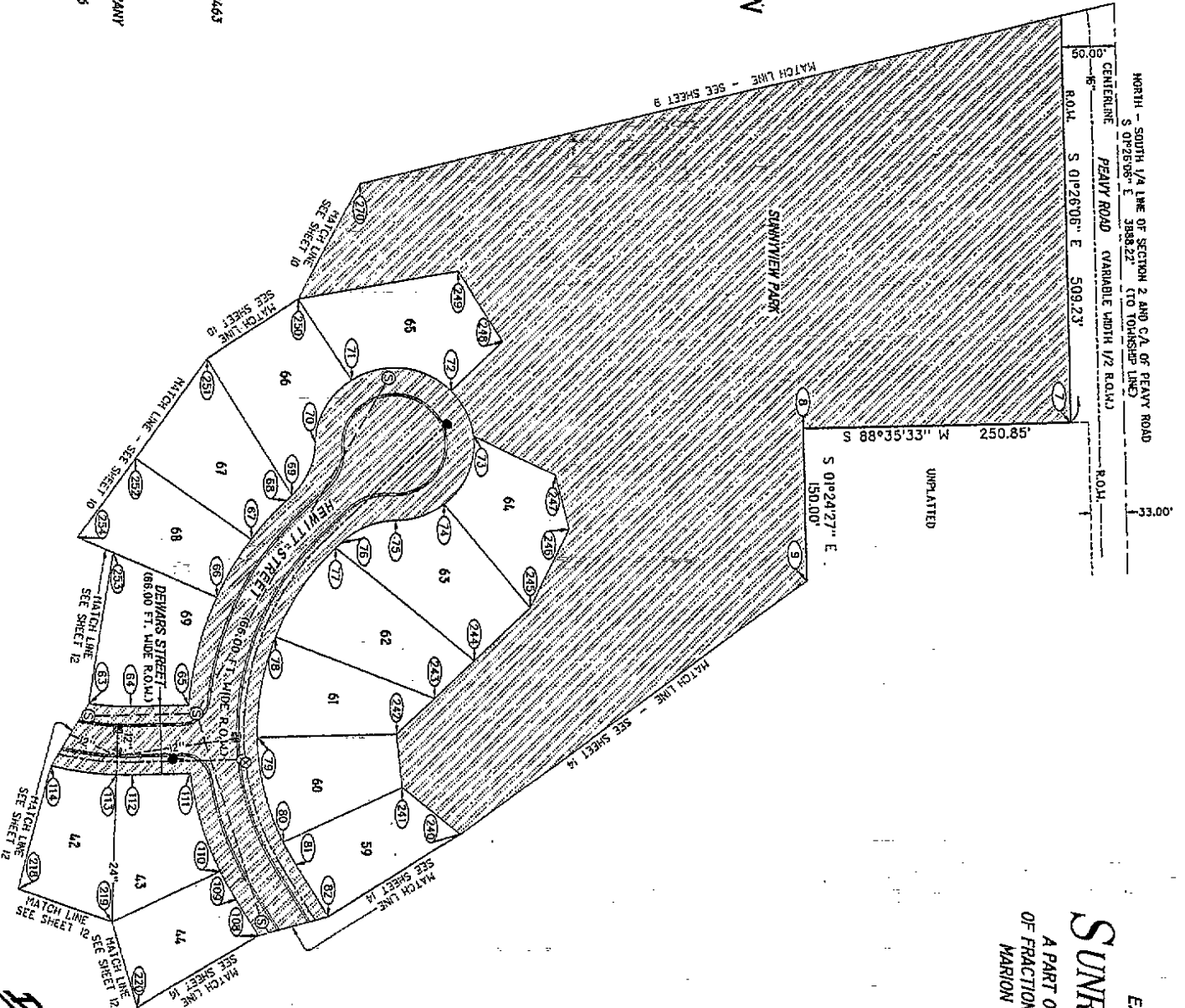


EXHIBIT 'B' TO THE MASTER DEED OF **SUNBRIDGE CONDOMINIUM** A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF FRACTIONAL SECTION 2, TOWN 2 NORTH, RANGE 4 EAST MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

NOTES

SANITARY SEWERS, STORM SEWERS, WATER MAIN AND
 ROADS MUST BE B.M.T.
 SANITARY SEWERS, STORM SEWERS, WATER MAINS AND
 ROADS PER PLANS BY DESIGN INC. ON FILE WITH MARION
 TOWNSHIP.

LEGEND

- ⑤ SANITARY SEWER MANHOLE
- SANITARY SEWER (8" PIPE DIAMETER TYP.)
- STORM DRAIN CONTROL STRUCTURE
- FLARED END SECTION
- ⊕ YARD BASH
- ⊕ CATCH BASIN
- ⊕ STORM DRAIN MANHOLE
- STORM DRAIN PIPE (4" PIPE DIAMETER)
- ⊕ FIRE HYDRANT
- ⊕ GATE VALVE
- WATER MAIN (8" PIPE DIAMETER TYP.)
- ROAD CURB
- BOUNDARY LINE
- COORDINATE POINTS

LIMITS OF OWNERSHIP



(810) 227-9533
 CIVIL ENGINEER
 LAND SURVEYORS
 2183 PLESS DRIVE
 BRIGHTON, MICHIGAN 48114

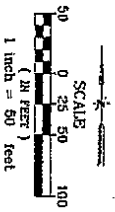
OCTOBER 23, 2002
 PROPOSED DATED

JOHN C. HAAS JR.
 PROFESSIONAL SURVEYOR No. 47198

SHEET 13

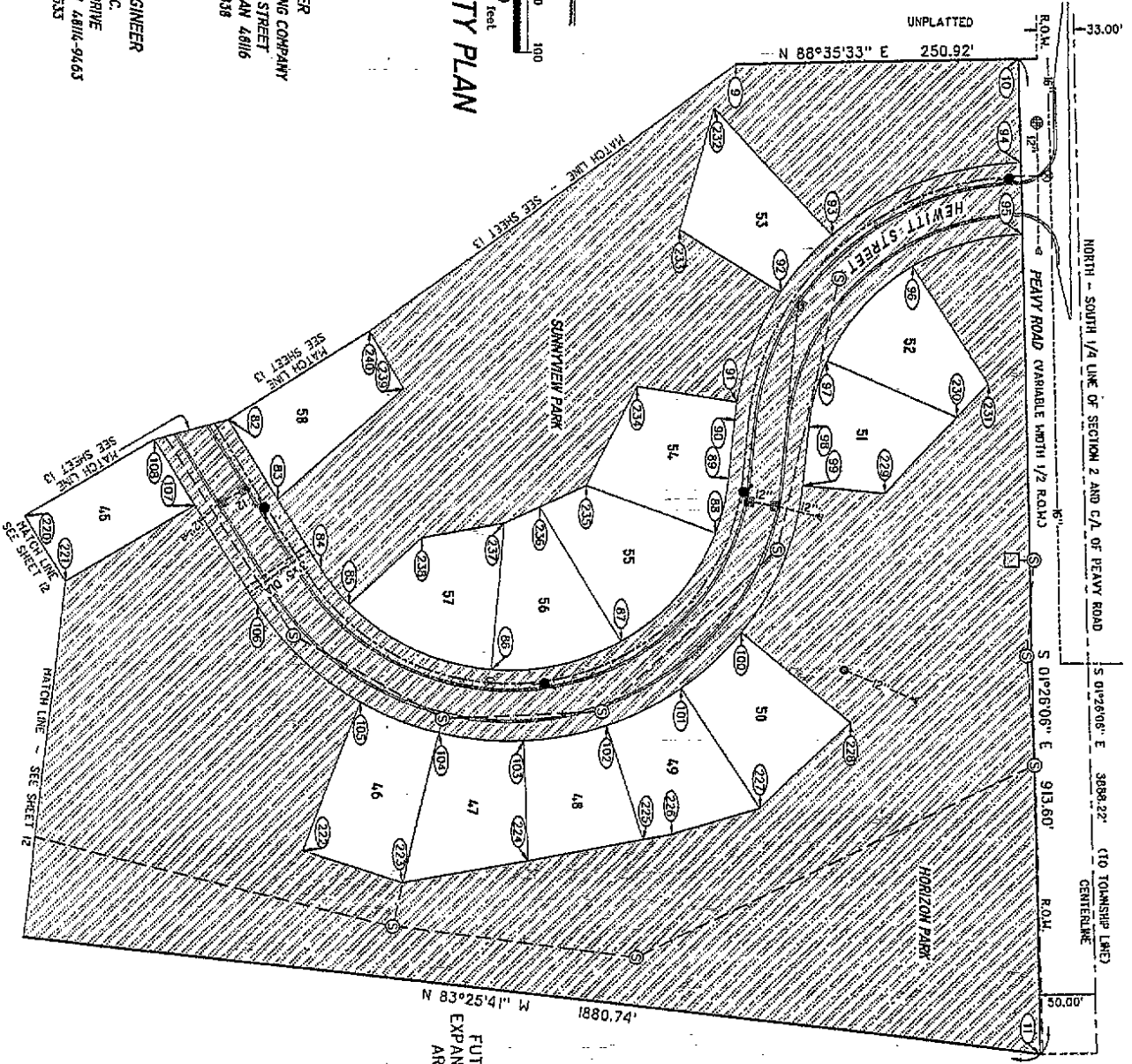


SITE & UTILITY PLAN



DEVELOPER
 MITCH HARRIS BUILDING COMPANY
 211 NORTH FIRST STREET
 BRIGHTON, MICHIGAN 48116
 (810) 227-7838

SURVEYOR/ENGINEER
 DESINE INC.
 2183 PLEISS DRIVE
 BRIGHTON, MICHIGAN 48116-9463
 (810) 227-9533



FUTURE
 EXPANDABLE
 AREA

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

EXHIBIT 'B' TO THE MASTER DEED OF

NOTES

SANITARY SEWERS, STORM SEWERS, WATER MAIN AND
 ROADS MUST BE BUILT.
 SANITARY SEWERS, STORM SEWERS, WATER MAINS AND
 ROADS PER PLANS BY DESINE INC. ON FILE WITH MARION
 TOWNSHIP.

LEGEND

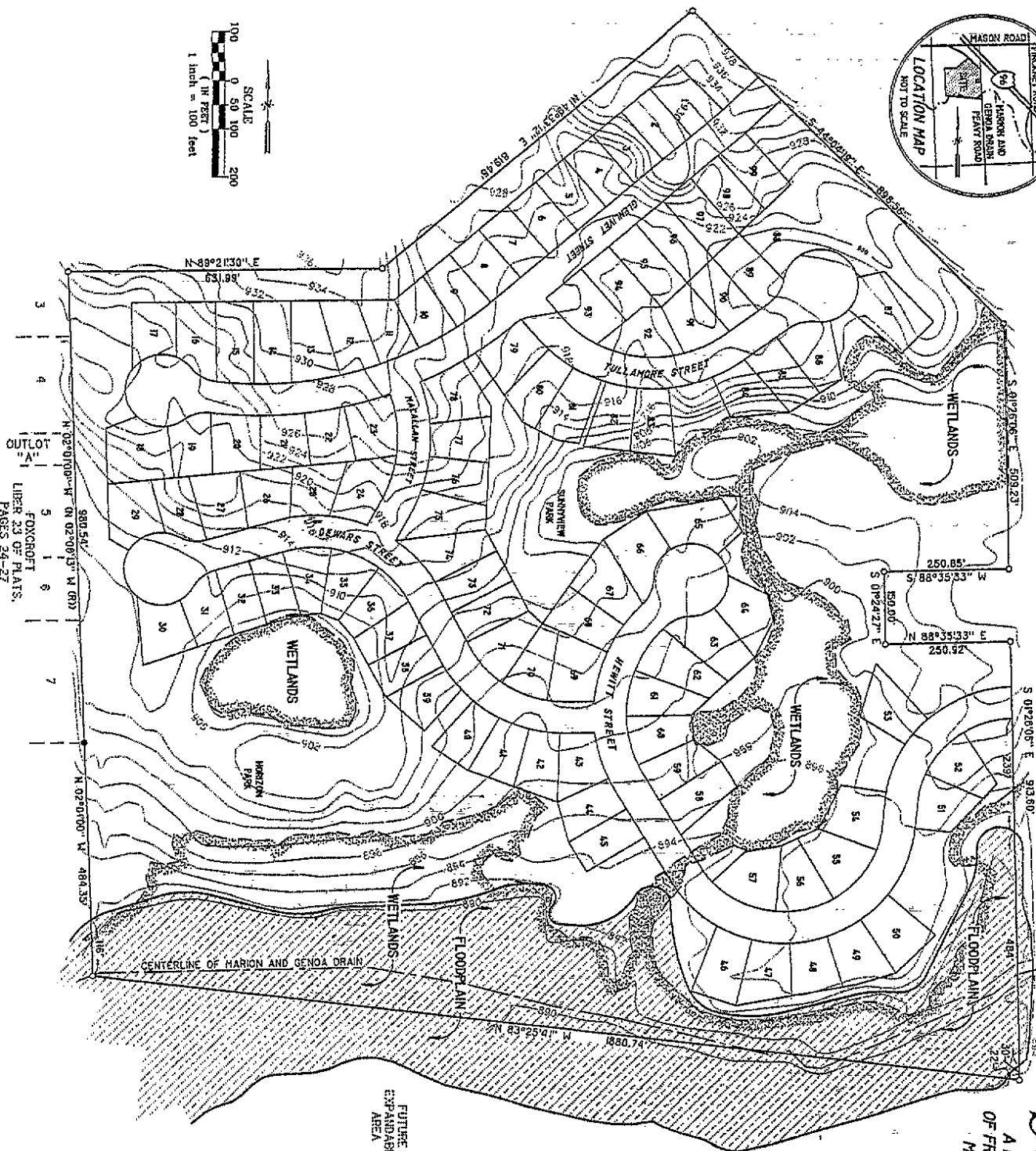
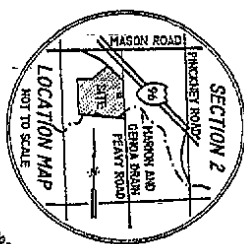
- SANITARY SEWER MANHOLE
- SANITARY SEWER (8" PIPE DIAMETER TYP.)
- STORM DRAIN CONTROL STRUCTURE
- FLARED END SECTION
- YARD BASIN
- CATCH BASIN
- STORM DRAIN MANHOLE
- STORM DRAIN PIPE 18" PIPE DIAMETER
- FREE HYDRANT
- GATE VALVE
- WATER MAIN (8" PIPE DIAMETER TYP.)
- ROAD CURB
- BOUNDARY LINE
- COORDINATE POINTS
- GENERAL COMMON ELEMENT
- LIMITS OF OWNERSHIP



JOHN C. HAAS III
 PROFESSIONAL SURVEYOR No. 47198

OCTOBER 23, 2002
 PROPOSED DATED

SHEET 14



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

EXHIBIT B* TO THE MASTER DEED OF

FLOODPLAIN PLAN

DEVELOPER
 MITCH HARRIS BUILDING COMPANY
 211 NORTH FIRST STREET
 BRIGHTON, MICHIGAN 48116
 (810) 227-7638

SURVEYOR/ENGINEER
 DESINE INC.
 2183 PLESS DRIVE
 BRIGHTON, MICHIGAN 48116-9653
 (810) 227-9533

NOTES
 ALL DIMENSIONS ARE IN FEET.
 THE SYMBOL "O" INDICATES A 1/2 IN.
 IRON ROD ENCASED IN A 4 IN. X 36 IN.
 CONCRETE MONUMENT.
 THE SYMBOL "X" INDICATES A FOUND
 CONCRETE MONUMENT.

- LEGEND**
- BOUNDARY LINE
 - EDGE OF WETLANDS AS DETERMINED BY KING & MAGREGOR ENVIRONMENTAL, INC.
 - AREA OF 100 YEAR FLOOD PLAN AS DETERMINED BY MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
 - CENTERLINE OF MARION AND GENOA DRAIN AS DETERMINED BY DESINE INC
 - 2 FOOT CONTOUR LINE
 - 10 FOOT CONTOUR LINE



DESINE INC.
 CIVIL ENGINEERS
 LAND SURVEYORS
 2183 PLESS DRIVE
 BRIGHTON, MICHIGAN 48116
 (810) 227-9533
 JOHN C. HAAS III
 PROFESSIONAL SURVEYOR No. 47198
 OCTOBER 23, 2002
 PROPOSED DATED
 SHEET 15



DEVELOPER SURVEYOR/ENGINEER
HITCH HARRIS BUILDING COMPANY DESINE INC.
211 NORTH FIRST STREET 2187 FLEISS DRIVE
BRIGHTON, MICHIGAN 48116 BRIGHTON, MICHIGAN 48116-9466
(810) 229-7838 (810) 227-9533



JOHN C. HAAS III
PROFESSIONAL SURVEYOR NO. 47198

OCTOBER 23, 2002

PROPOSED DATED

SHEET 10

(810) 227-9553
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

LIBER 4 0 5 5 PAGE 0 7 1 8

EXHIBIT "C"

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

SUNRIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION

ID NUMBER: 769526

received by facsimile transmission on January 4, 2002 is hereby endorsed

Filed on January 7, 2002 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 7th day of January, 2002.

, Director

Bureau of Commercial Services

STATE OF MICHIGAN
DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU
CORPORATION DIVISION

ARTICLES OF INCORPORATION OF
SUNRIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION

These articles of incorporation are signed by the incorporator to form a Nonprofit Corporation under Michigan's Nonprofit Corporation Act, MCLA 450.2101 et seq., MSA 21.197(101) et seq.

ARTICLE I

The name of the corporation is SUNRIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION.

ARTICLE II

The purposes for which the corporation is formed are to provide an entity pursuant to the Michigan Condominium Act, MCLA 559.101 et seq., MSA 26.50(101) et seq., for the operation of condominium property in Livingston County, Michigan, and, in furtherance of this operation,

1. To maintain, operate, and manage the common elements and improvements;
2. To levy and collect assessments from members to defray the costs, expenses, and losses of the condominium;
3. To employ personnel, to contract for the maintenance, administration, and management of the condominium, and to delegate necessary powers and duties to such personnel;
4. To purchase insurance on the common elements of the condominium and to collect and allocate the proceeds;
5. To make and enforce reasonable rules and regulations concerning the use of the condominium property in furtherance of the master deed and bylaws;
6. To authorize and approve the signing of contracts, deeds, and easements affecting the common elements; and
7. In general, to carry on any other business in connection with these purposes, with all the powers conferred on nonprofit corporations by Michigan law.

Article II - continued

All funds and the titles to all properties acquired by the corporation and their proceeds shall be held in trust for the members in accordance with the provisions of the bylaws of the association.

ARTICLE III

The address of the registered office is 211 North First Street, Brighton, Michigan 48116.

The mailing address of the registered office is 211 North First Street, Brighton, Michigan 48116.

The name of the resident agent at the registered office is Mitch Harris.

ARTICLE IV

The corporation is organized on a non-stock basis. The corporation has no real property or personal property and the value of its assets is "none".

The corporation is to be financed by the assessment of members to defray the costs and expenses incurred by the Condominium Association.

ARTICLE V

The name and address of the incorporator is as follows:

<u>Name</u>	<u>Residence or Business Address</u>
Richard A. Heikkinen	110 North Michigan Avenue Howell, Michigan 48843

ARTICLE VI

The name and address of the member of the first board of directors is as follows:

<u>Name</u>	<u>Residence or Business Address</u>
Mitch Harris	211 North First Street Brighton, Michigan 48116

ARTICLE VII

The term of the corporation shall be perpetual.

ARTICLE VIII

The corporation is organized on a membership basis, and each co-owner of record of a unit in the condominium, including the developer until all units have been sold, shall be a member of the corporation. Membership shall not be assigned, pledged, encumbered, or transferred in any manner except as an appurtenance of a unit. The directors named in these articles shall also be members of the corporation until their successors have been elected and qualified.

Each member of the corporation shall be entitled to one vote, the value and the manner of exercise of which are to be determined in accordance with the bylaws of the corporation.

ARTICLE IX

Any action required or permitted by the Michigan Non-Profit Corporation Act to be taken at an annual or special meeting of members may be taken without a meeting, without prior notice, and without a vote if the number of members with the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all members entitled to vote were present and voted consent to the action in writing. Prompt notice of the taking of corporate action without a meeting by less than unanimous consent shall be given to members who have not consented in writing.

ARTICLE X

No contract or other transaction between this corporation and any other corporation, firm, or association shall be subject to cancellation (other than as provided by MCLA 559.101 et seq., MSA 26.50(101) et seq.) because one or more of the directors or officers of the corporation are interested in or are directors or officers of the other corporation, firm, or association. Any individual director or officer may be a party to or may be interested in any contract or transaction of the corporation. However, the contract or other transaction must be fair and reasonable to the corporation when it is authorized, approved, or ratified, and the individual must disclose the material facts about the relationship or interest to the board or committee before it authorizes, approves, or ratifies the contract or transaction by a sufficient vote that does not include the vote of the interested director or officer. Any person who becomes a director or an officer of the corporation is relieved from any liability that might otherwise exist from contracting with the corporation for the benefit of that person or any firm, association, or corporation in which the person is otherwise interested in as stated in this article.

ARTICLE XI

The members of the board shall be volunteer directors within the meaning of 1987 PA 170 (codified as amended in scattered sections of MCLA Chapter 450). A volunteer director shall not be personally liable to the corporation or to its members for monetary damages for a breach of the director's fiduciary duty arising under applicable law. However, this article shall not eliminate or limit the liability of a director for any of the following:

1. A breach of the director's duty of loyalty to the corporation or its members.
2. Acts or omissions not in good faith or that involve intentional misconduct or knowing violation of law.
3. A violation of MCLA 450.2551(1), MSA 21.197(551)(1).
4. A transaction from which the director derived an improper personal benefit.
5. An act or omission that is grossly negligent.
6. An act or omission occurring before this document is filed.

A volunteer director shall be personally liable for monetary damages for a breach of fiduciary duty as a director to the corporation and its members to the extent stated in this article. Any repeal or modification of this article shall not adversely affect any right or protection of any volunteer director regarding any acts or omissions occurring before the repeal or modification.

ARTICLE XII

These articles may be amended only by an affirmative vote of at least two-thirds of the entire membership of the corporation. No amendment may change the qualifications for membership or the voting rights of members without the unanimous consent of the membership.

ARTICLE XIII

If the existence of the corporation is terminated for any reason, all assets of the corporation remaining after the payment of obligations imposed by applicable law shall be distributed among the members of the corporation according to each member's interest in the common elements of the project.

Dated: January 4, 2002

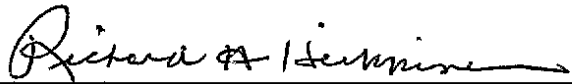

Richard A. Heikkinen
Incorporator

EXHIBIT "D"

TOWNSHIP OF MARION
 PLANNED UNIT DEVELOPMENT AGREEMENT
 SUNRIDGE CONDOMINIUM

THIS AGREEMENT is made as of the 28th day of July, 2003 by, between and among the Township of Marion, Livingston County, Michigan, herein called the "Township", the offices of which are located at 2877 West Coon Lake Road, Howell, Michigan 48843, Mitch Harris Building Company, Inc., a Michigan Corporation, with offices of which are located at 211 North First Street, Suite 100, Brighton, Michigan 48116, their successors and assigns, herein called the "Developer", and Sunridge Condominium Homeowners Association, a Michigan non-profit corporation, of 211 North First Street, Brighton, Michigan 48116, herein called the "Association",

WITNESSETH:

WHEREAS, Developer is the owner of land situate in the Township of Marion, County of Livingston, State of Michigan, described as:

- See Attached Rider "A" -

hereinafter sometimes referred to as the "Development", and

WHEREAS, Article XIIII "Planned Unit Development District" of the Marion Township Zoning Ordinance provides an optional method for residential development, and

WHEREAS, the Developer applied for approval under Section 13.04 of Article XIII for the Development and submitted the composite plan (the "Site Plan") required by Section 13.04 and after public hearing thereon, approval thereof was granted by the Township Board of the Township (hereinafter called the "Township Board") subject to all Township requirements and the execution of this Agreement; and

WHEREAS, the Developer wishes to develop the property described above and sell individual residential condominium building sites ("units") therein under the provisions of Article XIII, the Development to be established as a condominium project under Public Act 59 P.A. 1978, as amended (herein called the "Act") known as Sunridge Condominium according to the Master Deed thereof to be recorded in Livingston County Records, and

WHEREAS, various portions of the Common Elements of the Sunridge Condominium will constitute "Common Areas" and "Parks" (open space) under the approved Site Plan; and

WHEREAS, the Association has been established for the purposes of representing the owners of units in the Sunridge Condominium in

managing, maintaining and administering the Sunridge Condominium, including the Common Elements thereof, pursuant to the Act and the Sunridge Condominium Documents; and

WHEREAS, it is now necessary and desirable that the Developer, the Association and the Township enter into a binding contract relative to the particulars of the Development;

NOW, THEREFORE, in consideration of the approval of the Site Plan of Sunridge Condominium by the Township Board and of the mutual promises contained herein, the parties agree as follows:

1. Recording and Filing of Sunridge Condominium Master Deed. The Developer has, under the Act, prepared a Master Deed and Bylaws for Sunridge Condominium, a Livingston County Condominium Project. Said instruments are hereinafter collectively called the "Condominium Documents" and will be filed with the County of Livingston and the Sunridge Condominium Documents have been submitted to and reviewed by the Township Board. This Planned Unit Development Agreement will be recorded as Exhibit "D" to said Master Deed. The Developer shall develop and the Association shall maintain the Development in accordance with the Sunridge Condominium Documents, this Planned Unit Development Agreement and in accordance with the final Site Plan approved by the Township Board. No changes shall be made in the Sunridge Condominium Documents which are contrary to the Site Plan as approved by the Township nor shall any changes be made in this Planned Unit Development Agreement unless the Township also approves such changes in writing.

SPECIFIC TERMS OF DEVELOPMENT

2. Use of Common Areas and Parks in Accordance with Township Requirements. The Common Areas and Parks (open space) as shown on the Site Plan of the Development, may be used for such purposes as are permitted by the Developer in the Sunridge Condominium Documents, but no use of property within such areas shall violate any of the statutes of the State of Michigan or the ordinances of the Township or be in conflict with the provisions of this agreement or the approved Site Plan. Improvements which enhance the use of the park areas by the Co-owners shall be allowed subject to the review and approval of the Township and in compliance with the Township Zoning Ordinance.

3. Construction and Maintenance of Development and Common Areas and Park Improvements in Accordance with Township Requirements. Approval by the Township of this Development under Article XIII is conditioned upon the development, construction and maintenance of the Development in accordance with the Site Plan approved by the Township Planning Commission on April 4, 2002 and the Township Board on, July 11, 2002, said Site Plan being incorporated herein by reference; compliance with all specific conditions of said approval as set forth on the approved Site Plan and in the minutes of the Planning Commission and Township Board;

and compliance with all applicable ordinances of the Township and in accordance with the Sunridge Condominium Documents. Without limitation of the foregoing, the following applies to this Development:

- (a) The maximum number of Units proposed to be developed in three phases for the development is 338 resulting in a proposed density of approximately 1.42 units per acre. The Development is restricted to single-family residential purposes and permitted accessory uses thereto as set forth in applicable Township Ordinances and the Sunridge Condominium Documents.
- (b) It is the intention of the Developer to develop the Sunridge Condominium in three phases. The phasing will begin with the property North of the Marion-Genoa Drain followed by the property immediately South of the drain with the final phase being the property South of Peavy Road Estates No. 2. The tentative schedule is as follows:

PHASE I:

- (1) Timing of street and utility improvements from final approval to completion twelve (12) months after final approval.
- (2) Home building forty-eight (48) months.

PHASE II:

- (3) Timing of street and utility improvements from final approval to completion twelve (12) months after final approval of an amendment incorporating Phase II in the Master Deed.
- (4) Home building forty-eight (48) months.

PHASE III:

- (5) Timing of street and utility improvements from final approval to completion twelve (12) months after final approval of an amendment incorporating Phase III in the Master Deed.
- (6) Home building forty-eight (48) months.
- (c) Each phase of the development will have a park constructed by Developer as depicted in the approved site plan. In each phase the park improvements shall be completed prior to the time the 30th Land Use Permit is issued for house construction. The improvements to be made are as follows.

- i. Site grading and establishment of grass. The site shall include an area approximately 120 feet x 240 feet which is graded at 1.0% +/- to serve as an athletic field.
 - ii. Parking areas and drive shall be provided to include parking for a minimum of six cars. Parking areas to be paved with 3" of asphalt over 6" of gravel. No curbing will be required.
 - iii. A pavilion (approx. 16'x16') shall be provided on a 4 "concrete pad."
 - iv. A playscape for children shall be installed with sand cushion play area.
 - v. Landscaping of the play areas consisting of a minimum of 8 deciduous trees (2 1/2" caliper) 8 evergreen trees (min. 6' height) shall be installed.
 - vi. Two picnic tables shall be provided.
- (d) The Common Areas and Parks (open spaces) shall be installed and maintained in accordance with the approved final Site Plan. The Developer shall be responsible to remove from the parks and common areas all debris, excess dirt and building materials created or used during the construction of the parks and common areas.
 - (e) The Developer shall construct the sidewalks as depicted on the site plan fronting common areas as the adjoining residential units are constructed. Prior to the time that one-half of the Land Use Permit for house construction are issued in each phase all sidewalks fronting common areas shall be constructed. The homebuilder and/or unit owner shall be responsible for sidewalk construction in front of the individual unit. Sidewalks shall be constructed prior to issuance of a certificate of zoning ordinance compliance, weather permitting.
 - (f) A minimum of one street tree minimum 2 1/2 inch caliper shall be planted by the homebuilder/unit owner prior to issuance of a certificate of zoning ordinance compliance, weather permitting. Existing trees which are a minimum of 4 inch caliper shall meet this requirement. Should a tree die within one year of planting the Homebuilder/Unit Owner shall be responsible to replace the tree.

- (g) The minimum unit area shall be 9,100 square feet. No more than 3 Units in each phase shall be of minimum area. Setbacks shall be as follows:

Front yard setback: 30 feet
 Side yard setback: 10 feet
 Rear yard setback: 25 feet

Corner units shall maintain 30 feet setback from both streets. The rear yard location shall be as indicated on the site plan. Units located on a cul-de-sac shall have a minimum front yard setback of 25 feet. Buildings shall have a minimum setback of 90 feet from the perimeter of the project. Minimum lot width measured at the front setback line shall be 70 feet.

- (h) The covenants, grants of easement (including easements for public utilities) and other restrictions for the benefit of the Township as contained in the Master Deed submitted to and reviewed by the Township Board as set forth in paragraph 1 of this Agreement are hereby incorporated herein by reference.
- (i) It is acknowledged that had the Development not been approved as a residential development under Article XIII "Planned Unit Development District" of the Marion Township Zoning Ordinance, the regulations which would otherwise have been applicable to this property are those that are contained in the Township's Zoning Ordinance for Suburban Residential Districts.
- (j) The Developer will, prior to installation of infrastructure for the water supply for Phase III, request and consent to a special assessment district to be formed to extend the water to Phase III of the Sunridge development.
- (k) The parties acknowledge that this Development will create an extreme burden on existing Peavy Road and that there will be a need for a means to alleviate this burden. The Developer owns land that fronts on both Peavy Road and D-19 that Developer intends to develop in the future. To further the development and benefit of the land between Peavy Road and D-19, and to also benefit the land that will be the Sunridge PUD, the parties mutually agree that a road must be built at Developer's expense to connect Peavy Road and D-19.

The Developer shall propose and construct an offsite road prior to issuance of the 170th Land

Use Permit for home construction. The road shall extend from Peavy Road to D-19. If the road is not constructed prior to issuance of the 170th Land Use Permit for construction of single family dwellings then the Township shall not have any further obligation to issue land use permits until the road construction is completed. The road shall be a minimum of 31 feet back of curb to back of curb and shall have a cross section meeting the requirements of the Livingston County Road Commission. As soon as the location of the road is fixed and a curb cut is authorized by the MDOT and all required regulatory agencies on D-19 the Developer shall record with the Livingston County Register of Deeds a permanent easement describing the roadway. The Developer does hereby covenant and warrant that it is the owner of the property (identified by tax property tax code number 4710-02-400-015 and 4710-02-400-016) on which the road will be constructed. Further, the Developer covenants that it will not sell the subject property to a third party without giving notice that the road must be constructed according to the terms of this agreement.

- (l) The Developer shall provide bus stop benches as indicated on the site plan. In each phase the benches shall be provided prior to the issuance of the 30th Land Use Permit for construction of a home. The Master Deed shall note that bus stops shall be located as shown on the site plan.
- (m) The open space and general common elements are to be maintained by the association as indicated in the Master Deed.
- (n) The areas to be left in its natural state shall not be mowed and vegetation shall be allowed to grow. Noxious weeds and dead and/or diseased plant material may be removed. A walking path may be constructed within the natural areas with the exception of the South Phase within 90 feet of Peavy Road Estates No. 1 and Marion Heights.
- (o) No motorized vehicles (except motorized wheelchairs) shall be allowed within the general common areas except within the roadways/drives and parking areas.
- (p) Improvements which enhance the use of the open space by the association shall be allowed subject to review and approval of the Township Supervisor or his/her designee.

- (q) In each phase landscaping as depicted on the site plan located within common areas shall be completed prior to issuance of one-half of the Land Use Permit for residential unit construction.
- (r) The Developer agrees that it will direct construction traffic to use the paved portion of Peavy Road when necessary for ingress and egress to the development.

4. Marion Township Covenants.

- (a) The Township shall support the vacating of Outlots A and D of Peavy Road Estates No. 1 to facilitate the construction of the road extending from Peavy Road to D-19 and the Sunridge Phase III project as required herein. The Township shall not unreasonably delay the approval process for the road.
- (b) The Township shall reimburse the Developer for the oversizing of watermain within the development. (that is, the difference in cost between an 8 inch and 12 inch piping and appurtenances) which is installed at the written request of the Township.
- (c) The Township shall pay or reimburse the Developer for the cost of the 12 inch watermain necessary to connect the three Phases of Sunridge and the connection to the existing 12 inch watermain stubbed to Peavy Road through The Meadows Condominium.
- (d) The Township shall pay for the installation of watermain to be constructed between the phases and the ultimate connection to the 12 inch watermain, which was stubbed at Peavy Road (The Meadows Condominium project).
- (e) The Township agrees, in each phase that the Developer may construct up to four models prior to placement of the first course of asphalt. The first course of asphalt shall be installed in front of the models prior to the use of the structure as a model.
- (f) The Township agrees that the Developer may erect one temporary sale sign at each Phase. The sign shall not be erected until final site plan approval is granted for the specific phase. The sign shall be maintained by the Developer in a neat and professional manner. The sign shall be removed upon the closing of the sale of the model homes erected in the development. Signs may be double

faced but shall be no greater than 10 feet high and 32 square feet of area on each side.

GENERAL TERMS OF AGREEMENT

5. Failure of Developer or Association to Develop or Maintain Common Areas and Parks in Accordance with Township Requirements. In the event that the Developer shall fail to develop the Common Areas and Parks as depicted in the Site Plan in the manner set forth by the Township Board in its approval of the Site Plan or any amendments thereof, or if Developer, the Association or the successors or assigns of either of them shall, at any time, fail to maintain the Common Areas and Parks of the Development in reasonable order and condition as approved by the Township, the Township may serve written notice upon the Developer or the Association or the successors of either of them setting forth the manner in which there has been a failure to develop or maintain the Common Areas or Parks in reasonable condition and said notice shall include a demand that deficiencies be cured within a specified reasonable time, and further shall state the date and place of a hearing thereon before the Township Board or such other body or official to whom the Township Board shall delegate such responsibility which shall be held immediately after the time period specified for the curing of deficiencies. At such hearing, the Township Board or other body or official shall review the progress, if any, and may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be cured.

- (a) Right of Township Regarding Deficiencies. If the deficiencies set forth in the original notice or in the modifications thereof shall not be cured within said reasonable time or any extension thereof, the Township, in order to preserve the taxable values of the properties within Sunridge Condominium or to provide the required Common Areas or Open Spaces in the Development or to prevent such Common Areas or Parks from becoming a public nuisance may enter thereon and maintain the Parks for a reasonable period of time or may take such other similar action to cure the deficiency as may be just and reasonable. The maintenance of the Common Areas or Parks by the Township shall not constitute a taking or condemnation nor vest in the public any right to use the same. Before the expiration of the said time period, the Township may, upon its own initiative or upon the request of the Developer or the Association or the successors of them (herein called the "requesting parties"), conduct a hearing upon notice to the requesting parties at which hearing the requesting parties shall show cause why such maintenance or other action by the Township shall not, at the election of the Township, continue for a succeeding period of time. If the

Township shall determine that the Developer or the Association or the successors of either of them (herein called the "responsible party or parties") is/are ready and able to develop and/or maintain the Common Areas or Parks in a reasonable manner and/or condition, the Township shall cease to maintain them or cease such other action as applicable at the end of said time period. If the Township shall determine that the responsible party or parties is/are not ready and able to develop or maintain the Common Areas or Parks in a reasonable condition, the Township may, in its discretion, continue to maintain said Common Areas or Parks or continue to take such other action during a next succeeding time period, and subject to a similar hearing and determination, in subsequent time periods thereafter.

- (b) Collection of Costs of Curing Deficiencies by Tax Assessments Against the Development. The costs of such maintenance or other action, notices and hearing by the Township and such other procedures taken by the Township to enforce this agreement shall be paid by the responsible party or parties as defined in subparagraph (a) above and shall become a lien on the subject premises on a pro-rata basis to be assessed and collected as a special assessment on the next annual Township tax roll at the discretion of the Township or said costs may be billed directly to the responsible party or parties. If said costs are not paid by the responsible party or parties, the Township may sue to collect said costs and fees and if litigation commences, the responsible party or parties shall pay in addition to said costs all court costs and attorney fees. In all areas within the approved Development which have been developed in accordance with the requirements of the Township, the sole responsible party shall be the Association, and the Developer shall have no further responsibilities with respect to such part.
- (c) Withholding Land Use Permits. If the Developer defaults in its duties as described in paragraph 5. then the Township shall have the right to withhold issuance of Land Use Permits until such time as the default is cured by the Developer.

6. No Change in Common Areas or Open Spaces Use Without Township Approval. No changes affecting the use of the Common Areas or Open Spaces of the Development shall become effective until approved by the Township Board. Copies of all amendments of the proposed Site Plan shall be filed with the Township.

7. Agreement Binding: on Successors and Assigns. The parties hereto make this Agreement on behalf of themselves, their successors and assigns and the signers hereby warrant that they have the authority and capacity to make this Agreement. All references to Developer herein shall include any successor to the Developer who or which may act as Developer of the Sunridge Condominium or any part thereof. So long as Developer shall not violate any of the terms of this Agreement, it shall be relieved of further responsibilities hereunder upon the conveyance by it of the Development to a successor developer and/or to the co-owners of all Units in the Sunridge Condominium. This Agreement shall be recorded with the Livingston County Register of Deeds.

8. Modification. Any changes in the terms of this Agreement shall be evidenced by a written amendment to the Agreement that is signed by the parties.

The parties hereto have set their hands as of the day and date set forth at the outset of this Agreement.

TOWNSHIP OF MARION
a Michigan municipal corporation

By: Robert Hanvey
Robert Hanvey
Its: Supervisor

By: Myrna Schlittler
Myrna Schlittler
Its Clerk

MITCH HARRIS BUILDING COMPANY, INC.

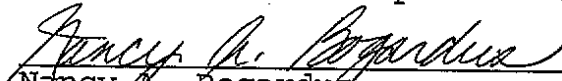
By: Mitch Harris
Mitch Harris
Its President

SUNRIDGE CONDOMINIUM HOMEOWNERS
ASSOCIATION

By: Mitch Harris
Mitch Harris
Its President

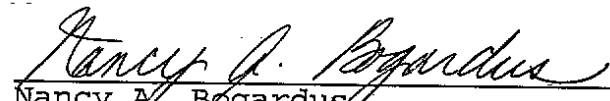
STATE OF MICHIGAN]
] ss.
 COUNTY OF LIVINGSTON]

The foregoing instrument was acknowledged before me this 28th day of July, 2003, by Robert Hanvey and Myrna Schlittler, the Supervisor and Clerk, respectively, of the Township of Marion, a Michigan municipal corporation, on behalf of said corporation.


 Nancy A. Bogardus
 Notary Public
 Livingston County, Michigan
 My commission expires: 6/26/04


STATE OF MICHIGAN]
] ss.
 COUNTY OF LIVINGSTON]

The foregoing instrument was acknowledged before me this 28th day of July, 2003 by Mitch Harris, President of Mitch Harris Building Company, Inc., a Michigan Corporation, on behalf of said corporation.


 Nancy A. Bogardus
 Notary Public
 Livingston County, Michigan
 My commission expires: 6/26/04

STATE OF MICHIGAN]
] ss.
 COUNTY OF LIVINGSTON]

The foregoing instrument was acknowledged before me this 28th day of July, 2003 by Mitch Harris, President of Sunridge Condominium Homeowners Association, a Michigan Non-Profit Corporation, on behalf of said corporation.


 Nancy A. Bogardus
 Notary Public
 Livingston County, Michigan
 My commission expires: 6/26/04

DRAFTED BY & RETURN TO:

Richard A. Heikkinen
 THE HEIKKINEN LAW FIRM, P.C.
 110 N. Michigan Avenue
 Howell MI 48843

RIDER "A"

AREA OF PHASE I OF SUNRIDGE CONDOMINIUM

Commencing at the West 1/4 corner of fractional Section 2, T2N, R4E, Marion Township, Livingston County, Michigan; thence North 02°01'07" West 1320.00 feet along the West line of said Section; thence North 88°43'58" East 663.62 feet to the Place of Beginning; thence North 02°01'12" West 484.88 feet; thence continuing North 02°01'12" West (recorded as North 02°00'13" West) 980.01 feet along the East line of "FOXCROFT" a subdivision as recorded in Liber 23 of Plats, pages 24 through 27, Livingston County Records; thence North 89°21'30" East 632.05 feet; thence North 49°33'12" East 819.45 feet; thence South 44°04'19" East 898.56 feet along the Southerly Right-of-Way of Peavy Road; thence South 01°26'06" East 509.23 feet along the Westerly Right-of-Way of Peavy Road; thence South 88°35'33" West 250.85 feet; thence South 01°24'27" East 150.00 feet; thence North 88°35'33" East 250.92 feet; thence South 01°26'06" East 913.60 feet along said Westerly Right-of-Way of Peavy Road; thence North 83°25'41" West 1880.74 feet to the Place of Beginning. Being a part of the Northwest 1/4 of Fractional Section 2, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Containing 73.66 acres of land, more or less. (Symbol * = degrees)

AREA OF FUTURE EXPANSION: (Phase II)

Commencing at the West 1/4 corner of fractional Section 2, T2N, R4E, Marion Township, Livingston County, Michigan; thence North 02°01'00" West 33.00 feet along the West line of said Section to the Place of Beginning; thence continuing North 02°01'00" West 1287.00 feet along said Section line; thence North 88°43'58" East 663.62 feet; thence South 83°25'41" East 1880.74 feet; thence South 01°26'06" East 1030.90 feet along the Westerly Right-of-Way of Peavy Road; thence South 88°44'42" West 2512.93 feet on a line parallel with and 33.00 feet North of the East-West 1/4 line of said Section to the Place of Beginning. Being a part of the Northwest 1/4 of fractional Section 2, T2N, R4E, Marion Township, Livingston County, Michigan. Containing 68.96 acres of land, more or less. Subject to and/or together with easements and restrictions of record, if any. (Symbol * = degrees)

AREA OF FUTURE EXPANSION: (Phase III)

Beginning at the Southwest corner of fractional Section 2, T2N, R4E, Marion Township, Livingston County, Michigan; thence North 01°57'50" West 2145.88 feet along the West line of said Section; thence along the Southerly line(s) of "PEAVY ROAD ESATES NO. 2" as recorded in Liber 14 of Plats, pages 43 through 45, Livingston County Records the following eight courses: North 83°49'44" East 216.82 feet (recorded as North 83°53' East 216.69 feet), Southeasterly, non-tangentially, 253.62 feet along the arc of a 251.00 foot radius curve to the left, having a central angle of 57°53'35" and a long chord which bears South 35°09'09" East 242.96 feet (recorded as Southeasterly, 254.53 feet along the arc of a 251.00 foot radius curve to the left, having a central angle of 58°06'15" and a long chord which bears South 35°10' East 243.78 feet), South 01°22'05" East 212.90 feet (recorded as South 01°15' East 212.42 feet), North 88°44'55" East 959.61 feet (recorded as North 88°45' East 960.00 feet), South 62°30'59" East 175.08 (recorded as South 62°30' East 175.00 feet), North 47°15'37" East 226.52 feet (recorded as North 47°17'40" East 226.54 feet), Southeasterly, non-tangentially, 307.12 feet along the arc of a 438.33 feet radius curve to the left, having a central angle of 40°08'40" and a long chord which bears South 71°16'24" East 300.87 feet (recorded as Easterly, 306.94 feet along the arc of a 483.33 foot radius curve to the left, having a central angle of 40°07'15" and a long chord which bears South 71°18'20" East 300.71 feet) and North 88°36'13" East (recorded as North 88°38" East) 350.95 feet; thence South 01°22'00" East 1350.00 feet along the Westerly line of "PEAVY ROAD ESATES NO. 1" as recorded in Liber 13 of Plats, pages 24 and 25, Livingston County Records; thence around the perimeter of "OUTLOT B" as recorded in said plat of "PEAVY ROAD ESTATES NO. 1" the following five courses: North 88°38'00" East 210.00 feet; Northeasterly 47.12 feet along the arc of a 30.00 foot radius curve to the left, having a central angle of 90°00'00" and along chord which bears North 43°38'00" East 42.43 feet, non-tangentially, South 01°22'00" East 126.00 feet along the Westerly right-of-way of Peavy Road, Northwesterly, non-tangentially, 47.12 feet along the arc of a 30.00 foot radius curve to the left, having a central angle of 90°00'00" and along chord which bears North 46°22'00" West 42.43 feet and South 88°38'00" West 210.00 feet; thence South 01°22'00" East 299.22 feet along said Westerly line of "PEAVY ROAD ESTATES NO. 1"; thence South 88°47'11" West 2245.26 feet along the South line of said section to the Place of Beginning. Being a part of the Southwest 1/4 of Fractional Section 2, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Containing 93.31 acres of land, more or less. Subject to easements and restriction of record, if any. (Symbol * = degrees)