

LIVINGSTON COUNTY TREASURER'S CERTIFICATE

I hereby certify that there are no TAX LIENS OR TITLES held by the State or any individual against the within description, and all TAXES are same as paid for five years previous to the date of this instrument or appear on the records in this office except as stated.

3-23-2022 Jennifer M. Nash, Treasurer

2022 Taxes not examined Certificate # 28764

2022R-008576  
RECORDED ON  
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BRANDON DENBY  
REGISTER OF DEEDS  
LIVINGSTON COUNTY, MI 48843  
RECORDING: 26.00  
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PAGES: 94

MASTER DEED

94

TAMARACK PLACE  
A Site Condominium Community

Pursuant to the Condominium Act, Act 59, Public Acts of 1978 as amended, MCL 559.101, et seq.

Livingston County Condominium Subdivision Plan No. 448

- (1) Master Deed establishing Tamarack Place, a Site Condominium Project.
- (2) Exhibit A to Master Deed: Tamarack Place Condominium Bylaws.
- (3) Exhibit B to Master Deed: Tamarack Place Condominium Subdivision Plan.
- (4) Exhibit C to Master Deed: Affidavit of Mailing as to Notices required by Section 71 of the Michigan Condominium Act.
- (5) Exhibit D to Master Deed: Tamarack Place Condominium Percentage of Value Chart.

This document is exempt from transfer tax under MCL 207.505(a) and MCL 207.526(a)

**Drafted by and After Recording Return To:**  
Emmanuel Kniahynycky, Vice President  
S.R. Jacobson Development Corporation  
32400 Telegraph Rd., Suite 200A  
Bingham Farms, Michigan 48025

23 MAR '22 4:43:03  
RCUD



REGISTER OF DEEDS CERTIFICATE  
STATE OF MICHIGAN COUNTY OF LIVINGSTON  
I, Brandon Denby, Register of Deeds of said County,  
do hereby certify that this copy is a correct and complete  
record of the original document recorded in my office.  
Dated and sealed: March 28th, 2022  
Brandon Denby, Register of Deeds  
*Gabriella L. Garlock* Sr. Deputy  
94-pages

LIVINGSTON COUNTY REGISTER OF DEEDS  
I hereby certify that the foregoing is a true and correct copy of the original as filed for record in the office of the Register of Deeds of Livingston County, Michigan, on this 21<sup>st</sup> day of March, 2022.

**MASTER DEED**

**Tamarack Place  
A Site Condominium Community**

(Act 59, Public Acts of 1978  
as amended)

This Master Deed is signed on the 21<sup>st</sup> day of march, 2022 by Blue South Sunridge, LLC, a Michigan limited liability company of 32400 Telegraph Rd, Suite 200A, Bingham Farms, Michigan 48025 (the "Developer").

**PRELIMINARY STATEMENT**

A. The Developer is engaged in developing a site condominium project to be known as Tamarack Place (the "Project"), according to development plans on file with the Township of Marion on a parcel of land described in Article II; and

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

**ARTICLE I**

**NATURE OF PROJECT**

**1.1 Project Description.** The Project is a residential site condominium. The one hundred forty-four (144) building sites (the "Units") that may be developed in the Project, including the number, boundaries, dimensions and area of each Unit, are shown on the Condominium Subdivision Plan. Each of the Units is capable of individual use by reason of having its own entrance from and exit to a common element of the Project, or by having access to a public road.

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

## ARTICLE II

### LEGAL DESCRIPTION

2.1 **Condominium Property.** The land which is being submitted to condominium ownership in accordance with the provisions of the Act, is situated in the Township of Marion, County of Livingston, and State of Michigan, and described as follows:

**"TAMARACK PLACE" 92.24 ACRE PARCEL**

Parcel # 10-02-300-007, covers more land

BEGINNING at the Southwest Corner of Section 2, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan; thence N01°57'50"W 2145.88 feet along the West line of said Section 2; thence along the South line of Lot 52 of "Peavy Road Estates No. 2" as recorded in Liber 14 of Plats, Pages 43 through 45, Livingston County Records N83°49'44"E 216.82 feet (platted as N83°03'E 216.89 feet); thence along the Southwesterly line of South Alstott Drive (86 foot wide), platted as Alstott Drive in said "Peavy Road Estates No. 2," Southeastery, non-tangentially, 168.11 feet along the arc of a 251.00 foot radius curve to the left, having a central angle of 38°22'26" and a chord which bears S25°23'35"E 164.98 feet; thence S29°56'08"W 259.83 feet; thence S01°22'05"E 90.00 feet; thence N88°37'55"E 202.94 feet; thence N01°22'05"W 47.86 feet; thence the following five (5) courses along the South boundary of said "Peavy Road Estates No. 2:"

- 1) N88°44'55"E 959.61 feet (platted as N88°45'E 960.00 feet),
- 2) S82°30'50"E 175.08 feet (platted as S82°30'E 175.00 feet),
- 3) N47°15'37"E 226.52 feet (platted as N47°17'40"E 226.54 feet),
- 4) Southeastery, non-tangentially, 307.12 feet (platted as 308.94 feet) along the arc of a 438.33 foot radius curve to the left, having a central angle of 40°08'40" (platted as 40°07'15") and a long chord which bears S71°16'24"E 300.87 feet (platted S71°16'20"E 300.71 feet) along the South line of said South Alstott Drive (86 foot wide), and
- 5) N88°36'13"E 350.95 feet (platted as N88°38'E 351.00 feet) continuing along the South line of said Alstott Drive; thence S01°22'00"E 1350.38 feet (platted as 1350.00 feet) along the West line of "Peavy Road Estates No. 1," as recorded in Liber 13 of Plats, Pages 24 and 25, Livingston County Records; thence along the boundary lines of "OUTLOT B" of said "Peavy Road Estates No. 1" the following five (5) courses:
  - 1) N88°38'00"E 210.00 feet;
  - 2) Northeastery 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 chord which bears N43°38'00"E 42.43 feet,
  - 3) non-tangentially, S01°22'00"E 126.00 feet along the West line of Peavy Road, 50 foot wide 1/2 Right-of-way,
  - 4) Northwestery, 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 a chord which bears N46°22'00"W 42.43 feet, and
  - 5) S88°38'00"W 210.00 feet;

thence S01°22'00"E 298.84 feet (platted as 299.20 feet) along said West line of "Peavy Road Estates No. 1"; thence S88°47'11"W (platted as S88°47'W) 2245.26 feet along the South line of said Section 2, same being the North line of "Marion Heights," as recorded in Liber 19 of Plats, Pages 23-25, Livingston County Records, to the Place of Beginning. Being the OUTLOT B of "Peavy Road Estates No. 1," as recorded in Liber 13 of Plats, Pages 24 and 25, Livingston County Records, and ALSO a part of the Southwest 1/4 of Section 2, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Containing 92.24 acres of land, more or less. Subject to rights of the public, other riparian owners and governmental agencies in the waters of Jewel and Extension County Drain, also subject to and together with all easements and restrictions affecting title to the above premises.

and 10-02-401-072

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

## ARTICLE III

### DEFINITIONS

**3.1 Definitions.** Certain terms used in this Master Deed and in various other documents such as, by way of example and not of limitation, the Articles of Incorporation, Association Bylaws, the Condominium Bylaws, and Rules and Regulations of the Tamarack Place Homeowners Association, a Michigan non-profit corporation, and various deeds, mortgages, land contracts, easements and other documents affecting the establishment or transfer of interests in the Project. As used in such documents, unless the context otherwise requires:

(a) **Act.** "Act" or "Condominium Act" means the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended, MCL 559.101, et. seq.

(b) **Association.** "Association" or "Association of Co-owners" means Tamarack Place Homeowners Association, the Michigan non-profit corporation of which all Co-owners shall be members, which shall administer, operate, manage and maintain the Project.

(c) **Association Bylaws.** "Association Bylaws" means the corporate Bylaws of the Association organized to manage, maintain and administer the Project.

(d) **Common Elements.** "Common Elements", where used without modification, means the portions of the Project other than the condominium units, including all general and limited common elements described in Article IV of this Master Deed.

(e) **Condominium Bylaws.** "Condominium Bylaws" means Exhibit "A" to this Master Deed, which are the Bylaws setting forth the substantive rights and obligations of the Co-owners.

(f) **Condominium Documents.** "Condominium Documents" means this Master Deed with its exhibits, the Articles of Incorporation, the Condominium Bylaws, the Association Bylaws, the Rules and Regulations adopted by the Board of Directors of the Association, and any other document that affects the rights and obligations of a Co-owner in the Condominium.

(g) **Condominium Property.** "Condominium Property" means the land described in Article II, as the same may be amended, together with all structures, improvements, easements, rights and appurtenances located on or belonging to the Condominium Property.

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

(i) **Condominium Unit.** "Condominium Unit", "Unit" or "Building Site"

means a single residential building site which is designed and intended for separate ownership and use, as described in this Master Deed.

**(j) Co-owner.** "Co-owner" means the person, firm, corporation, partnership, association, trust or other legal entity or any combination of such entities who or which own a Condominium Unit in the Project, including the vendee of any land contract of purchase who is not in default under the contract. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

**(k) Developer.** "Developer" means Blue South Sunridge, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, wherever and however such term is used in the Condominium Documents.

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

**(m) General Common Elements.** "General Common Elements" means those Common Elements of the Project described in Section 4.1, which are for the use and enjoyment of all Co-owners in the Project.

**(n) Limited Common Elements.** "Limited Common Elements" means those Common Elements of the Project described in Section 4.2, which are reserved for the exclusive use of the Co-owners of a specified Unit or Units.

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

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

**(q) Percentage of Value Factor.** "Percentage of Value Factor" shall be the number assigned to each Unit as shown on Exhibit D to the Master Deed, or on a subsequently executed and recorded amendment to the Master Deed, which shall be used in the calculation of the Percentage of Value of each such Unit.

**(r) Project.** "Project" or "Condominium" means Tamarack Place, a residential site condominium development established in conformity with the provisions of the Act.

**(s) Transitional Control Date.** "Transitional Control Date" means the date on which a Board of Directors for the Association takes office pursuant to an

election in which the votes that may be cast by eligible Co-owners unaffiliated with Developer exceed the votes which may be cast by the Developer.

**3.2 Applicability.** Whenever any reference is made to one gender, it will be assumed to include any and all genders where such reference would be appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where such reference would be appropriate.

## ARTICLE IV

### COMMON ELEMENTS

**4.1 General Common Elements.** The General Common Elements are:

(a) **Land.** The land described in Article II of this Master Deed (except for that portion described in Section 5.1 as constituting a part of a Condominium Unit, and any portion designated in Exhibit B as a Limited Common Element), including easement interests appurtenant to the Condominium, including but not limited to easements for ingress, egress and utility installation over, across and through non-condominium property or individual Units in the Project;

(b) **Improvements.** The private roadways; the common walkways (if any); and the lawns, trees, shrubs, and other improvements not located within the boundaries of a Condominium Unit, or designated as a Limited Common Element on the Condominium Subdivision Plan, as recorded as part of this Master Deed. All structures and improvements located within the boundaries of a Condominium Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements;

(c) **Electrical.** The street lighting system and the electrical transmission system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(d) **Gas.** The natural gas line network and distribution system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(e) **Storm Drainage.** The storm drainage and/or retention system throughout the Project;

(f) **Telephone.** The telephone wiring system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(g) **Telecommunications.** The cable television and/or other telecommunications systems installed throughout the Project up to but not including,

the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(h) **Water.** The underground sprinkling system for the Common Elements (if any), and the water distribution system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(i) **Sanitary Sewer.** The sanitary sewer system throughout the Project (if any) up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

(j) **Entry Improvements.** The entry signage and other improvements located at the entry to the Project (if any);

(k) **Miscellaneous.** All other Common Elements of the Project which are not designated as Limited Common Elements and not enclosed within the boundaries of a Condominium Unit, which are intended for common use or are necessary to the existence, upkeep or safety of the Project.

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

**4.2 Limited Common Elements.** The Limited Common Elements are:

(a) **Utility Service Lines.** The pipes, ducts, wiring and conduits supplying service to or from a Unit for electricity, gas, water, sewage, telephone, television and other utility or telecommunication services, up to and including 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;

(b) **Subterranean Land.** The subterranean land located within Unit boundaries, from and below a depth of fifteen (15) feet as shown on Exhibit B, including all utility and/or supporting lines located on or beneath such land;

(c) **Subsurface Improvements.** The portion of any footing or foundation extending more than fifteen (15) feet below surrounding grade level;

(d) **Water Wells.** The water well, if any, (including well shafts, pumps, and distribution lines) located within or beneath Unit boundaries and serving only the residence constructed on that Unit;

(e) **Septic Systems.** The septic tank and drain field, if any, (including distribution lines) located within or beneath Unit boundaries and serving only the residence constructed on that Unit;

(f) **Yard Areas.** The portion of any yard area designated as a Limited Common Element on the Condominium Subdivision Plan (Exhibit B), which is limited in use to the Unit of which it is a part;

(g) **Delivery Boxes.** The mail and/or paper box that is located on a Unit or permitted by the Association to be located on the General Common Elements to serve a residence constructed on a Unit;

(h) **Driveways and Sidewalks.** The portion of any driveway and sidewalk, if any, located between the Unit and the paved common roadway; and

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

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

**4.3 Maintenance Responsibilities.** Responsibility for the cleaning, decoration, maintenance, repair and replacement of the Common Elements will be as follows:

(a) **Limited Common Elements.** Except as provided in this subsection, each Co-owner shall be individually responsible for the routine cleaning, snow removal, maintenance, repair, and replacement of all Limited Common Elements appurtenant to the Co-Owner's Unit. Individual Co-owners shall also be responsible for the snow plowing, repair and long-term maintenance of the driveways and sidewalks within their Unit.

(b) **Unit Improvements.** Unless otherwise stated in this Master Deed, Unit owners shall be responsible for the maintenance, repair, and replacement of all structures and improvements and the maintenance and mowing of all yard areas situated within the boundaries of a Unit, including any portions which may extend beyond Unit boundaries up to the paved roadway. If a Co-owner elects, with the prior written consent of the Association, to construct or install any improvements within a Unit or on the Common Elements that increase the costs of maintenance, repair, or replacement for which the Association is responsible, such increased costs or expenses may, at the option of the Association, be specially assessed against such Unit or Units.



The exterior appearance of all structures, improvements and yard areas (to the extent visible from any other Unit or from a Common Element), shall be subject at all times to the approval of the Association and to such reasonable aesthetic and maintenance standards as may be prescribed by the Association in the Condominium Bylaws or in duly adopted rules and regulations; provided, that the Association may not disapprove the appearance of an improvement so long as it is maintained as constructed by the Developer or constructed with the Developer's approval.

(c) **Maintenance of General Common Elements.** Except as set forth herein, the responsibility for Maintenance of any and all General Common Elements shall be the responsibility of the Association, unless the need for Maintenance is due to the act or neglect of a Co-owner or its agents, guests, invitees, or pet, in which case such Co-owner shall be wholly responsible. In addition to the foregoing, any common expenses incurred by the Association which are associated with the Maintenance of a Limited Common Element (where, for example, the Co-Owner fails to Maintain the Limited Common Elements) shall be specially assessed against the Condominium Unit to which that Limited Common Element was assigned at the time the expenses were incurred. If the Limited Common Element involved was assigned to more than one (1) Condominium Unit, the expenses shall be specially assessed against each of the Units in a percentage relative to the percentage of value for each affected Unit.

The Association shall be responsible for the Maintenance of the Private Roads and the Storm Water System, including any retention ponds located within the Condominium Premises and identified on the attached **Exhibit B**. Further, the Association shall be responsible for the repair and/or remediation of any soil erosion from, relating to, or in connection with the ponds and their use in connection with the Storm Water System. As a private system, any regulatory liabilities arising or relating to the Storm Water System, including, but not limited to, costs arising from or relating to storm water runoff into the ponds, and/or flows from the ponds outside the Condominium, are the responsibility of the Association.

Notwithstanding anything in the Condominium Documents to the contrary, the Developer and Association agree that if the Association or Developer fails to Maintain the Storm Water System or the Private Roads as set forth above, that both the Township of Marion and the Drain Commissioner for the County in which the Project is located shall have the right to properly maintain the same, and to create a special assessment district for the purpose of assessing all of the Co-Owners in the Condominium project on an equal basis, to pay for any costs and expenses incurred by either the Township of Marion or the Drain Commissioner for the County in which the Project is located in maintaining the Private Roads or the Storm Water System because of the Association or Developer's failure to do so. The within Master Deed shall constitute a petition to the Township of Marion and/or the Drain Commissioner for the County in which the Project is located by the Owners of more than 50% of the land within the Project to create a Private Road or Storm Sewer Special Assessment District, including the total land area of the Project for the purpose of operating, maintaining and repairing said Private Roads and/or Storm Water System.

The Developer has entered into a Drainage Easement Agreement requiring that the Storm Water System be maintained by the Association. Such agreement specifically imposes the obligations outlined above upon the Association, and provides the enumerated rights to the Drain Commissioner for the County in which the Project is located and/or the Township of Marion. This Section 4.3(c) may not be amended without the Township's written consent.

**4.4 Oversight Authority.** While it is intended that each Co-owner will be solely responsible for the performance and cost of maintaining, repairing and replacing the residence and all other improvements constructed or located within a Unit, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of the residence, improvements, or any appurtenant Limited Common Element in a proper manner and in accordance with the standards adopted by the Association.

**(a) Maintenance by Association.** In the event a Co-owner fails, as required by this Master Deed, the Condominium Bylaws, or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace or otherwise maintain his Unit, any structure or improvement located within the Unit or any appurtenant Limited Common Element, the Association (and/or the Developer during the Development and Sales Period) shall have the right, but not the obligation, to undertake such periodic exterior maintenance functions with respect to residences, yard areas or other improvements constructed or installed within any Unit boundary as it may deem appropriate; provided, that the Association (or Developer) will in no event be obligated to repair or maintain any such Common Element or improvement. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future date.

**(b) Assessment of Costs.** All costs incurred by the Association or the Developer in performing any maintenance functions that are the primary responsibility of a Co-owner shall be charged to the affected Co-owner or Co-owners and collected in accordance with the assessment procedures established by the Condominium Bylaws. A lien for nonpayment shall attach to Co-Owner's Unit for any such charges, as with regular assessments, and may be enforced by the use of all means available to the Association under the Condominium Documents or by law for the collection of assessments, including without limitation, legal action, foreclosure of the lien securing payment, and the imposition of fines.

**4.5 Power of Attorney.** By acceptance of a deed, mortgage, land contract or other document of conveyance or encumbrance, all Co-owners, mortgagees and other interested parties are deemed to have appointed Developer (during the Development and Sales Period) or the Association (after the Development and Sale Period has expired) as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, the Developer or the Association will have full power and authority to grant easements over, to sever or lease mineral interests in, and to convey title to the land or improvements constituting the General Common Elements or any part of them; to dedicate as public streets any part of the General Common Elements; to amend the

Condominium Documents to assign or reassign the Limited Common Elements; and in general to sign and deliver all documents and to do all things necessary or convenient to the exercise of such powers.

**4.6 Separability.** Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project, or in any other way which might interfere with or impair the rights of other Co-owners in the use and enjoyment of their Units or their appurtenant Common Elements.

## ARTICLE V

### ESTABLISHMENT AND MODIFICATION OF UNITS

**5.1 Description of Units.** A complete description of each Condominium Unit in the Project, with elevations referenced to an official benchmark of the United States Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Condominium Subdivision Plan as surveyed by the Project's consulting engineers and surveyors, licensed professional surveyor. Site plans have been filed with the Township of Marion. Each Unit shall include all the space located within Unit boundaries and above to include a depth of fifteen (15) feet below and a height of forty (40) feet above the surface, as shown on Exhibit B, together with all appurtenances to the Unit.

**5.2 Percentage of Value.** The total value of the Project is 100, and the percentage of such value which is assigned to each of the one hundred forty-four (144) Condominium Units in the Project is shown on Exhibit D. The determination of the Percentage of value Factor for each Unit was made by the Developer after reviewing the comparative characteristics of each Unit, including market value, size, location, and allocable expenses of maintenance. The Percentage of Value Factor assigned to each Unit shall be changed only in the manner permitted by Article IX, expressed in an Amendment to this Master Deed and recorded in the office of the register of deeds in the County where the Project is located. The Percentage of Value of an existing unit will be reduced as the Project is expanded to include additional Units or increased as the Project is contracted. Based on these considerations, the Developer has determined that the Percentage of Value Factor will be the same for each Unit. Therefore, based on one hundred forty-four (144) Units, the percentage of value for each Unit is 0.69444444%.

**5.3 Unit Modification.** The number, size and/or location of Units or of any Limited Common Element appurtenant to a Unit may be modified from time to time by the Developer or its successors and assigns without the consent of any Co-owner, mortgagee or other interested person, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element; provided, that no Unit which has been sold or which is subject to a binding Purchase Agreement shall be modified without the consent of the Co-owner or Purchaser and the mortgagee of such Unit. The Developer may also, in connection with any such modification, readjust Percentages of Value for all Units in a manner which gives reasonable recognition to such changes based upon the method of original determination of Percentages of Value for the Project.

**5.4 Conditions Precedent.** Unless prior approval has been obtained from the title insurance company issuing policies to Unit purchasers, no Unit modified pursuant to Section 5.3 shall be conveyed until an amendment to the Master Deed reflecting all material changes has been recorded. All Co-owners, mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to any such amendments, and to have granted a Power of Attorney to the Developer and its successors for such purpose which is similar in nature and effect to that described in Section 4.5 of this Master Deed.

## **ARTICLE VI**

### **NONEXPANDABILITY OF THE CONDOMINIUM**

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

## **ARTICLE VII**

### **CONTRACTION OF CONDOMINIUM**

**7.1 Limits of Contraction.** The Condominium Project established by this Master Deed consists of one hundred forty-four (144) Condominium Units and may, at the election of the Developer, be contracted any lesser number of units.

**7.2 Withdrawal of Units.** The number of Units in the Project may, at the option of the Developer from time to time within a period ending not later than six (6) years after the initial recording of a Master Deed, be decreased by the withdrawal of all or any portion of the lands described in Article 2.1; provided, that no Unit which has been sold or which is the subject of a binding Purchase Agreement may be withdrawn without the consent of the Co-owner, purchaser and/or mortgagee of such Unit. The Developer may also, in connection with any such contraction, readjust Percentages of Value for Units in the Project in a manner which gives reasonable recognition to the number of remaining Units, based upon the method of original determination of Percentages of Value.

Other than as provided in this Article VII, there are no restrictions or limitations on the right of the Developer to withdraw lands from the Project or as to the portion or portions of land which may be withdrawn, the time or order of such withdrawals, or the number of Units or Common Elements which may be withdrawn; provided, however, that the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to such Units.

**7.3 Contraction not Mandatory.** There is no obligation on the part of the Developer to contract the Condominium Project nor is there any obligation to withdraw portions of the Project in any particular order nor to construct particular improvements on any withdrawn lands. The Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or as any other form of development. Any development on the withdrawn lands will, however, be residential in character or at least not be detrimental to the adjoining residential development.

**7.4 Amendment(s) to Master Deed.** A withdrawal of lands from this Condominium

Project by the Developer will be given effect by an appropriate amendment or amendments to the Master Deed, which amendment(s) will not require the consent or approval of any Co-owner, mortgagee or other interested person. Such amendment(s) will be prepared by and at the sole discretion of the Developer, and may proportionately adjust the Percentages of Value assigned by Section 5.2 in order to preserve a total value of one hundred (100%) percent for the entire Project resulting from such amendment or amendments.

**7.5 Additional Provisions.** Any amendment or amendments to the Master Deed made by the Developer to contract the Condominium may also contain such provisions as the Developer may determine necessary or desirable: (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project; and (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting the parcel or parcels being withdrawn from 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 parcel or parcels being withdrawn from the Project.

## **ARTICLE VIII**

### **EASEMENTS**

**8.1 Easements for Maintenance and Repair.** In the event that any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to the shifting, settling or moving of a building, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists, and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (and/or the Developer during the Development and Sale Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility, and there shall be easements to, through and over those portions of the land (including the Units) as may be reasonable for the installation, maintenance and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at such times as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in the opening or repairing of any common element or other improvement to install, repair or maintain utility services to the Project shall be an expense of administration assessed against all Co-owners in accordance with the Condominium Bylaws.

**8.2 Easements Reserved by Developer.** Developer reserves nonexclusive easements for the benefit of itself, its successors and assigns which may be used at any time or times without the payment of any fee or charge other than the reasonable cost of corrective work performed, utilities consumed and/or maintenance required as a direct result of such use:

(a) to use, improve and/or extend all roadways, drives and walkways in the Condominium for the purpose of ingress and egress to and from any Unit or real property owned by it and to and from all or any portion of the land described in Article VI; and

(b) to utilize, tap, tie into, extend and/or enlarge all utility lines and mains, public and private, located on the land described in Article 2.1.

(c) for any other purpose beneficial to the Condominium Project.

**8.3 Easement Reserved for Unexercised Future Development Area.** If any portion of the property described as Future Development Area in Article VI, Section 6.1 as amended is not included in the Condominium Project by subsequent amendments to this Master deed within the time limits set forth in Section 6.2 hereof, the Developer, or any assignee subsequently owning such parcels of undeveloped Future Development Area, shall be automatically granted easements for utilities, amenities, improvements, and access purposes through the Condominium Project for the benefit of the undeveloped portions of the Project. Easements shall include all Common Elements of the Condominium Project. If expansion occurs that automatically creates easements, cost sharing shall be established to share equitably and ratably in the direct expenses for utilities, amenities, maintenance, improvements, and access as described in this section.

**8.4 Easement Reserved for Developer for Contracted or Withdrawn Areas.** If any portion of the Condominium Project is contracted or withdrawn by the Developer during the time limits set forth in Section 67(3) of the Michigan Condominium Act, such withdrawn parcels (whether owned by the Developer or a successor or assign) shall be automatically granted easements for utilities, amenities, improvements, and access purposes through the Condominium Project for the benefit of the undeveloped portions of the Project. If expansion occurs that automatically creates easements for utility and access purposes between separate projects, cost sharing shall be established to share equitably and ratably in the direct expenses for utilities, amenities, improvements, and access as described in section 8.3.

**8.5 Developer Responsibility.** So long as the Developer owns one or more of the Units in the Project, it shall be subject to the provisions of this Master Deed and of the Act.

## ARTICLE IX

### AMENDMENT AND TERMINATION

**9.1 Pre-Conveyance Amendments.** If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting an amendment to the Master Deed or the Condominium Bylaws or a termination of the Project shall be recorded in the register of deeds office in the County where the Project is located.

**9.2 Post-Conveyance Amendments.** If there is a Co-owner other than the Developer, the recordable Condominium Documents may be amended for a proper purpose as follows:

(a) **Non-Material Changes.** An amendment may be made without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project, including, but not limited to: (i) amendments to modify the number or dimensions of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and enabling 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.

**(b) Material Changes.** An amendment may be made even if it will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds of the Co-owners and to the extent required by law, mortgagees. However, a Co-owner's Unit dimensions or Limited Common Elements may not be modified without his consent, nor may the method or formula used to determine Percentages of Value for the Project or provisions relating to the ability or terms under which a Unit may be rented be modified without the consent of the Developer and each affected Co-owner and mortgagee. Rights reserved by the Developer, including without limitation rights to amend for purposes of contraction or modification of units, shall not be further amended without the written consent of the Developer so long as the Developer or its successors and assigns continue to own and to offer for sale any Unit in the Project. For purposes of this sub-section, a mortgagee shall have one vote for each first mortgage held.

**(c) Compliance With Law.** Material amendments may be made by the Developer without the consent of Co-owners and mortgagees, even if the amendment will materially alter or change the rights of Co-owners and mortgagees, to achieve compliance with the Act, administrative rules, interpretations or orders adopted by the Administrator or by the Courts pursuant to the Act, or with other federal, state or local laws, ordinances or regulations affecting the Project.

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

**(e) Consolidating Master Deed.** An As Built Amendment may be prepared and recorded by the Developer as required by the Act when construction of the Project has been completed. Such documents may incorporate changes made by previous amendments, restate some or all of the provisions of this Master Deed and of the Exhibits attached, delete provisions or parts of provisions which benefit the Developer, which have been superseded or the effectiveness of which has expired, and make such further changes as do not materially affect the rights of Co-owners and mortgagees.

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

**9.3 Project Termination.** If there is a Co-owner other than the Developer, the Project may be terminated only with consent of the Developer and not less than eighty percent (80%) of the Co-owners and mortgagees, in the following manner:

(a) **Termination Agreement.** Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by their execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the register of deeds office in the County where the Project is located.

(b) **Real Property Ownership.** Upon recording a document terminating the Project, the property constituting the Condominium shall be owned by the Co-owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately prior to such recording. As long as the tenancy in common lasts, each Co-owner and his/her heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property which formerly constituted their Condominium Unit.

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

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

## ARTICLE X

### WITHDRAWAL OF PROPERTY

#### 10.4 Withdrawal of Property.

(a) **Withdrawal by Developer.** Notwithstanding anything in this Master Deed to the contrary, if Developer has not completed development and construction of Units or Improvements in the Project that are identified as "need not be built" during a period ending 10 years after the date of commencement of construction by Developer of the Project, Developer has the right to withdraw from the Project all undeveloped portions of the Project not identified as "must be built" without the prior consent of any Owners, mortgagees of Units in the Project, or any other person having an interest in the Project. If this Master Deed contains provisions permitting the expansion, contraction, or rights of convertibility of Units or Common Elements in the Project, the time period is the greater of (i) the 10-year period set forth above or (ii) 6 years after the date Developer exercised its rights regarding either expansion, contraction, or rights of convertibility, whichever right was exercised last. The undeveloped portions of the Project withdrawn shall also automatically be granted easements



for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project, subject to the payment of a reasonable pro rata share of the costs of maintaining the easements.

**(b) Withdrawal by Association.** If Developer does not withdraw the undeveloped portions of the Project from the Project or convert the undeveloped portions of the Project to "must be built" before the time periods set forth in section 10.4(a) expire, the Association, by an affirmative two-thirds majority vote of Owners in good standing, may declare that the undeveloped land shall revert to the general common elements and all rights to construct Units on the undeveloped land shall cease. When such a declaration is made, the Association shall provide written notice of the declaration to Developer or its successor by first-class mail at its last known address. Within sixty (60) days after receipt of the notice, Developer or its successor may withdraw the undeveloped land or convert the undeveloped condominium units to "must be built." However, if the undeveloped land is not withdrawn or the undeveloped condominium units are not converted within 60 days, the Association may file the notice of the declaration with the register of deeds in the County in which the Project is located. The declaration takes effect on recording by the register of deeds. The Association shall also file notice of the declaration with the local supervisor or assessing officer.

## ARTICLE XI

### ASSIGNMENT OF DEVELOPER RIGHTS

**10.1 Right to Assign.** Any or all of the rights and powers granted to or reserved by the Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use, or proposed action, may be assigned by the Developer to any other entity or person, including the Association. Any such assignment or transfer shall be made by appropriate instrument in writing, and shall be duly recorded in the office of the register of deeds in the County in which the Project is located.

**THIS MASTER DEED** has been executed by the Developer as of the day and year which appear on page one.

Blue South Sunridge, LLC,  
a Michigan limited liability company

By: [Signature]  
Scott R. Jacobson  
Authorized Representative

STATE OF MICHIGAN           )  
  ) ss.  
COUNTY OF Oakland        )

This instrument was acknowledged before me the 21<sup>st</sup> day of March, 2022, by Scott R. Jacobson, Authorized Representative of Blue South Sunridge, LLC, a Michigan limited liability company known to me to be the same person who executed the foregoing Document and who acknowledges the same to be their free act and deed.

[Signature]  
\_\_\_\_\_

**PAMYLA B. VANLOOZEN**  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires Oct. 15, 2025  
Acting in the County of Oakland

Notary Public  
Oakland County, MI  
Acting in the County of Oakland  
My commission expires: 10/15/2025



**EXHIBIT A**

**CONDOMINIUM BYLAWS**

**TAMARACK PLACE HOMEOWNERS ASSOCIATION**

**ARTICLE I**

**ASSOCIATION OF CO-OWNERS**

**1.1 Organization.** Tamarack Place, a residential site condominium project located in the Township of Marion, Livingston County, Michigan (the "Project") is being developed in four phases to comprise a maximum of one hundred forty-four (144) building sites (the "Units"). Upon the recording of the Master Deed, the management, maintenance, operation and administration of the Project shall be vested in an Association of Co-owners organized as a non-profit corporation under the laws of the State of Michigan (the "Association"). The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Co-owners, prospective purchasers, mortgagees, and prospective mortgagees of Units in the Project.

**1.2 Compliance.** All present and future Co-owners, mortgagees, lessees or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of Act No. 59, P.A. 1978, as amended (the "Condominium Act" or "Act"), the Master Deed and all amendments thereto, the Condominium Bylaws, the Association's Articles of Incorporation, the Association's Bylaws, and other Condominium Documents that pertain to the use and operation of the Condominium property. The acceptance of a deed of conveyance, the entering into of a lease, or the act of occupying a Condominium Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

**ARTICLE II**

**MEMBERSHIP AND VOTING**

**2.1 Membership.** Each Co-owner of a Unit in the Project, during the period of his ownership, shall be a member of the Association and no other person or entity will be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged or transferred only as an appurtenance to his Condominium Unit.

**2.2 Voting Rights.** Except as limited in the Master Deed and in the Bylaws, each Co-owner will be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned by him, when voting by value. Voting shall be by number, except in those instances where voting is specifically required to be otherwise by the Act, Master Deed, or Bylaws, and no cumulation of votes shall be permitted.

**2.3 Eligibility to Vote.** No Co-owner other than the Developer will be entitled to vote at any meeting of the Association until he has presented written evidence of ownership of a Unit in the Project, nor shall he be entitled to vote (except for elections pursuant to Section 3.4) prior to the Initial Meeting of Members. A Co-owner shall be permitted to vote only if he is not in default in payment of assessments levied against the Co-owner's Unit. The Developer shall be entitled to vote only those Units to which it still holds title.

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

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

**2.6 Majority.** At any meeting of members at which a quorum is present, fifty-one percent (51%) of the Co-owners entitled to vote and present in person or by proxy (or written vote, if applicable), shall constitute a majority for the approval of the matters presented to the meeting, except in those instances in which a majority exceeding a simple majority is required by these Bylaws, the Master Deed or by law.

### **ARTICLE III**

#### **MEETINGS AND QUORUM**

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

**3.2 Annual Meeting of Members.** After the initial meeting has occurred, annual meetings of the members shall be held in each year on a date and at a time and place selected by the

Board of Directors. At least 20 days prior to the date of an annual meeting, written notice of the date, time, place and purpose of such meeting shall be mailed or delivered to each member entitled to vote at the meeting; provided that not less than 30 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

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

**3.4 Board Composition.** Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five percent (25%) of the Units that may be created in the Project, at least 1 director and not less than one-fourth of the Board of Directors of the Association shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the Units that may be created in the Project, not less than one-third of the Board of Directors shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created in the Project, and before conveyance of 90% of such Units, the non-developer Co-owners shall elect all directors on the Board except that the Developer shall have the right to designate at least one director as long as the Developer owns and offers for sale at least 10% of the Units in the Project or as long as 10% of the Units remain that may be created.

**3.5 Owner Control.** If 75% of the Units that may be created in the Project have not been conveyed within 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner, the non-developer Co-owners shall have the right to elect a number of members of the Board of Directors of the Association equal to the percentage of Units they hold, and the Developer will have the right to elect a number of members of the Board equal to the percentage of Units which are owned by the Developer and for which assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights of directors otherwise established in Section 3.4. Application of this provision does not require a change in the size of the Board as designated in the Association Bylaws.

**3.6 Mathematical Calculations.** If the calculation of the percentage of members of the Board that the non-developer Co-owners have a right to elect, or the product of the number of members of the Board multiplied by the percentage of Units held by the non-developer Co-owners results in a right of non-developer Co-owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number.

After application of this formula, the Developer shall have the right to elect the remaining members of the Board. Application of this provision shall not eliminate the right of the Developer to designate at least one member as provided in Section 3.4.

**3.7 Quorum of Members.** The presence in person or by proxy of fifteen (15%) percent of the Co-owners entitled to vote shall constitute a quorum of members. The written vote of an owner furnished at or prior to a meeting, at which meeting such owner is not otherwise present in person or by proxy, shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

**3.8 Electronic Participation.** Electronic participation in meetings is governed by Article XIV of the Articles of Incorporation. In accordance with those provisions, the Board of Directors may hold a meeting of shareholders or members that is solely by means of remote communication.

## ARTICLE IV

### ADMINISTRATION

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

**4.2 Powers and Duties.** The Board shall have all powers and duties necessary for the administration of the affairs of the Association and may take all actions in support of such administration that are not prohibited by the Condominium Documents or specifically reserved to the members. The powers and duties to be exercised by the Board shall include, but not be limited to, the following:

- (a) Care, upkeep and maintenance of the Common Elements;
- (b) Development of an annual budget, and the determination, levy, and collection of assessments required for the operation and affairs of the Condominium;
- (c) Employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Condominium Property;

(d) Adoption and amendment of rules and regulations governing the use of the Condominium Property not inconsistent with these Bylaws;

(e) Opening bank accounts, borrowing money, and issuing evidences of indebtedness in furtherance of the purposes of the Association, and designating signatories required for such purposes;

(f) Obtaining insurance for the Common Elements, the premiums of which shall be an expense of administration;

(g) Granting licenses for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents;

(h) Authorizing the execution of contracts, deeds of conveyance, easements and rights-of-way affecting any real or personal property of the Condominium on behalf of the Co-owners;

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

(j) Asserting, defending or settling claims on behalf of all Co-owners in connection with the Common Elements of the Project and, upon written notice to all Co-owners and compliance with Article XIII of the Articles and Section 13 of these Bylaws, instituting actions on behalf of and against the Co-owners in the name of the Association;

(k) Filing and/or recording an extension to preserve and continue any restrictions or covenants contained in the Condominium Documents, to prevent lapse or termination of the same under the Michigan Marketable Record Title Act, MCL 565.101, or other applicable law; and

(l) Such further duties as may be imposed by resolution of the members of the Association or that may be required by the Condominium Documents or the Act.

**4.3 Books of Account.** The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. The accounts shall be open for inspection by the Co-owners and their mortgagees during reasonable hours.

This right to inspection is subject to the Association's good faith determination to disallow inspection of the books and records when doing so would impair the privacy or free association rights of shareholders or members; or impair the lawful purposes of the corporation.

The Association shall also prepare and distribute a financial statement to each Co-owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at such times as and when required by the Board of Directors (or the Act) by qualified independent accountants (who need not be certified public accountants), and the cost of such review or audit shall be an expense of administration. Any such audit need not be certified.

In any year the Association has annual revenues in excess of \$20,000, the audit or review must be conducted by a certified public accountant unless the Board of Directors opts out of such requirement for any such fiscal year, in its sole discretion. In such event, the provisions of the preceding paragraph shall apply.

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

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

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

**4.5 Reserve Fund.** The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by Section 105 of the Act, MCL 559.205. Such fund shall be established in the minimum amount required on or before the Transitional Control Date, and shall, to the extent possible, be maintained at a level that is equal to or greater than 10% of the then current annual budget of the Association on a non-cumulative basis. The minimum standard required by this Section may prove to be inadequate for a particular project. The Association of Co-owners should carefully analyze the Condominium Project from time to time to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.

**4.6 Construction Liens.** A construction lien arising as a result of work performed on a Condominium Unit or on an appurtenant Limited Common Element shall attach only to the Unit



upon which the work was performed, and a lien for work authorized by the Developer or principal contractor shall attach only to Condominium Units owned by the Developer, and which was the subject of the work supporting the lien, at the time of recording the lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Co-owner of such Unit is required to contribute to the expenses of administration. No construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted for by the Association or the Developer.

**4.7 Managing Agent.** The Board may employ a Management Company or Managing Agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the powers and duties described in Section 4.2. The Developer or any person or entity related to the Developer may serve as Managing Agent provided, however, that any compensation paid to the Developer shall be at competitive rates.

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

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

## ARTICLE V

### ASSESSMENTS

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

**5.2 Determination of Assessments.** Assessments will be determined in accordance with the following provisions:

(a) **Initial Budget.** The Board of Directors of the Association shall establish an initial budget in advance for each fiscal year that will project all

expenses for the coming year that may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each Unit in the Project shall then be determined on the basis of the budget. Copies of the budget will be delivered to each Owner, although the failure to deliver a copy to each Owner will not affect or in any way diminish the liability of a Co-owner for any existing or future assessment.

**(b) Budget Adjustments.** If the Board of Directors determines at any time, in its sole discretion, that the initial assessments levied are insufficient: (1) to pay the costs of operation and maintenance of the Common Elements; (2) to provide for the replacement of existing Common Elements; (3) to provide for additions to the Common Elements not exceeding \$3,000 or \$100 per Unit annually, whichever is less; or (4) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy such additional assessments as it deems to be necessary for such purposes. The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

**(c) Special Assessments.** Special assessments, in excess of those permitted by subsections (a) and (b), may be made by the Board of Directors from time to time with the approval of the Co-owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to: (1) assessments for additions to the Common Elements costing more than \$3,000 in any year; (2) assessments to purchase a Unit upon foreclosure of the lien described in Section 5.5; or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not including those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of sixty-seven (67%) percent or more of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

**5.3 Apportionment of Assessments.** All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Co-owners on the basis of such Units Percentage of Value as set forth in the Master Deed, or any amendment to the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board shall elect some other periodic payment schedule, annual assessments will be payable by Co-owners in twelve (12) equal monthly installments, commencing with the acceptance of a deed to, or a land contract vendee's interest in a Unit, or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for such payment established by rule or regulation of the Association. However, the Board of Directors, including the first Board of Directors appointed by the Developer, may relieve a Unit Owner (including the Developer) who has not constructed a residence within his Unit from payment,

for a limited period of time, of all or some portion of the assessment for his respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for nonresident owners until such Owners begin to utilize the Common Elements on a regular basis.

**5.4 Expenses of Administration.** The expenses of administration shall consist, among other things, of such amounts as the Board may deem proper for the operation and maintenance of the Condominium property under the powers and duties delegated to it and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement, and for meeting any deficit in the common expense for any prior year; provided, that any reserves established by the Board prior to the initial meeting of members shall be subject to approval by such members at the initial meeting. The Board shall advise each Co-owner in writing of the amount of common charges payable by him and shall furnish copies of each budget containing common charges to all Co-owners.

**5.5 Collection of Assessments.** Each Co-owner shall be obligated for the payment of all assessments levied upon his Unit during the time that he is the Owner of the Unit, and no Co-owner may become exempt 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.

(a) **Legal Remedies.** In the event of default by any Co-owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines and charge interest at the legal rate on assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, collection and late charges, advances made by the Association for other taxes or liens to protect its lien, attorney fees, and fines in accordance with the Condominium Documents, shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any public taxing authority and sums unpaid upon a first mortgage recorded prior to the recording of any notice of lien by the Association, and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment in the manner provided by Section 108 of the Act, MCL 559.208. In a foreclosure proceeding, whether by advertisement or by judicial action, a receiver may be appointed and reasonable rental for the Unit may be collected from the Co-owner or anyone claiming under him, and all expenses incurred in collection, including interest, costs and actual attorney's fees, and any advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default.

(b) **Sale of Unit.** Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the purchaser in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A purchaser or grantee may request a written statement from the Association as to the amount of unpaid assessments levied against the Unit being sold or conveyed and such purchaser or

grantee shall not be liable for, nor shall the Unit sold or conveyed be subject to a lien for any unpaid assessments in excess of the amount described in such written statement from the Association. Unless the purchaser or grantee requests a written statement from the Association at least 5 days before sale as provided in the Act, the purchaser or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs, and attorneys fees incurred in collection of the assessments.

(c) **Self-Help.** The Association may enter the Common Elements, Limited or General, to remove and abate any condition constituting a violation, or may discontinue the furnishing of services to a Co-owner in default under any of the provisions of the Condominium Documents upon seven (7) days written notice to such Co-owner of its intent to do so. A Co-owner in default shall not be entitled to use any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as the default continues; provided, that this provision shall not operate to deprive any Owner of ingress and egress to and from his Unit.

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

**5.6 Financial Responsibility of the Developer.** The responsibility of Developer for assessments is as follows:

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

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

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

## ARTICLE VI

### TAXES, INSURANCE AND REPAIR

**6.1 Real Property Taxes.** Real property taxes and assessments shall be levied against the individual Units and not against the property of the Project or any phase of the Project, except for the year in which the Project or phase was established subsequent to the tax day. Taxes and assessments that become a lien against the Condominium property in any such year shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which the property existed as an established Project on the tax day shall be assessed against the individual Units only, even if a subsequent vacation of the Project has occurred.

Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property tax and special assessment. No Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other units or fractions shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made whether the Unit be owned separately or in common.

**6.2 Insurance Coverage.** The Association shall be appointed as Attorney-in-Fact for each Co-owner to act in connection with insurance matters and shall be required to obtain and maintain, to the extent applicable: casualty insurance with extended coverage, vandalism and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance (if applicable) pertinent to the ownership, use, and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Co-owners, the mortgagees, and the Developer, as their interests may appear. Such insurance, other than title insurance, shall be carried and administered according to the following provisions:

(a) **Co-owner Responsibilities.** Each Co-owner will be responsible for obtaining casualty insurance coverage at his own expense with respect to the residential building and all other improvements constructed or located within the perimeters of his Condominium Unit, and for the Limited Common Elements appurtenant to his Unit. It shall also be each Co-owner's responsibility to obtain insurance coverage for the personal property located within his Unit or elsewhere on the Condominium, for personal liability for occurrences within his Unit or on the Limited Common Elements appurtenant to his Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of his residence. The Association and all Co-owners shall use their best efforts to ensure that all insurance carried by the Association or any Co-owner contains appropriate provisions permitting the waiver of the right of subrogation as to any claims against any Co-owner or the Association for insured losses.

(b) **Common Element Insurance.** The General Common Elements of the Project shall be insured by the Association against fire and other perils covered

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

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

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

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

(f) **Premium Expenses.** Except as otherwise provided, all premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

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

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

(b) **Limited Common Elements and Improvements.** If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, the 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 having an interest in the property, and such Co-owner shall be

responsible for the cost of any reconstruction or repair that he elects to make. The Co-owner shall in any event remove all debris and restore his Unit and its improvements to a clean and sightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

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

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

**6.4 Eminent Domain.** The following provisions will control upon any taking by eminent domain:

(a) **Condominium Units.** In the event of the taking of all or any portion of a Condominium Unit or any improvements located within the perimeters of a Unit, the award for such taking shall be paid to the Co-owner of the Unit and any mortgagee, as their interests may appear. 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, be divested of all interest in the Condominium Project.

(b) **Common Elements.** In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use and/or distribution to its members. The affirmative vote of 67% or more of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) **Amendment to Master Deed.** In the event the Condominium Project continues after taking by eminent domain, the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly and, if any Unit shall have been taken, Article V of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. 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 by any Co-owner.

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

(e) **Inconsistent Provisions.** To the extent not inconsistent with the provisions of this section, Section 133 of the Act shall control upon any taking by eminent domain.

## ARTICLE VII

### CONSTRUCTION REQUIREMENTS

**7.1 Design Standards.** Neighborhood design standards, when properly implemented, convey quality, value and stability to homeowners. The standards which follow are intended to promote consistency of architecture and landscape design. The implementation of these standards plays a direct role in developing a neighborhood and in preserving real estate values.

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

**7.3 Review Committee.** Developer has or will establish an Architectural Review Committee (the "Review Committee"). The mission of such a Review Committee is to ensure that all plans submitted for review meet the criteria established in the design standards. The design standards for the Project as implemented by the Review Committee will provide sufficient control to ensure compatibility with the overall neighborhood image.

**7.4 Architectural Review.** Except for residences constructed or modified by the Developer (or an affiliate of the Developer) during the Development and Sales Period, no building, structure or other improvements shall be constructed within the perimeters of a Condominium Unit or elsewhere on the Condominium Property, nor shall any exterior modification be made to any existing building, structure or improvement, unless plans and specifications containing such detail as



the Association may reasonably require have first been approved in writing by the Review Committee. The Review Committee shall have the right to refuse to approve any plans or specifications, color and/or material applications, grading or landscaping plans, retaining walls and deck location and design, or building location plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing on such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site on which it is proposed to be constructed, the proposed location of the improvement within the Unit, the location of structures within adjoining Units and the degree of harmony with the Condominium as a whole.

**7.5 Approval of Contractor.** All residences and other structures shall be constructed only by residential home builders licensed by the State of Michigan and approved in writing by the Developer, or following the Development and Sales Period, by the Review Committee. If building construction is intended to commence within three (3) months after the date of plan approval, the name of the proposed residential builder must be submitted at the same time as the plans and specifications described in Section 7.3. If construction is to be delayed beyond three (3) months, the name of the proposed residential builder must be submitted for approval at least sixty (60) days prior to the commencement of construction. In its approval process, the Committee may take into consideration the qualifications of the proposed builder along with its reputation in the community before deciding whether or not such builder will be approved for participation in the Project. Construction of all other improvements, including landscaping, must also be done by contractors approved in writing by the Developer or the Review Committee.

**7.6 Specific Requirements.** All approvals required by this Article shall comply with the following requirements:

**(a) Construction Materials.** Each residence shall be finished with wood, masonry (brick), vinyl or other approved exterior.

Roofs must be of shingle construction using cedar, fiberglass or asphalt shingles or other approved constructions and materials. Driveways shall be of a consistent material, either concrete, asphalt or brick, and children's play areas shall be constructed of wood or other approved material.

All exterior paints, stains and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the Review Committee upon request.

**(b) Size and Space Requirements.** All residences will meet or exceed all requirements of the Township of Marion.

Plans for proposed finishing of any terrace level shall be submitted with the application for approval, whether such construction will be completed currently or at a future date.

**(c) Garage.** Each residence must be equipped with an attached garage of not less than two stalls.

**(d) Fencing.** Wood fences and chain link fences are prohibited. No fence may be installed in a front yard. For purpose of this subsection, corner Units abutting two streets, including future planned streets, shall be considered to have 2 front yards. Each unit owner may enclose a portion of his backyard with a decorative white vinyl fence or a wrought aluminum fence black in color, but only after the Review Committee has approved in writing the location of the fence. The enclosed area shall be landscaped or improved in a manner approved in writing by the Review Committee and maintained by the Unit Owner at a level acceptable to the Review Committee.

**(e) Pools.** Above-ground pools are prohibited. In-ground pools are permitted only with prior written approval from the Review Committee. Approved pools must be located in the rear yard and properly fenced and maintained. Notwithstanding the foregoing, a children's play pool not more than 40 square feet with a capacity to hold less than 10 inches of water may be used provided that such pool is stored indoors when not in use.

**(f) Landscaping and Lawn Maintenance.** Each Co-owner is required to install and maintain a minimum level of landscaping, including lawn, gardens, and shrubs. Landscaping and lawn improvements shall be installed no later than 6 months following occupancy, unless weather delays installation, in such cases the improvements shall be installed no later than 9 months following occupancy. Landscape additions, changes and modifications must be approved in writing by the Review Committee prior to installation. The Review Committee will adhere to the following standards, plus other requirements as the Review Committee may specify.

- (i)** Requests for approval must be accompanied by a written plan, showing location, sizes, colors and other details that may be helpful to the Review Committee.
- (ii)** Retaining walls shall be constructed of materials, colors and textures that are natural in appearance. Decorative interlocking concrete block retaining walls are permitted.
- (iii)** The Review Committee reserves the right to limit the location, size and quantity of ornamental structures and decorations. Examples of these items include windmills, bird baths, lawn statuary, plastic flamingos, flag poles, etc.
- (iv)** Produce gardens may be permitted with Review Committee approval. Produce gardens will be limited to no more than 200 square feet, located in the rear yard, and must be at least 8 feet from the property line, or contained within a fenced area.
- (v)** No trees with a diameter greater than 4 inches may be removed without Review Committee approval, unless an urgent safety concern exists.

The following maintenance standards are required:

- (vi) Lawns will be mowed during the growing season before the turf reaches an average height of 5 inches.
- (vii) Dead or fallen trees will be removed from the Owner's property.
- (viii) Dead shrubs will be removed from the Owner's property.
- (ix) Most gardens and planting beds have reasonable quantities of weeds. However, if a garden or planting bed becomes overgrown and a nuisance, the Review Committee may require the weeds to be removed.

Regular lawn maintenance is required even if a home is not occupied or the Owner is currently not there. In the event a yard is not reasonably maintained, the Review Committee will attempt to notify the Owner. If the Review Committee cannot reasonably notify the Owner, or if the Owner does not correct the situation, the Review Committee is authorized to hire the work to be done. The Owner will be billed for the cost, plus a per occurrence fee equal to the greater of \$35 or 10% of the cost.

**(g) Sheds and Other Accessory Buildings.** Sheds and other free-standing accessory structures may be erected only with prior written approval of the Review Committee, in accordance with the following guidelines:

- (i) The location is limited to the rear yard and no portion of the shed or other accessory structure may be erected within an easement, including but not limited to a drainage easement.
- (ii) The location and dimensions must be approved in writing by the Review Committee.
- (iii) Construction materials shall be wood or vinyl and be subject to prior written approval of the Review Committee. Colors shall be neutral or shall match the home. Roofs shall be asphalt shingle matching the home, or as otherwise approved by the Review Committee.
- (iv) The Co-owner is also obligated to comply with any applicable local ordinances, including but not limited to setback requirements.

**(h) Wells.** No wells may be dug on a Unit, whether for landscaping or any other purpose, other than by the Association or the Developer.

**(i) Trash Containers and Pick Up.** All trash shall be placed in containers approved by the Review Committee and, except for short periods of time reasonably necessary to permit collection, kept either inside the garage or

appropriately screened so they cannot be seen from the road or from the neighboring property. All trash will be picked up by a common person or Company selected by the Developer or Association, at the expense of each Co-owner.

**(j) Letter and Delivery Boxes.** The Review Committee will determine the location, design and permitted lettering of all mail and/or paper delivery boxes. Each Co-owner will pay the reasonable cost of installation and maintenance as determined by the Review Committee.

**(k) Rules and Regulations.** The Developer (and following the Transitional Control Date, the Review Committee) may from time to time publish and enforce various rules and regulations intended to provide a safe, pleasant and attractive residential community. Such Rules and Regulations shall be as enforceable as if contained in these Bylaws or the Master Deed.

**7.7 Codes and Ordinances.** In addition to the Construction Requirements contained in this Article, all buildings and other structures must comply with applicable building, mechanical, electrical and plumbing codes in effect at the time the building or structure is erected.

**7.8 Reserved Developer Rights.** The purpose of this Article is to ensure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and its provisions shall be binding upon both the Association and upon all Co-owners in the Project. During the Development and Sales Period, the Developer may construct dwellings or other improvements on the Condominium Premises without the necessity of prior consent from the Association, its Architectural Review Committee or any other person or entity, subject only to the express limitations contained in this Article; provided, however, that all dwellings and improvements shall, in the reasonable judgment of the Developer or its architect, be architecturally compatible with the structures and improvements constructed elsewhere on the Condominium Property. Developer (or any residential builder to whom Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising display signs, storage areas, and reasonable parking incident to its sales efforts and to access to, from, and over the Condominium Property as may be reasonable to enable development and sale of the entire Project.

**7.9 Committee Appointment.** Until such time as dwellings have been constructed within all of the Units, the Developer may designate the members of the Architectural Review Committee. Promptly after completion of construction of the final dwelling in the Project, if rights of appointment have not previously been assigned to the Association, the Developer representatives shall resign from the Committee and the Board of Directors of the Association shall appoint three (3) new members to the Review Committee. In each succeeding year, or at such other intervals as the Board of Directors may decide, the Board of Directors shall appoint or re-appoint three (3) members to serve on the Review Committee.

**7.10 Permitted Variance.** The Architectural Review Committee may, upon a showing of practical difficulty or other good cause, grant variances from the requirements of this section, but only to the extent and in such a manner as do not violate the spirit and intent of such requirements.

## ARTICLE VIII

### USE AND OCCUPANCY RESTRICTIONS

**8.1 Residential Use.** Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single-family residence or purposes incidental to residential use. While the Township of Marion residential zoning standards may permit uses other than single-family residential uses, the Condominium Documents preclude all such non-residential permitted uses. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence, which do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood, are expressly declared to be incidental to primary residential use. To qualify as a home occupation, there must be: (i) no sign or display which indicates from the exterior that the residence is being used for any purpose other than that of a single family dwelling; (ii) no goods or commodities sold upon the premises; and (iii) no mechanical or electrical equipment is used, other than personal computers and other office type equipment. In no event shall any barber shop, styling salon, beauty parlor, tearoom, day care center, animal hospital, or any other form of animal care and/or treatment such as dog grooming, be considered a home occupation. Day care centers offering care for no more than six (6) children at any time shall be deemed to be a home occupation, providing all other provisions of this paragraph are observed. No building intended for other business uses, and no rooming house, day care facility, foster care residence or other commercial use of any kind shall be erected, placed or permitted on any Unit.

**8.2 Common Areas.** The Common Elements shall be used only by the Co-owners of Units in the Condominium and by their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, that any parking areas, landscaped or garden areas, storage facilities or other common areas designed for a specific purpose shall be used only for the purposes approved by the Board. Specifically, the Board may designate portions of lawns as non-recreational areas, and may prevent access or use of such areas for all recreational purposes. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Co-owner, and shall be subject to any lease or easement presently in existence or entered into by the Board or the Developer at some future date which affects all or any part of the Common Elements.

**8.3 Use and Occupancy Restrictions.** In addition to the general requirements of Sections 8.1 and 8.2, the use of the Project and its Common Elements by any Co-owner shall be subject to the following specific restrictions:

(a) **Exterior Changes.** No Co-owner shall make any additions, alterations, or modifications to any of the Common Elements nor make any changes to the exterior appearance of the residence or other improvements located within the perimeters of his Unit without prior approval of Developer or the Architectural Review Committee. A change in the color of a building or a significant landscaping change is included within the meaning of a change in exterior appearance.

**(b) Drainage Easements/Soil Erosion Control Measures.** There are drainage easements established throughout the condominium project for the benefit of all Co-owners. Those drainage easements are located on both common elements and within the boundaries of Units. Co-owners are prohibited from doing any of the following within any designated drainage area: 1) altering the grade; 2) placing temporary or permanent structures, or other improvements; and 3) the destruction, impairment, or other alterations to any drainage structure.

At the time a Co-owner takes occupancy of his Unit the lawn may not be completely established. The Co-owner is responsible for soil erosion control of their Unit including maintaining and installing temporary and permanent erosion controls measures. Measures may be removed only when a lawn within the Unit is completely established and stabilized.

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

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

**(e) Prohibited Uses.** No immoral, improper, offensive or unlawful use shall be made of the Condominium Property, and nothing shall be done or kept in any Unit or on the Common Elements which will increase the rate of insurance for the Project without the prior written consent of the Association. No Co-owner shall permit anything to be done or kept in his Unit or elsewhere on the Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements, or which would violate any law.

**(f) Signs.** No signs or other advertising devices other than those of a design and specification defined by the Developer or the Board of Directors shall be displayed on any Unit or Common Element. Such design standards may specify placement, size, color, materials, frame and post specifications, and such other items as are deemed in the sole discretion of the Developer or Board of Directors to impact the image and ambiance of the Community.

**(g) Exterior Lighting.** Carriage lights, front entry lights, exterior wall lighting and landscape lighting may be installed providing a warm effect but only

with the prior consent of Developer or the Review Committee. No harsh lighting such as vapor lighting or cold LED lighting (above 4000 degrees Kelvin color temperature) may be used on the exterior of a residence.

**(h) Satellite Dishes and Solar Panels.** No satellite dish or solar panel may be installed on any Unit until the type, design and location has been approved in writing by Developer or the Review Committee.

**(i) Personal Property.** No Co-owner shall display, hang or store any clothing, sheets, blankets, laundry or other articles of personal property outside a residence or closed storage building. This restriction shall not be construed to prohibit a Co-owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a patio, deck or balcony appurtenant to a residence located within his Unit; provided, that no such furniture or other personal property shall be stored on any open patio, deck or balcony which is visible from another Unit or from the Common Elements of the Project during the winter season.

**(j) Firearms and Weapons.** No Co-owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, paintball guns, bows and arrows, illegal fireworks or other dangerous weapons, projectiles or devices anywhere on or about the Condominium Property.

**(k) Pets and Animals.** No animals, fowl, or livestock may be kept or maintained on any unit except for dogs, cats, or other household pets without the prior written consent of the Association, which consent, if given, may be revoked at any time by the Association. No exotic, savage or dangerous animal shall be kept on the Condominium Property and no animal may be kept or bred for commercial purposes.

Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time, and must at all times be kept under such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. If a dog's barking can be heard on a frequent basis by any person in a nearby Unit or Common Element, the offending dog may not be kept, even if permission was previously given to keep the pet. No animal shall be permitted to run loose upon the Common Elements, Limited or General, nor upon any Unit except the Unit owned by the owner of such animal, and the owner of each pet shall be responsible for cleaning up after it.

The Association may charge a Co-owner maintaining animals a reasonable supplemental assessment if the Association determines that such an assessment is necessary to defray additional maintenance costs to the Association of accommodating animals within the Condominium. The Association may also, without liability to the owner of the pet, remove or cause any animal to be removed

from the Condominium which it determines to be in violation of the restrictions imposed by this section. Any person who causes or permits any animal to be brought to or kept on the Condominium Property shall indemnify and hold the Association harmless from any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium Property.

(l) **Recreational Vehicles and Parking.** Except as otherwise provided herein, no recreational vehicle, watercraft, snowmobile, camper, or trailer of any kind shall be parked or stored on any Unit unless such item is stored within the garage, with the garage door fully closed. Motor homes, campers, or trailers may be temporarily parked outside on the driveway for no longer than 72 consecutive hours and no longer than 30 cumulative days in any calendar year. No snowmobile, all-terrain vehicle or other off-road motorized recreational vehicle shall be operated on the Condominium Property. No maintenance or repair shall be performed on any boat or recreational vehicle except within a garage or residence where totally isolated from public view.

(m) **Common Elements.** The General Common Elements shall not be used for the storage of supplies or personal property (except for such short periods of time as may be reasonably necessary to permit the periodic collection of trash). No vehicles shall be parked on or along the private drive(s) (except in the event of approved parties or receptions generating a need for off-site parking). No Co-owner shall restrict access to any utility line or other area that must be accessible to service the Common Elements or which affects an Association responsibility in any way. In general, no activity shall be carried on nor condition maintained by any Co-owner either in his Unit or upon the Common Elements which despoils the appearance of the Condominium.

(n) **Application of Restrictions.** Absent an election to arbitrate pursuant to these Bylaws, a dispute or question as to whether a violation of any specific regulation or restriction contained in this Article has occurred shall be submitted to the Board of Directors of the Association which shall conduct a hearing and render a decision in writing, which decision shall be binding upon all owners and other parties having an interest in the Condominium Project.

(o) **Vehicle Parking.** Disabled or unlicensed vehicles may not be parked outside. Vehicles shall be parked in the driveway. No vehicles may be parked on Common Elements overnight, and the Association reserves the right to have such offending vehicles towed at the vehicle owner's expense.

(p) **Commercial Vehicles.** No Unit Owner may park any commercial truck or trailer or any vehicle other than one normally and commonly used for personal transportation on any Unit (except in the garage) or on a private or public roadway within the Condominium Project.

(q) **Registered Sex Offenders.** No person may occupy a Unit, whether as owner, tenant, or member of the household, licensee or regular guest whose name



is on the Michigan Sex Offender Registry. If this provision is violated, the Association shall give notice to the Co-owner that such occupancy is in violation of this paragraph. The Co-owner must give the Association adequate assurances that the violation has been cured and that all future occupancies shall comply with this paragraph. Failure to do so will create option rights in the Association as set forth in Section 11.3.

**8.4 Zoning Compliance.** In addition to the restrictions contained in Section 8.3, the use of any Unit or structure located on the Condominium Property must also satisfy the requirements of the zoning ordinances of the municipality where the Project is located in effect at the time of the contemplated use unless a variance for such use is obtained from a unit of government with jurisdiction over the use of the Unit and Property.

**8.5 Rules of Conduct.** Additional rules and regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of Condominium Units and Common Elements, Limited and General, may be promulgated and amended by the Board. Copies of such rules and regulations must be furnished by the Board to each Co-owner at least 10 days prior to their effective date, and may be revoked at any time by the affirmative vote of 60% or more of all Co-owners.

**8.6 Enforcement by Developer.** The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community, used and occupied for the benefit of the Co-owners and all other persons interested in the Condominium. The Developer's rights include, but are not limited to the following:

(a) Care, upkeep and maintenance of the Common Elements. If at any time the Association fails or refuses to carry out its obligations to install, maintain, repair, replace and landscape in a manner consistent with the maintenance of such standards, the Developer, or any person to whom Developer may assign this right may, at its option, elect to maintain, repair and/or replace any Common Elements or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration.;

(b) Drainage easements/soil erosion control measures. If a Unit Owner fails or refuses to timely comply with all of his obligations under Section 8.3(b), the Developer, or any person to whom Developer may assign this right may, at its option, elect to discharge those obligations and to charge the cost to the Unit Owner;

(c) The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any prohibited activity.

**8.7 Co-owner Enforcement.** An aggrieved Co-owner is also entitled to compel enforcement of the Condominium Documents by action for injunctive relief and/or damages against

the Association, its officers, or another Co-owner in the Project, consistent with Article XIII of the Articles of Incorporation.

**8.8 Remedies on Breach.** In addition to the remedies granted by Section 5.5 for the collection of assessments the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this Section 8, to enter the Unit and to remove or correct the cause of the violation. Such entry will not constitute a trespass, and the Co-owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions contained in this Article will not constitute a waiver of the right of the Association to enforce such restrictions in the future.

**8.9 Developer Approvals.** During the Development and Sales Period, no buildings, fences, walls, drives, walks or other improvements shall be commenced, erected or maintained, nor shall any addition to, or external change in the appearance of any structure be made (including color and design), nor shall any hedges, trees, plantings or landscaping modifications be made, until plans or specifications acceptable to the Developer, showing the nature, kind, shape, height, materials, 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 Developer.

The Developer shall have the right to refuse to approve any plans or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such specifications, grading or landscaping plans, 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 erect the same, and the degree of harmony with the Project as a whole.

**8.10 Reserved Rights of Developer.** The restrictions contained in this Article shall not apply to the commercial activities of the Developer during the Development and Sales Period, or of the Association in the exercise of the powers and purposes contained in these Bylaws and in the Articles of Incorporation, as they may be amended from time to time. The Developer shall also have the right to conduct construction activities in a commercially reasonable manner and to maintain a sales office, advertising display signs, storage areas and reasonable parking incident to its sales efforts and such access to, from and over the Condominium Property as may be reasonable to enable development and sale of the entire Project.

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

## ARTICLE IX

### MORTGAGES

**9.1 Notice to Association.** Any Co-owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee, and the Association will maintain such information in a book entitled "Mortgagees of Units". Such information relating to mortgagees will be made available to the Developer or its successors as needed for the purpose of obtaining consent from or giving notice to mortgagees concerning amendments to the Master Deed or other actions requiring consent or notice to mortgagees under the Condominium Documents or the Act.

**9.2 Insurance.** The Association shall notify each mortgagee appearing in the Mortgagees of Units book, of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief, with the amounts of such coverage.

**9.3 Rights of Mortgagees.** Except as otherwise required by applicable law or regulations which are binding on the parties, the holder of a first mortgage of record on a Condominium Unit will be granted the following rights:

(a) **Inspection and Notice.** Upon written request to the Association, a mortgagee will be entitled to: (i) inspect the books and records relating to the Project on reasonable notice during normal business hours; (ii) receive a copy of the annual financial statement which is distributed to Owners; (iii) notice of any default by its mortgagor in the performance of the mortgagor's obligations which is not cured within 30 days; and (iv) notice of all meetings of the Association, as required by the Act, and its right to designate a representative to attend such meetings.

(b) **Exemption from Restrictions.** A mortgagee which comes into possession of a Condominium Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, shall be exempt from any option or "right of first refusal" on the sale or rental of the mortgaged Unit, including but not limited to, restrictions on the posting of signs pertaining to the sale or rental of the Unit.

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

## ARTICLE X

### LEASES

**10.1 Notice of Lease.** A Co-owner, including the Developer, desiring to rent or lease a Condominium Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a prospective tenant and, at the same time, shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents.

**10.2 Terms of Lease.** Tenants or non-Co-owner occupants shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must require such compliance. The owner of each rental unit will present to the Association evidence of certification or registration of the rental unit if required by local ordinance.

**10.3 Remedies of Association.** If the Association determines that any tenant or non-Co-owner occupant has failed to comply with any conditions of the Condominium Documents, the Association may take the following action:

(a) **Notice.** The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

(b) **Investigation.** The Co-owner will have 15 days after receipt of the notice to investigate and correct the alleged breach by the tenant or to advise the Association that a violation has not occurred.

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

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

## ARTICLE XI

### TRANSFER OF UNITS

**11.1 Unrestricted Transfers.** An individual Co-owner may, without restriction under these Bylaws, sell, give, devise or otherwise transfer his Unit, or any interest in the Unit.

**11.2 Notice to Association.** Whenever a Co-owner shall sell, give, devise or otherwise transfer his Unit, or any interest therein, the Co-owner shall give written notice to the Association within five (5) days after consummating the transfer. Such notice shall be accompanied by a copy of the sales agreement, deed or other documents evidencing the title or interest transferred.

**11.3 Association Purchase Option.** If a Unit is occupied in violation of Section 8.3(p), and such violation is not timely cured as set forth therein, the Association may purchase the Unit at a price equal to ninety percent (90%) of the price the Co-owner paid to purchase the Unit or build the residence. The Association may enforce its purchase option by obtaining injunctive relief from any court of competent jurisdiction. If the Association is reasonably required to obtain legal or equitable intervention, the Co-owner shall be responsible for the Association's legal costs, fees and expenses. The Association shall then undertake to resell the Unit in a commercially reasonable manner. Any net proceeds realized by the Association after paying or recovering all Association costs or expenses relating to the acquisition (under this provision), ownership, maintenance, repair or resale of the Unit shall be then paid to the Co-owner. The provisions above shall not be exercised in a manner that results in a loss on a guaranteed loan by a lending institution.

## ARTICLE XII

### ARBITRATION

**12.1 Submission to Arbitration.** Any dispute, claim or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws or other Condominium Documents, and any disputes, claims or grievances arising among or between Co-owners or between such Owners and the Association may, upon the election and written consent of the parties to the dispute, claim or grievance, and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision and/or award as final and binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time, shall be applicable to any such arbitration.

**12.2 Disputes Involving the Developer.** A contract to settle by arbitration may also be executed by the Developer and any claimant with respect to any claim against the Developer that might be the subject of a civil action, provided that:

(a) **Purchaser's Option.** At the exclusive option of a Purchaser or Co-owner in the Project, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim involves an amount less than \$2,500.00 and arises out of or relates to a purchase agreement, Condominium Unit or the Project.

**(b) Association's Option.** At the exclusive option of the Association of Co-owners, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim arises out of or relates to the Common Elements of the Project, if the amount of the claim is \$10,000.00 or less.

**12.3 Preservation of Rights.** Election by any Co-owner or by the Association to submit any dispute, claim or grievance to arbitration shall preclude such party from litigating the dispute, claim or grievance in the courts. Except as provided in these Bylaws, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim or grievance in the absence of an election to arbitrate.

## **ARTICLE XIII**

### **CIVIL ACTIONS**

The requirements of this Article XIII shall govern the corporation's commencement and conduct of any civil action except for actions to enforce these Bylaws of the corporation or collect delinquent assessments. The requirements of this Article XIII will ensure that the members of the corporation are fully informed regarding the prospects and likely costs of any civil action the corporation proposes to engage in, as well as the ongoing status of any civil action actually filed by the corporation. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the corporation's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each member of the corporation shall have standing to sue to enforce the requirements of this Article XIII. The following procedures and requirements apply to the corporation's commencement of any civil action other than an action to enforce these Bylaws of the corporation or collect delinquent assessments:

**(a)** The Association's Board of Directors ("Board") shall be responsible in the first instance for recommending to the members that a civil action be filed and supervising and directing any civil actions that are filed.

**(b)** Before an attorney is engaged for purposes of filing a civil action on behalf of the corporation, the Board shall call a special meeting of the members of the corporation ("Litigation Evaluation Meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the members of the date, time and place of the Litigation Evaluation Meeting shall be sent to all members not less than twenty (20) days before the date of the meeting and shall include the following information:

**(1)** A certified resolution of the Board setting forth in detail the concerns of the Board giving rise to the need to file a civil action and further certifying that:

**(a)** It is in the best interests of the corporation to file a lawsuit;

- (b) That at least one Board member has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the corporation, without success;
- (c) Litigation is the only prudent, feasible and reasonable alternative; and
- (d) The Board's proposed attorney for the civil action is of the written opinion that litigation is the corporation's most reasonable and prudent alternative.

(2) A written summary of the relevant experience of the attorney ("Litigation Attorney") the Board recommends be retained to represent the corporation in the proposed civil action, including the following information:

- (a) The number of years the Litigation Attorney has practiced law; and
- (b) The name and address of every condominium and homeowner association for which the Litigation Attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was file.

(3) The Litigation Attorney's written estimate of the amount of the corporation's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(4) The Litigation Attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("Total Estimated Cost"). The Total Estimated Cost of the civil action shall include the Litigation Attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(5) The Litigation Attorney's proposed written fee agreement.

(6) The amount to be specially assessed against each unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per unit basis, as required by subparagraph (f) of this Article XIII.

(c) If the lawsuit relates to the condition of any of the common elements of the Condominium, the Board shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the common elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any

expert recommended by the Litigation Attorney or any other attorney with whom the Board consults for that purpose. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the common elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the members of the corporation have a realistic appraisal of the condition of the common elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to the members with the written notice of the Litigation Evaluation Meeting.

(d) The corporation shall have a written fee agreement with the Litigation Attorney, and any other attorney retained to handle the proposed civil action. The corporation shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the members in the text of the corporation's written notice to the members of the Litigation Evaluation Meeting.

(e) At the Litigation Evaluation Meeting the members shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the Litigation Attorney. The commencement of any civil action by the corporation (other than a suit to enforce the Condominium Bylaws or collect delinquent assessments) shall require the approval of seventy-five percent (75%) in number and in value of all of the members of the corporation. Any proxies to be voted at the Litigation Evaluation Meeting must be signed at least seven (7) days prior to the Litigation Evaluation Meeting.

(f) All legal fees incurred in pursuit of any civil action that is subject to this Article XIII shall be paid by special assessment of the members of the corporation ("Litigation Special Assessment"). The Litigation Special Assessment shall be approved at the Litigation Evaluation Meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all members of the corporation in the amount of the estimated total cost of the civil action. If the Litigation Attorney proposed by the Board is not retained, the Litigation Special Assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the corporation. The Litigation Special Assessment shall be apportioned to the members in accordance with their respective percentage of value interests in the Condominium and shall be collected from the members on a monthly basis. The total amount of the Litigation Special Assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

(g) During the course of any civil action authorized by the members pursuant to this Article XIII, the retained attorney shall submit a written report ("Attorney's Written Report") to the Board every thirty (30) days setting forth:

- (1) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period



immediately preceding the date of the Attorney's Written Report ("reporting period").

- (2) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.
- (3) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.
- (4) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.
- (5) Whether the originally estimated total cost of the civil action remains accurate.

(h) The Board shall meet monthly during the course of any civil action to discuss and review:

- (1) The status of the litigation;
- (2) The status of settlement efforts, if any; and
- (3) The Attorney's Written Report.

(i) If, at any time during the course of a civil action, the Board determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the Litigation Special Assessment previously approved by the members, the Board shall call a special meeting of the members to review the status of the litigation, and to allow the members to vote on whether to continue the civil action and increase the Litigation Special Assessment. The meeting shall have the same voting requirements as a Litigation Evaluation Meeting.

(j) The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action subject to this Article XIII ("Litigation Expenses") shall be fully disclosed to members in the corporation's annual budget. The Litigation Expenses for each civil action subject to this Article XIII shall be listed as a separate line item captioned "Litigation Expenses" in the corporation's annual budget.

#### ARTICLE XIV

#### ELECTRONIC PARTICIPATION

A shareholder, member, or proxy holder may participate in a meeting of shareholders or

members by a conference telephone or other means of remote communication that permits all persons who participate in the meeting to communicate with all the other participants, consistent with the following:

- (a) All participants shall be advised of the means of remote communication.
- (b) Participation in a meeting under this section constitutes presence in person at the meeting.
- (c) The board of directors may hold a meeting of shareholders or members that is conducted solely by means of remote communication.
- (d) Subject to any guidelines and procedures adopted by the board of directors, shareholders, members, and proxy holders that are not physically present at a meeting of shareholders or members may participate in the meeting by a means of remote communication, and are considered present in person and may vote at the meeting, if all of the following are met:
  - (1) The corporation implements reasonable measures to verify that each person that is considered present and permitted to vote at the meeting by means of remote communication is a shareholder, member, or proxy holder.
  - (2) The corporation implements reasonable measures to provide each shareholder, member, or proxy holder a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders or members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings.
  - (3) If any shareholder, member, or proxy holder votes or takes other action at the meeting by a means of remote communication, a record of the vote or other action is maintained by the corporation.

## **ARTICLE XV**

### **MISCELLANEOUS PROVISIONS**

**13.1 Definitions.** All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which these Bylaws are attached as an exhibit, or as defined in the Act.

**13.2 Severability.** In the event that any of the terms, provisions, or covenants of these Bylaws or of any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair 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.

**13.3 Notices.** Notices provided for in the Act, the Master Deed, or the Bylaws shall be in writing, and shall be addressed to the Association at its registered office in the State of Michigan, and to any Co-owner at the address contained in the deed of conveyance, or at such other address as may subsequently be provided by the Co-owner.

The Association may designate a different address for notices to it by giving written notice of such change of address to all Co-owners. Any Co-owner may designate a different address for notices to him or her by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

**13.4 Amendment.** These Bylaws may be amended, altered, changed, added to or repealed only in the manner prescribed by Article IX of the Master Deed.

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

- (1) the Master Deed, including the Condominium Subdivision Plan (but excluding these Bylaws);
- (2) these Condominium Bylaws;
- (3) the Articles of Incorporation of the Association;
- (4) the Association (Corporate) Bylaws; and
- (5) the Rules and Regulations of the Association.

**EXHIBIT**

ALLIE SOUTH SURVIVOR, LLC  
2000 TELLICORAH ROAD, SUITE 200A  
BIRMINGHAM, MISSISSIPPI 38203

**Exhibit "B" to the Master Deed of  
Tamarack Place  
A Part of the Southwest 1/4 of Section 2  
Town 2 North, Range 4 East  
Marion Township, Livingston County, Michigan  
Livingston County Condominium Subdivision Plan No. 448**

**"TAMARACK PLACE" 92.24 ACRE PARCEL**

BEGINNING at the Southwest Corner of Section 2, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan; thence N01°57'50"W 2145.88 feet along the West line of said Section 2; thence along the South line of Lot 63 of "Peary Road Estates No. 2" as recorded in Liber 14 of Plats, Pages 43 through 45, Livingston County Records N83°49'44"E 218.82 feet (platted as N83°33'E 218.89 feet); thence along the Southwesterly line of South Albott Drive (80 foot wide), platted as Albott Drive in said "Peary Road Estates No. 2," Southwesterly, non-temperately, 168.11 feet along the arc of a 231.00 foot radius curve to the left, having a central angle of 39°22'28" and a chord which bears S26°23'38"E 164.98 feet; thence S39°50'08"W 289.83 feet; thence S01°22'08"E 90.00 feet; thence N88°37'55"E 202.84 feet; thence N01°22'03"W 47.86 feet; thence the following five (5) courses along the South boundary of said "Peary Road Estates No. 2":

- 1) N82°44'35"E 89.81 feet (platted as N82°45'E 90.00 feet);
- 2) S82°30'09"E 175.08 feet (platted as S82°30'E 175.00 feet);
- 3) N47°18'37"E 228.52 feet (platted as N47°17'40"E 228.54 feet);
- 4) Southwesterly, non-temperately, 307.12 feet (platted as 306.94 feet) along the arc of a 438.33 foot radius curve to the left, having a central angle of 49°08'40" (platted as 49°07'18") and a long chord which bears S71°18'24"E 300.87 feet (platted as S71°18'20"E 300.71 feet) along the South line of said South Albott Drive (80 foot wide), and
- 5) N88°38'13"E 350.85 feet (platted as N88°38'E 351.00 feet) continuing along the South line of said Albott Drive; thence S01°22'00"E 1350.38 feet (platted as 1350.00 feet) along the West line of "Peary Road Estates No. 1," as recorded in Liber 13 of Plats, Pages 24 and 25, Livingston County Records; thence along the boundary lines of "OUTLOT B" of said "Peary Road Estates No. 1" the following five (5) courses:

- 1) N88°38'00"E 210.00 feet;
  - 2) 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 chord which bears N49°38'00"E 42.43 feet;
  - 3) non-temperately, S01°22'00"E 128.00 feet along the West line of Peary Road, 80 foot wide 1/2 Right-of-way;
  - 4) Northwesterly, non-temperately, 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 chord which bears N49°22'00"W 42.43 feet, and
  - 5) S88°38'00"W 210.00 feet.
- thence S01°22'00"E 288.84 feet (platted as 289.20 feet) along said West line of "Peary Road Estates No. 1"; thence S88°47'11"W (platted as S88°47'W) 2246.26 feet along the South line of said Section 2, same being the North line of "Marion Heights," as recorded in Liber 19 of Plats, Pages 23-25, Livingston County Records, to the Place of Beginning. Being the OUTLOT B of "Peary Road Estates No. 1," as recorded in Liber 13 of Plats, Pages 24 and 25, Livingston County Records, and ALSO a part of the Southwest 1/4 of Section 2, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Containing 92.24 acres of land, more or less. Subject to rights of the public, other riparian owners and governmental agencies in the waters of Jewel and Extension County Drain, also subject to and together with all easements and restrictions affecting this to the above premises.

**SHEET INDEX**

SHEET NO.	DESCRIPTION	COVER SHEET
1	COVER SHEET	
<b>SUBJECT PLANS:</b>		
2	CONDUIT / SURVEY PLAN	
3	UNITS 1-A, 3A-9A & 12	
4	UNITS 7-10 & 21-24	
5	UNITS 11-18, 19-31 & 27-30	
6	UNITS 17-18 & 100-108	
7	UNITS 23-30, 63-69 & 87	
8	UNITS 48-54 & 63-69	
9	UNITS 66-68, 67-68, 116 & 144	
10	UNITS 88, 89, 91 & 113-119	
11	UNITS 88, 89, 91 & 113-119	
12	UNITS 72-74, 88-92 & 112	
13	UNITS 75-77 & 85-89	
14	UNITS 78-84	
15	UNITS 83-86 & 109-111	
16	UNITS 87-89 & 105-108	
17	UNITS 171-193 & 141-143	
18	UNITS 151-153 & 137-140	
19	UNITS 124-126 & 133-136	
20	UNITS 124-126 & 133-136	
21	OPEN SPACE	

**UNIT / UTILITY - CROSS SECTION PLANS:**

SHEET NO.	DESCRIPTION	COVER SHEET
22	CONDUIT / SITE - UTILITY - CROSS SECTION PLAN	
23	UNITS 1-A, 3A-9A & 12	
24	UNITS 7-10 & 21-24	
25	UNITS 11-18, 19-31 & 27-30	
26	UNITS 17-18, 100-108	
27	UNITS 23-30, 63-69 & 87	
28	UNITS 48-54, 63-69, 116 & 144	
29	UNITS 66-68, 67-68, 113-119	
30	UNITS 88, 89, 91 & 112	
31	UNITS 72-74, 88-92 & 112	
32	UNITS 75-77 & 85-89	
33	UNITS 78-84	
34	UNITS 83-86 & 109-111	
35	UNITS 87-89 & 105-108	
36	UNITS 171-193 & 141-143	
37	UNITS 151-153 & 137-140	
38	UNITS 124-126 & 133-136	
39	UNITS 124-126 & 133-136	
40	OPEN SPACE	
41	OPEN SPACE	

**DATA TABLE:**

SHEET NO.	DESCRIPTION	COVER SHEET
42	CURVE DATA TABLE - UNIT AREA / FINISH FLOOR ELEVATION TABLE	
43	UNIT CORNER COORDINATE TABLE	

ATTENTION: COUNTY REGISTER OF DEEDS THE CONDOMINIUM SUBDIVISION PLAN IS NOT TO BE CONSIDERED A DETAILED PROJECT DESIGN OR AN ARCHITECTURAL OR ENGINEERING DESIGN OR PROFESSIONAL SURVEY. PROJECT DESIGN PLANS ARE FILED AS PART OF THE CONSTRUCTION PERMIT APPLICATION WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

NOTE: THE CONDOMINIUM SUBDIVISION PLAN IS NOT TO BE CONSIDERED A DETAILED PROJECT DESIGN OR AN ARCHITECTURAL OR ENGINEERING DESIGN OR PROFESSIONAL SURVEY. PROJECT DESIGN PLANS ARE FILED AS PART OF THE CONSTRUCTION PERMIT APPLICATION WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

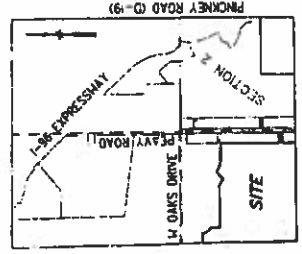


James L. Lukonice  
Professional Surveyor No. 4001036119

JANUARY 7, 2022  
PROPOSED DATED  
JOB No. 1-11-02-203925  
TAM PL C - COVER SHEET 1

07/19/2021 08:27:53  
CIVIL SURVEYOR  
LAND SURVEYOR  
2183 PLASS DRIVE  
BIRMINGHAM, MISSISSIPPI 38214

Exhibit "B" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marlon Township, Livingston County, Michigan  
**Composite Plan  
 Survey Plan**



Location Map  
 Not To Scale

**SURVEYOR'S CERTIFICATE**  
 I, MARCUS L. LUBOWSKI, registered land surveyor of the State of Michigan, hereby certify:  
 That the subdivision plan shown as "TAMARACK PLACE," Livingston County Comprehensives Subdivision Plan No. 4418

as shown on the accompanying drawings, represent a survey on the ground made under my direction that there are no existing encroachments upon the lands and property herein described. That the required measurements and iron markers have been located in the ground as required by rules promulgated under Section 142 of Act No. 88 of the Public Acts of 1978. That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 88 of the Public Acts of 1978. That the bearings, as shown, are based on Survey Plan as required by the rules promulgated under Section 142 of Act No. 88 of the Public Acts of 1978.

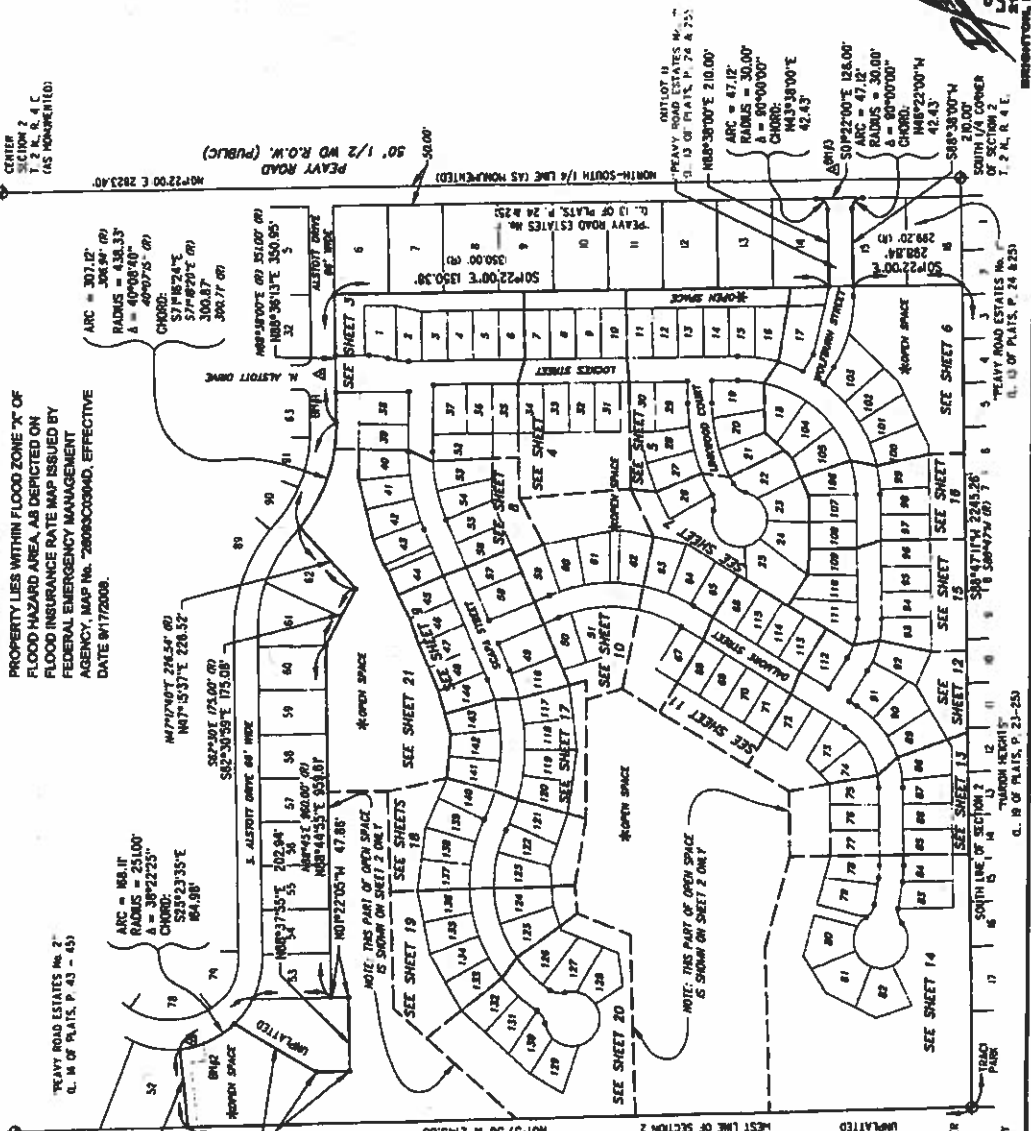


MARCUS L. LUBOWSKI  
 PROFESSIONAL SURVEYOR No. 4001038119  
 JANUARY 7, 2022  
 PROPOSED DATED  
 CIVIL ENGINEER  
 LARRY WOODRUFF  
 JOB No. 1-11-02-203925  
 SITE PLAN SURVEY  
 TAMI PLC - COUP  
 SHEET 2

**DEVELOPER**  
 BLUE SOUTH SUBURBIA, LLC  
 2600 TELEGRAPH ROAD, SUITE 200A  
 BRIGHTON HILLS, MICHIGAN 48025

**NOTES:**  
 RIGHT-OF-WAYS OF ALL INTERIOR STREETS: LOCKES, WOLFURN, LINKWOOD COURT, SCAPA AND DALMORE ARE ALSO PRIVATE EASEMENTS FOR PUBLIC UTILITIES AND STORM WATER DRAINAGE.  
 SEE SURVEY PLAN SHEETS 3 - 21 FOR ALL PROPOSED EASEMENTS.  
 \* PRIVATE EASEMENT FOR STORM SEWER OVER ENTIRE OPEN SPACE AREA.  
 PROPERTY LIES WITHIN FLOOD ZONE "X" OF FLOOD HAZARD AREA, AS DERIVED ON FLOOD INSURANCE RATE MAP ISSUED BY FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP No. 26098C030904D, EFFECTIVE DATE 9/17/2008.

**NOTE:**  
 SEE ARTICLE VII of MASTER DEED FOR DESCRIPTION OF ALL EASEMENTS AFFECTING THIS CONDOMINIUM PROJECT.



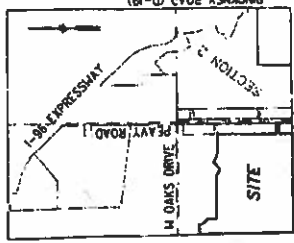
**BENCHMARKS:**  
 BENCHMARK #1  
 WESTERN RM OF A SANITARY SEWER MANHOLE, LOCATED AT THE INTERSECTION OF S. ALSTOTT DRIVE AND N. ALSTOTT DRIVE.  
 ELEVATION = 902.28 (NOV 02)  
 BENCHMARK #2  
 WESTERN RM OF A SANITARY SEWER MANHOLE, LOCATED WEST OF 8142 S. ALSTOTT.  
 ELEVATION = 904.48 (NOV 02)  
 BENCHMARK #3  
 ARROW ON HYDRANT, LOCATED ON THE EAST SIDE OF PEAVY ROAD AT WILBUR STREET.  
 ELEVATION = 928.48 (NOV 02)

**LEGEND**  
 ALL DIMENSIONS ARE IN FEET.  
 ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.  
 THE SYMBOL "O" INDICATES A SET 1/2" IRON ROD ENCASED IN 4" x 8" CONCRETE MONUMENT, SET AT ALL MAJOR CONDO BOUNDARY CORNERS (RULE 666.407(4)) AND AT ALL STREET R.O.W. CORNERS.  
 THE SYMBOL "C" INDICATES FOUND CONCRETE MONUMENT.  
 ALL UNIT AND OPEN SPACE CORNERS ARE MONUMENTED WITH AN 1/2" DIA. 16" LONG IRON ROD AND CAP (CALL 88116).  
 BEARINGS ARE BASED ON THE PLAT OF PEAVY ROAD ESTATES NO. 1 AS RECORDED IN LIBER 13 OF PLATS, PAGES 24 AND 26, LIVINGSTON COUNTY RECORDS.  
 --- BOUNDARY LINE  
 --- MATCH LINE  
 (O) PLAT RECORD  
 (C) PLAT RECORD  
 SOUTHWEST CORNER OF SECTION 2, T. 2 N., R. 4 E., MARLON TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

**SCALE**  
 1 inch = 150 feet  
 0 75 150 300  
 (IN FEET)

Exhibit "B" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marion Township, Livingston County, Michigan

**Survey Plan**



Location Map  
 Not To Scale

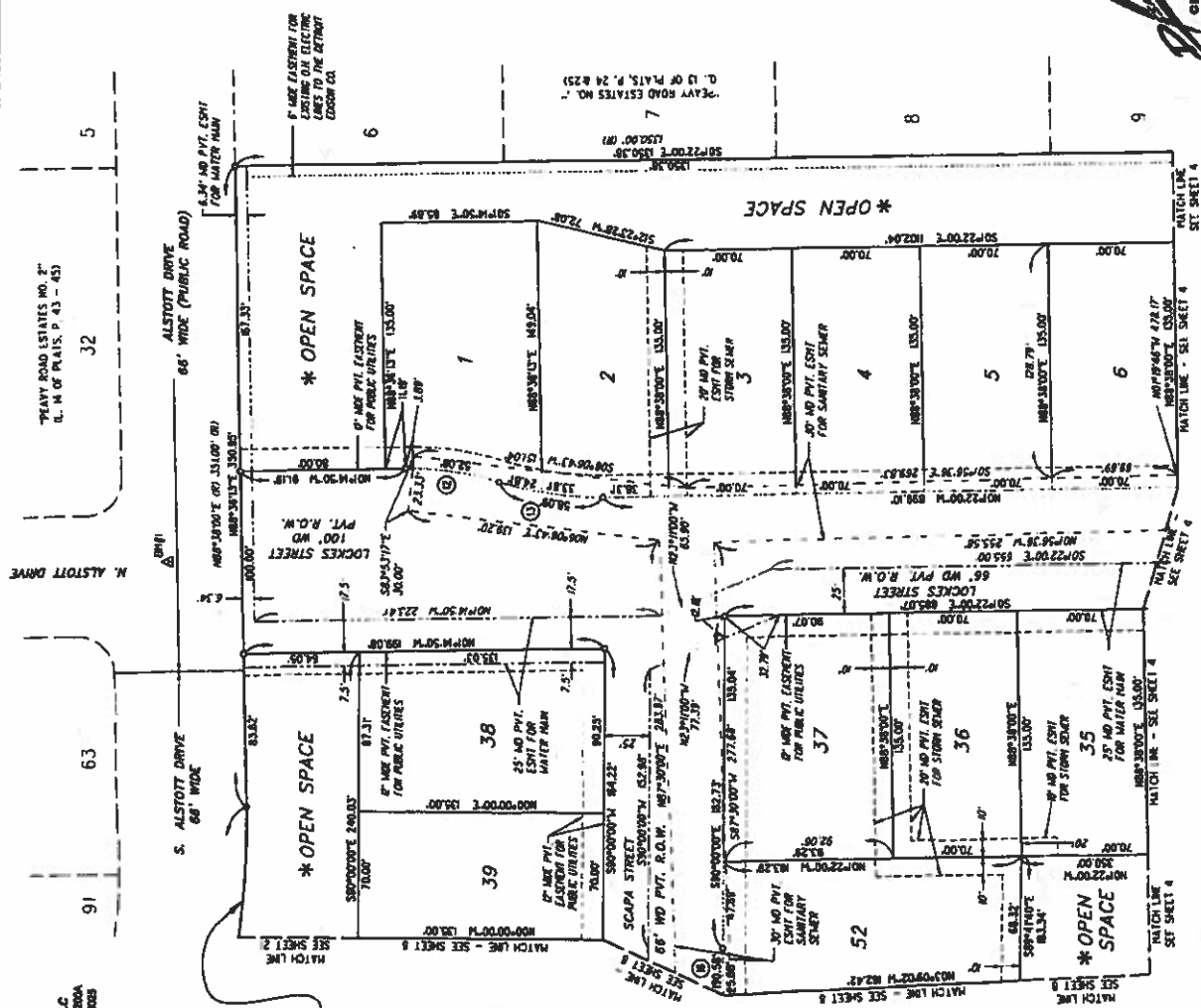
**SURVEYOR'S CERTIFICATE**  
 L. Marjorie L. Lukowicz, registered land surveyor of the state of Michigan, hereby certifies that the subdivision plan known as "TAMARACK PLACE," Livingston County Condominium Subdivision Plan No. \_\_\_\_\_

as shown on the accompanying drawings, represent a survey on the ground made under my direction that there are no existing encroachments upon the lands and property herein described. That the required monuments and iron markers have been located in the ground as required by rules promulgated under Section 142 of Act No. 36 of the Public Acts of 1978. That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 36 of 1978. That the bearings, as shown, are based on Survey Plan as required by the rules promulgated under Section 142 of Act No. 36 of the Public Acts of 1978.



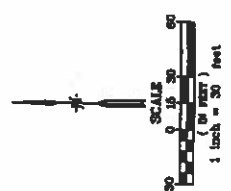
*Minerals*  
 MADRUSSE L. LUKOWICZ  
 PROFESSIONAL SURVEYOR No. 4001038119

JANUARY 7, 2022  
 PROPOSED DATED  
 CIVIL ENGINEER  
 LARRY SUTHERLAND  
 2105 PALM DRIVE  
 BLOOMINGTON, MICHIGAN 48104



**DEVELOPERS:**  
 BLUE SOUTH SUBURBIA, LLC  
 2400 TELEGRAPH ROAD, SUITE 200A  
 BIRMINGHAM, MICHIGAN 48102

ARC = 307.12'  
 306.94' (R)  
 RADIUS = 438.33'  
 Δ = 40°08'40" (R)  
 CHORD = 317.624'  
 317.624' (R)  
 300.87' (R)  
 300.71' (R)



**BENCHMARKS:**  
 SEE SHEET 2 FOR BENCHMARK  
 DEPICTIONS AND DESCRIPTIONS.

**NOTES:**

- \* = PRIVATE EASEMENT FOR STORM WATER DRAINAGE OVER ENTIRE OPEN SPACE AREA.
- RIGHT-OF-WAYS OF ALL INTERIOR STREETS: LOCKES, WOLFURN, LINKWOOD COURT, SCAPA AND DALLMORE ARE ALSO PRIVATE EASEMENTS FOR PUBLIC UTILITIES AND STORM WATER DRAINAGE.

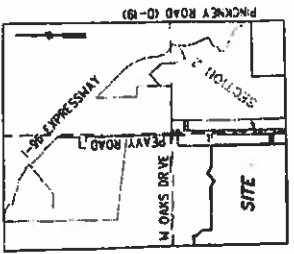
**LEGEND**  
 ALL DIMENSIONS ARE IN FEET.  
 ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.

THE SYMBOL "O" INDICATES A SET 1/2" IRON ROD ENCASED IN 4" x 8" CONCRETE MONUMENT SET AT ALL MAJOR CONDO BOUNDARY CORNERS (RULE 99A (4)(a)) AND AT ALL STREET R.O.W. CORNERS.

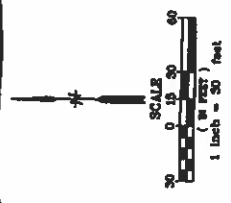
THE SYMBOL "X" INDICATES FOUND CONCRETE MONUMENT.  
 ALL LOTS AND OPEN SPACE CORNERS ARE MONUMENTED WITH AN 1/2" DIA., 18" LONG IRON ROD AND CAP (DALL 38116).  
 BEARINGS ARE BASED ON THE PLAT OF PEAVY ROAD ESTATES NO. 1 AS RECORDED IN LIBER 13 OF PLATS, PAGES 34 AND 35, LIVINGSTON COUNTY RECORDS.  
 (R) = PLAT RECORD  
 --- = BOUNDARY LINE  
 --- = MATCH LINE  
 --- = CURVE CENTER  
 --- = PVT. ESHI FOR SANITARY SEWER  
 --- = PVT. ESHI FOR WATER MAIN

Exhibit "g" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marion Township, Livingston County, Michigan  
**Survey Plan**

**DEVELOPER**  
 BLUE SOUTH SURVORGE LLC  
 3040 TELEGRAPH ROAD, SUITE 300A  
 BIRMINGHAM PARK, MICHIGAN 48025



Location Map  
 Not To Scale

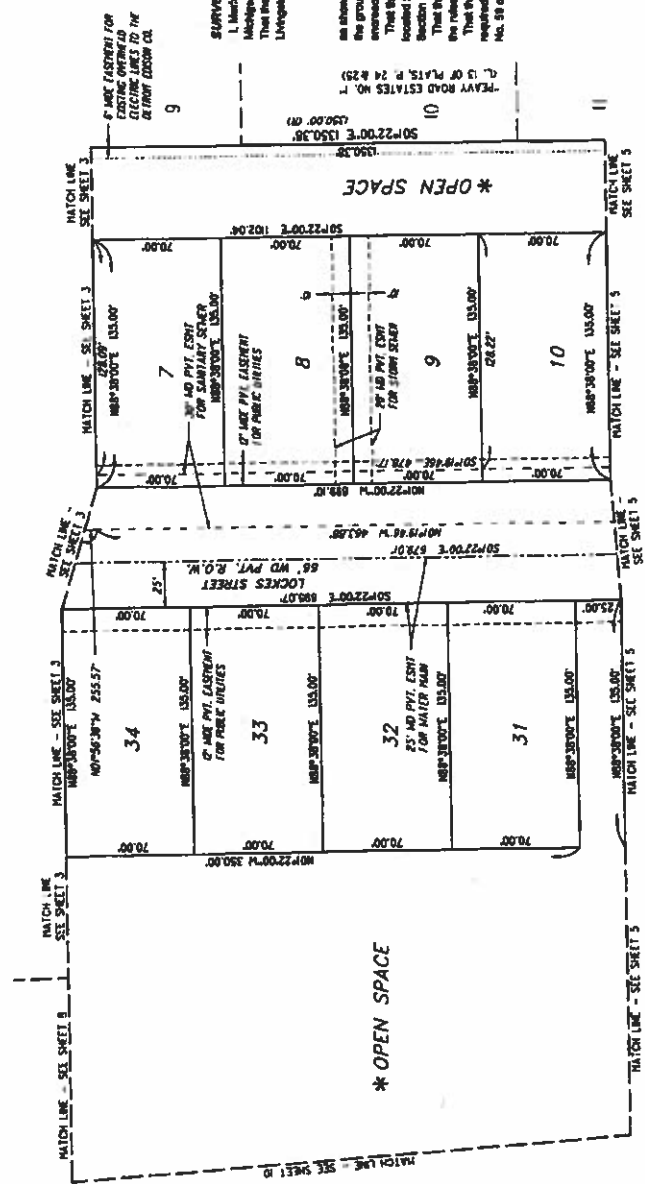


**NOTES:**  
 \* = PRIVATE EASEMENT FOR STORM WATER DRAINAGE OVER ENTIRE OPEN SPACE AREA  
 RIGHT-OF-WAYS OF ALL INTERIOR STREETS: LOCKES, WOLFURN, LINDWOOD COURT, SCAPA AND DALMORE ARE ALSO PRIVATE EASEMENTS FOR PUBLIC UTILITIES AND STORM WATER DRAINAGE

**BENCHMARKS:**  
 SEE SHEET 2 FOR BENCHMARK DEPICTIONS AND DESCRIPTIONS.

**LEGEND**  
 ALL DIMENSIONS ARE IN FEET.  
 ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.  
 THE SYMBOL "O" INDICATES A SET 1/2" IRON ROD ENCASED IN 4" X 8" CONCRETE MONUMENT, SET AT ALL MAJOR CORNER BOUNDARY CORNERS (RULE 58B.407(1)) AND AT ALL STREET R.O.W. CORNERS.  
 THE SYMBOL "C" INDICATES FOUND CONCRETE MONUMENT.  
 ALL UNITS AND OPEN SPACE CORNERS ARE MONUMENTED WITH AN 1/2" DIA., 18" LONG IRON ROD AND CAP (BILL 38119).  
 EASEMENTS ARE BASED ON THE PLAT OF PEAVY ROAD SEATED NO. 1 AS RECORDED IN LIBER 14 OF PLAT, PAGES 24 AND 25, LIVINGSTON COUNTY RECORDS.

(B) = PLAT RECORD  
 - B = BOUNDARY LINE  
 - M = MATCH LINE  
 (C) = CURVE IDENTIFIER  
 [---] = PVI, ESENT FOR SANITARY SEWER  
 [---] = PVI, ESENT FOR WATER MAIN



**SURVEYOR'S CERTIFICATE**  
 I, Matthew L. Lukowicz, registered land surveyor of the State of Michigan, hereby certify that the subdivision plan known as "TAMARACK PLACE" Livingston County Condominium Subdivision Plan No. 44489 is shown on the accompanying drawings, represents a survey on the ground made under my direction and there are no existing encroachments upon the lands and property herein described. That the required measurements and true meridian have been located in the ground as required by rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978. That the accuracy of the survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978. That the bearings, as shown, are read on Survey Plan as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.

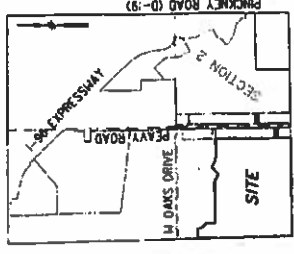
**MHL**



Matthew L. Lukowicz  
 PROFESSIONAL SURVEYOR No. 400038119  
 JANUARY 7, 2022  
 PROPOSED DATED  
 CIVIL ENGINEERS  
 LAND SURVEYORS  
 JOB No. 1-11-02-203923  
 2185 PLEAS DRIVE  
 TAYLOR, MICHIGAN 48146  
 SHEET 4

Exhibit "B" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marion Township, Livingston County, Michigan  
**Survey Plan**

**DEVELOPER**  
 BLUE SOUTH BUNDRIDGE, LLC  
 3040 TELEGRAPH ROAD, SUITE 200A  
 BIRCHMOUNT, MICHIGAN 48005



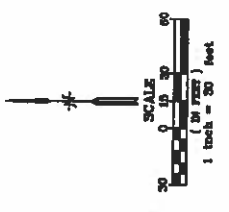
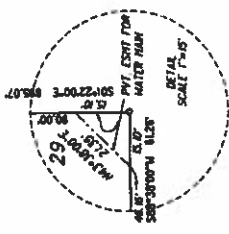
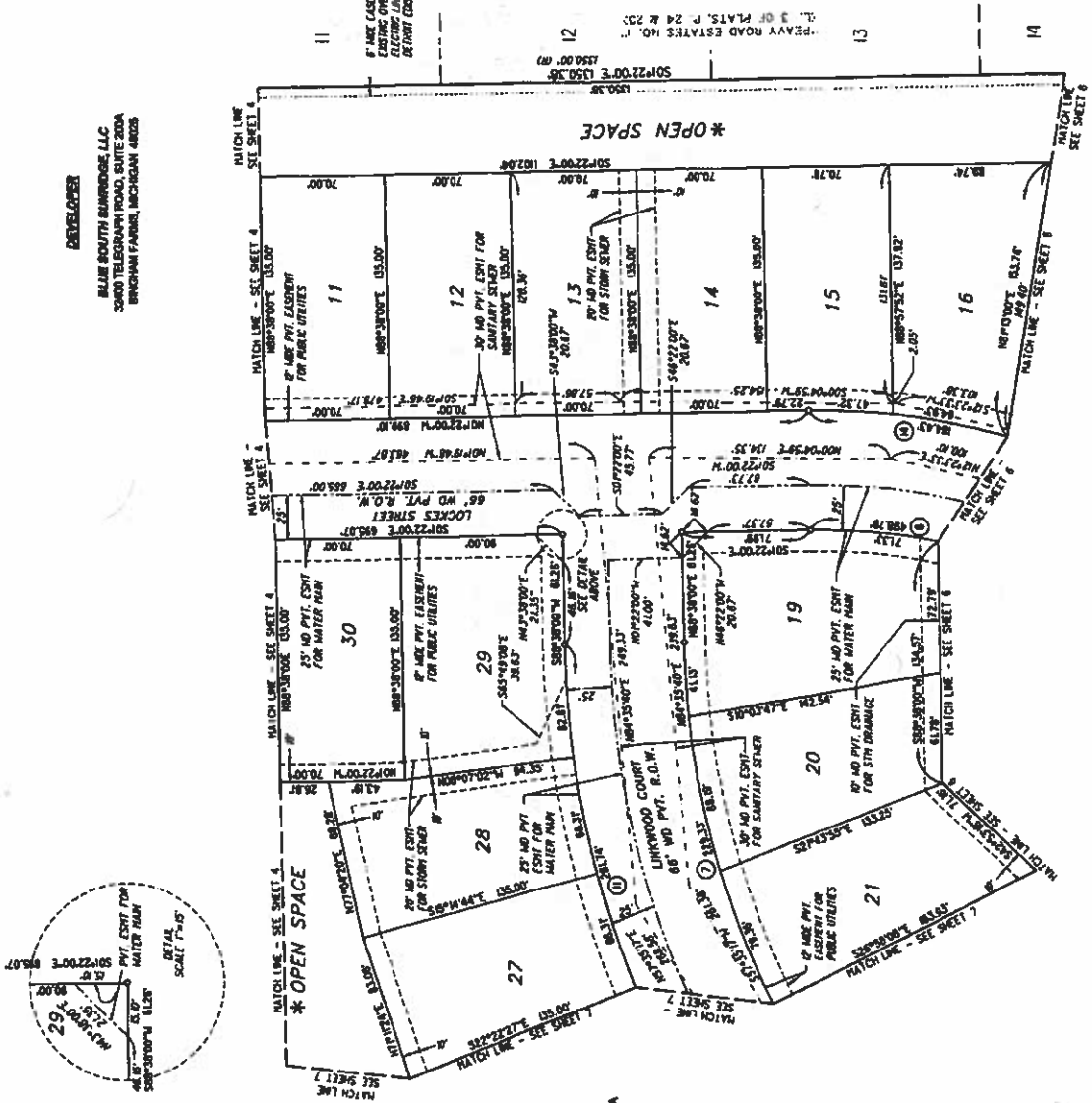
Location Map  
 Not To Scale

**SURVEYOR'S CERTIFICATE**  
 I, Michael L. Lukowicz, registered land surveyor of the state of Michigan, hereby certify that the subdivision plan shown as "TAMARACK PLACE," Livingston County Commission Subdivision Plan No. 4410 as shown on the accompanying drawings, represents a survey on the ground made under my direction that there are no existing encroachments upon the lands and property herein described. That the required measurements and iron markers have been located in the ground as required by rules promulgated under Section 142 of Act No. 89 of the Public Acts of 1978. That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 89 of the Public Acts of 1978. This survey, as shown, is noted on Survey Plan as required by the rules promulgated under Section 142 of Act No. 89 of the Public Acts of 1978.



*Michael L. Lukowicz*  
 MICHAEL L. LUKOWICZ  
 PROFESSIONAL SURVEYOR NO. 4001038110

JANUARY 7, 2022  
 PROPOSED DATED  
 JOB NO. 1-11-02-202325  
 TARI PC - SUR SHEET 5

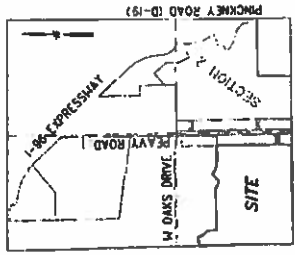


- NOTES:**
- \* - PRIVATE EASEMENT FOR STORM WATER DRAINAGE OVER ENTIRE OPEN SPACE AREA.
  - RIGHT-OF-WAY OF ALL INTERIOR STREETS: LOCKER, WOLFURN, LINWOOD COURT, SCAPA AND DALLMORE ARE ALSO PRIVATE EASEMENTS FOR PUBLIC UTILITIES AND STORM WATER DRAINAGE.
  - LEGEND**
  - ALL DIMENSIONS ARE IN FEET
  - ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.
  - THE SYMBOL "O" INDICATES A SET 1/2" IRON ROD ENCASED IN 4" x 8" CONCRETE MONUMENT. SET AT ALL MAJOR CONDO BOUNDARY CORNERS (RULE 649.407(1)) AND AT ALL STREET R.O.W. CORNERS.
  - THE SYMBOL "O" INDICATES FOUND CONCRETE MONUMENT.
  - ALL UNITS AND OPEN SPACE CORNERS ARE MONUMENTED WITH AN 1/2" DIA. 18" LONG IRON ROD AND CAP (RLL 38116).
  - BEARINGS ARE BASED ON THE PLAT OF PEAVY ROAD ESTATE NO. 1 AS RECORDED IN LIBER 13 OF PLATS, PAGES 24 AND 25, LIVINGSTON COUNTY RECORDS.
  - (R) - PLAT RECORD
  - (B) - BOUNDARY LINE
  - (M) - MATCH LINE
  - (C) - CORNER IDENTIFIER
  - (P) - PVT. ESMT FOR PUBLIC UTILITIES
  - (W) - PVT. ESMT FOR WATER MAIN

**BENCHMARKS:**  
 SEE SHEET 2 FOR BENCHMARK DEPICTIONS AND DESCRIPTIONS.



Exhibit "B" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marion Township, Livingston County, Michigan  
**Survey Plan**



**SURVEYOR'S CERTIFICATE**  
 I, Mark L. Lironowicz, registered land surveyor of the state of Michigan, hereby certify that the subdivision plat herein is a true and correct copy of the original survey and that the same is in accordance with the requirements of the Michigan Surveying Act, Public Act 142 of 1978. The accuracy of the survey is within the limits required by Section 142 of Act No. 98 of the Public Acts of 1978. That the bearings, as shown, are noted on Survey Plan as required by the rules promulgated under Section 142 of Act No. 98 of the Public Acts of 1978.



Mark L. Lironowicz  
 PROFESSIONAL SURVEYOR No. 4001038119  
 JANUARY 7, 2022  
 PROPOSED DATED  
 JOB No. 1-11-02-203825  
 TARI P.L.C. - SUR  
 SHEET 6

**DEVELOPER**  
 BLUE SOUTH BARRIAGE, LLC  
 3240 TELEGRAPH ROAD, SUITE 200A  
 BIRMINGHAM, MICHIGAN 48205

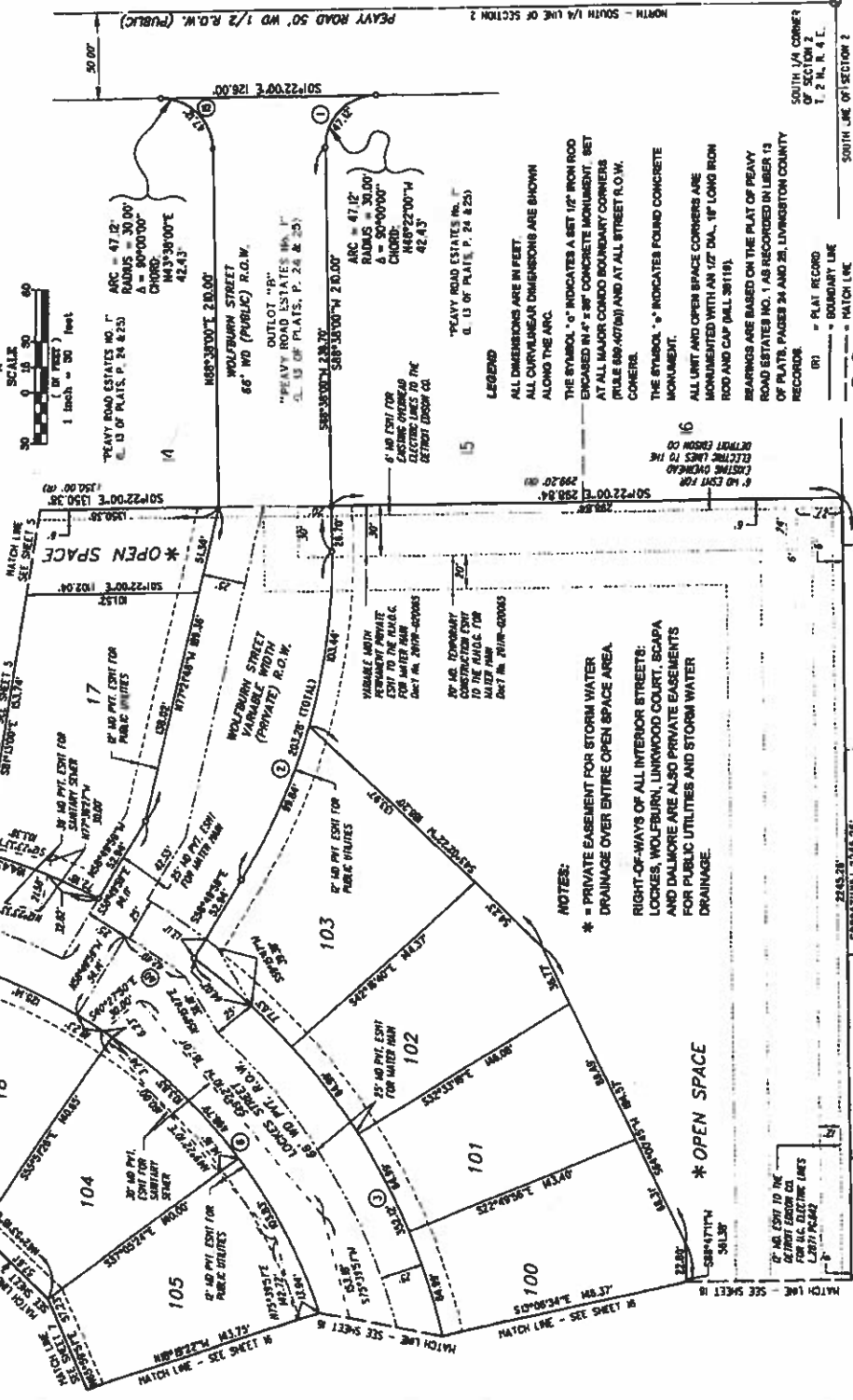
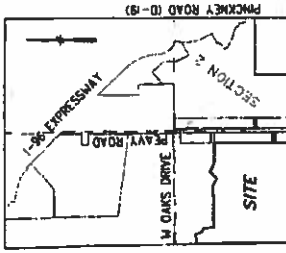


Exhibit "B" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marion Township, Livingston County, Michigan  
**Survey Plan**



Location Map  
 Not To Scale

**SURVEYOR'S CERTIFICATE**  
 I, MARISEE L. LUKOWICZ, registered land surveyor of the state of Michigan, hereby certify:  
 That the subdivision plan shown as "TAMARACK PLACE," Livingston County Condominium Subdivision Plan No.

**4488**

as shown on the accompanying drawings, represent a survey on the ground made under my direction that there are no existing easements upon the lands and property herein described. That the general dimensions and the metes and bounds have been located in the ground and the monuments and the markers have been located in accordance with the rules and regulations prescribed under Section 142 of Act No. 35 of the Public Acts of 1978. That the accuracy of this survey is in accordance with the rules and regulations prescribed under Section 142 of Act No. 35 of 1978. That the bearings, as shown, are based on the meridian as required by the rules promulgated under Section 142 of Act No. 35 of the Public Acts of 1978.



*Marisee L. Lukowicz*  
 MARISEE L. LUKOWICZ  
 PROFESSIONAL SURVEYOR No. 4001038119

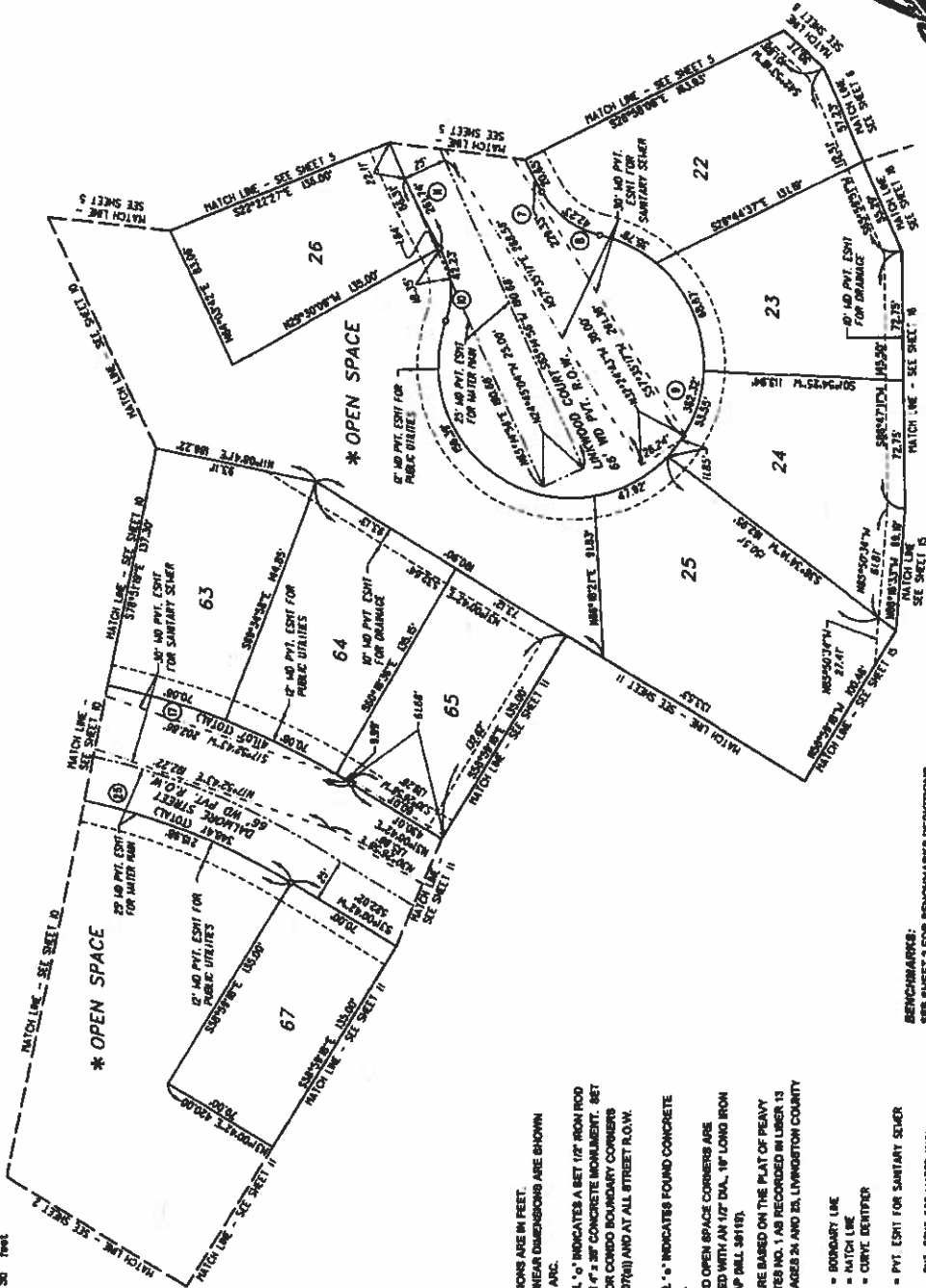
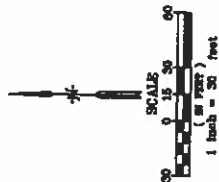
JANUARY 7, 2022  
 PROPOSED DATED  
 JOB No. 1-11-02-203925  
 TAMI PL - SUR SHEET 7

**NOTES:**

- \* PRIVATE EASEMENT FOR STORM WATER DRAINAGE OVER ENTIRE OPEN SPACE AREA.
- RIGHT-OF-WAY OF ALL INTERIOR STREETS, LOCKES, WOLFURN, LINKWOOD COURT, SCAPA AND DALMORE ARE ALSO PRIVATE EASEMENTS FOR PUBLIC UTILITIES AND STORM WATER DRAINAGE.

**DEVELOPER:**

BLUE SOUTH BURNING, LLC  
 3240 TELEGRAPH ROAD, SUITE 200A  
 BIRMINGHAM, ALABAMA 35203-4625

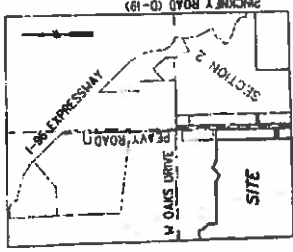


**LEGEND**

- ALL DIMENSIONS ARE IN FEET.
- ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.
- THE SYMBOL "S" INDICATES A SET 1/2" IRON ROD ENCASED IN A 2" CONCRETE MONUMENT. SET AT ALL MAJOR CORNER BOUNDARY CORNERS (RULE BR-407(1)) AND AT ALL STREET R.O.W. CORNERS.
- THE SYMBOL "C" INDICATES FOUND CONCRETE MONUMENT.
- ALL UNET AND OPEN SPACE CORNERS ARE MONUMENTED WITH AN 1/2" DIA., 18" LONG IRON ROD AND CAP PILL 36115).
- BEARINGS ARE BASED ON THE PLAT OF PEANY ROAD BEARING NO. 1 AND RECORDED IN LIBER 13 OF PLATS, PAGES 26 AND 28, LIVINGSTON COUNTY RECORDS.
- BOUNDARY LINE
- - - - MATCH LINE
- - - - CURVE CENTER
- ⊙ PVT. ESH FOR SANITARY SEWER
- ⊙ PVT. ESH FOR WATER MAIN

**BENCHMARKS:**  
 SEE SHEET 2 FOR BENCHMARK DEPICTIONS AND DESCRIPTIONS.

Exhibit "B" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marion Township, Livingston County, Michigan  
**Survey Plan**



Location Map  
 Not To Scale

**SURVEYOR'S CERTIFICATE**  
 I, MARCUS L. LUKWICZ, registered land surveyor of the state of Michigan, hereby certify:  
 That the subdivision plan herein is "TAMARACK PLACE,"  
 Livingston County, Constitution Subdivision Plan No.

**HLB**

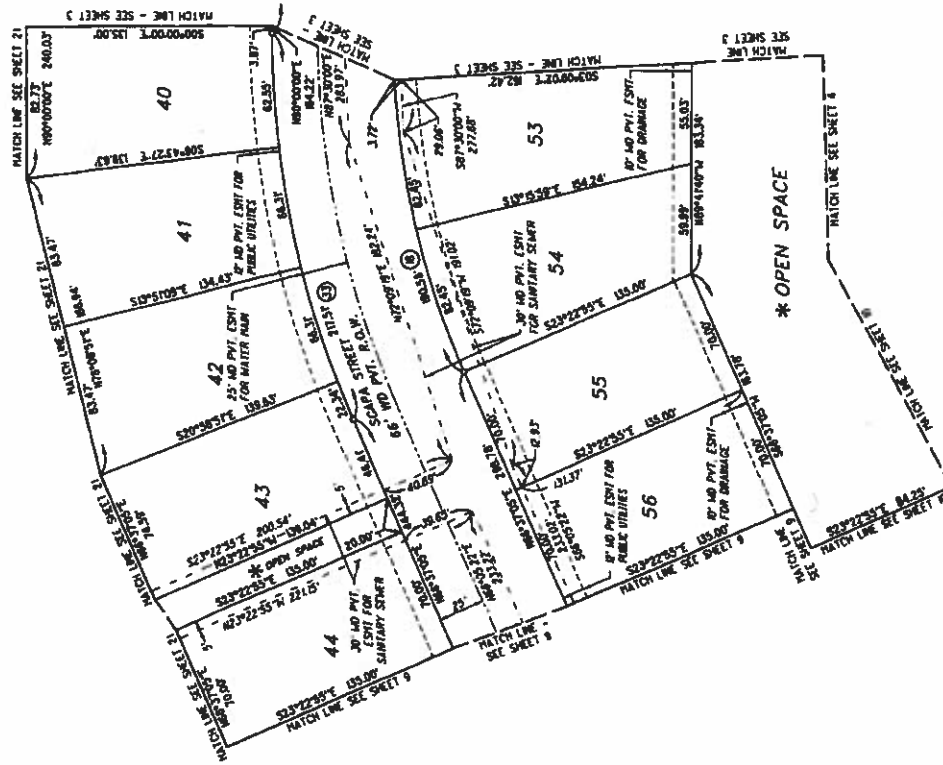
as shown on the accompanying drawings, represent a survey on the ground made under my direction that there are no existing encroachments upon the lands and property herein described. That the required monuments and iron markers have been located in the ground as required by rules promulgated under Section 142 of Act No. 99 of the Public Acts of 1978. That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 99 of the Public Acts of 1978. That the bearings, as shown, are based on Survey Plan as required by the rules promulgated under Section 142 of Act No. 99 of the Public Acts of 1978.



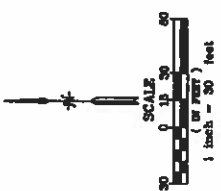
Marcus L. Lukwicz  
 PROFESSIONAL SURVEYOR No. 4001038119

JANUARY 7, 2022  
 PROPOSED DATED  
 JOB No. 1-11-02-102925  
 T&M P.L.C. - SUR  
 SHEET 8

18701 007 ADDRESS  
 COURT ADMINISTRATOR  
 LAND SURVEYORS  
 2133 PALMER DRIVE  
 BENTLEYVILLE, MISSOURI 63014

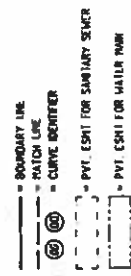


**DEVELOPER**  
 BLUE SOUTH EMBROIDER, LLC  
 2040 TELEGRAPH ROAD, SUITE 200A  
 BINGHAM FARMS, MICHIGAN 48020



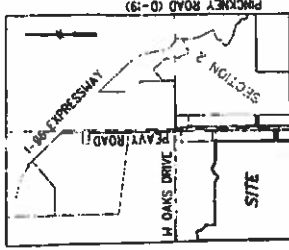
**NOTES:**  
 \* = PRIVATE EASEMENT FOR STORM WATER DRAINAGE OVER ENTIRE OPEN SPACE AREA.  
 RIGHT-OF-WAYS OF ALL INTERIOR STREETS: LOCKER, WOLFURM, LINKWOOD COURT, SCAPA AND DALMORE ARE ALSO PRIVATE EASEMENTS FOR PUBLIC UTILITIES AND STORM WATER DRAINAGE.

**LEGEND**  
 ALL DIMENSIONS ARE IN FEET.  
 ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.  
 THE SYMBOL "o" INDICATES A 6" x 6" IRON ROD ENCASED IN 4" x 8" CONCRETE MONUMENT. SET AT ALL MAJOR CORNER BOUNDARY CORNERS (RULE 88.6(4)(b)) AND AT ALL STREET R.O.W. CORNERS.  
 THE SYMBOL "s" INDICATES FOUND CONCRETE MONUMENT.  
 ALL LIMIT AND OPEN SPACE CORNERS ARE MONUMENTED WITH AN 1/2" DIA., 18" LONG IRON ROD AND CAP (CALL 31118).  
 BEARINGS ARE BASED ON THE PLAT OF PEAVY ROAD ESTATES NO. 1 AS RECORDED IN LIVEN 13 OF PLATS, PAGES 24 AND 25, LIVINGSTON COUNTY RECORDS.



**BENCHMARKS:**  
 SEE SHEET 7 FOR BENCHMARK DESCRIPTIONS AND DESCRIPTIONS.

Exhibit "g" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marlon Township, Livingston County, Michigan  
**Survey Plan**



Location Map  
 Not To Scale

**SURVEYOR'S CERTIFICATE**  
 I, MARCEL L. LUKONICKZ, registered land surveyor of the state of Michigan, hereby certify:  
 That the subdivision plan known as "TAMARACK PLACE," Livingston County Commission Subdivision Plan No. \_\_\_\_\_

**HLB**

as shown on the accompanying drawings, represent a survey on the ground made under my direction that has been so carefully executed that the bearings and distances are true and that the required measurements and iron markers have been located in the ground as required by rules promulgated under Section 142 of Act No. 88 of the Public Acts of 1978.  
 That the accuracy of this survey is within the limits required by the promulgated under Section 142 of Act of 1978.  
 That the plat, as shown, as made on survey plan be required by the law promulgated under Section 142 of Act No. 88 of the Public Acts of 1978.

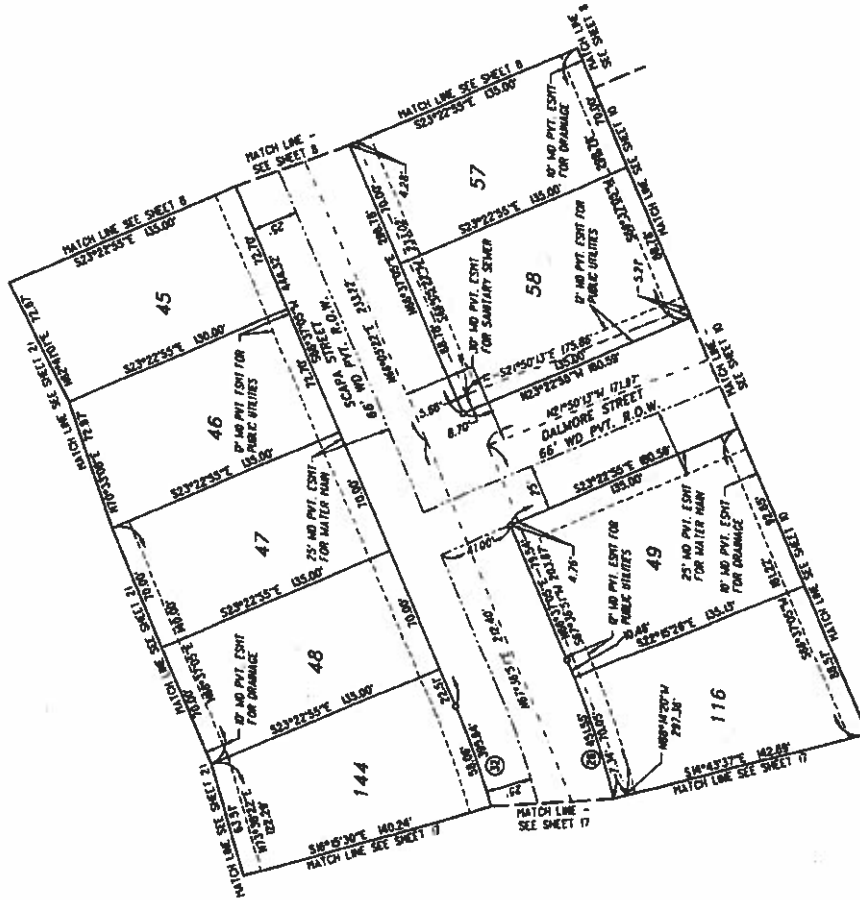
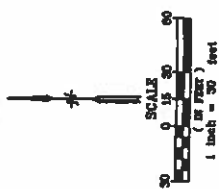


Marcel L. Lukonickz  
 MARCEL L. LUKONICKZ  
 PROFESSIONAL SURVEYOR No. 400138719

JANUARY 7, 2022  
 PROPOSED DATED  
 JOB No. 1-11-02-203925  
 T&M PLC - SUR SHEET 9

2022 2022-0033  
 CIVIL ENGINEERS  
 LAND SURVEYORS  
 2125 PULASKI DRIVE  
 BENTONVILLE, MISSOURI 67114

**DEVELOPER**  
 BLUE SOUTH SUBURBIA, LLC  
 2640 TELEGRAPH ROAD, SUITE 200A  
 BIRMINGHAM, MISSISSIPPI 38205



**NOTES:**

- \* = PRIVATE EASEMENT FOR STORM WATER DRAINAGE OVER ENTIRE OPEN SPACE AREA.
- RIGHT-OF-WAYS OF ALL INTERIOR STREETS: LOGGERS, WOLFBURR, LINWOOD COURT, SCAPA AND DALMORE ARE ALSO PRIVATE EASEMENTS FOR PUBLIC UTILITIES AND STORM WATER DRAINAGE.

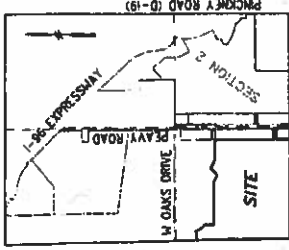
**LEGEND**

- ALL DIMENSIONS ARE IN FEET.
- ALL CURVA/NEAR DIMENSIONS ARE SHOWN ALONG THE ARC.
- THE SYMBOL "o" INDICATES A SET 1/2" IRON ROD ENCASED IN 4"x3" CONCRETE MONUMENT, SET AT ALL MAJOR CONDO BOUNDARY CORNERS (RULE 600-407(6)) AND AT ALL STREET R.O.W. CORNERS.
- THE SYMBOL "•" INDICATES FOUND CONCRETE MONUMENT.
- ALL UNIT AND OPEN SPACE CORNERS ARE MONUMENTED WITH AN 1/2" DIA., 18" LONG IRON ROD AND CAP (RLL 38118).
- BEARINGS ARE BASED ON THE PLAT OF PEAVY ROAD ESTATED NO. 1 AS RECORDED IN LIBER 13 OF PLATS, PAGES 24 AND 25, LIVINGSTON COUNTY RECORDS.

- = BOUNDARY LINE
- - - = MATCH LINE
- ⊙ = CURVE CENTER
- ⊙ = PVI, ESR1 FOR SANITARY SEWER
- ⊙ = PVI, ESR1 FOR WATER MAIN

**BENCHMARKS:**  
 SEE SHEET 2 FOR BENCHMARK DEFINITIONS AND DESCRIPTIONS.

Exhibit "B" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marlon Township, Livingston County, Michigan  
**Survey Plan**



Location Map  
 Not To Scale

**SURVEYOR'S CERTIFICATE**

I, MARLUSZ L. LUKOWICZ, registered land surveyor of the state of Michigan, hereby certify:  
 That the subdivision plan herein as "TAMARACK PLACE," Livingston County Condominium Subdivision Plan No. \_\_\_\_\_

*MLB*

as shown on the accompanying drawings, represent a survey on the ground made under my direction that there are no existing encroachments upon the tract and property herein described. That the recording of this plan is in compliance with the provisions of Section 142 of Act No. 89 of the Public Acts of 1978, as amended under the rules promulgated under Section 142 of Act No. 89 of 1978. That the bearings, as shown, are based on the bearings as required by the rules promulgated under Section 142 of Act No. 89 of the Public Acts of 1978.

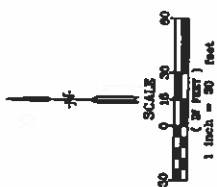


*MLL*  
 MARLUSZ L. LUKOWICZ  
 PROFESSIONAL SURVEYOR No. 4001038119

JANUARY 7, 2022  
 PROPOSED DATED  
 JOB No. 1-11-02-203923  
 TAM PLC - SUR SHEET 10

(910) 237-0833  
 CIVIL ENGINEERING  
 LAND SURVEYING  
 1000 W. WASHINGTON ST.  
 BIRMINGHAM, MICHIGAN 48214

**DEVELOPER**  
 BLUE SOUTH BUILDINGS, LLC  
 2400 TELEGRAPH ROAD, SUITE 200A  
 BIRMINGHAM, MICHIGAN 35203



**NOTES:**

- \* = PRIVATE EASEMENT FOR STORM WATER DRAINAGE OVER ENTIRE OPEN SPACE AREA.
- RIGHT-OF-WAYS OF ALL INTERIOR STREETS: LOCKER, WOLFURN, LINWOOD COURT, SCAPA AND DALLMORE ARE ALSO PRIVATE EASEMENTS FOR PUBLIC UTILITIES AND STORM WATER DRAINAGE.

**LEGEND**

- ALL DIMENSIONS ARE IN FEET.
- ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.
- THE SYMBOL "O" INDICATES A SET 1/2" IRON ROD ENCASED IN 4" x 8" CONCRETE MONUMENT. SET AT ALL MAJOR CONVO BOUNDARY CORNERS (SCALE 1/8" = 40 FT) AND AT ALL STREET R.O.W. CORNERS.
- THE SYMBOL "C" INDICATES FOUND CONCRETE MONUMENT.
- ALL LIMIT AND OPEN SPACE CORNERS ARE MONUMENTED WITH AN 1/2" DIA., (8" LONG IRON ROD AND CAP (BALL 38119).
- BEARINGS ARE BASED ON THE PLAY OF HEAVY ROAD ESTATES NO. 1 AS RECORDED IN LIBER 13 OF PLATS, PAGES 24 AND 25, LIVINGSTON COUNTY RECORDS.

- BOUNDARY LINE
- - - MATCH LINE
- CURVE CENTER
- PVI ESENT FOR SANITARY SEWER
- PVI ESENT FOR WATER MAIN

**BENCHMARKS:**  
 SEE SHEET 2 FOR BENCHMARK DEPICTIONS AND DESCRIPTIONS.

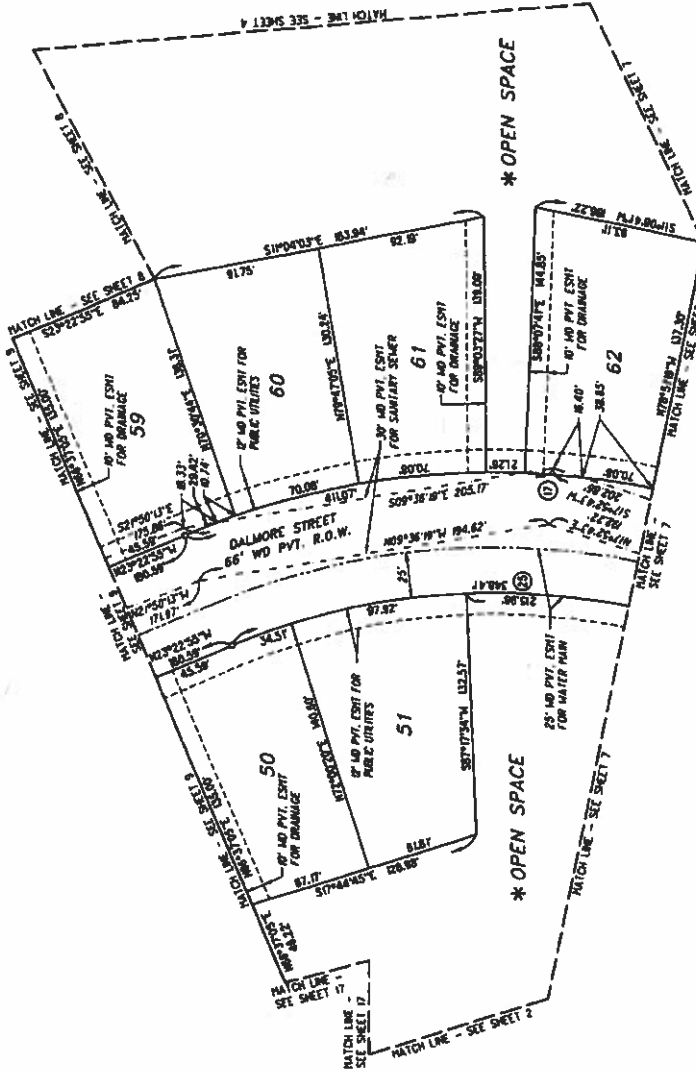
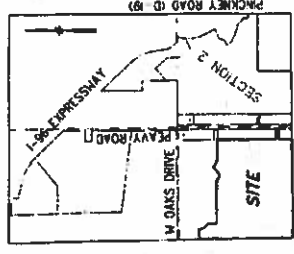


Exhibit "g" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marion Township, Livingston County, Michigan  
**Survey Plan**



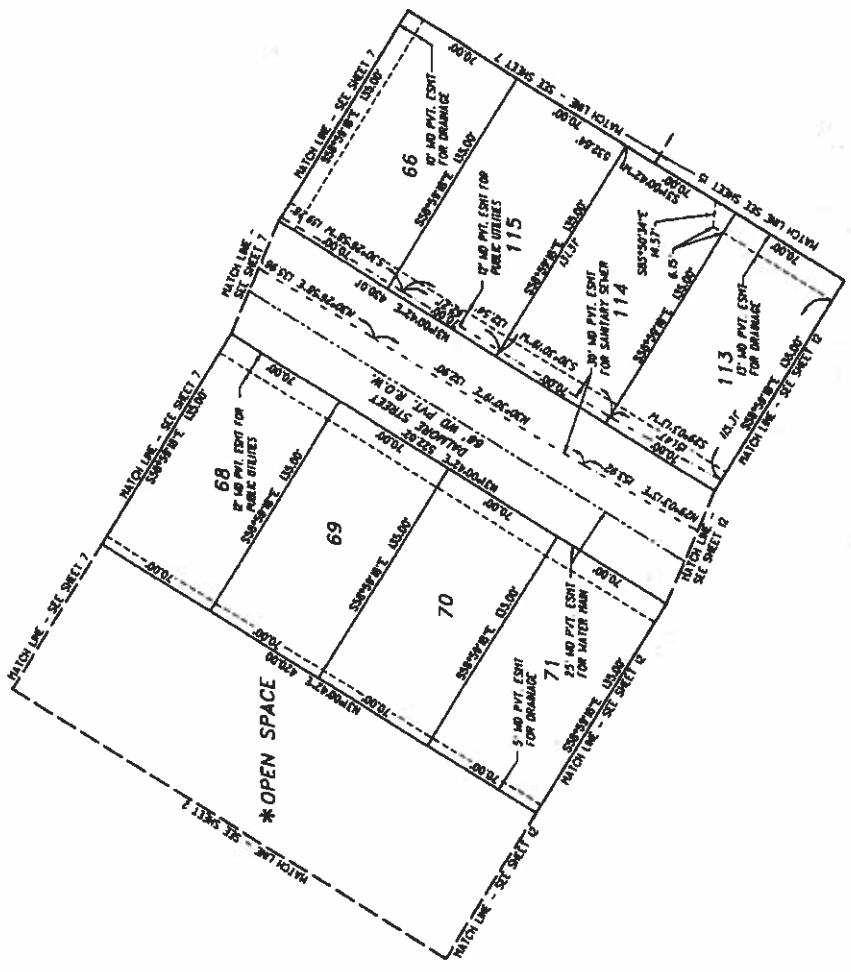
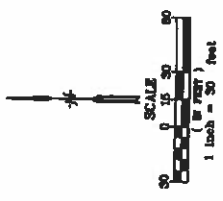
Location Map  
 Not To Scale

**SURVEYOR'S CERTIFICATE**  
 I, MARION L. LUBOWICZ, registered land surveyor of the state of Michigan, hereby certify:  
 That the subdivision plan known as "TAMARACK PLACE," Livingston County Condemnation Subdivision Plan No. 4448 as shown on the accompanying drawing, represents a survey on the ground made under my direction that there are no existing encroachments upon the lands and property herein described. That the required monuments and iron markers have been located in the ground as required by rules promulgated under Section 142 of Act No. 28 of the Public Acts of 1977.  
 That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 28 of the Public Acts of 1977.  
 That the bearings, as shown, are taken on Survey Plan as recorded by me and as promulgated under Section 142 of Act No. 28 of the Public Acts of 1977.



*Marion L. Lubowicz*  
 MARION L. LUBOWICZ  
 PROFESSIONAL SURVEYOR No. 4401038119  
 JANUARY 7, 2022  
 PROPOSED DATED  
 JOB No. 1-11-02-203025  
 TAM PL C - SUR SHEET II

**OWNER:**  
 BLUE SOUTH SUNSHINE, LLC  
 3360 TELEGRAPH ROAD, SUITE 200A  
 BIRMINGHAM, ALABAMA 35202



**NOTES:**  
 \* = PRIVATE EASEMENT FOR STORM WATER DRAINAGE OVER ENTIRE OPEN SPACE AREA.

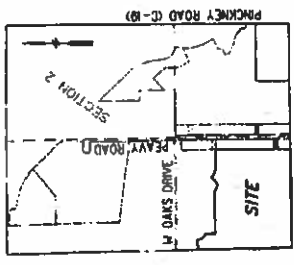
RIGHT-OF-WAYS OF ALL INTERIOR STREETS: LOCKER, WOLFURN, LINKWOOD COURT, SCAPA AND DALMORE ARE ALSO PRIVATE EASEMENTS FOR PUBLIC UTILITIES AND STORM WATER DRAINAGE.

**LEGEND**  
 ALL DIMENSIONS ARE IN FEET.  
 ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.  
 THE SYMBOL "C" INDICATES A SET 1/2" IRON ROD ENCASED IN 4" 28" CONCRETE MONUMENT, SET AT ALL MAJOR CONDO BOUNDARY CORNERS (RULE 98.14(1)(b)) AND AT ALL STREET R.O.W. CORNERS.  
 THE SYMBOL "O" INDICATES FOUND CONCRETE MONUMENT.  
 ALL UNIT AND OPEN SPACE CORNERS ARE MONUMENTED WITH AN 1/2" DIA., 18" LONG IRON ROD AND CAP (CALL 98.119).  
 BEARINGS ARE BASED ON THE PLAT OF HEAVY ROAD ESTABLISHED 7.1 AS RECORDED IN LIBER 13 OF PLATS, PAGES 24 AND 25, LIVINGSTON COUNTY RECORDS.

• BOUNDARY LINE  
 --- MATCH LINE  
 (C) CURVE IDENTIFIER  
 --- PVT. EMT FOR SANITARY SEWER  
 --- PVT. EMT FOR WATER MAIN

**BENCHMARKS:**  
 SEE SHEET 2 FOR BENCHMARK DEPICTIONS AND DESCRIPTIONS.

Exhibit "B" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marlon Township, Livingston County, Michigan  
**Survey Plan**



Location Map  
 Not To Scale

**SURVEYOR'S CERTIFICATE**  
 I, Marcus L. Lubowicz, registered land surveyor of the State of Michigan, hereby certify:  
 That the subdivision plan shown as "TAMARACK PLACE,"  
 Livingston County Commission Subdivision Plan No. \_\_\_\_\_

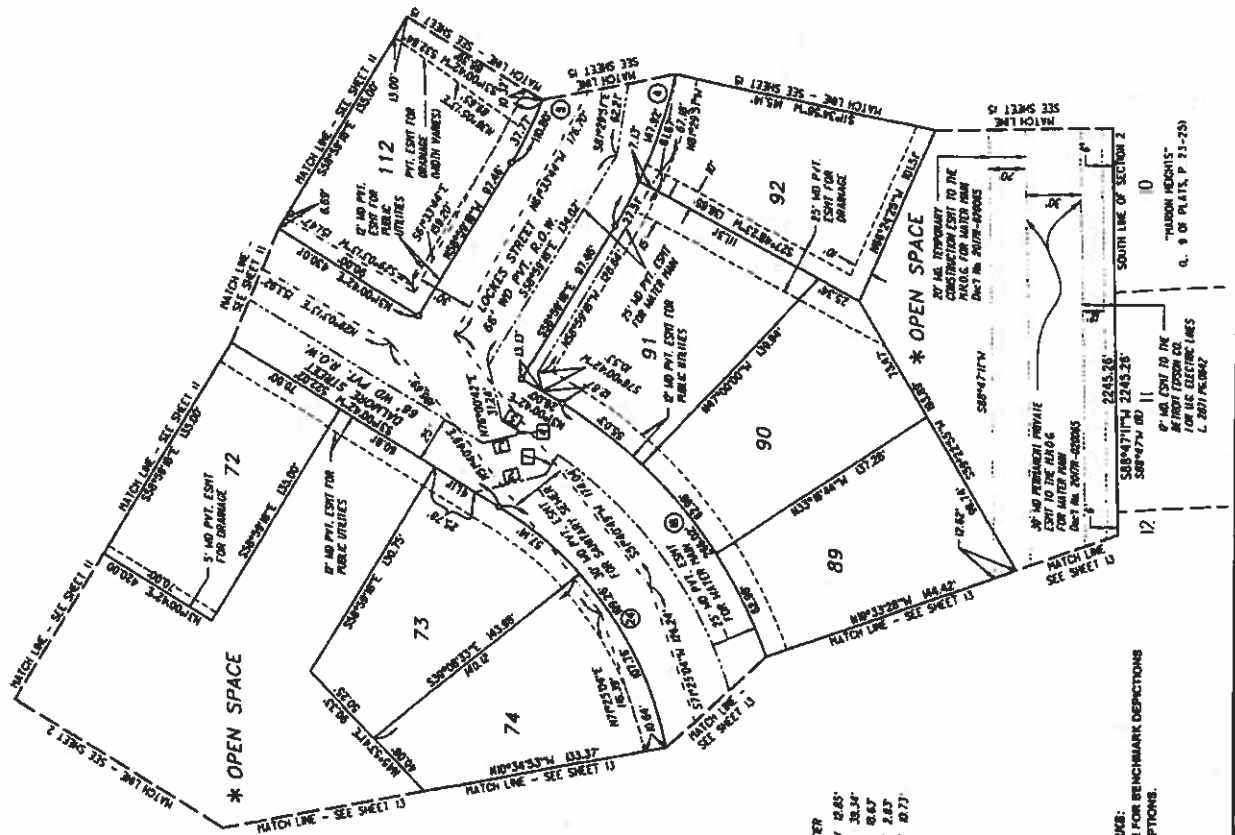
*MLL*

as shown on the accompanying drawings, represent a survey on the ground made under my direction and that there are no existing encroachments upon the lands and property herein described. That the required measurements and iron markers have been located in the ground as required by rules promulgated under Section 142 of Act No. 247 of the Public Acts of 1978.  
 That the accuracy of the survey is within the limits required by the rules promulgated under Section 142 of Act No. 247 of the Public Acts of 1978.  
 The bearings, as shown, are noted on Survey Plan as indicated by the proposed order Section 142 of Act No. 247 of the Public Acts of 1978.



Marcus L. Lubowicz  
 PROFESSIONAL SURVEYOR No. 4001038119

JANUARY 7, 2022  
 PROPOSED DATED  
 CIVIL ENGINEER  
 LAND SURVEYOR  
 JOB No. 1-11-02-203925  
 Tamarack Place  
 Marlon Township, Livingston County, Michigan 48116  
 SHEET 12



**DEVELOPER**  
 BLUE SOUTH BARRIAGE, LLC  
 2340 TELEGRAPH ROAD, SUITE 200A  
 BINGHAM FARMS, INDIANAPOLIS 46203



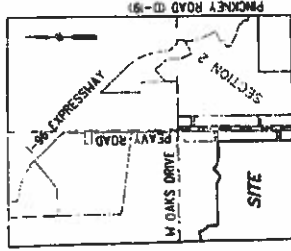
**NOTES:**  
 \* = PRIVATE EASEMENT FOR STORM WATER DRAINAGE OVER ENTIRE OPEN SPACE AREA.  
 RIGHT-OF-WAYS OF ALL INTERIOR STREETS: LOCKES, WOLFURN, LINWOOD COURT, SCAPA AND DALMORE ARE ALSO PRIVATE EASEMENTS FOR PUBLIC UTILITIES AND STORM WATER DRAINAGE.

**LEGEND**  
 ALL DIMENSIONS ARE IN FEET.  
 ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.  
 THE SYMBOL "O" INDICATES A SET 1/2" IRON ROD ENCASED IN 6" x 8" CONCRETE MONUMENT. SET AT ALL MAJOR CORNER BOUNDARY CORNERS (RULE 501.4(1)(b)) AND AT ALL STREET R.O.W. CORNERS.  
 THE SYMBOL "S" INDICATES POLYD CONCRETE MONUMENT.  
 ALL LIMIT AND OPEN SPACE CORNERS ARE MONUMENTED WITH AN 1 1/2" DIA., 18" LONG IRON ROD AND CAP (CALL 30118).  
 BEARINGS ARE BASED ON THE PLAT OF PEAVY ROAD EASTERS NO. 1 AS RECORDED IN LIBERTY 19 OF PLATS, PHOENIX 24 AND 25L LIVINGSTON COUNTY RECORDS.  
 (P.U.O.C.) = PUBLIC UTILITIES OFFICE, AND (MWA) = MARION WATER AUTHORITY

○ = PLAT RECORD  
 --- = BOUNDARY LINE  
 --- = MATCH LINE  
 ⊙ = CURVE IDENTIFIER  
 --- = PVT. ESENT FOR SANITARY SEWER  
 --- = PVT. ESENT FOR WATER MAIN

**BENCHMARKS:**  
 SEE SHEET 2 FOR BENCHMARK DEPICTIONS AND DESCRIPTIONS.

Exhibit "B" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marion Township, Livingston County, Michigan  
**Survey Plan**



Location Map  
 Not To Scale

**SURVEYOR'S CERTIFICATE**  
 I, Matthew L. Lukowicz, registered land surveyor of the state of Michigan, hereby certify:  
 That the subdivision plan known as "TAMARACK PLACE,"  
 Livingston County Condominium Subdivision Plan No.

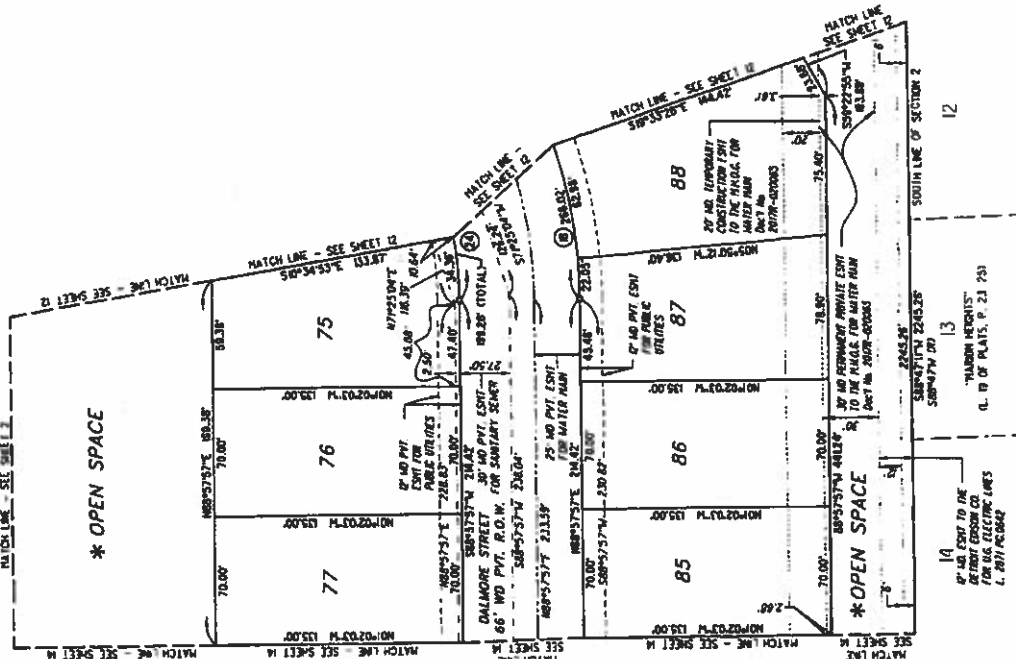
**HLB**

as shown on the accompanying drawings, represents a survey on the ground made under my direction and there are no existing monuments upon the lands and property herein described. That the original measurements and iron markers have been located in the field and the same are by this arrangement under Section 142 of Act No. 89 of the Public Acts of 1975. That the accuracy of this survey is as the same is required by the rules promulgated under Section 142 of Act No. 89 of 1975. That the bearings, as shown, are taken on Survey Plan as received by the state transmitted under Section 142 of Act No. 89 of the Public Acts of 1975.

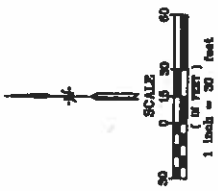


*Matthew L. Lukowicz*  
 MATTHEW L. LUKOWICZ  
 PROFESSIONAL SURVEYOR No. 4001038119

JANUARY 7, 2022  
 PROPOSED DATED  
 JOB No. 1-11-02-203925  
 TAMI PL - SUR SHEET 13  
 (REV) 2022-0823  
 CIVIL ENGINEERING  
 LAND SURVEYORS  
 2525 PLEAS DRIVE  
 BLOOMINGTON, MICHIGAN 48106



**DEVELOPER**  
 BLUE SOUTH SURROGE, LLC  
 20400 TELEGRAPH ROAD, SUITE 200A  
 BIRMINGHAM PARK, MICHIGAN 48025



**NOTES:**  
 \* = PRIVATE EASEMENT FOR STORM WATER DRAINAGE OVER ENTIRE OPEN SPACE AREA.

RIGHT-OF-WAYS OF ALL INTERIOR STREETS: LOCKES, WOLFURN, LINWOOD COURT, SCAPA AND DALLMORE ARE ALSO PRIVATE EASEMENTS FOR PUBLIC UTILITIES AND STORM WATER DRAINAGE.

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

THE SYMBOL "O" INDICATES A SET 1/2" IRON ROD ENCASED IN 4"x8" CONCRETE MONUMENT. SET AT ALL MAJOR CONDO BOUNDARY CORNERS (RULE 208-407(a)) AND AT ALL STREET R.O.W. CORNERS.

THE SYMBOL "S" INDICATES FOUNDED CONCRETE MONUMENT.  
 ALL UNIT AND OPEN SPACE CORNERS ARE MONUMENTED WITH AN 1/2" DIA., 18" LONG IRON ROD AND CAP (ALL 38113).

BEARINGS ARE BASED ON THE PLAT OF PEAVY ROAD ESTATES NO. 1 AS RECORDED IN LIVER 13 OF PLATS, PAGES 24 AND 25, LIVINGSTON COUNTY RECORDS (M.L.O. 6).  
 HARKO, HOWELL, OCIOJA, AND OCIOJA SHAW AND WATER AUTHORITY

- (O) = PLAT RECORD
- (S) = BOUNDARY LINE
- (---) = HATCH LINE
- (---) = CURVE IDENTIFIER
- (---) = PVT. ESHIT FOR SANITARY SILEX
- (---) = PVT. ESHIT FOR MAINLY TRAIL

**BENCHMARKS:**  
 SEE SHEETS FOR BENCHMARKS DEPICTIONS AND DESCRIPTIONS.





Exhibit "g" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marlon Township, Livingston County, Michigan  
**Survey Plan**



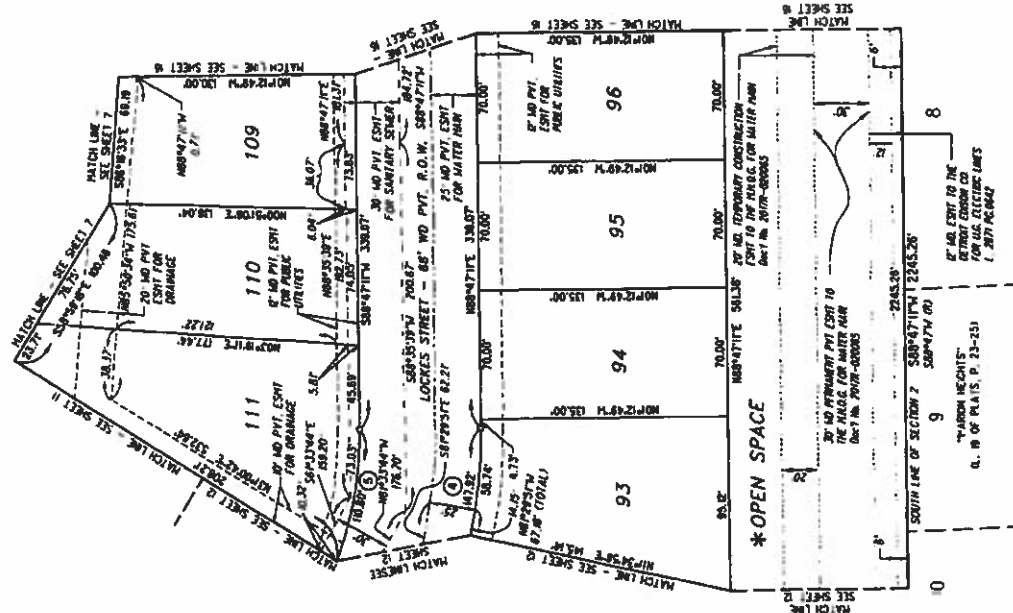
Location Map  
 Not To Scale

**SURVEYOR'S CERTIFICATE**  
 I, Melissa L. Lukowicz, registered land surveyor of the state of Michigan, hereby certify that the subdivision plan known as "TAMARACK PLACE," Livingston County Contribution Subdivision Plan No. 448B as shown on the accompanying drawings, represents a survey on the ground made under my direction that there are no adjoining encroachments upon the lands and property herein described. That the required monuments and iron markers have been located in the ground as required by rules promulgated under Section 142 of Act No. 36 of the Public Acts of 1978. That the accuracy of the survey is within the limits required by the rules promulgated under Section 142 of Act No. 36 of the Public Acts of 1978. That the bearings, as shown, are related on Survey Plan as required by the rules promulgated under Section 142 of Act No. 36 of the Public Acts of 1978.

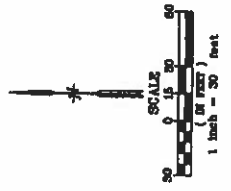


*Melissa L. Lukowicz*  
 MELISSA L. LUKOWICZ  
 PROFESSIONAL SURVEYOR No. 4001038119

JANUARY 7, 2022  
 PROPOSED DATED  
 CIVIL ENGINEER  
 LAND SURVEYOR  
 2185 PLEASANT DRIVE  
 EASTLAWN, MICHIGAN 48114  
 SHEET 15



**DEVELOPER**  
 BLUE SOUTH SURBORGS, LLC  
 3400 TELEGRAPH ROAD, SUITE 200A  
 BIRMINGHAM, MICHIGAN 48009



**NOTES:**  
 \* = PRIVATE EASEMENT FOR STORM WATER DRAINAGE OVER ENTIRE OPEN SPACE AREA.

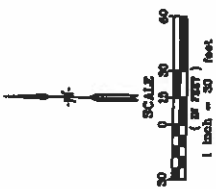
RIGHT-OF-WAY OF ALL INTERIOR STREETS: LOCKEE, WOLFURN, LINWOOD COURT, SCAPA AND DALMORE ARE ALSO PRIVATE EASEMENTS FOR PUBLIC UTILITIES AND STORM WATER DRAINAGE.

**LEGEND**  
 ALL DIMENSIONS ARE IN FEET.  
 ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.  
 THE SYMBOL "o" INDICATES A SET 1/2" IRON ROD ENCASED IN 4" x 36" CONCRETE MONUMENT, SET AT ALL MAJOR CONDO BOUNDARY CORNERS (RULE 508-407(3)) AND AT ALL STREET CORNERS.  
 THE SYMBOL "o" INDICATES FOUND CONCRETE MONUMENT.  
 ALL LIMIT AND OPEN SPACE CORNERS ARE MONUMENTED WITH AN 1/2" DIA., 16" LONG IRON ROD AND CAP (MILL 38119).  
 BEARINGS ARE BASED ON THE PLAT OF PEAVY ROAD ESTATES NO. 1 AS RECORDED IN LIVER 13 OF PLATS, PAGES 24 AND 25, LIVINGSTON COUNTY RECORDS.  
 (1) = BENCHMARK, MONUMENT, CIRCLE AND CROSS  
 (2) = PLAT RECORD  
 (3) = BOUNDARY LINE  
 (4) = MATCH LINE  
 (5) = CONVEY DEWEER  
 (6) = PVI ESENT FOR SANITARY SEWER  
 (7) = PVI ESENT FOR WATER MAIN

**BENCHMARKS:**  
 SEE SHEET 2 FOR BENCHMARK DESIGNATIONS AND DESCRIPTIONS.

**DEVELOPER**

BLUE SOUTH SHARDBEE, LLC  
 2640 TELEGRAPH ROAD, SUITE 200A  
 BIRMINGHAM, MICHIGAN 48205



**NOTES:**  
 \* = PRIVATE EASEMENT FOR STORM WATER DRAINAGE OVER ENTIRE OPEN SPACE AREA.

RIGHT-OF-WAY OF ALL INTERIOR STREETS: LOCKES, WOLFURIN, LINKWOOD COURT, SCAPA AND DALLMORE ARE ALSO PRIVATE EASEMENTS FOR PUBLIC UTILITIES AND STORM WATER DRAINAGE.

**LEGEND**

- ALL DIMENSIONS ARE IN FEET.
- ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.
- THE SYMBOL "o" INDICATES A SET 1/2" IRON ROD ENCASED IN 4" x 3" CONCRETE MONUMENT, SET AT ALL WALKER CONDO BOUNDARY CORNERS (PALLE 588-4670) AND AT ALL STREET R.O.W. CORNERS.
- THE SYMBOL "o" INDICATES FOUND CONCRETE MONUMENT.
- ALL URT AND OPEN SPACE CORNERS ARE MONUMENTED WITH AN 1/2" DIA., 18" LONG IRON ROD AND CAP (MILL 38119).
- BEARINGS ARE BASED ON THE PLAT OF PEANY ROAD ESTATES NO. 1 AS RECORDED IN LIBER 13 OF PLATE, PAGES 24 AND 26, LIVINGSTON COUNTY RECORDS.

- (H10.G) = HARBON, HONELL, OCEAN, AND CERDA SENER AND WATER AUTHORITY
- (R) = PLAT RECORD
- (---) = BOUNDARY LINE
- (---) = MATCH LINE
- (---) = CURVE CENTER
- (---) = PVT. EMT FOR SANITARY SINK
- (---) = PVT. EMT FOR WATER MAIN

**BENCHMARKS:**  
 SEE SHEET 2 FOR BENCHMARK DEPICTIONS AND DESCRIPTIONS.

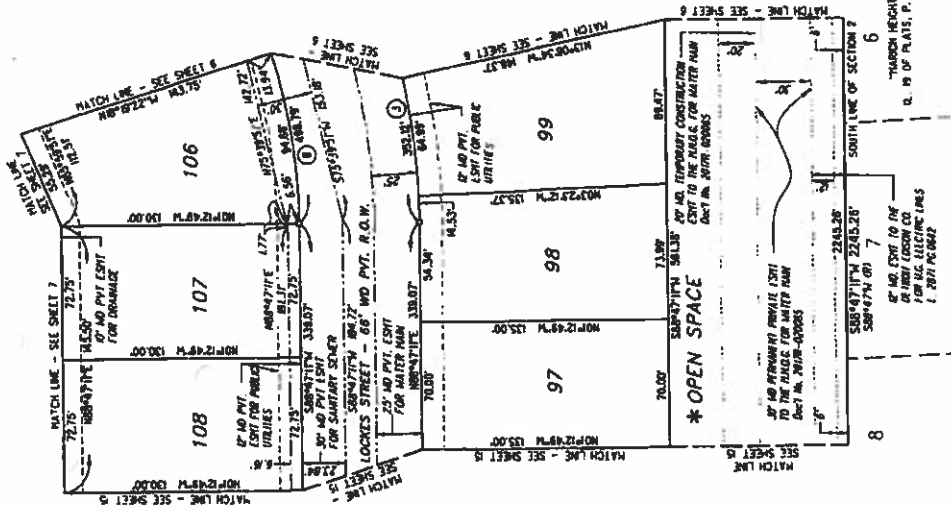
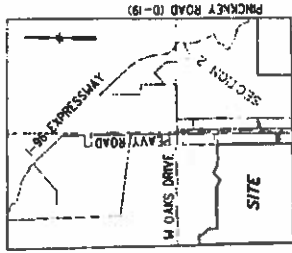


Exhibit "B" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marion Township, Livingston County, Michigan  
**Survey Plan**



Location Map  
 Not To Scale

**SURVEYOR'S CERTIFICATE**  
 I, Steven L. Lukowicz, registered land surveyor of the state of Michigan, hereby certify:  
 That the subdivision plan known as "TAMARACK PLACE," Livingston County Condominium Subdivision Plan No. 4419

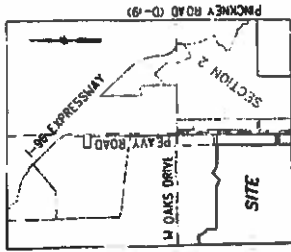
as shown on the accompanying drawings, represent a survey on the ground made under my direction and that there are no existing encroachments upon the lands and property herein described. That the required monuments and iron markers have been located in the ground as required by rules promulgated under Section 142 of Act No. 56 of the Public Acts of 1978. That the accuracy of the survey is within the limits required by the rules promulgated under Section 142 of Act of 1978. That the bearings, as shown, are based on Survey Plan as recorded in the Public Acts of 1978. That the survey was promulgated under Section 142 of Act No. 56 of the Public Acts of 1978.



*Steven L. Lukowicz*  
 STEVEN L. LUKOWICZ  
 PROFESSIONAL SURVEYOR No. 4001038119

JANUARY 7, 2022  
 PROPOSED DATED  
 CIVIL ENGINEER  
 LAND SURVEYORS  
 JOB No. 1-11-02-203025  
 3155 PLEAS DRIVE  
 TAYLOR, MICHIGAN 48114  
 SHEET 18

Exhibit "g" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marion Township, Livingston County, Michigan  
**Survey Plan**

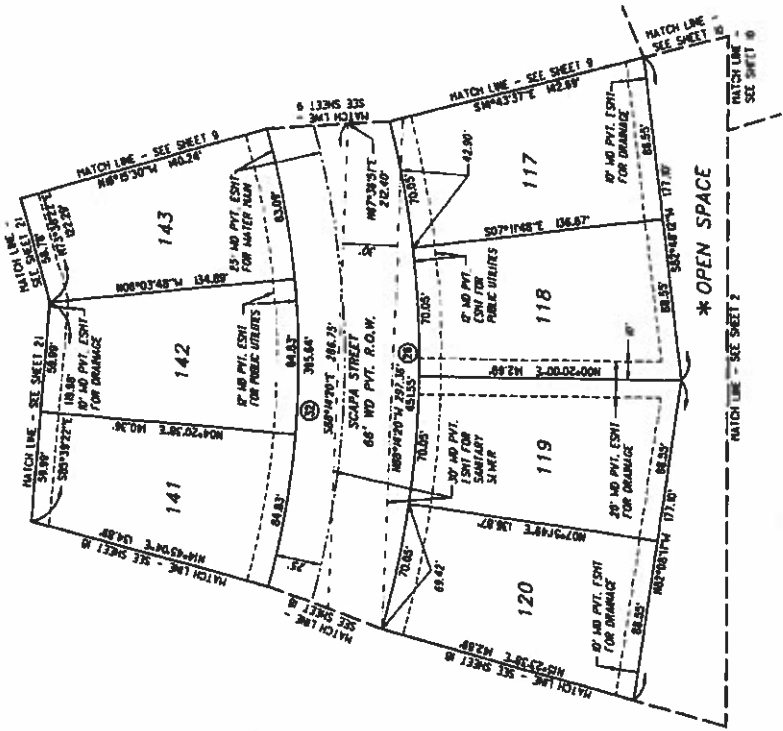


Location Map  
 Not To Scale

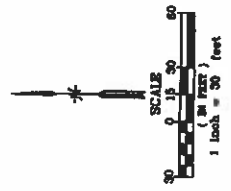
**SURVEYOR'S CERTIFICATE**  
 I, MARION L. LUBOWICZ, registered land surveyor of the state of Michigan, hereby certify:  
 That the subdivision plan herein as "TAMARACK PLACE," Livingston County Commission Subdivision Plan No. 4480  
 as shown on the accompanying drawings, represents a survey on the ground made under my direction that there are no existing encroachments upon the lands and property herein described. That the required monuments and iron markers have been located in the ground as required by rules promulgated under Section 142 of Act No. 36 of the Public Acts of 1977. That the necessity of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 36 of the Public Acts of 1977. That the bearings, as shown, are noted on Survey Plan as required by the rules promulgated under Section 142 of Act No. 36 of the Public Acts of 1977.



MARION L. LUBOWICZ  
 PROFESSIONAL SURVEYOR No. 4001038119  
 JANUARY 7, 2022  
 PROPOSED DATED  
 JOB No. 1-11-02-203925  
 TAMI PLACE - SUR  
 SHEET 17



**DEVELOPER**  
 BLUE SOUTH SURVIVOR, LLC  
 30400 TELEGRAPH ROAD, SUITE 200A  
 BIRGHAM PARK, MICHIGAN 48025



**NOTES:**  
 \* = PRIVATE EASEMENT FOR STORM WATER DRAINAGE OVER ENTIRE OPEN SPACE AREA.

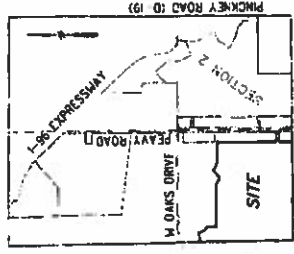
RIGHT-OF-WAYS OF ALL INTERIOR STREETS: LOCKER, WOLFURIN, LINWOOD COURT, SCAPA AND DALMORE ARE ALSO PRIVATE EASEMENTS FOR PUBLIC UTILITIES AND STORM WATER DRAINAGE.

**LEGEND**  
 ALL DIMENSIONS ARE IN FEET  
 ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC  
 THE SYMBOL "O" INDICATES A SET 1/2" IRON ROD ENCASED IN 4" 3/8" CONCRETE MONUMENT. SET AT ALL MAJOR CONDO BOUNDARY CORNERS (RULE 88(A)(1)) AND AT ALL STREET F.L.O.W. CORNERS.  
 THE SYMBOL "S" INDICATES FOUND CONCRETE MONUMENT.  
 ALL UNIT AND OPEN SPACE CORNERS ARE MONUMENTED WITH AN 1/2" DIA., 18" LONG IRON ROD AND CAP (BALL 38119).  
 BEARINGS ARE BASED ON THE PLAT OF PONY ROAD ESTATES NO. 1 AS RECORDED IN LIBER 13 OF PLATS, PAGES 24 AND 26, LIVINGSTON COUNTY RECORDS.

— PLAT CORNER  
 — BOUNDARY LINE  
 - - - MATCH LINE  
 (O) CURVE CENTER  
 [ ] PVT. ESN FOR SMARTY SENAR  
 [ ] PVT. ESN FOR MAILES MAN

**BENCHMARKS:**  
 SEE SHEET 2 FOR BENCHMARK DEPICTIONS AND DESCRIPTIONS.

Exhibit "B" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marlon Township, Livingston County, Michigan  
**Survey Plan**



Location Map  
 Not To Scale

**SURVEYOR'S CERTIFICATE**  
 I, MARCUS L. LUKOWICZ, registered land surveyor of the state of Michigan, hereby certify:  
 That the subdivision plan known as "TAMARACK PLACE," Livingston County Condominium Subdivision Plan No. **HHB**

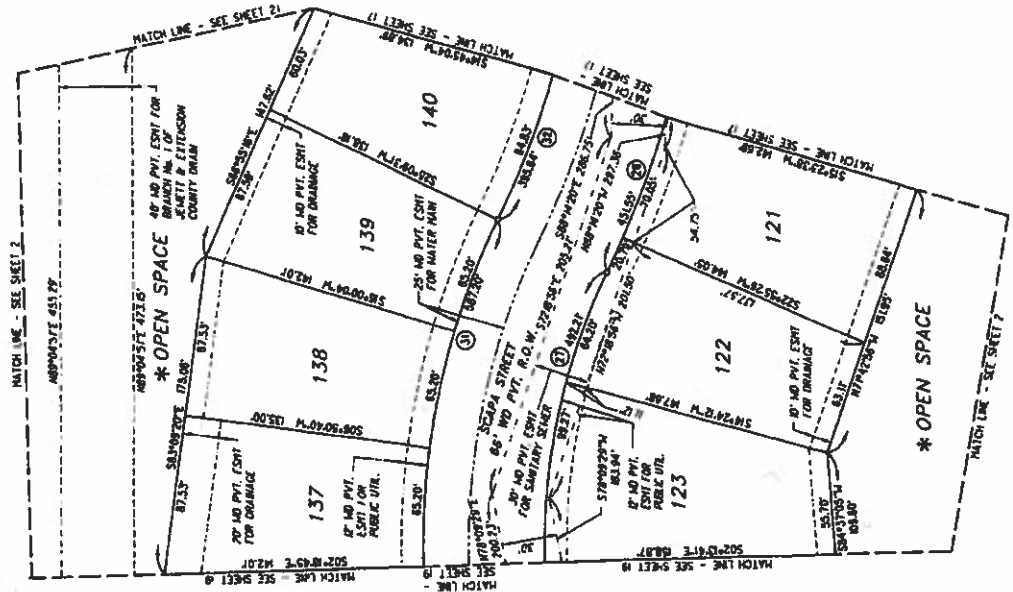
as shown on the accompanying drawings, represent a survey on the ground made under my direction that there are no existing encroachments upon the lands and property herein described. That the required measurements and iron markers have been located in the ground as required by rules promulgated under Section 142 of Act No. 36 of the Public Acts of 1978. That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 36 of the Public Acts of 1978. That the bearings, as shown, are based on Survey Plan as required by the rules promulgated under Section 142 of Act No. 36 of the Public Acts of 1978.



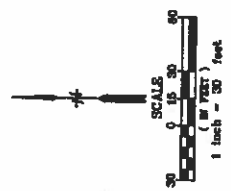
Marcus L. Lukowicz  
 Professional Surveyor No. 4001039119

JANUARY 7, 2022  
 PROPOSED DATED  
 CIVIL ENGINEER  
 JOB NO. 1-11-02-203925  
 2180 PLEAS DRIVE  
 BRIGHTON, MICHIGAN 48114

SHEET 18



**DEVELOPER**  
 BLUE SOUTH BUILDINGS, LLC  
 2400 TELEGRAPH ROAD, SUITE 200A  
 BRIGHTON FARMS, MICHIGAN 48025



**NOTES:**  
 \* = PRIVATE EASEMENT FOR STORM WATER DRAINAGE OVER ENTIRE OPEN SPACE AREA.

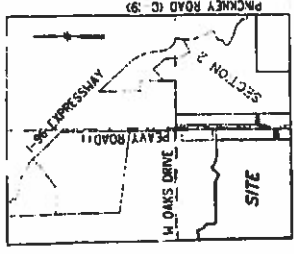
RIGHT-OF-WAYS OF ALL INTERIOR STREETS: LOCKER, WOLFURN, LINKWOOD COURT, SCAPA AND DALMORE ARE ALSO PRIVATE EASEMENTS FOR PUBLIC UTILITIES AND STORM WATER DRAINAGE.

**LEGEND**  
 ALL DIMENSIONS ARE IN FEET.  
 ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.  
 THE SYMBOL "C" INDICATES A SET 1/2" IRON ROD ENCASED IN 4" x 8" CONCRETE MONUMENT, SET AT ALL MAJOR CORNER BOUNDARY CORNERS (PUBLE BEA. 4/7/03) AND AT ALL STREET P.C.'s, C.O.S.'s.  
 THE SYMBOL "R" INDICATES FOUND CONCRETE MONUMENT.  
 ALL UNIT AND OPEN SPACE CORNERS ARE MONUMENTED WITH AN 1/2" DIA., 18" LONG IRON ROD AND CAP (PALL 3/8119).  
 BEARINGS ARE BASED ON THE PLAT OF PEAY ROAD ESTATE NO. 1 AS RECORDED IN LIBER 13 OF PLATS, PAGES 24 AND 26, LIVINGSTON COUNTY RECORDS.

- (R) = PLAT RECORD
- = BOUNDARY LINE
- - - = MATCH LINE
- ⊙ = CURVE CENTER
- - - - - = PVI. ESM FOR SANITARY SEWER
- - - - - = PVI. ESM FOR WATER MAIN
- - - - - = ESM TO LIVINGSTON COUNTY DRAIN COMMISSION

**BENCHMARKS:**  
 SEE SHEET 3 FOR BENCHMARK DEFINITIONS AND DESCRIPTIONS.

Exhibit "g" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marion Township, Livingston County, Michigan  
**Survey Plan**



Location Map  
 Not To Scale

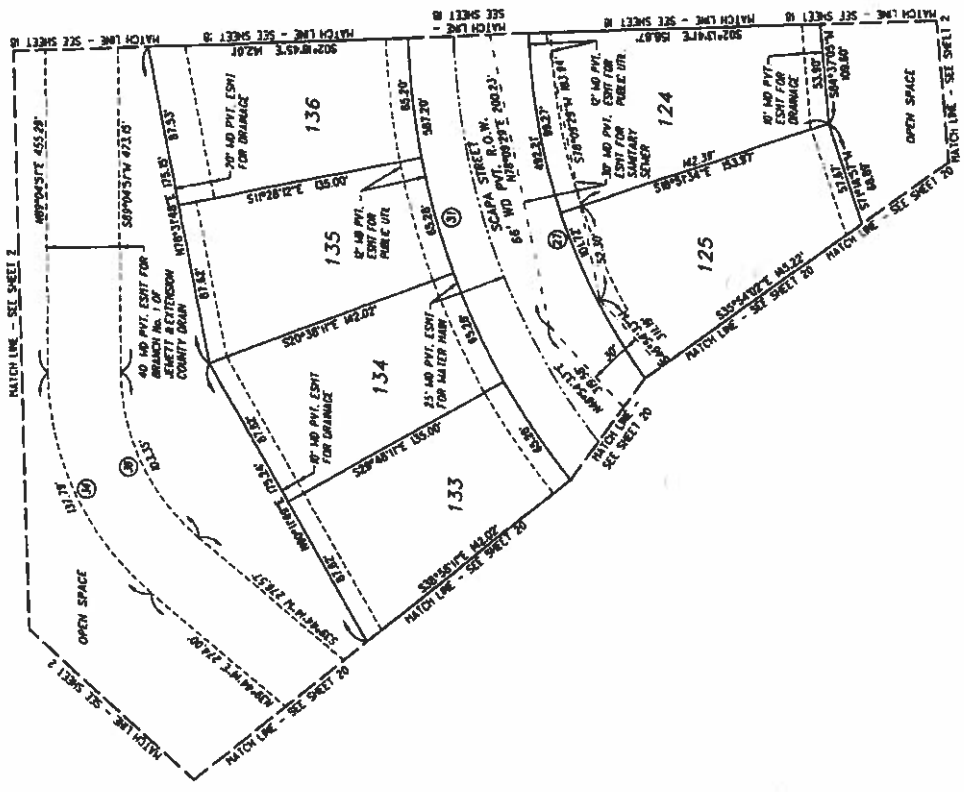
**SURVEYOR'S CERTIFICATE**  
 I, MARISE L. LUKONICZ, registered land surveyor of the state of Michigan, hereby certify:  
 That the subdivision plan shown as "TAMARACK PLACE," Livingston County Commission Subdivision Plan No. 4418

as shown on the accompanying drawings, represents a survey on the ground made under my direction that there are no existing encroachments upon the lands and property herein described. That the required measurements and line markers have been located in the ground as required by rules promulgated under Section 142 of Act No. 88 of the Public Acts of 1977. That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 197L. That the bearings, as shown, are noted on Survey Plans as required by the rules promulgated under Section 142 of Act No. 88 of the Public Acts of 1977.

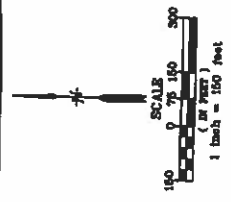


*Marise L. Lukonicz*  
 MARISE L. LUKONICZ  
 PROFESSIONAL SURVEYOR No. 4001030119

JANUARY 7, 2022  
 PROPOSED DATED  
 CIVIL ENGINEER  
 LAND SURVEYOR JOB No. 1-11-02-203823  
 2180 PLUM DRIVE  
 BENTON, MICHIGAN 48114  
 TAM PLC - SUR SHEET 19



**DEVELOPER**  
 BLUE SOUTH SURROGE LLC  
 3400 TELEGRAPH ROAD, SUITE 200A  
 BIRMINGHAM, MICHIGAN 48226



**NOTES:**  
 \* = PRIVATE EASEMENT FOR STORM WATER DRAINAGE OVER ENTIRE OPEN SPACE AREA.

RIGHT-OF-WAYS OF ALL INTERIOR STREETS: LOCKER, WOLFURIN, LINWOOD COURT, SCAPA AND DALMORE ARE ALSO PRIVATE EASEMENTS FOR PUBLIC UTILITIES AND STORM WATER DRAINAGE.

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

THE SYMBOL "o" INDICATES A SET 1/2" IRON ROD ENCASED IN 4" x 3" CONCRETE MONUMENT. SET AT ALL MAJOR CONDO BOUNDARY CORNERS (PLEASE SEE 407(h)) AND AT ALL STREET R.O.W. CORNERS.

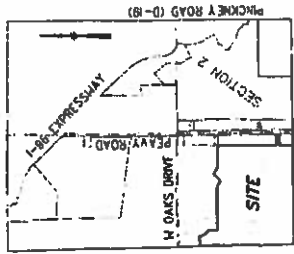
THE SYMBOL "o" INDICATES FOUND CONCRETE MONUMENT.  
 ALL UNITS AND OPEN SPACE CORNERS ARE MONUMENTED WITH AN 1/2" DIA., 18" LONG IRON ROD AND CAP (BALL 38118).

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

- ① = PLAT RECORD
- = BOUNDARY LINE
- - - = MATCH LINE
- o = CURVE CENTER
- o = PVT. ESMT FOR SANITARY SEWER
- o = PVT. ESMT FOR WATER MAIN
- o = ESMT TO IRVINGTON COUNTY DRAIN COMMISSION

**BENCHMARKS:**  
 SEE SHEET 2 FOR BENCHMARK DEFINITIONS AND DESCRIPTIONS.

Exhibit "b" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marion Township, Livingston County, Michigan  
**Survey Plan**

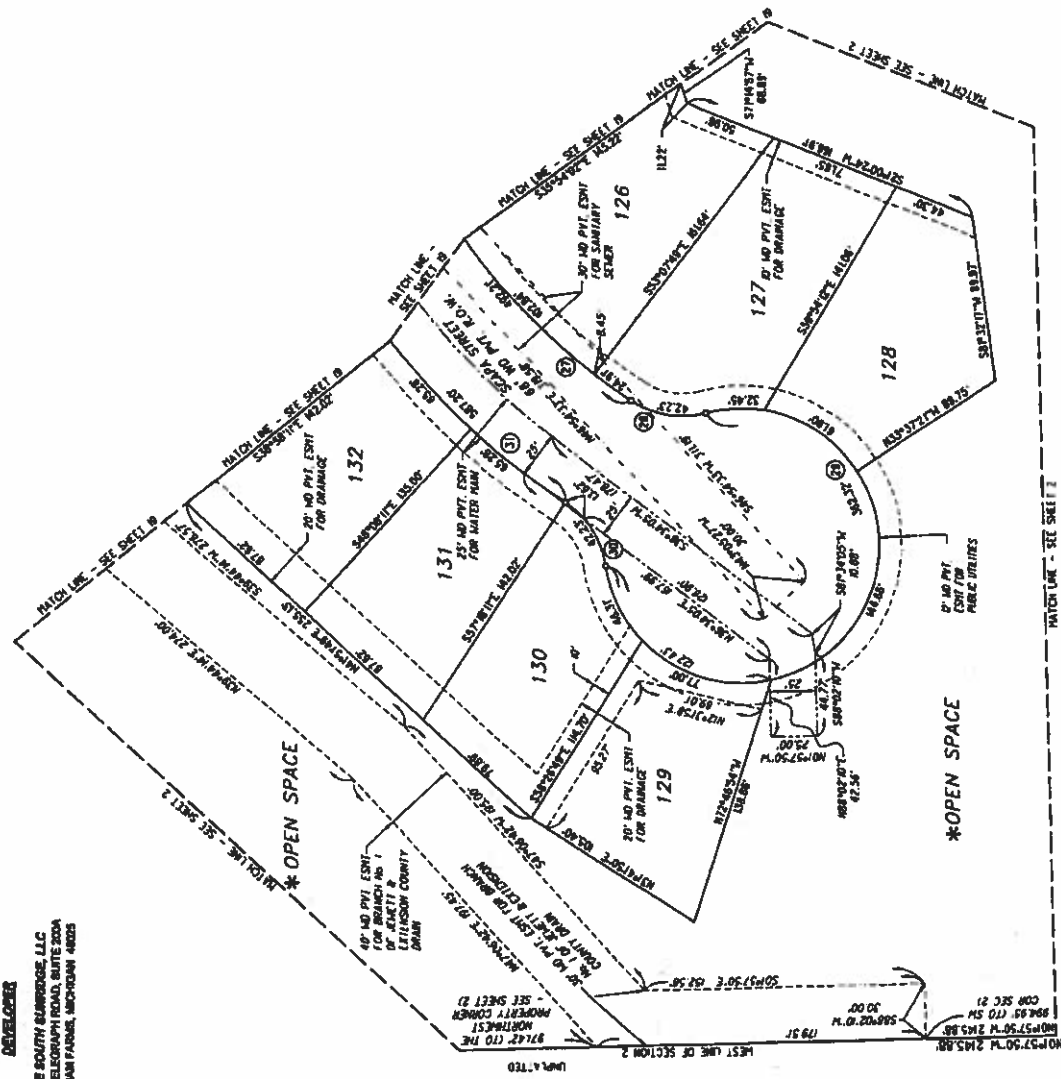


Location Map  
 Not To Scale

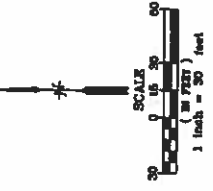
**SURVEYOR'S CERTIFICATE**  
 I, Marvyn L. Lukowicz, registered land surveyor of the state of Michigan, hereby certify:  
 That the subdivision plan known as "TAMARACK PLACE," Livingston County Condominium Subdivision Plan No. 41-18 is shown on the accompanying drawings, represent a survey on the ground made under my direction that there are no existing encroachments upon the lands and property herein described. That the required monuments and iron nails have been located in the ground as required by rules promulgated under Section 142 of Act No. 88 of the Public Acts of 1978. That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 88 of 1978. That the bearings, as shown, are based on Survey Plan as required by the rules promulgated under Section 142 of Act No. 88 of the Public Acts of 1978.



*Marvyn L. Lukowicz*  
 MARVYN L. LUKOWICZ  
 PROFESSIONAL SURVEYOR No. 41803M119  
 JANUARY 7, 2022  
 PROPOSED DATED  
 (0109) 2022-0633  
 CIVIL ENGINEERING  
 LAND SURVEYORS  
 3125 PULASKI BLVD  
 BLOOMINGTON, MISSISSIPPI 38914  
 JOB No. 1-11-12-203925  
 TAM P.L.C. - SUR  
 SHEET 20



**DEVELOPER**  
 BLUE SOUTH GARRAGE, LLC  
 3400 TELEGRAPH ROAD, SUITE 200A  
 BIRMINGHAM, MISSISSIPPI 38202



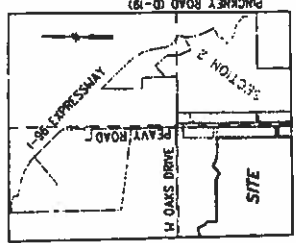
**NOTES:**  
 \* = PRIVATE EASEMENT FOR STORM WATER DRAINAGE OVER ENTIRE OPEN SPACE AREA.  
 RIGHT-OF-WAYS OF ALL INTERIOR STREETS: LOCKES, WOLFEN, LINWOOD COURT, SCAPA AND DALMORE ARE ALSO PRIVATE EASEMENTS FOR PUBLIC UTILITIES AND STORM WATER DRAINAGE.  
**LEGEND**  
 ALL DIMENSIONS ARE IN FEET.  
 ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.  
 THE SYMBOL "o" INDICATES A SET 12" IRON ROD ENGRAVED IN 6" x 8" CONCRETE MONUMENT. SET AT ALL MAJOR CONDO BOUNDARY CORNERS (RULE 589.8(4)) AND AT ALL STREET R.O.W. CORNERS.  
 THE SYMBOL "s" INDICATES FOUND CONCRETE MONUMENT.  
 ALL LINT AND OPEN SPACE CORNERS ARE MONUMENTED WITH AN 12" DIA., 16" LONG IRON ROD AND CAP (ALL 3/4" DIA.).  
 BEARINGS ARE BASED ON THE PLAY OF PEAVY ROAD ESTATES NO. 1 AS RECORDED IN LIBER 13 OF PLATS, PAGES 24 AND 24, LIVINGSTON COUNTY RECORDS.  
 (R) = PLAT RECORD  
 (B) = BOUNDARY LINE  
 (C) = CURVE CENTER  
 (S) = PVI, EMT FOR SANITARY SEWER  
 (W) = PVI, EMT FOR WATER MAIN  
 (U) = EMT FOR LIVINGSTON COUNTY DRAIN COMPOSSOR

**BENCHMARKS:**  
 SEE SHEET 2 FOR BENCHMARK DEFLECTIONS AND DESCRIPTIONS.

Exhibit "g" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marlon Township, Livingston County, Michigan

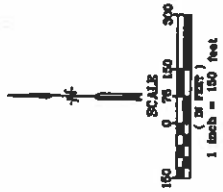
**Survey Plan**

**DEVELOPERS**  
 BLUE SOUTH SUBURBS, LLC  
 5200 TELEGRAPH ROAD, SUITE 200A  
 BIRMINGHAM, MICHIGAN 48225

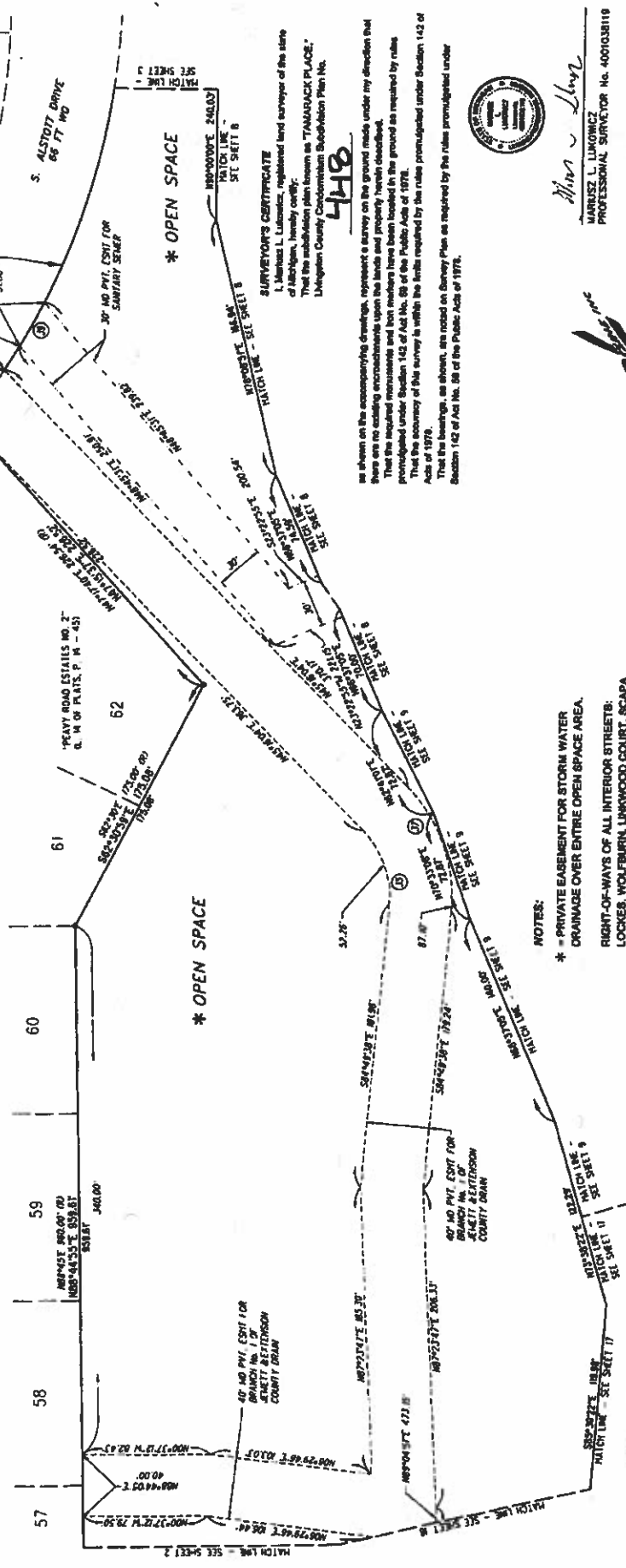


Location Map  
 Not To Scale

**LEGEND**  
 ALL DIMENSIONS ARE IN FEET  
 ALL CURVILINEAR DIMENSIONS ARE SHOWN  
 ALONG THE ARC.  
 THE SYMBOL "O" INDICATES A SET 1/2" IRON ROD  
 ENCASED IN 4" x 8" CONCRETE MONUMENT, SET  
 AT ALL MAJOR CONDO BOUNDARY CORNERS  
 (SCALE 658.68(70)) AND AT ALL STREET R.O.W.  
 CORNERS.  
 THE SYMBOL "S" INDICATES FOUND CONCRETE  
 MONUMENT.  
 ALL UNIT AND OPEN SPACE CORNERS ARE  
 MONUMENTED WITH AN 1/2" DIA., 18" LONG IRON  
 ROD AND CAP BOLL (S1118).  
 BEARINGS ARE BASED ON THE PLAT OF PEAVY  
 ROAD ESTATES NO. 1 AS RECORDED IN LIVER 13  
 OF PLATS, PAGES 2A AND 2B, LIVINGSTON COUNTY  
 RECORDS.



(R) = PLAT RECORD  
 - BOUNDARY LINE  
 - MATCH LINE  
 - CURVE CENTER  
 (S) = PVT. EIGHT FOR SANITARY SEWER  
 (M) = PVT. EIGHT FOR WATER MAIN  
 - EIGHT TO LINES OF COUNTY  
 DRAIN COMMISSION



**NOTES:**  
 \* - PRIVATE EASEMENT FOR STORM WATER  
 DRAINAGE OVER ENTIRE OPEN SPACE AREA.  
 RIGHT-OF-WAYS OF ALL INTERIOR STREETS:  
 LOCKES, WOLFURIN, LINWOOD COURT, SCAPA  
 AND DALMORE ARE ALSO PRIVATE EASEMENTS  
 FOR PUBLIC UTILITIES AND STORM WATER  
 DRAINAGE.

**BENCHMARKS:**  
 SEE SHEET 2 FOR BENCHMARK DEPICTIONS  
 AND DESCRIPTIONS.

**SURVEYOR'S CERTIFICATE**  
 I, Dennis L. Lutzman, registered land surveyor of the State  
 of Michigan, hereby certify:  
 That the subdivision plan shown as "TAMARACK PLACE,"  
 Livingston County Commission Subdivision Plan No.

**HLB**

as shown on the accompanying drawings, represent a survey on the ground made under my direction and  
 there are no existing encroachments upon the lands and property herein described.  
 That the required measurements and lot numbers have been located in the ground as required by rules  
 promulgated under Section 142 of Act No. 99 of the Public Acts of 1978.  
 That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of  
 Act of 1978.  
 That the bearings, as shown, are noted on Survey Plans as required by the rules promulgated under  
 Section 142 of Act No. 99 of the Public Acts of 1978.



*Dennis L. Lutzman*  
 DENNIS L. LUTZMAN  
 PROFESSIONAL SURVEYOR No. 400038119

JANUARY 7, 2022  
 PROPOSED DATED  
 LAND SURVEYORS  
 JOB No. 1-11-02-203925  
 TAMI P.C. - SUR  
 SHEET 21

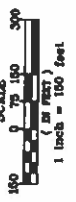


Exhibit "g" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marlon Township, Livingston County, Michigan

**Composite Plan  
 Site, Utility & Cross Section Plan**

**DEVELOPER**  
 BLUE SOUTH SUBDIVISION, LLC  
 2240 TELEGRAPH ROAD, SUITE 200A  
 BIRMINGHAM, MICHIGAN 48202

**LEGEND**  
 --- COORDINATE BOUNDARY LINE  
 (O) COORDINATE POINT  
 --- GENERAL COMMON ELEMENT  
 --- LIMITED COMMON ELEMENT  
 --- PARTS OF COMMONS - UNIT BOUNDARY



WEST 1/4 CORNER  
 OF SECTION 2  
 T. 2 N., R. 4 E.  
 N01°57'50" W 425.88'  
 N02°50'17" E 216.82'  
 S22°22'05" W 259.83'  
 S02°22'05" E 90.00'

ARC = 88.11'  
 RADIUS = 251.00'  
 Δ = 30°22'25"  
 CHORD = 525°23'30" E  
 184.98'

ARC = 307.12'  
 RADIUS = 438.33'  
 Δ = 40°08'40"  
 CHORD = 57°02'21" E  
 300.83'  
 300.77' (R)

ARC = 188.11'  
 RADIUS = 251.00'  
 Δ = 30°22'25"  
 CHORD = 525°23'30" E  
 184.98'

ARC = 188.11'  
 RADIUS = 251.00'  
 Δ = 30°22'25"  
 CHORD = 525°23'30" E  
 184.98'

ARC = 47.12'  
 RADIUS = 30.00'  
 Δ = 90°00'00"  
 CHORD = N43°38'00" E  
 42.43'

ARC = 47.12'  
 RADIUS = 30.00'  
 Δ = 90°00'00"  
 CHORD = N43°38'00" E  
 42.43'

ARC = 47.12'  
 RADIUS = 30.00'  
 Δ = 90°00'00"  
 CHORD = N43°38'00" E  
 42.43'

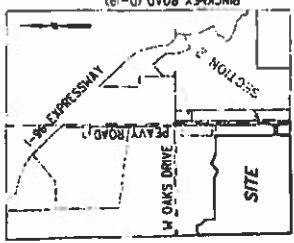
ARC = 47.12'  
 RADIUS = 30.00'  
 Δ = 90°00'00"  
 CHORD = N43°38'00" E  
 42.43'

ARC = 47.12'  
 RADIUS = 30.00'  
 Δ = 90°00'00"  
 CHORD = N43°38'00" E  
 42.43'

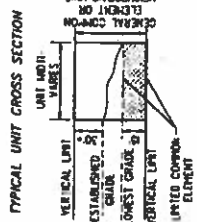
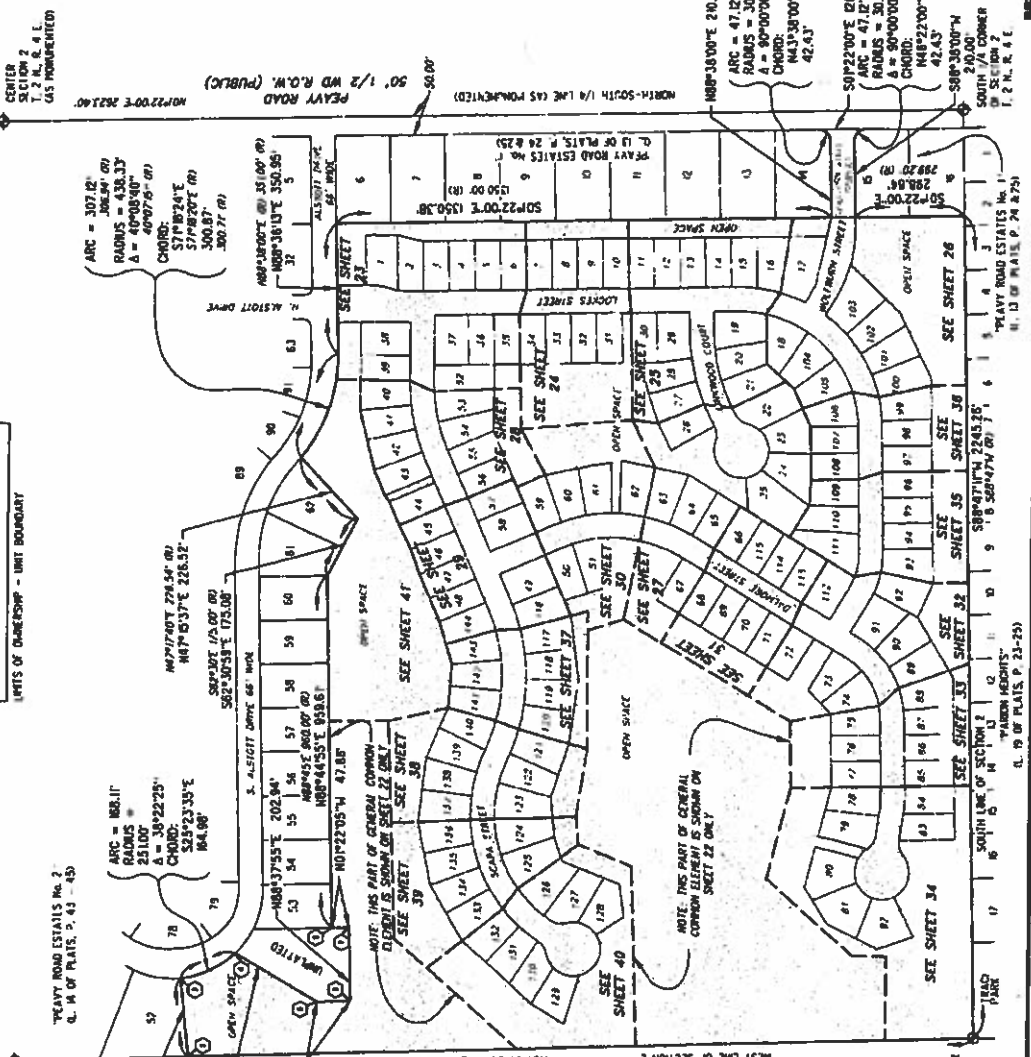
ARC = 47.12'  
 RADIUS = 30.00'  
 Δ = 90°00'00"  
 CHORD = N43°38'00" E  
 42.43'

ARC = 47.12'  
 RADIUS = 30.00'  
 Δ = 90°00'00"  
 CHORD = N43°38'00" E  
 42.43'

ARC = 47.12'  
 RADIUS = 30.00'  
 Δ = 90°00'00"  
 CHORD = N43°38'00" E  
 42.43'



Location Map  
 Not To Scale



CA = BUILDING HEIGHT SHALL NOT EXCEED 30', MEASURED AS SPECIFIED IN THE ZONING ORDINANCE (THE VERTICAL DISTANCE MEASURED FROM THE ESTABLISHED GRADE TO THE AVERAGE FINISH FLOOR WHEN THE EAVES AND ROOF ARE PERMITTED TO).

CL = LOWEST GRADE OR BOTTOM OF BUILDING FOUNDATION. S.T. MASTER REF'D 4.2, (D) AND (G)

**NOTE:**  
 NOTE: ENTIRE OPEN SPACE AREA IS DESIGNATED AS GENERAL COMMON ELEMENT.

SOUTHWEST CORNER  
 SECTION 2  
 T. 2 N., R. 4 E.  
 MARLON TOWNSHIP  
 LIVINGSTON COUNTY  
 MICHIGAN



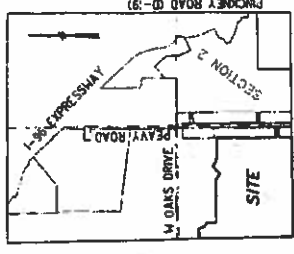
Marjorie L. Lukowicz  
 PROFESSIONAL SURVEYOR No. 4001038119

JANUARY 7, 2022  
 PROPOSED DATED  
 JOB No. 1-11-22-103925  
 TALL P.L.C. - COMP SHEET 22

0810, 207, 0823  
 CIVIL ENGINEER  
 LAND SURVEYORS  
 2145 PALMER DRIVE  
 BRIGHTON, MICHIGAN 48114

Exhibit "g" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marlon Township, Livingston County, Michigan

**Site & Utility Plan**



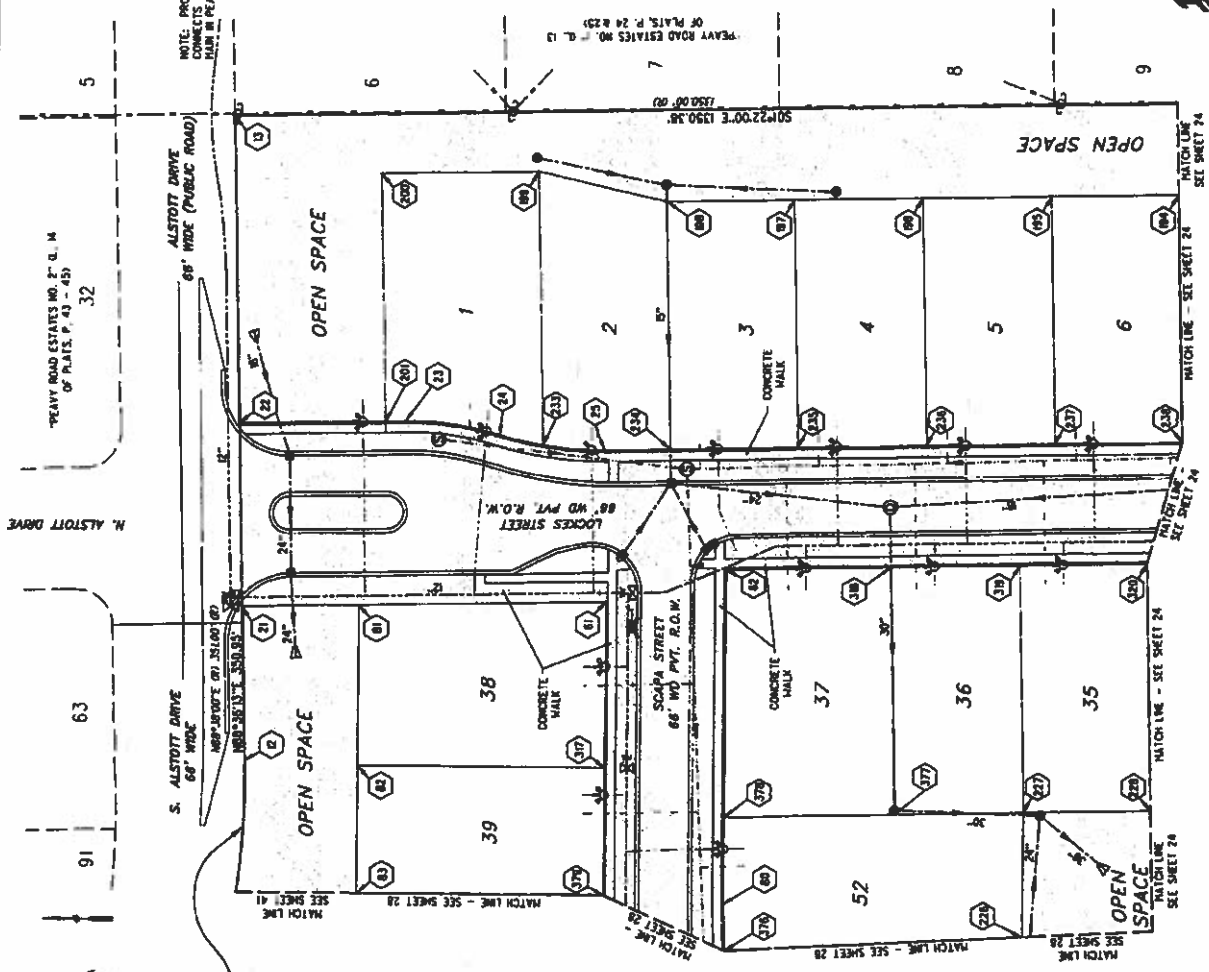
Location Map  
 Not To Scale

- NOTES**
- 1) ALL ROADS, SANITARY SEWERS, WATER MAINS AND STORM SEWERS MUST BE BUILT.
  - 2) ROADS, SANITARY SEWERS, WATER MAINS AND STORM SEWERS PER PLANS PREPARED BY DESINE INC. ON FILE WITH MARION TOWNSHIP.
  - 3) LOCATION OF ELECTRIC, TELEPHONE, CABLE T.V. AND NATURAL GAS UTILITY LINES ON FILE WITH APPROPRIATE UTILITY COMPANY. THE ACTUAL LOCATION OF THESE LINES WILL BE SHOWN ON AS-BUILT PLANS.
  - 4) SEE SHEET 48 FOR UNIT AREA AND FINISH FLOOR ELEVATION AND SHEET 49 FOR POINT COORDINATE TABLE.
  - 5) DRIVEWAYS AND WALKS BETWEEN PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS ASSIGNED TO THIS UNIT (NOT SHOWN HEREOF). SEE ARTICLE IV OF MASTER DEED FOR DETAILED DESCRIPTION OF COMMON ELEMENTS.
  - 6) ALL UNITS AND COMMON AREAS INCLUDING OR BORDERING ON WETLAND AREAS ARE SUBJECT TO PROVISIONS OF "NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT" (ACT 487 OF 1984).
  - 7) OPEN SPACE AREAS (SHOWN IN THEIR ENTIRETY ON SHEETS 2 AND 2E ONLY) ARE DESIGNATED AS GENERAL COMMON ELEMENT.



David L. Lukacz  
 PROFESSIONAL SURVEYOR No. 4001038119

JANUARY 7, 2022  
 PROPOSED DATED  
 JOB No. 1-11-02-203925  
 TAM P.L.C. - SITE/UTL. SHEET 23



DEVELOPER  
 BLUE SOUTH HARBOR, LLC  
 2800 TELEGRAPH ROAD, SUITE 200A  
 BIRMINGHAM, MICHIGAN 48202



ARC = 307.12 (ft)  
 RADIUS = 438.33 (ft)  
 Δ = 40°30'00"  
 CHORD = 407.75 (ft)  
 57°16'24"  
 57°16'24"  
 300.87 (ft)  
 300.77 (ft)

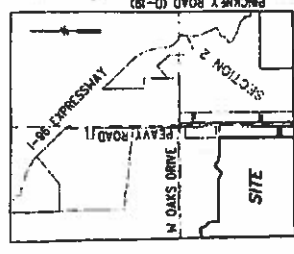
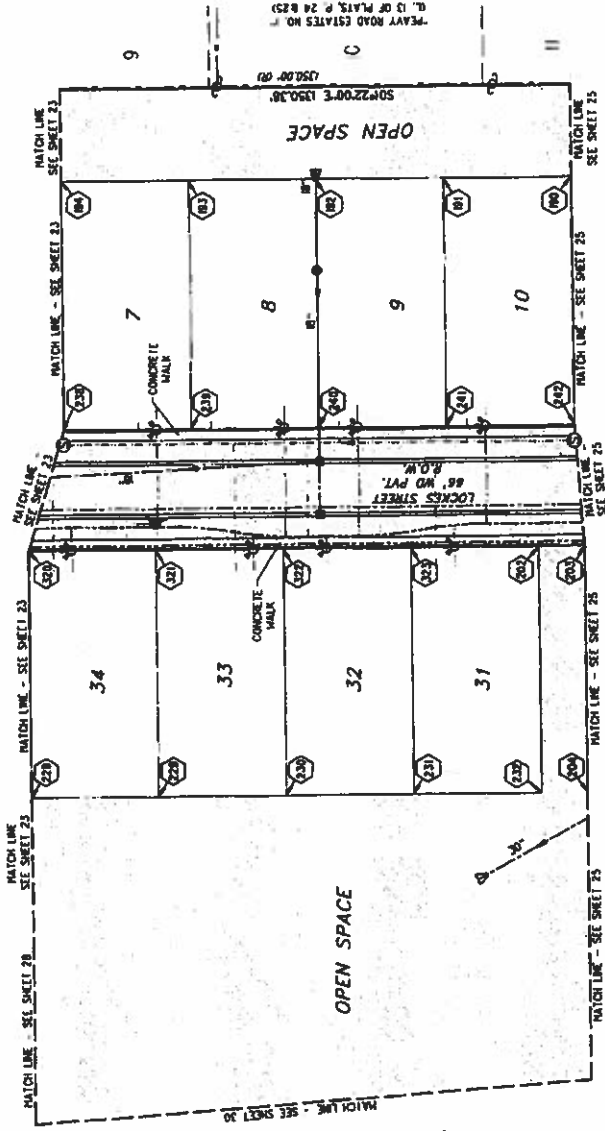
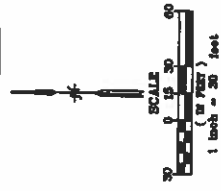
**LEGEND**

- SANITARY MANHOLE
- 8" DIA. SANITARY SEWER (UNLESS OTHERWISE STATED)
- SANITARY SEWER LEAD
- CATCH BASIN
- STORM SEWER MANHOLE
- STORM CONTROL STRUCTURE
- FLARED END SECTION
- 12" STORM DRAIN PIPE (UNLESS OTHERWISE STATED)
- FIRE HYDRANT
- WATER SHUT OFF
- WATER VALVE
- 8" DIA. WATER MAIN (UNLESS OTHERWISE STATED)
- WATER SERVICE LEAD
- EXISTING UTILITY POLES W/ OVERHEAD UTIL. LINES
- BITUMINOUS SURFACE ROAD
- CONCRETE CURB (11")
- CONDOMINIUM BOUNDARY LINE
- CORNER POINT

GENERAL COMMON ELEMENT  
 UNITS OF OWNERSHIP - UNIT BOUNDARY

Exhibit "B" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marion Township, Livingston County, Michigan  
**Site & Utility Plan**

**DEVELOPER**  
 BLUE SOUTH SURROBSE, LLC  
 3040 TELEGRAPH ROAD, SUITE 200A  
 BIRMINGHAM PARK, MICHIGAN 48009



Location Map  
 Not To Scale

- NOTES**
- 1) ALL ROADS, SANITARY SEWERS, WATER MAINS AND STORM SEWERS MUST BE BUILT.
  - 2) ROAD, SANITARY SEWERS, WATER MAINS AND STORM SEWERS PER PLANS PREPARED BY DEANE INC. ON FILE WITH MARION TOWNSHIP.
  - 3) LOCATION OF ELECTRIC, TELEPHONE, CABLE T.V. AND NATURAL GAS UTILITY LINES ON FILE WITH APPROPRIATE UTILITY COMPANY. THE ACTUAL LOCATION OF THESE LINES WILL BE SHOWN ON AS-BUILT PLANS.
  - 4) SEE SHEET 43 FOR UNIT AREA AND FINISH FLOOR ELEVATION AND SHEET 43 FOR POINT COORDINATE TABLE.
  - 5) DRIVEWAYS AND WALLS SERVING PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS ASSIGNED TO THIS UNIT (NOT SHOWN HEREON). SEE ARTICLE IV OF MASTER DEED FOR DETAILED DESCRIPTION OF COMMON ELEMENTS.
  - 6) ALL UNITS AND COMMON AREAS INCLUDING OR BORDERING ON WETLAND AREAS ARE SUBJECT TO PROVISIONS OF "NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT" (ACT 451 OF 1984).
  - 7) OPEN SPACE AREAS (SHOWN IN THEIR ENTIRETY ON SHEETS 2 AND 22 ONLY) ARE DESIGNATED AS GENERAL COMMON ELEMENT.

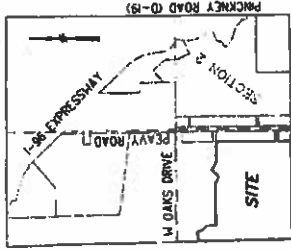


*Maurice L. Lukowicz*  
 MAURICE L. LUKOWICZ  
 PROFESSIONAL SURVEYOR No. 4001038119

JANUARY 7, 2022  
 (810) 527-0833  
 CIVIL ENGINEER  
 LAND SURVEYOR  
 PLS PASS DRIVE  
 BIRMINGHAM, MICHIGAN 48114  
 SHEET 24

- LEGEND**
- = SANITARY MANHOLE
  - 8" = 8" DIA. SANITARY SEWER QUANTITY (UNLESS OTHERWISE STATED)
  - = SANITARY SEWER LEAD
  - = CATCH BASIN
  - = STORM SEWER MANHOLE
  - = STORM CONTROL STRUCTURE
  - = FLARED END SECTION
  - 12" = 12" STORM DRAIN PIPE (UNLESS OTHERWISE STATED)
  - = FIRE HYDRANT
  - = WATER SHUT OFF
  - = WATER VALVE
  - 8" = 8" DIA. WATER MAIN (UNLESS OTHERWISE STATED)
  - = WATER SERVICE LEAD
  - = EXISTING UTILITY POLES W/OVERHEAD UTIL. LINES
  - = BITUMINOUS SURFACE ROAD W/CONCRETE CURB (TYP)
  - = CONDOMINIUM BOUNDARY LINE
  - = CONCRETE POINT
- GENERAL COMMON ELEMENT
- LIMITS OF OWNERSHIP - UNIT BOUNDARY

Exhibit "B" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marion Township, Livingston County, Michigan  
**Site & Utility Plan**



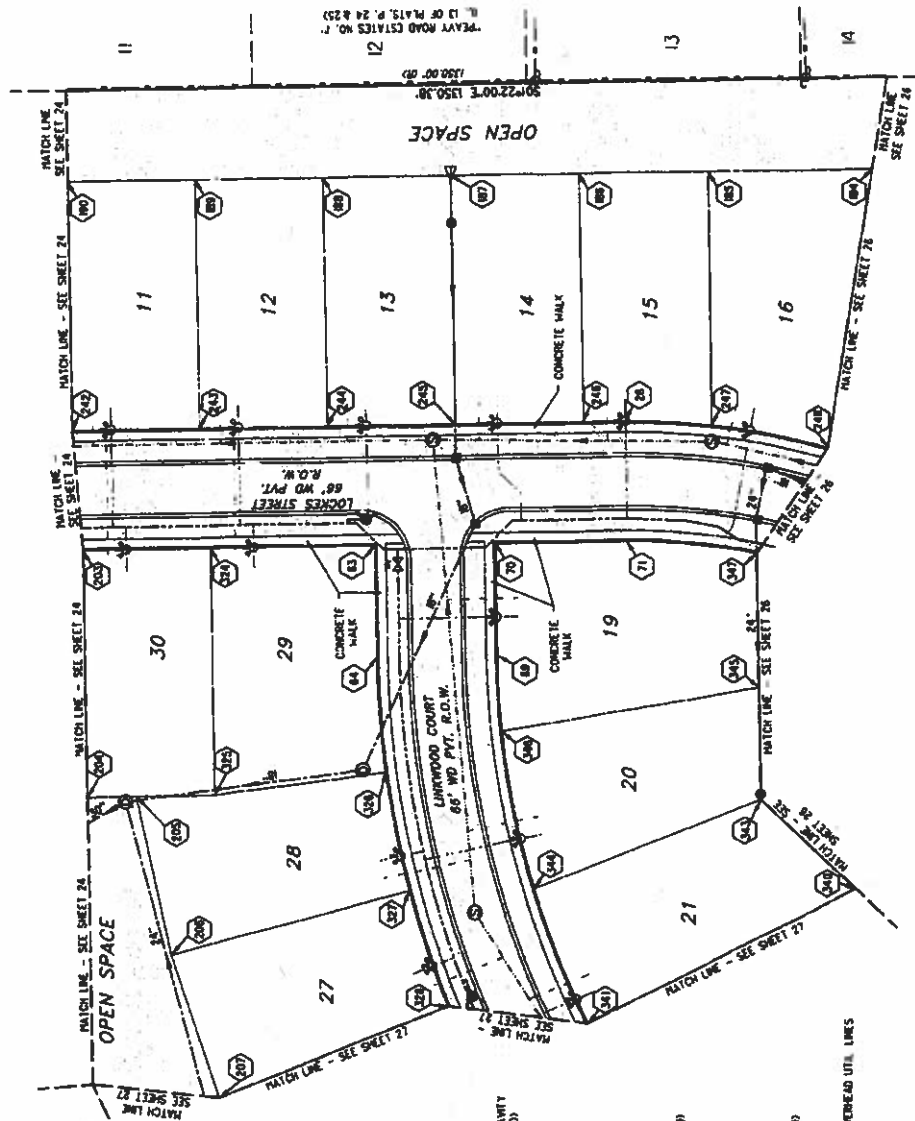
Location Map  
 Not To Scale

- NOTES**
- 1) ALL ROADS, SANITARY SEWERS, WATER MAINS AND STORM SEWERS MUST BE BUILT.
  - 2) INADEQ. SANITARY SEWERS, WATER MAINS AND STORM SEWERS PER PLANS PREPARED BY DESIRE INC. ON FILE WITH MARION TOWNSHIP.
  - 3) LOCATION OF ELECTRIC, TELEPHONE, CABLE T.V. AND UTILITY COMP. THE ACTUAL LOCATION OF THESE LINES WILL BE SHOWN ON AS-BUILT PLANS.
  - 4) SEE SHEET 23 FOR UNIT AREA AND FINISH FLOOR ELEVATION AND SHEET 23 FOR POINT COORDINATE TABLE.
  - 5) DRIVEWAYS AND WALLS SERVICING PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS ASSIGNED TO THIS UNIT (NOT SHOWN HEREON). SEE ARTICLE IV OF MASTER DEED FOR DETAILED DESCRIPTION OF COMMON ELEMENTS.
  - 6) ALL UNITS AND COMMON AREAS INCLUDING OR BORDERING ON WETLAND AREAS ARE SUBJECT TO PROVISIONS OF "NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT" (ACT 451 OF 1994).
  - 7) OPEN SPACE AREAS (SHOWN IN THEIR ENTIRETY ON SHEETS 3 AND 22 ONLY) ARE DESIGNATED AS GENERAL COMMON ELEMENT.

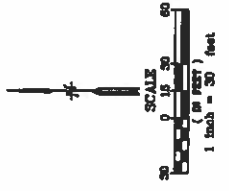


Matthew L. Lukowicz  
 PROFESSIONAL SURVEYOR No. 4001038119

JANUARY 7, 2022  
 PROPOSED DATED  
 JOB No. 1-11-02-203925  
 TOWN PL. - SITE/UTL. SHEET 25



**DEVELOPER**  
 BLUE SOUTH SURVIVOR, LLC  
 2040 TELEGRAPH ROAD, SUITE 200A  
 BIRMINGHAM, MICHIGAN 48009

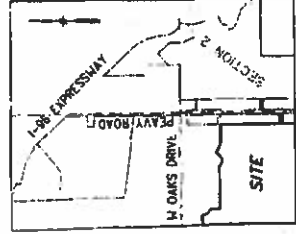


**LEGEND**

- SANITARY MANHOLE
- 8" DIA. SANITARY SEWER GRAVITY (UNLESS OTHERWISE STATED)
- SANITARY SEWER LEAD
- CATCH BASIN
- STORM SEWER MANHOLE
- STORM CONTROL STRUCTURE
- FLARED END SECTION
- 4" STORM DRAIN PIPE (UNLESS OTHERWISE STATED)
- FIRE HYDRANT
- WATER SHUT OFF
- WATER VALVE
- 8" DIA. WATER MAIN (UNLESS OTHERWISE STATED)
- WATER SERVICE LEAD
- EXISTING UTILITY POLES W/OVERHEAD UTIL. LINES
- BITUMINOUS SURFACE ROAD W/CONCRETE CURB (TYP)
- CONDOMINIUM BOUNDARY LINE
- COORDINATE POINT
- GENERAL COMMON ELEMENT
- LIMITS OF OWNERSHIP - UNIT BOUNDARY

Exhibit "B" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marion Township, Livingston County, Michigan

**Site & Utility Plan**



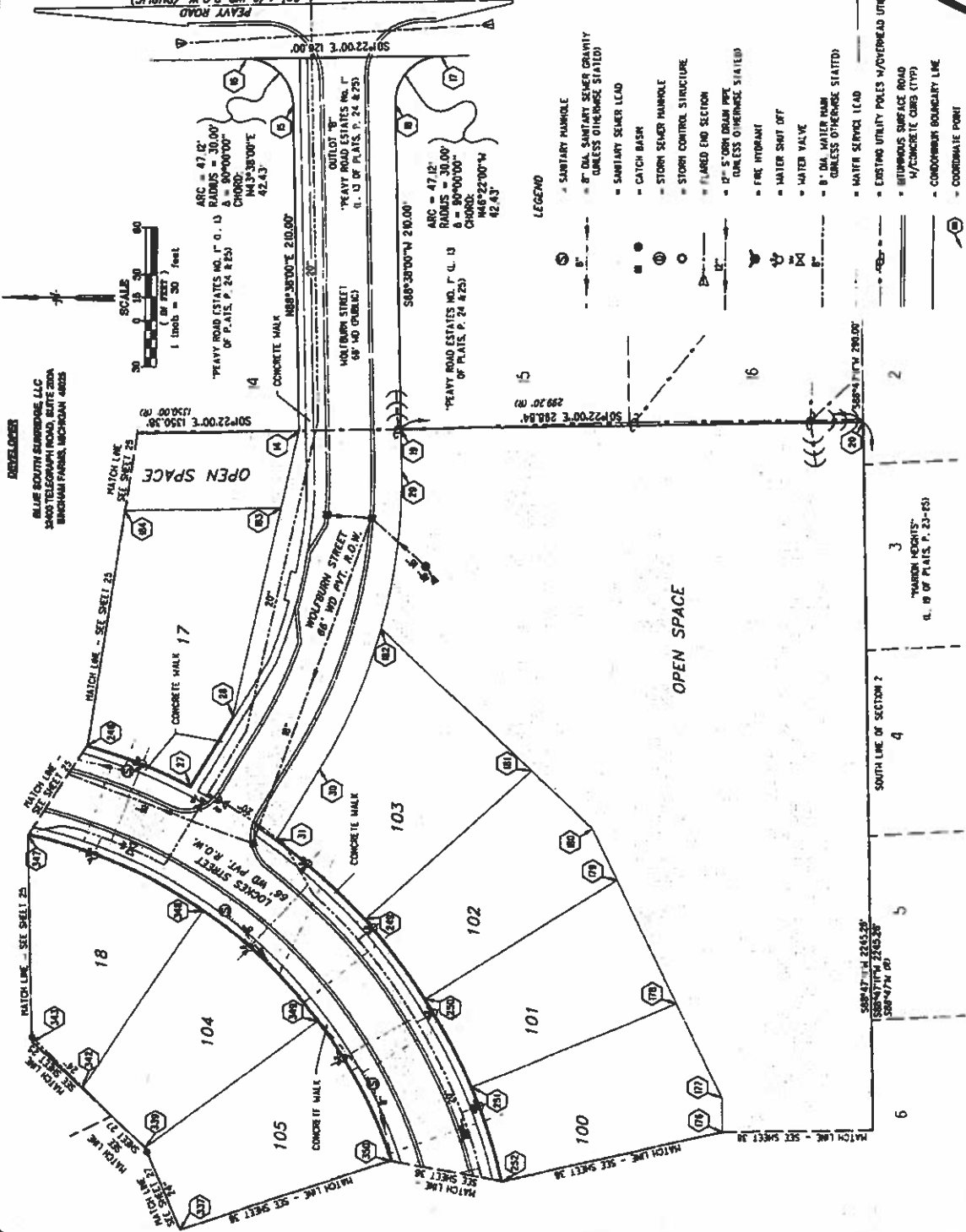
Location Map  
Not to Scale

- NOTES**
- 1) ALL ROADS, SANITARY SEWERS, WATER MAINS AND STORM SEWERS MUST BE BUILT.
  - 2) ROADS, SANITARY SEWERS, WATER MAINS AND STORM SEWERS PER PLANS PREPARED BY DERRIE INC. ON FILE WITH MARION TOWNSHIP.
  - 3) LOCATION OF ELECTRIC, TELEPHONE, CABLE T.V. AND NATURAL GAS UTILITY LINES ON FILE WITH APPROPRIATE UTILITY COMPANY. THE ACTUAL LOCATION OF THESE LINES WILL BE SHOWN ON A-B-J AND FINISH PLANS.
  - 4) SEE SHEET 43 FOR LIMIT AREA AND FINISH FLOOR ELEVATION AND SHEET 43 FOR POINT COORDINATE TABLE.
  - 5) DRIVEWAYS AND WALLS BEING BUILT PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS ASSIGNED TO MAINTENANCE (NOT SHOWN HEREON). SEE ARTICLE IV OF MASTER DEED FOR DETAILED DESCRIPTION OF COMMON ELEMENTS.
  - 6) ALL UNITS AND COMMON AREAS INCLUDING OR BEING BUILT ON UNITS AND AREAS ARE SUBJECT TO PROVISIONS OF NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT (ACT 461 OF 1984).
  - 7) OPEN SPACE AREAS SHOWN IN THESE INSTRUMENTS ON SHEETS 2 AND 23 ONLY ARE DESIGNATED AS GENERAL COMMON ELEMENT.



James L. Lurwicz  
 PROFESSIONAL SURVEYOR No. 4001038119

JANUARY 7, 2022  
 PROPOSED DATED  
 CIVIL ENGINEER  
 LAND SURVEYOR  
 2103 PLUMMER DRIVE  
 BRIGHTON, MICHIGAN 48114



**LEGEND**

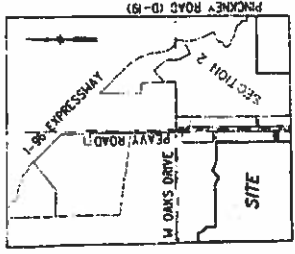
- SANITARY MANHOLE
- 8" DIA. SANITARY SEWER GRAVITY (UNLESS OTHERWISE STATED)
- SANITARY SEWER LEAD
- CATCH BASIN
- STORM SEWER MANHOLE
- STORM CONTROL STRUCTURE
- FLARED END SECTION
- 12" 5' URN DRUM PIPE (UNLESS OTHERWISE STATED)
- FIRE HYDRANT
- WATER SHUT OFF
- WATER VALVE
- 8" DIA. WATER MAIN (UNLESS OTHERWISE STATED)
- WATER SERVICE LEAD
- EXISTING UTILITY POLES W/OVERHEAD UTIL. LINES
- IMPROVED SURFACE ROAD
- W/CONCRETE CURB (TYP)
- CONDOMINIUM BOUNDARY LINE
- COORDINATE POINT

CORNER COMMON ELEMENT

LIMITS OF OWNERSHIP - UNIT BOUNDARY

**DEVELOPER**  
 BILLIE SOUTH SURROGATE, LLC  
 3400 TELEGRAPH ROAD, SUITE 200A  
 BRIGHTON, MICHIGAN 48114

Exhibit "B" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Marion Township, Livingston County, Michigan  
**Site & Utility Plan**



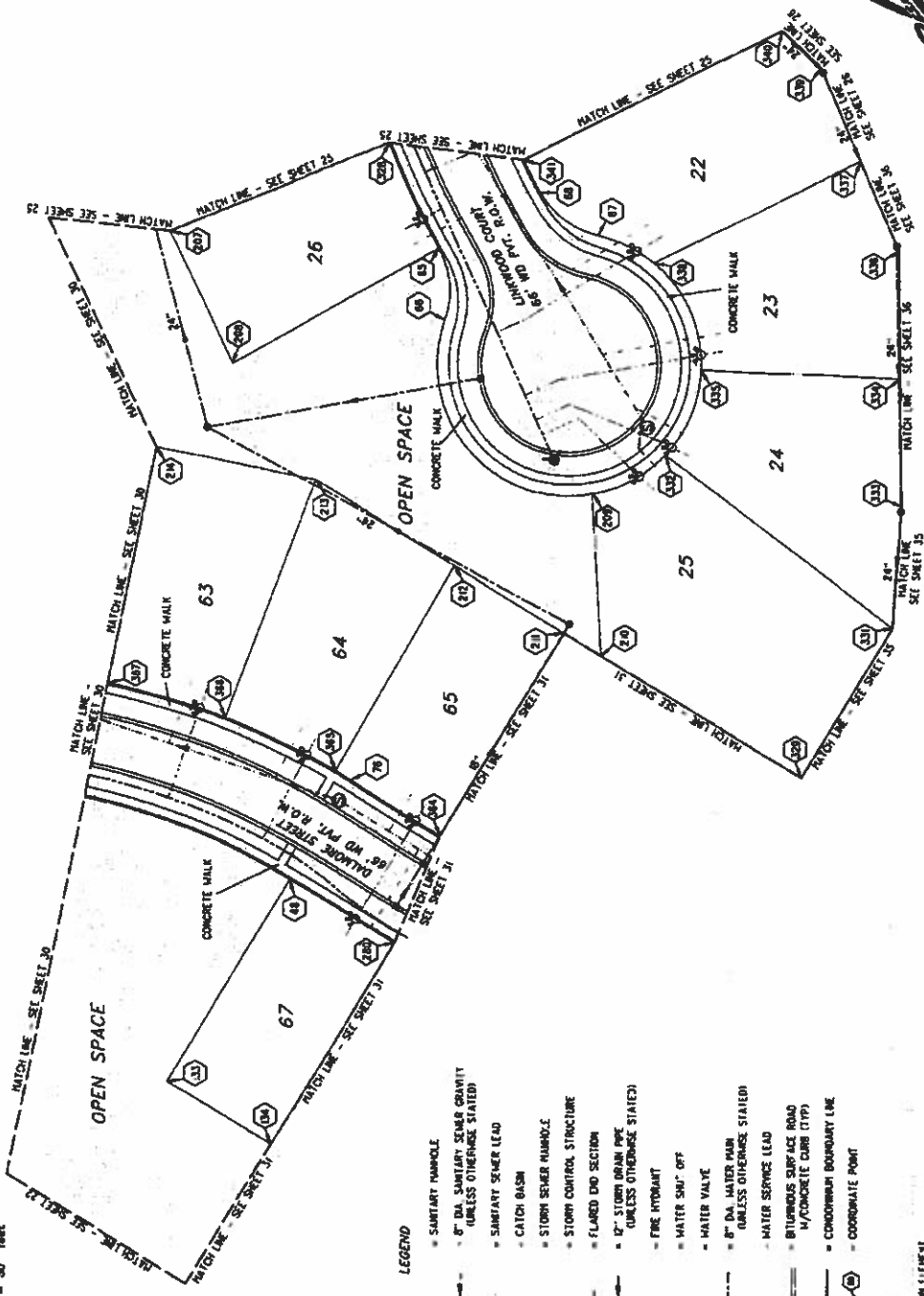
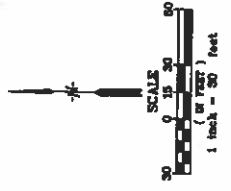
Location Map  
 Not To Scale

- NOTES**
- 1) ALL ROADS, SANITARY SEWERS, WATER MAINS AND STORM SEWERS MUST BE SWIFT.
  - 2) ROADS, SANITARY SEWERS, WATER MAINS AND STORM SEWERS PER PLANS PREPARED BY DESIRE INC. ON FILE WITH MARION TOWNSHIP.
  - 3) LOCATION OF ELECTRIC, TELEPHONE, CABLE TV, AND NATURAL GAS UTILITY LINES ON FILE WITH APPROPRIATE UTILITY COMPANY. THE ACTUAL LOCATION OF THESE LINES WILL BE SHOWN ON AS-BUILT PLANS.
  - 4) SEE SHEET 22 FOR UNIT AREA AND FINISH FLOOR ELEVATION AND SHEET 25 FOR POINT COORDINATE TABLE.
  - 5) DRIVEWAYS AND WALKS SERVING PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS ASSIGNED TO THIS UNIT (NOT SHOWN HEREIN). SEE ARTICLE IV OF MASTER DEED FOR DETAILED DESCRIPTION OF COMMON ELEMENTS.
  - 6) ALL UNITS AND COMMON AREAS INCLUDING OR INCORPORATED ON METERS AREAS ARE SUBJECT TO PROVISIONS OF NATIONAL RESOURCES SUBJECT TO ENVIRONMENTAL PROTECTION ACT (ACT 451 OF 1984).
  - 7) OPEN SPACE AREAS (SHOWN IN THEIR ENTIRETY ON SHEETS 2 AND 22 ONLY) ARE DESIGNATED AS GENERAL COMMON ELEMENT.



*Marusz L. Lukowicz*  
 MARUSZ L. LUKOWICZ  
 PROFESSIONAL SURVEYOR No. 4001038119  
 JANUARY 7, 2022  
 PROPOSED DATED  
 JOB No. 1-11-02-203925  
 2183 PLUMB DRIVE  
 BRIGHTON, MICHIGAN 48114

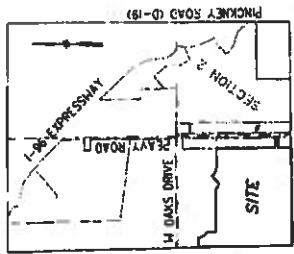
**DEVELOPER**  
 BLUE SOUTH BURNBIDGE LLC  
 5800 TELEGRAPH ROAD, SUITE 200A  
 BRIGHTON PARK, MICHIGAN 48025



- LEGEND**
- SANITARY MANHOLE
  - 8" DIA. SANITARY SEWER GRAVITY (UNLESS OTHERWISE STATED)
  - SANITARY SEWER LEAD
  - CATCH BASIN
  - STORM SEWER MANHOLE
  - STORM CONTROL STRUCTURE
  - FLARED END SECTION
  - 12" STORM DRAIN PIPE (UNLESS OTHERWISE STATED)
  - FIRE HYDRANT
  - WATER SHUT OFF
  - WATER VALVE
  - 8" DIA. WATER MAIN (UNLESS OTHERWISE STATED)
  - WATER SERVICE LEAD
  - BITUMINOUS SURFACE ROAD 14"/CONCRETE CURB (11")
  - CONDOMINIUM BOUNDARY LINE
  - COORDINATE POINT

GENERAL COMMON ELEMENTS  
 UNITS OF OWNERSHIP - UNIT BOUNDARY

Exhibit "g" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marion Township, Livingston County, Michigan  
**Site & Utility Plan**



Location Map  
 Not To Scale

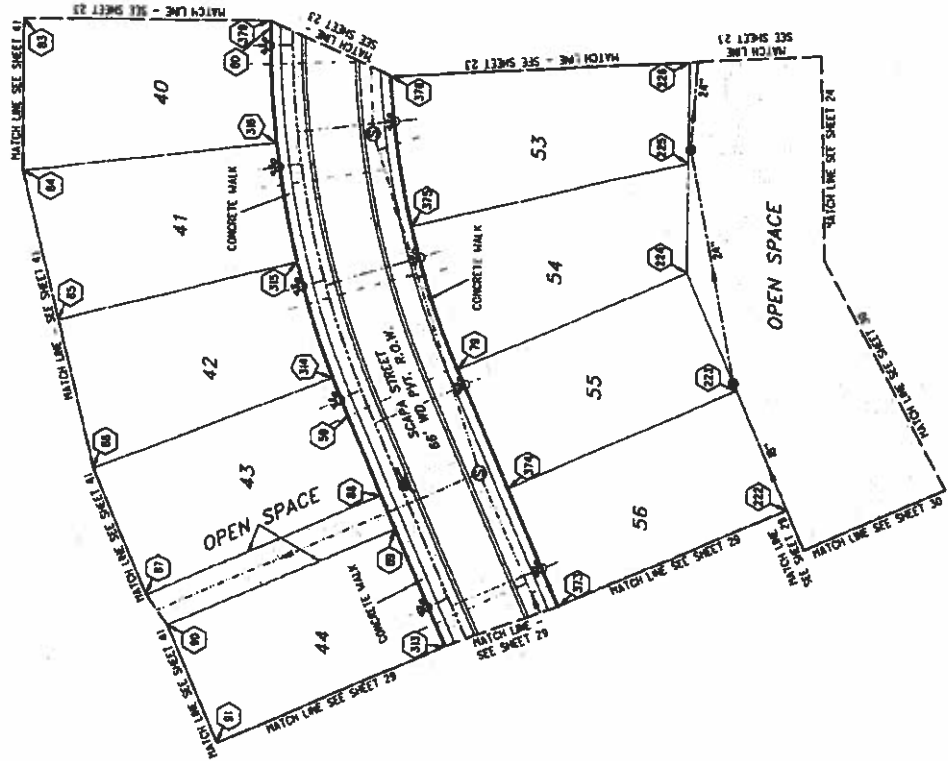
- NOTES**
- 1) ALL ROAD, SANITARY SEWERS, WATER MAINS AND STORM SEWERS MUST BE BUILT.
  - 2) ROAD, SANITARY SEWERS, WATER MAINS AND STORM SEWERS PER PLANS PREPARED BY DESNE INC. ON FILE WITH MARION TOWNSHIP.
  - 3) LOCATION OF ELECTRIC, TELEPHONE, CABLE T.V. AND NATURAL GAS UTILITY LINES ON FILE WITH APPROPRIATE UTILITY COMPANY. THE ACTUAL LOCATION OF THESE LINES WILL BE SHOWN ON AS-BUILT PLANS.
  - 4) SEE SHEET 42 FOR UNIT AREA AND FINISH FLOOR ELEVATION AND SHEET 43 FOR POINT COORDINATE TABLE.
  - 5) DRIVEWAYS AND WALKS SERVING PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS ASSIGNED TO THIS UNIT (NOT SHOWN HEREON). SEE ARTICLE IV OF MASTER DEED FOR DETAILED DESCRIPTION OF COMMON ELEMENTS.
  - 6) ALL UNITS AND COMMON AREAS INCLUDING OR SERVING OR SERVING WETLAND AREAS ARE SUBJECT TO PROVISIONS OF "NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT" (ACT 481 OF 1994).
  - 7) OPEN SPACE AREAS SHOWN IN THEIR ENTIRETY ON SHEETS 2 AND 23 ONLY ARE DESIGNATED AS GENERAL COMMON ELEMENTS.



Maurice L. Lukowicz  
 PROFESSIONAL SURVEYOR No. 4001036119

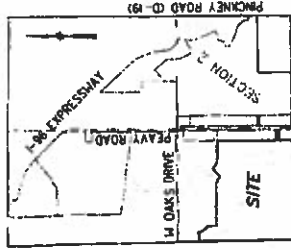
JANUARY 7, 2022  
 PROPOSED DATED  
 CIVIL ENGINEER  
 JOB No. 1-11-02-203825  
 LAND SURVEYOR  
 2-183 PLEASANT DRIVE  
 BENTLEYVILLE, MISSOURI 63114  
 TAM P.L.C. - SITE/UTIL. SHEET 28

**DEVELOPER**  
 BLUE SOUTH SUBURBIA LLC  
 3400 TELEGRAPH ROAD, SUITE 100  
 BENTLEYVILLE, MISSOURI 63114



- LEGEND**
- SANITARY MANHOLE
  - 8" DIA. SANITARY SEWER CAVITY (UNLESS OTHERWISE STATED)
  - SANITARY SEWER LEAD
  - CATCH BASIN
  - STORM SEWER MANHOLE
  - STORM CONTROL STRUCTURE
  - FLARED END SECTION
  - 12" STORM DRAIN PIPE (UNLESS OTHERWISE STATED)
  - FIRE HYDRANT
  - WATER SHUT OFF
  - WATER VALVE
  - 8" DIA. WATER MAIN (UNLESS OTHERWISE STATED)
  - WATER SERVICE LEAD
  - BITUMINOUS SURFACE ROAD 1/4" CONCRETE CURB (CTYP)
  - COMMONION BOUNDARY LINE
  - COORDINATE POINT
- CFRMA COMMON FUTURE  
 LIMITS OF OWNERSHIP - UNIT BOUNDARY

Exhibit "g" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marion Township, Livingston County, Michigan  
**Site & Utility Plan**



Location Map  
 Not To Scale

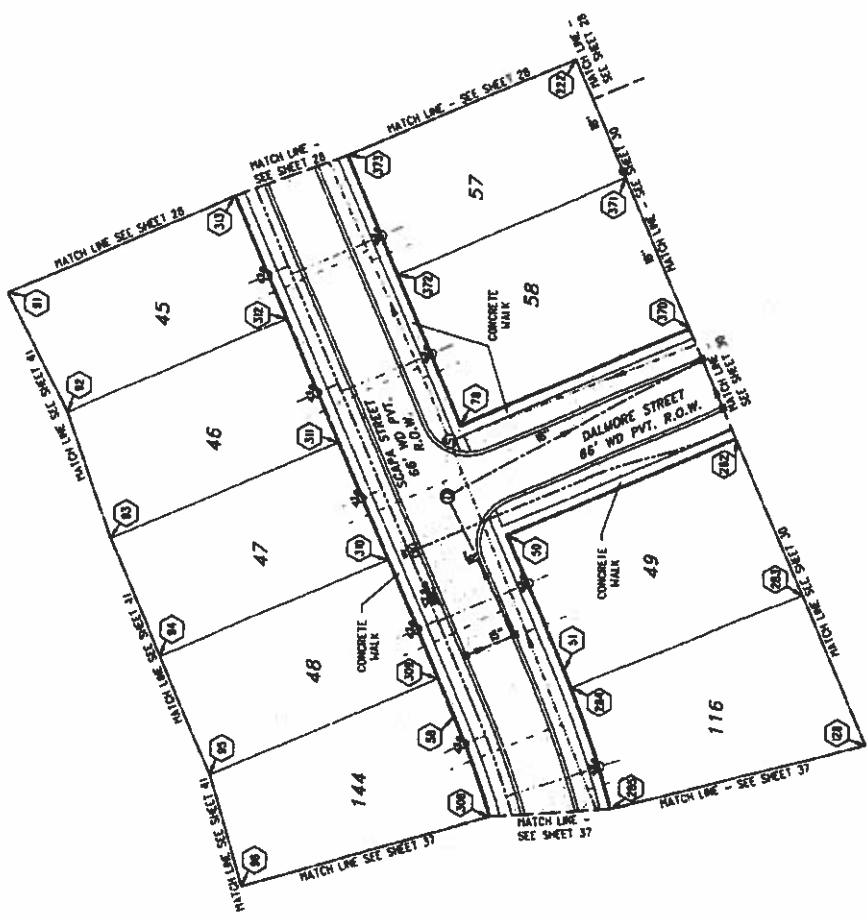
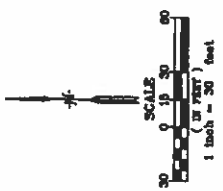
- NOTES**
- 1) ALL ROADS, SANITARY SEWERS, WATER MAINS AND STORM SEWERS MUST BE BUILT.
  - 2) ROADS, SANITARY SEWERS, WATER MAINS AND STORM SEWERS PER PLANS PREPARED BY DESINE INC. ON FILE WITH MARION TOWNSHIP.
  - 3) LOCATION OF ELECTRIC, TELEPHONE, CABLE T.V. AND NATURAL GAS UTILITY LINES ON FILE WITH APPROPRIATE UTILITY COMPANY. THE ACTUAL LOCATION OF THESE LINES WILL BE SHOWN ON AS-BUILT PLANS.
  - 4) SEE SHEET 42 FOR UNIT AREA AND FINISH FLOOR ELEVATION AND SHEET 43 FOR POINT COORDINATE TABLE.
  - 5) DRIVEWAYS AND WALKS SERVICING PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS ASSIGNED TO THIS UNIT (NOT SHOWN HEREIN). SEE ARTICLE IV OF MASTER DEED FOR DETAILED DESCRIPTION OF COMMON ELEMENTS.
  - 6) ALL UNITS AND COMMON AREAS INCLUDING OR BORDERING ON WETLAND AREAS ARE SUBJECT TO PROVISIONS OF "NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT" (ACT 451 OF 1994).
  - 7) OPEN SPACE AREAS (SHOWN IN THEIR ENTIRETY ON SHEETS 2 AND 22 ONLY) ARE DESIGNATED AS GENERAL COMMON ELEMENT.



*Marusz L. Lukowicz*  
 MARUSZ L. LUKOWICZ  
 PROFESSIONAL SURVEYOR No. 4001038119

JANUARY 7, 2022  
 PROPOSED DATED  
 CIVIL ENGINEERING  
 LAND SURVEYING  
 2400 PLAZA DRIVE  
 BRIGHTON, MICHIGAN 48114

**DEVELOPER**  
 BLUE SOUTH BAMPORSE, LLC  
 3400 TELEGRAPH ROAD, SUITE 200A  
 BRIGHTON, MICHIGAN 48114

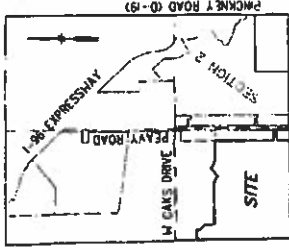


- LEGEND**
- SANITARY MANHOLE
  - 8" DIA. SANITARY SINKER GRAVITY (UNLESS OTHERWISE STATED)
  - SANITARY SINKER (LEAD)
  - CATCH BASIN
  - STORM SINKER MANHOLE
  - STORM CONTROL STRUCTURE
  - FLARED END SECTION
  - 12" STORM DRAIN PIPE (UNLESS OTHERWISE STATED)
  - FIRE HYDRANT
  - WATER SHUT OFF
  - WATER VALVE
  - 8" DIA. WATER MAIN (UNLESS OTHERWISE STATED)
  - WATER SERVICE (FAD)
  - BELLEVILLE SURFACE ROAD 1/2 CONCRETE CURB (17P)
  - CONDOMINIUM BOUNDARY LINE
  - COORDINATE POINT





Exhibit "B" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marlon Township, Livingston County, Michigan  
**Site & Utility Plan**



Location Map  
 Not To Scale

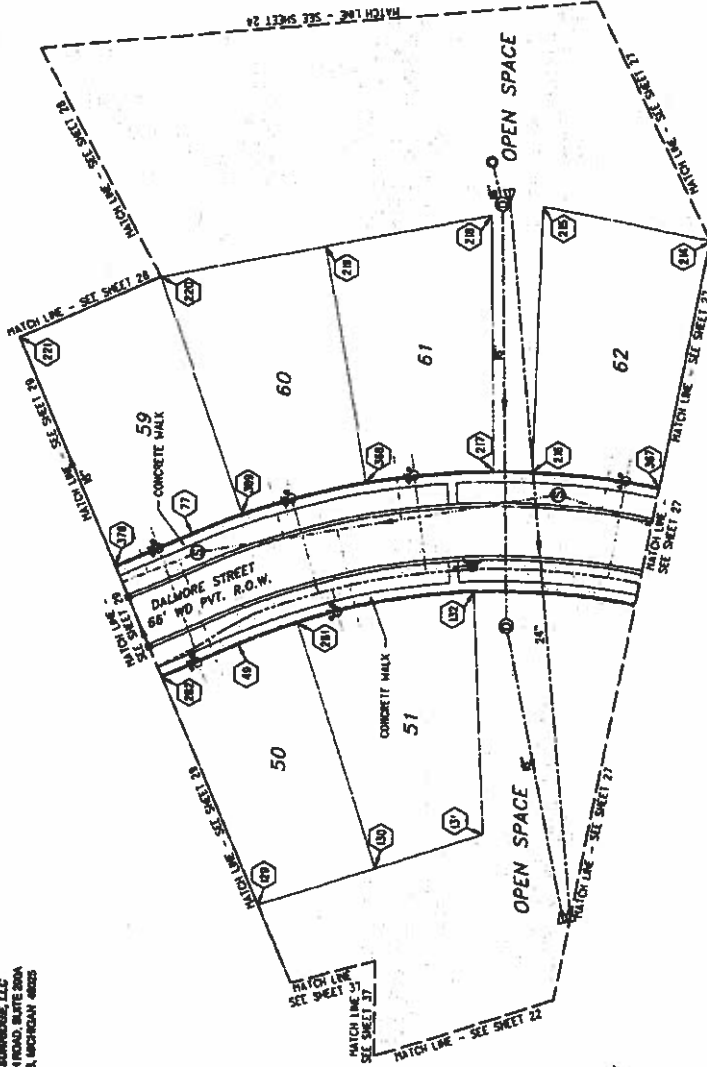
- NOTES
- 1) ALL ROADS, SANITARY SEWERS, WATER MAINS AND STORM SEWERS MUST BE AS SHOWN.
  - 2) ROADS, SANITARY SEWERS, WATER MAINS AND STORM SEWERS PER PLANS PROVIDED BY DESIRE INC. ON FILE WITH MARION TOWNSHIP.
  - 3) LOCATION OF ELECTRIC, TELEPHONE, CABLE TV, AND NATURAL GAS UTILITY LINES ON FILE WITH APPROPRIATE UTILITY COMPANY. THE ACTUAL LOCATION OF THESE LINES WILL BE SHOWN ON AS-BUILT PLANS.
  - 4) SEE SHEET 45 FOR LIMIT AREA AND FINISH FLOOR ELEVATION AND SHEET 43 FOR POINT COORDINATE TABLE.
  - 5) DRIVEWAYS AND WALLS SERVICING PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS ASSIGNED TO THIS UNIT (NOT SHOWN HEREON). SEE ARTICLE IV OF MASTER DEED FOR DETAILED DESCRIPTION OF COMMON ELEMENTS.
  - 6) ALL UNITS AND COMMON AREAS INCLUDING OR BORDERING ON WETLAND AREAS ARE SUBJECT TO PROVISIONS OF "NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT" (ACT 431 OF 1994).
  - 7) OPEN SPACE AREAS (SHOWN IN THEIR ENTIRETY ON SHEETS 2 AND 22 ONLY) ARE DESIGNATED AS GENERAL COMMON ELEMENT.



*Mariusz L. Lukowicz*  
 MARIUSZ L. LUKOWICZ  
 PROFESSIONAL SURVEYOR No. 4001038118

JANUARY 7, 2022  
 PROPOSED DATED  
 JOB No. 1-11-02-203925  
 TAM PLC - SITE/AUTR. SHEET 30

(819) 227-0853  
 CIVIL ENGINEER  
 LAND SURVEYOR  
 2125 PLEASANT DRIVE  
 ANN ARBOR, MICHIGAN 48116



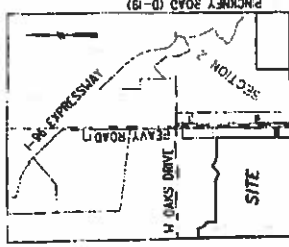
DEVELOPER  
 BLUE SOUTH DAWGDOG LLC  
 2800 SOUTHWIND ROAD, SUITE 200A  
 BIRMGHAM PARK, MICHIGAN 48304



- LEGEND
- SANITARY MANHOLE
  - 8" DIA. SANITARY SEWER GRAVITY (UNLESS OTHERWISE STATED)
  - SANITARY SEWER LEAD
  - CATCH BASIN
  - STORM SEWER MANHOLE
  - STORM CONTROL STRUCTURE
  - 7" LINED END SECTION
  - 12" STORM DRAIN PIPE (UNLESS OTHERWISE STATED)
  - FIRE HYDRANT
  - WATER SHUT OFF
  - WATER VALVE
  - 8" OIL WATER PUMP (UNLESS OTHERWISE STATED)
  - WATER SERVICE LEAD
  - BITUMINOUS SURFACE ROAD
  - 4" CONCRETE CURB (TYP)
  - CONDOMINIUM BOUNDARY LINE
  - COORDINATE POINT

GENERAL COMMON ELEMENT  
 LIMITS OF OWNERSHIP - UNIT BOUNDARY

Exhibit "B" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marion Township, Livingston County, Michigan  
**Site & Utility Plan**



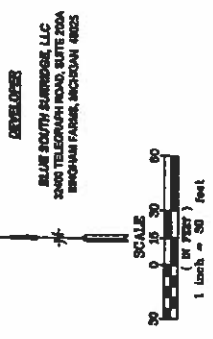
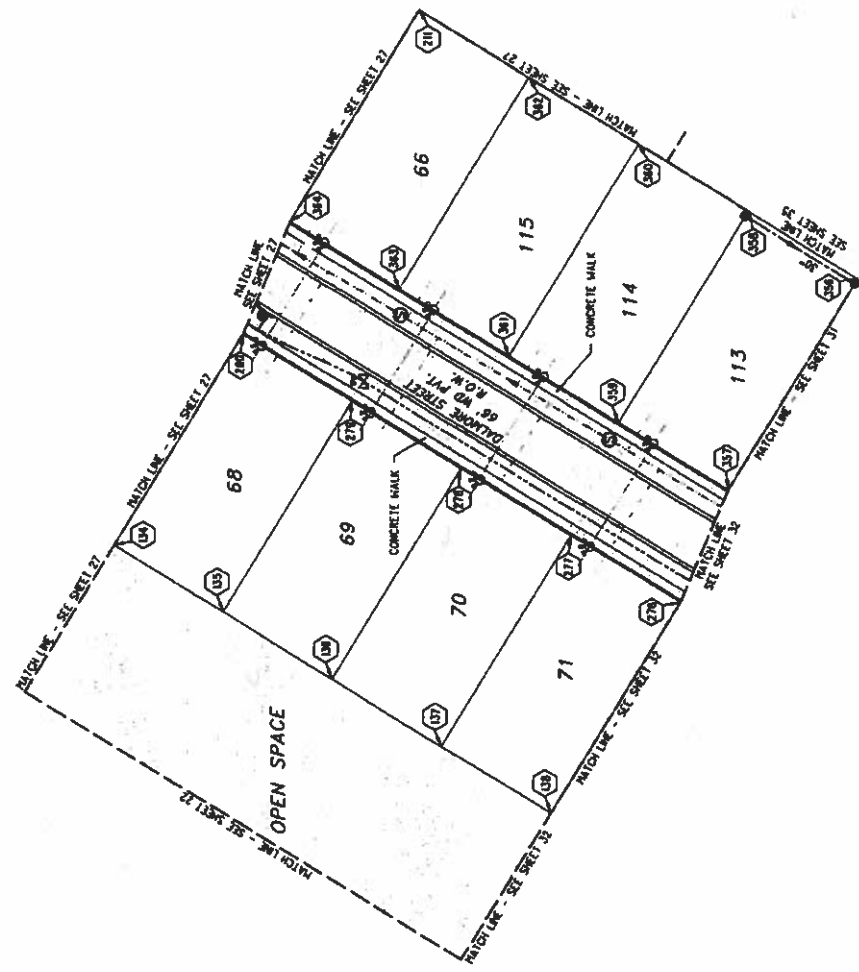
Location Map  
 Not To Scale

- NOTES**
- 1) ALL ROAD, SANITARY SEWER, WATER MAINS AND STORM SEWERS MUST BE BUILT.
  - 2) ROAD, SANITARY SEWER, WATER MAINS AND STORM SEWERS PER PLANS PREPARED BY DESBIE INC. ON FILE WITH MARION TOWNSHIP.
  - 3) LOCATION OF ELECTRIC, TELEPHONE, CABLE T.V. AND NATURAL GAS UTILITY LINES ON FILE WITH APPROPRIATE UTILITY COMPANY. THE ACTUAL LOCATION OF THESE LINES WILL BE SHOWN ON AS-BUILT PLANS.
  - 4) SEE SHEET 22 FOR UNIT AREA AND FINISH FLOOR ELEVATION AND SHEET 43 FOR POINT COORDINATE ELEVATION.
  - 5) DRIVEWAYS AND WALKS SERVING PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS ASSIGNED TO THAT UNIT (NOT SHOWN HEREON). SEE ARTICLE IV OF MASTER DEED FOR DETAILED DESCRIPTION OF COMMON ELEMENTS.
  - 6) ALL UNITS AND COMMON AREAS INCLUDING OR BORDERING ON WETLAND AREAS ARE SUBJECT TO PROVISIONS OF "NATURAL RESOURCES SUBJECT TO ENVIRONMENTAL PROTECTION ACT (ACT 861 OF 1984).
  - 7) OPEN SPACE AREAS (SHOWN IN THESE SHEETS ON SHEETS 2 AND 22 ONLY) ARE DESIGNATED AS GENERAL COMMON ELEMENT.



Marjorie L. Lukowicz  
 PROFESSIONAL SURVEYOR No. 0001038119

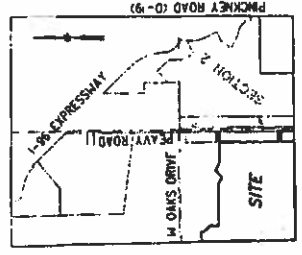
JANUARY 7, 2022  
 PROPOSED DATED  
 JOB No. 1-11-02-203925  
 2183 PLEASANT DRIVE  
 BRIGHTON, MICHIGAN 48114



- LEGEND**
- - SANITARY MANHOLE
  - - 8" DIA. SANITARY SEWER MANHOLE (UNLESS OTHERWISE STATED)
  - - SANITARY SEWER LEAK
  - - CATCH BASIN
  - - STORM SEWER MANHOLE
  - - STORM CONTROL STRUCTURE
  - F - FORD TWO SECTION
  - IP - STORM DRAIN PIPE (UNLESS OTHERWISE STATED)
  - ▲ - FIRE HYDRANT
  - ▲ - WATER SHUT OFF
  - ▲ - WATER VALVE
  - 8" DIA. WATER MAIN (UNLESS OTHERWISE STATED)
  - WATER SERVICE (1/2")
  - BITUMINOUS SURFACE ROAD
  - W/CONCRETE CURB (TYP)
  - COMMON PROPERTY BOUNDARY LINE
  - - COORDINATE POINT

GENERAL COMMON ELEMENT  
 UNITS OF OWNERSHIP - UNIT BOUNDARY

Exhibit "B" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marion Township, Livingston County, Michigan  
**Site & Utility Plan**



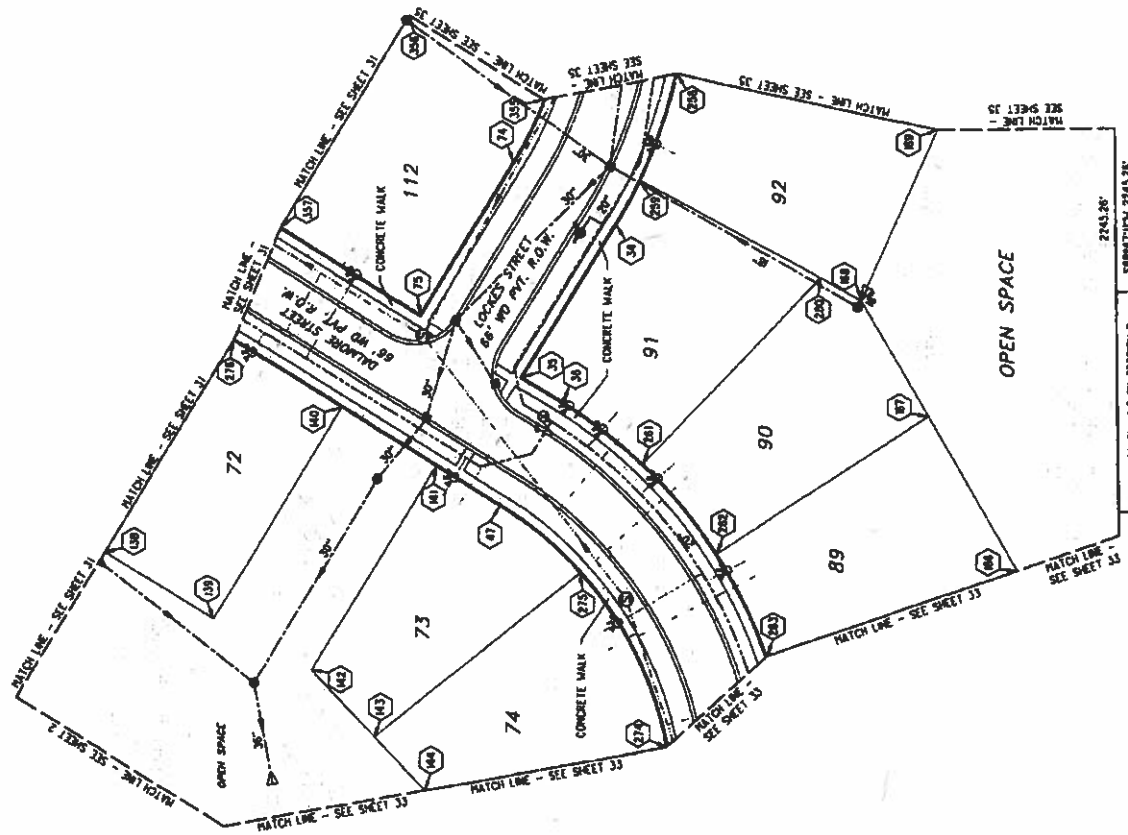
Location Map  
 Not To Scale

- NOTES**
- 1) ALL ROAD, SANITARY SEWERS, WATER MAINS AND STORM SEWERS MUST BE BUILT.
  - 2) ROAD, SANITARY SEWERS, WATER MAINS AND STORM SEWERS PER PLANS PREPARED BY DESIRE INC. ON FILE WITH MARION TOWNSHIP.
  - 3) LOCATION OF ELECTRIC, TELEPHONE, CABLE T.V. AND NATURAL GAS UTILITY LINES ON FILE WITH APPROPRIATE UTILITY COMPANY. THE ACTUAL LOCATION OF THESE LINES WILL BE SHOWN ON AS-BUILT PLANS.
  - 4) SEE SHEET 43 FOR UNIT AREA AND FINISH FLOOR ELEVATION AND SHEET 43 FOR POINT COORDINATE TABLE.
  - 5) DRIVEWAYS AND WALKS SERVING PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS ASSIGNED TO THIS UNIT (NOT SHOWN HEREON). SEE ARTICLE IV OF MASTER DEED FOR DETAILED DESCRIPTION OF COMMON ELEMENTS.
  - 6) ALL UNITS AND COMMON AREAS INCLUDING OR PROCEEDING ON WETLAND AREAS ARE SUBJECT TO PROVISIONS OF "NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT" (ACT 451 OF 1994).
  - 7) OPEN SPACE AREAS SHOWN IN THEIR ENTIRETY ON SHEETS 2 AND 32 (UNIT 17) ARE DESIGNATED AS GENERAL COMMON ELEMENTS.

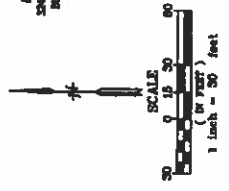


Maurice L. Lipowicz  
 PROFESSIONAL SURVEYOR No. 401038119

JANUARY 7, 2022  
 PROPOSED DATED  
 JOB No. 1-11-02-203925  
 TARI PLC - SITE/UTIL SHEET 32



**DEVELOPER**  
 BLUE SOUTH BUILDINGS, LLC  
 3900 TELEGRAPH ROAD, SUITE 200A  
 BUCHANAN MICHIGAN 48105

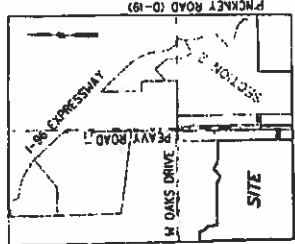


**LEGEND**

- = SANITARY MANHOLE
- = 8" DIA. SANITARY SEWER CHIMNEY (UNLESS OTHERWISE STATED)
- = SANITARY SEWER LEAD
- = CLAY BASIN
- = 5" DIA. SEWER MANHOLE
- = STORM CONTROL STRUCTURE
- = FLARED END SECTION
- = 12" STORM DRAIN PIPE (UNLESS OTHERWISE STATED)
- = FIRE HYDRANT
- = WATER SHUT OFF
- = WATER VALVE
- = GATE VALVE
- = 8" DIA. WATER MAIN (UNLESS OTHERWISE STATED)
- = WATER SERVICE LEAD
- = BITUMINOUS SURFACE ROAD
- = 1/2" CONCRETE CURB (TYP)
- = CONDOMINIUM BOUNDARY LINE
- = COORDINATE POINT

GENERAL COMMON ELEMENTS  
 LIMITS OF OWNERSHIP - UNIT BOUNDARY

Exhibit "B" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2, North, Range 4 East  
 Marlon Township, Livingston County, Michigan  
**Site & Utility Plan**



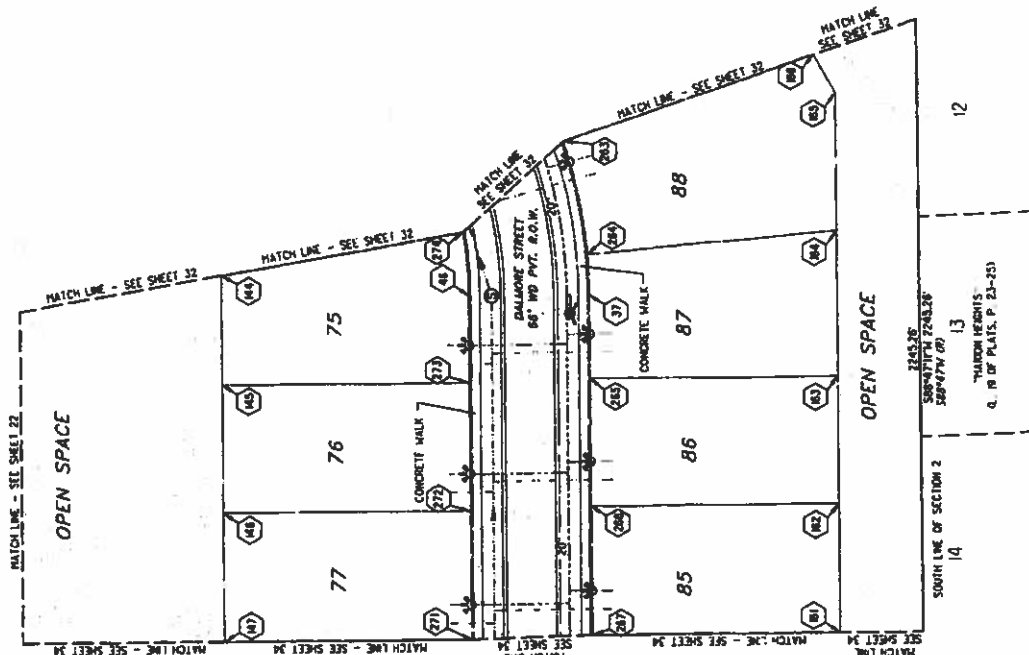
Location Map  
 Not To Scale

- NOTES**
- 1) ALL ROADS, SANITARY, SEWER, WATER MAINS AND STORM SEWERS MUST BE SET BY THE CONTRACTOR.
  - 2) ROADS, SANITARY, SEWER, WATER MAINS AND STORM SEWERS PER PLANS PREPARED BY DESIRE INC. ON FILE WITH MARION TOWNSHIP.
  - 3) LOCATION OF ELECTRIC, TELEPHONE, CABLE T.V. AND NATURAL GAS UTILITY LINES ON FILE WITH APPROPRIATE UTILITY COMPANY. THE ACTUAL LOCATION OF THESE LINES WILL BE SHOWN ON AS-BUILT PLANS.
  - 4) SEE SHEET 43 FOR UNIT AREA AND FINISH FLOOR ELEVATION AND SHEET 43 FOR POINT COORDINATE TABLE.
  - 5) DRIVEWAYS AND WALKS SERVING PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS ASSIGNED TO THIS UNIT (NOT SHOWN HEREON). SEE ARTICLE IV OF MASTER DEED FOR DETAILED DESCRIPTION OF COMMON ELEMENTS.
  - 6) ALL UNITS AND COMMON AREAS INCLUDING OR BORDERING ON WETLAND AREAS ARE SUBJECT TO PROVISIONS OF "NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT" (ACT 431 OF 1994).
  - 7) OPEN SPACE AREAS (SHOWN IN THEIR ENTIRETY ON SHEETS 2 AND 22 ONLY) ARE DESIGNATED AS GENERAL COMMON ELEMENT.

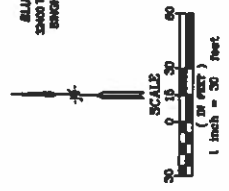


*Marlon J. Johnson*  
 MARUSZ L. LUDWIGZ  
 SURVEYOR No. 4001038119

JANUARY 7, 2022  
 PROPOSED DATED  
 JOB No. 1-11-02-203025  
 TAM PLC - SITE/UTIL SHEET 33



**DEVELOPER**  
 BLUE SOUTH BARRIDGE, LLC  
 3400 TELEGRAPH ROAD, SUITE 300A  
 BIRMINGHAM, MICHIGAN 48205



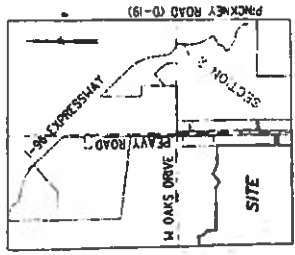
- LEGEND**
- SANITARY MANHOLE
  - 8" DIA. SANITARY SEWER GRAVITY (UNLESS OTHERWISE STATED)
  - SANITARY SEWER LEAD
  - CATCH BASIN
  - STORM SEWER MANHOLE
  - STORM CONTROL STRUCTURE
  - FLARED END SECTION
  - 12" STORM DRAIN PIPE (UNLESS OTHERWISE STATED)
  - FIRE HYDRANT
  - WATER SHUT OFF
  - WATER VALVE
  - 8" DIA. WATER MAIN (UNLESS OTHERWISE STATED)
  - WATER SERVICE LEAD
  - BITUMINOUS SURFACE ROAD 14"/CONCRETE CURB (TYP)
  - CONDOMINIUM BOUNDARY LINE
  - COORDINATE POINT

GENERAL COMMON ELEMENTS  
 LEFTS OF OWNERSHIP - UNIT BOUNDARY



Exhibit "B" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2, North, Range 4 East  
 Marion Township, Livingston County, Michigan  
**Site & Utility Plan**

**DEVELOPER**  
 BLUE SOUTH SURROUND, LLC  
 3040 TELEGRAPH ROAD, SUITE 100  
 BRIGHTON PARK, MICHIGAN 48114



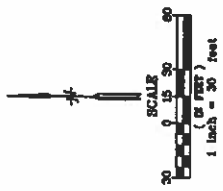
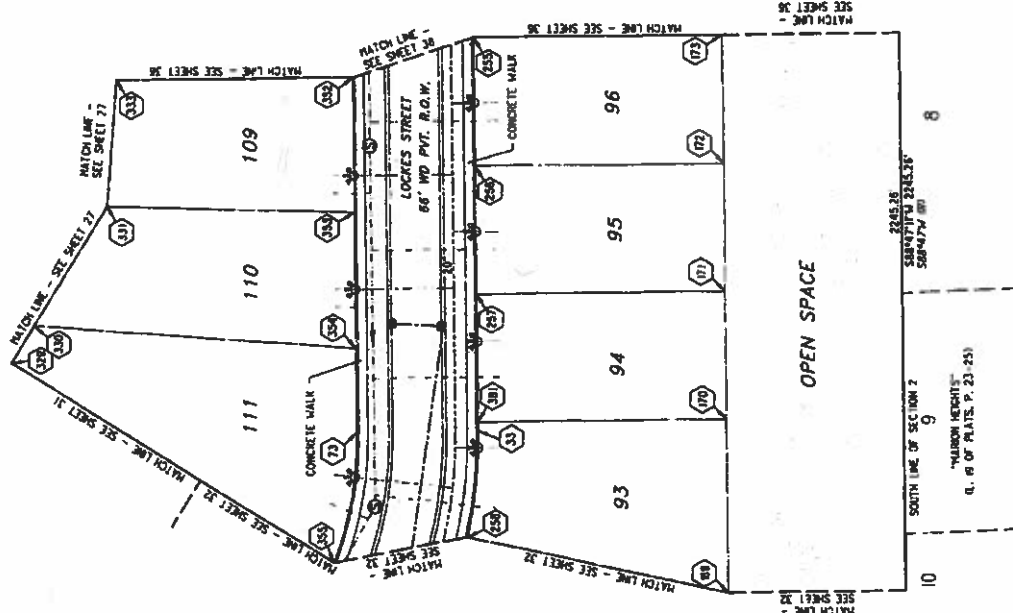
Location Map  
 Not To Scale

- NOTES**
- 1) ALL ROADS, SANITARY SEWERS, WATER MAINS AND STORM SEWERS MUST BE BUILT.
  - 2) ROAD, SANITARY SEWERS, WATER MAINS AND STORM SEWERS PER PLANS PREPARED BY DESIRE INC. ON FILE WITH MARION TOWNSHIP.
  - 3) LOCATION OF ELECTRIC, TELEPHONE, CABLE TV, AND NATURAL GAS UTILITY LINES ON FILE WITH APPROPRIATE UTILITY COMPANY. THE ACTUAL LOCATION OF THESE LINES WILL BE SHOWN ON AS-BUILT PLANS.
  - 4) SEE SHEET 43 FOR UNIT AREA AND FINISH FLOOR ELEVATION AND SHEET 43 FOR POINT COORDINATE TABLE.
  - 5) DRIVEWAYS AND WALLS SERVICING PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS ASSIGNED TO THIS UNIT (NOT SHOWN HEREON). SEE ARTICLE IV OF MASTER DEED FOR DETAILED DESCRIPTION OF COMMON ELEMENTS.
  - 6) ALL UNITS AND COMMON AREAS INCLUDING OR BORDERING ON WETLAND AREAS ARE SUBJECT TO PROVISIONS OF "NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT (ACT 451 OF 1994).
  - 7) COMMON AREAS SHOWN IN THEIR ENTIRETY ON SHEETS 2 AND 3 ONLY ARE DESIGNATED AS GENERAL COMMON ELEMENTS.



*Marjusz L. Lurkiewicz*  
 MARJUSZ L. LURKIEWICZ  
 PROFESSIONAL SURVEYOR No. 4001036119

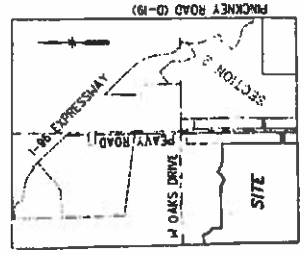
JANUARY 7, 2022  
 PROPOSED DATED  
 CONSTRUCTION PERMITS  
 LAND SURVEYING  
 2183 PLEASANT DRIVE  
 BRIGHTON, MICHIGAN 48114



- LEGEND**
- SANITARY MANHOLE
  - 8" DIA. SANITARY SEWER GRAVITY (UNLESS OTHERWISE STATED)
  - SANITARY SEWER LEAD
  - CATCH BASIN
  - 5" DIA. SEWER HANDBOLE
  - 5" DIA. CONTROL STRUCTURE
  - FLARED END SECTION
  - STORM DRAIN PIPE (UNLESS OTHERWISE STATED)
  - FIRE HYDRANT
  - WATER SHUT OFF
  - WATER VALVE
  - 8" DIA. WATER MAIN (UNLESS OTHERWISE STATED)
  - WATER SERVICE LEAD
  - BITUMINOUS SURFACE ROAD W/CONCRETE CURB (TYP)
  - COMMON/EA BOUNDARY LINE
  - COORDINATE POINT

GENERAL COMMON ELEMENT  
 LIMITS OF OWNERSHIP - UNIT BOUNDARY

Exhibit "B" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marlon Township, Livingston County, Michigan  
**Site & Utility Plan**



Location Map  
 Not To Scale

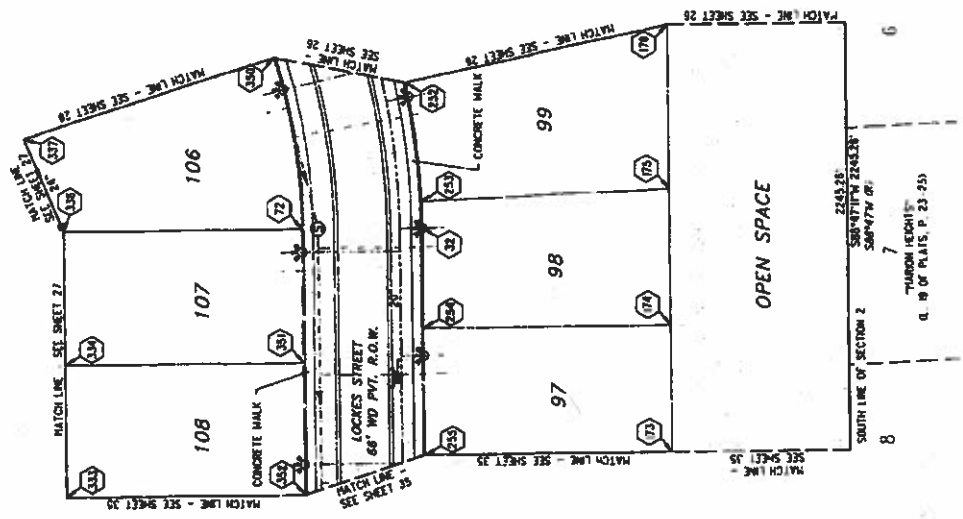
- NOTES**
- 1) ALL ROADS, SANITARY SEWERS, WATER MAINS AND STORM SEWERS MUST BE BUILT.
  - 2) ROADS, SANITARY SEWERS, WATER MAINS AND STORM SEWERS PER PLANS PREPARED BY DEARNE INC. ON FILE WITH MARION TOWNSHIP.
  - 3) LOCATION OF ELECTRIC, TELEPHONE, CABLE T.V. AND NATURAL GAS UTILITY LINES ON FILE WITH APPROPRIATE UTILITY COMPANY. THE ACTUAL LOCATION OF THESE LINES WILL BE SHOWN ON AS-BUILT PLANS.
  - 4) SEE SHEET 43 FOR LOT AREA AND FINISH FLOOR ELEVATION AND SHEET 49 FOR POINT COORDINATE TABLE.
  - 5) DRIVEWAYS AND WALKS SERVING PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS ASBORNED TO THIS UNIT (NOT SHOWN HEREON). SEE ARTICLE IV OF THE MASTER DEED FOR DETAILED DESCRIPTION OF COMMON ELEMENTS.
  - 6) ALL LOTS AND COMMON AREAS INCLUDING OR SERVING OF NATURAL RESOURCES ARE SUBJECT TO PROVISIONS OF NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT (PACT 461 OF 1994).
  - 7) OPEN SPACE AREAS (SHOWN IN OTHER SHEETS ON SHEETS 2 AND 23 ONLY) ARE DESIGNATED AS GENERAL COMMON ELEMENT.



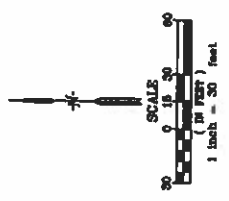
*Marjusz L. Lukonicz*  
 MARJUSZ L. LUKONICZ  
 PROFESSIONAL SURVEYOR No. 4001038118

JANUARY 7, 2022

(P-19) 267-6933  
 6050  
 LAND SURVEYOR  
 2125 PLESS DRIVE  
 BENTONVILLE, MISSOURI 64814



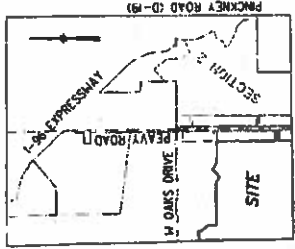
**DEVELOPER**  
 BLUE SOUTH BLUNDER, LLC  
 3000 TELEGRAPH ROAD, SUITE 200A  
 BIRMINGHAM, MICHIGAN 48025



- LEGEND**
- SANITARY MANHOLE
  - 8" DIA. SANITARY SEWER GRANTY (UNLESS OTHERWISE STATED)
  - SAW ARY SEWER LEAD
  - CATCH BASIN
  - STORM SEWER MANHOLE
  - STORM CONTROL STRUCTURE
  - FLARED END SECTION
  - 12" STORM DRAIN PIPE (UNLESS OTHERWISE STATED)
  - FIRE HYDRANT
  - WATER SHUT OFF
  - WATER VALVE
  - 8" DIA. WATER MAIN (UNLESS OTHERWISE STATED)
  - WATER SERVICE TIE-AD
  - BITUMINOUS SURFACE ROAD 1/2" CONCRETE CURB (TYP.)
  - CONDOMINIUM BOUNDARY LINE
  - COORDINATE POINT

GENERAL COMMON ELEMENT  
 PARTS OF OWNERSHIP - UNIT BOUNDARY

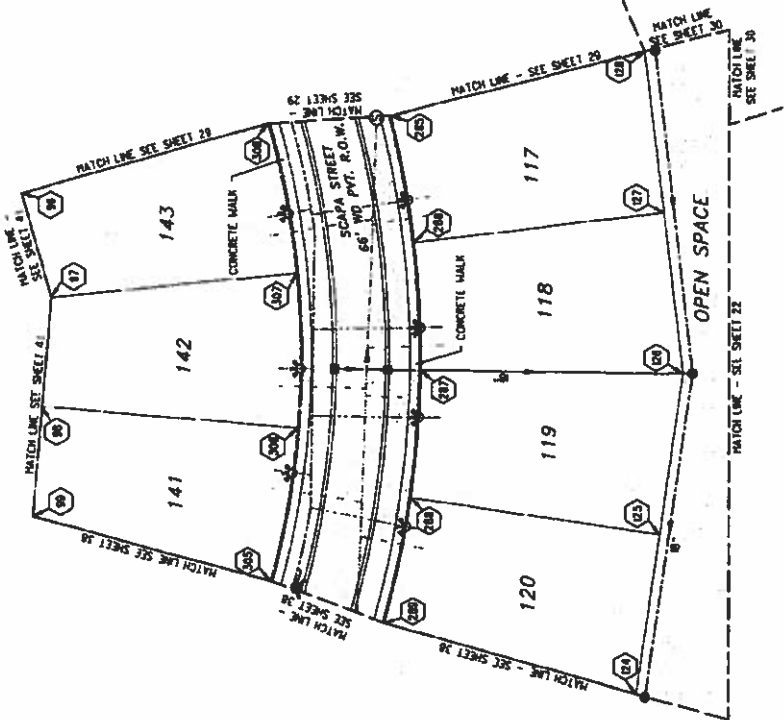
Exhibit "g" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Merion Township, Livingston County, Michigan  
**Site & Utility Plan**



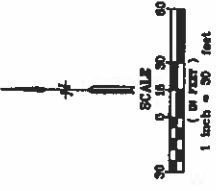
- NOTES**
- 1) ALL ROADS, SANITARY SEWERS, WATER MAINS AND STORM SEWERS MUST BE BUILT.
  - 2) ROAD, SANITARY SEWERS, WATER MAINS AND STORM SEWERS PER PLANS PREPARED BY DESINE INC. ON FILE WITH MARION TOWNSHIP.
  - 3) LOCATION OF ELECTRIC, TELEPHONE, CABLE T.V. AND NATURAL GAS UTILITY LINES ON FILE WITH APPROPRIATE UTILITY COMPANY. THE ACTUAL LOCATION OF THESE LINES WILL BE SHOWN ON AS-BUILT PLANS.
  - 4) SEE SHEET 42 FOR UNIT AREA AND FINISH FLOOR ELEVATION AND SHEET 43 FOR POINT COORDINATE TABLE.
  - 5) DRIVEWAYS AND WALLS SERVING PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS ASSIGNED TO THIS UNIT (NOT SHOWN HEREON). SEE ARTICLE IV OF MASTER DEED FOR DETAILED DESCRIPTION OF COMMON ELEMENTS.
  - 6) ALL UNITS AND COMMON AREAS INCLUDING OR BORDERING OR WETLAND AREAS ARE SUBJECT TO PROVISIONS OF "NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT" (ACT 401 OF 1984). THESE AREAS (SHOWN IN THEIR ENTIRETY ON SHEETS 2 AND 3 ONLY) ARE DESIGNATED AS GENERAL COMMON ELEMENT.



*Mariusz L. Lukowicz*  
 MARIUSZ L. LUKOWICZ  
 PROFESSIONAL SURVEYOR No. 4001038119  
 JANUARY 7, 2022  
 PROPOSED DATED  
 JOB No. 1-11-02-202825  
 2420 PLEASANT DRIVE  
 BRIGHTON, MICHIGAN 48114



**DEVELOPER**  
 BLUE SOUTH SUNSHINE, LLC  
 3240 TELEGRAPH ROAD, SUITE 200A  
 BRIGHTON, MICHIGAN 48103

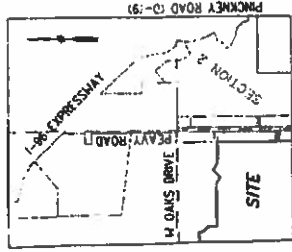


- LEGEND**
- 8" DIA. SANITARY SEWER GRABY (UNLESS OTHERWISE STATED)
  - 8" DIA. WATER MAIN (UNLESS OTHERWISE STATED)
  - 8" DIA. WATER MAIN (UNLESS OTHERWISE STATED)
  - WATER SERVICE LEAD
  - BUTTWELD SURFACE ROAD 1/2" CONCRETE CURB (TYP)
  - EROSION/BANK BOUNDARY LINE
  - COORDINATE POINT
  - SANITARY MANHOLE
  - 8" DIA. SANITARY SEWER GRABY (UNLESS OTHERWISE STATED)
  - SANITARY SEWER LEAD
  - CATCH BASIN
  - STORM SEWER MANHOLE
  - STORM CONTROL STRUCTURE
  - FLARED END SECTION
  - 12" STORM DRAIN PIPE (UNLESS OTHERWISE STATED)
  - FIRE TIGHT
  - WATER SHUT OFF
  - WATER VALVE
  - 8" DIA. WATER MAIN (UNLESS OTHERWISE STATED)
  - WATER SERVICE LEAD
  - BUTTWELD SURFACE ROAD 1/2" CONCRETE CURB (TYP)
  - EROSION/BANK BOUNDARY LINE
  - COORDINATE POINT

GENERAL COMMON ELEMENT  
 LIMITS OF OWNERSHIP - UNIT BOUNDARY



Exhibit "B" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marlon Township, Livingston County, Michigan  
**Site & Utility Plan**



Location Map  
 Not To Scale

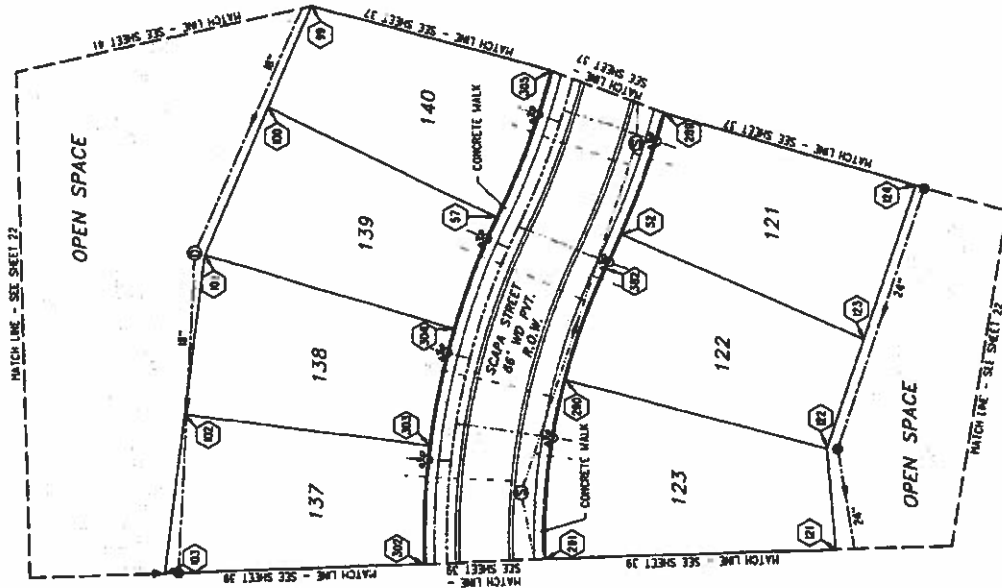
- NOTES**
- 1) ALL ROADS, SANITARY SEWERS, WATER MAINS AND STORM SEWERS MUST BE BUILT.
  - 2) 18" DIA. SANITARY SEWER, WATER MAINS AND STORM SEWERS PER PLANS PREPARED BY DESRINE INC. ON FILE WITH MARION TOWNSHIP.
  - 3) LOCATION OF ELECTRIC, TELEPHONE, CABLE TV, AND NATURAL GAS UTILITY LINES ON FILE WITH APPROPRIATE UTILITY COMPANY. THE ACTUAL LOCATION OF THESE UTILITIES WILL BE SHOWN ON AS-BUILT PLANS.
  - 4) SEE SHEETS 38 FOR LOT AREA AND FINISH FLOOR ELEVATION AND SHEET 39 FOR POINT COORDINATE TABLE.
  - 5) DRIVEWAYS AND WALLS BENEATHING PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS SUBJECT TO THIS LIMIT (NOT SHOWN HEREIN). SEE ARTICLE 14 OF MASTER DEED FOR DETAILED DESCRIPTION OF COMMON ELEMENTS.
  - 6) ALL UNITS AND COMMON AREAS INCLUDING OR BORDERING ON WETLAND AREAS ARE SUBJECT TO PROVISIONS OF "NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT" (ACT 451 OF 1984).
  - 7) OPEN SPACE AREAS (SHOWN IN THEIR ENTIRETY ON SHEETS 2 AND 22 ONLY) ARE DESIGNATED AS GENERAL COMMON ELEMENT.



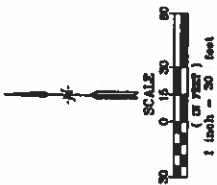
*Maruise L. Lukowicz*  
 MARUISE L. LUKOWICZ  
 PROFESSIONAL SURVEYOR No. 4001038119

JANUARY 7, 2022  
 PROPOSED DATED  
 JOB No. 1-11-02-203925  
 TMI PLC - SITE/UTIL SHEET 38

(616) 287-8822  
 616-287-8823  
 616-287-8824  
 2125 PLEASANT DRIVE  
 BRIGHTON, MICHIGAN 48114



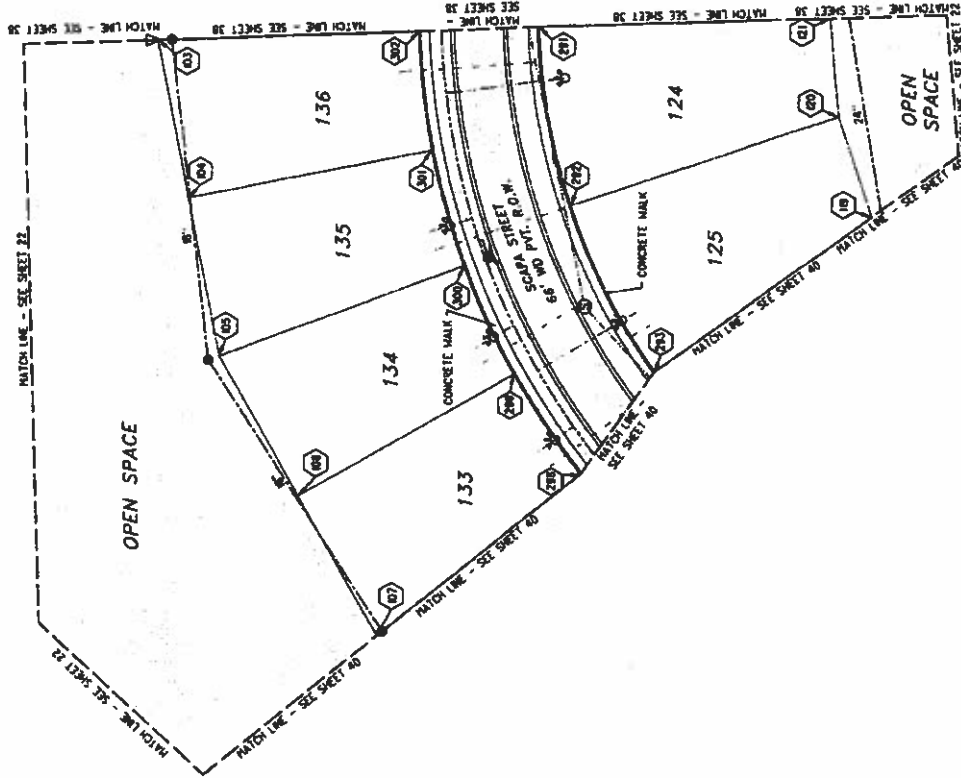
**DEVELOPER**  
 BLUE SOUTH SUBURBS LLC  
 3400 TELEGRAPH ROAD, SUITE 200A  
 BIRMINGHAM, MICHIGAN 48226



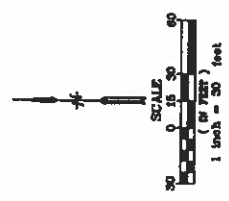
- LEGEND**
- SANITARY MANHOLE
  - 8" DIA. SANITARY SEWER GRAVITY (UNLESS OTHERWISE STATED)
  - SANITARY SEWER LEAD
  - CATCH BASIN
  - STORM SEWER MANHOLE
  - STORM CONTROL STRUCTURE
  - FLARED END SECTION
  - 2" STORM DRAIN PIPE (UNLESS OTHERWISE STATED)
  - FIRE HYDRANT
  - WATER SHUT OFF
  - WATER VALVE
  - 8" DIA. WATER MAIN (UNLESS OTHERWISE STATED)
  - WATER SERVICE LEAD
  - BITUMINOUS SURFACE ROAD W/CONCRETE CURB (TYP)
  - CONDOMINIUM BOUNDARY LINE
  - COORDINATE POINT



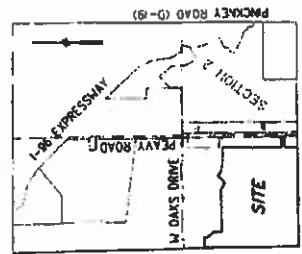
Exhibit "B" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marion Township, Livingston County, Michigan  
**Site & Utility Plan**



**DEVELOPER**  
 BLUE SOUTH BUILDINGS, LLC  
 2540 TELEGRAPH ROAD, SUITE 200A  
 BIRMINGHAM, MICHIGAN 48205



- LEGEND**
- SANITARY MANHOLE
  - 8" DIA. SANITARY SEWER GRAVITY (UNLESS OTHERWISE STATED)
  - SANITARY SEWER LEAD
  - CATCH BASIN
  - STORM SEWER MANHOLE
  - STORM CONTROL STRUCTURE
  - FLARED END SECTION
  - 12" STORM DRAIN PIPE (UNLESS OTHERWISE STATED)
  - FIRE HYDRANT
  - WATER SHUT OFF
  - WATER VALVE
  - 8" DIA. WATER MAIN (UNLESS OTHERWISE STATED)
  - WATER SERVICE LEAD
  - BITUMINOUS SURFACE ROAD
  - W/CONCRETE CURB (TYP)
  - COMMON BOUNDARY LINE
  - COORDINATE POINT
- GENERAL COMMON ELEMENT
- LIMITS OF OWNERSHIP - UNIT BOUNDARY



Location Map  
 Not To Scale

- NOTES**
- 1) ALL ROADS, SANITARY SEWERS, WATER MAINS AND STORM SEWERS MUST BE BUILT.
  - 2) ROADS, SANITARY SEWERS, WATER MAINS AND STORM SEWERS PER PLANS PREPARED BY DEBNE INC. ON FILE WITH MARION TOWNSHIP.
  - 3) LOCATION OF ELECTRIC, TELEPHONE, CABLE T.V. AND NATURAL GAS UTILITY LINES ON FILE WITH APPROPRIATE UTILITY COMPANY. THE ACTUAL LOCATION OF THESE LINES WILL BE SHOWN ON AS-BUILT PLANS.
  - 4) SEE SHEET 42 FOR UNIT AREA AND FINISH FLOOR ELEVATION AND SHEET 43 FOR POINT COORDINATE TABLE.
  - 5) DRIVEWAYS AND WALKS SERVING PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS ASSIGNED TO THIS UNIT (NOT SHOWN HEREON). SEE ARTICLE IV OF MASTER DEED FOR DETAILED DESCRIPTION OF COMMON ELEMENTS.
  - 6) ALL UNITS AND COMMON AREAS INCLUDING OR ADJOINING ON WETLAND AREAS ARE SUBJECT TO PROVISIONS OF NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT (ACT 487 OF 1994).
  - 7) OPEN SPACE AREAS (SHOWN IN THEIR ENTIRETY ON SHEETS 12 AND 22 ONLY) ARE DESIGNATED AS GENERAL COMMON ELEMENT.

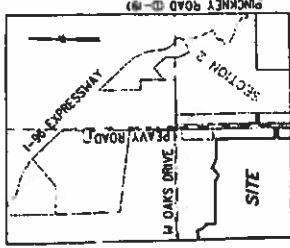


Mariusz L. Lukowicz  
 PROFESSIONAL SURVEYOR No. 4801038119

JANUARY 7, 2022  
 PROPOSED DATED  
 JOB No. 1-11-02-203825  
 TAM PLC - SITE/UTIL SHEET 39

(616) 227-6828  
 2113 PLEASANT DRIVE  
 BIRMINGHAM, MICHIGAN 48214

Exhibit "B" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marion Township, Livingston County, Michigan  
**Site & Utility Plan**



Location Map  
 Not To Scale

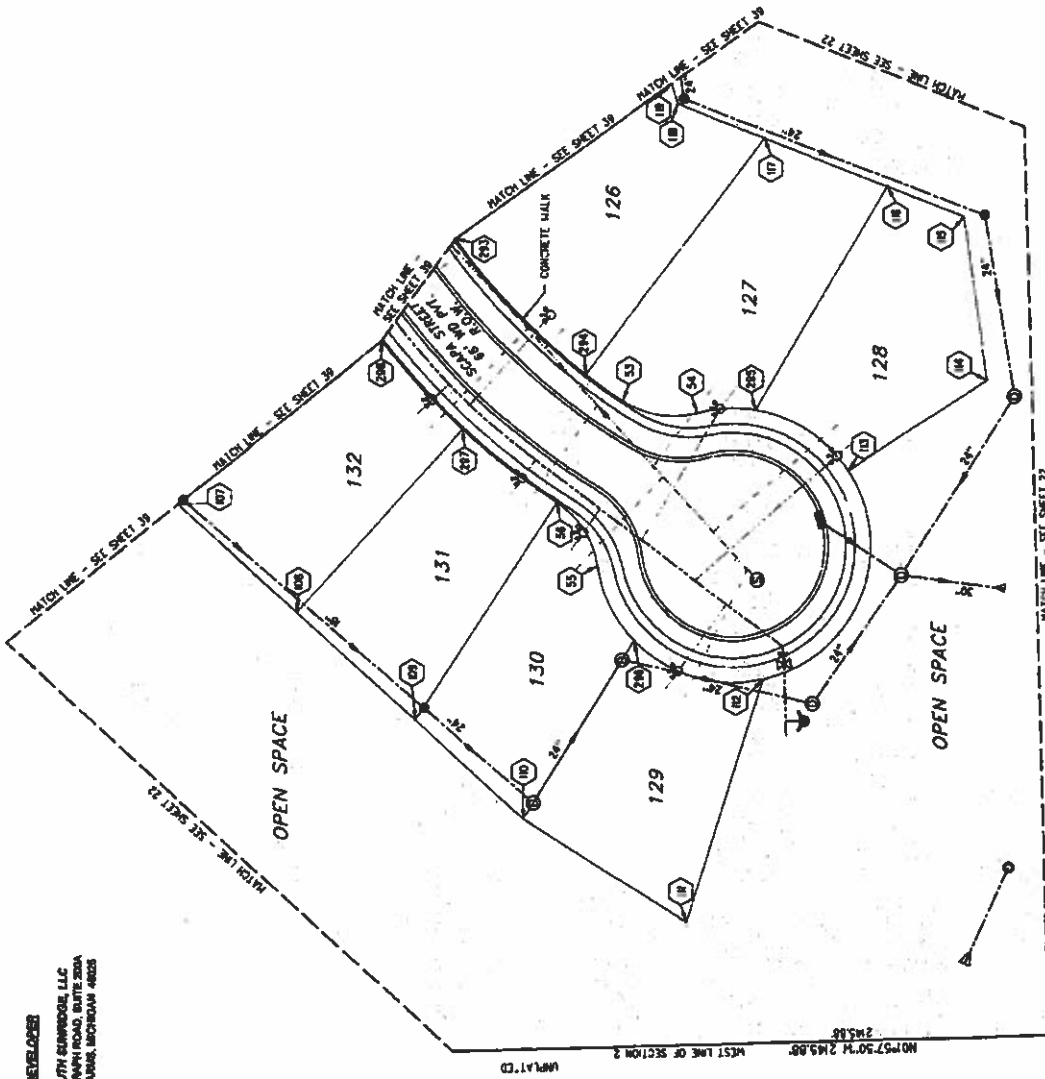
- NOTES**
- 1) ALL ROADS, SANITARY SEWERS, WATER MAINS AND STORM SEWERS MUST BE BUILT.
  - 2) ROADS, SANITARY SEWERS, WATER MAINS AND STORM SEWERS PER PLANS PREPARED BY DESIRE INC. ON FILE WITH MARION TOWNSHIP.
  - 3) LOCATION OF ELECTRIC, TELEPHONE, CABLE T.V. AND NATURAL GAS UTILITY LINES ON FILE WITH APPROPRIATE UTILITY COMPANY. THE ACTUAL LOCATION OF THESE LINES WILL BE SHOWN ON AS-BUILT PLANS.
  - 4) SEE SHEET 43 FOR UNIT AREA AND FINISH FLOOR ELEVATION AND SHEET 43 FOR POINT COORDINATE TABLE.
  - 5) DRIVEWAYS AND WALKS SERVING PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS ASSIGNED TO THIS UNIT (NOT SHOWN HEREON). SEE ARTICLE IV OF MASTER DEED FOR DETAILED DESCRIPTION OF COMMON ELEMENTS.
  - 6) ALL UNITS AND COMMON AREAS INCLUDING OR BORDERING OR WETLAND AREAS ARE SUBJECT TO PROVISIONS OF "NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT" (ACT 451 OF 1994).
  - 7) OPEN SPACE AREAS (SHOWN IN THEIR ENTIRETY ON SHEETS 2 AND 22 ONLY) ARE DESIGNATED AS GENERAL COMMON ELEMENT.



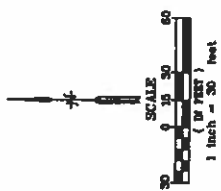
*Mariusz Lukowicz*  
 MARIUSZ L. LUKOWICZ  
 PROFESSIONAL SURVEYOR NO. 4001038119

JANUARY 7, 2022  
 PROPOSED DATED  
 JOB No. 1-11-02-203925  
 TAM PL C - SITE/UTIL SHEET 40

(616) 287-8833  
 CIVIL ENGINEERING  
 2183 PULASKI DRIVE  
 BLOOMINGTON, MICHIGAN 48114



**DEVELOPER**  
 BLUE SOUTH SUBURBIA, LLC  
 2500 TELEGRAPH ROAD, SUITE 200A  
 BIRCHAM PARK, MICHIGAN 48305

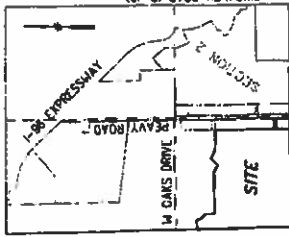


- LEGEND**
- 5" - SANITARY MANHOLE
  - 8" DIA SANITARY SEWER GRAVITY (UNLESS OTHERWISE STATED)
  - SANITARY SEWER LEAD
  - CATCH BASIN
  - STORM SEWER MANHOLE
  - STORM CONTROL STRUCTURE
  - FLARED END SECTION
  - 12" STORM DRAIN PIPE (UNLESS OTHERWISE STATED)
  - FIRE HYDRANT
  - WATER SHUT OFF
  - WATER VALVE
  - 8" DIA WATER MAIN (UNLESS OTHERWISE STATED)
  - WATER SERVICE LEAD
  - BILUMINOUS SURFACE ROAD
  - 1/4" CONCRETE CURB (TYP)
  - COMMONER BOUNDARY LINE
  - COORDINATE POINT

GENERAL COMMON ELEMENT  
 LIMITS OF OWNERSHIP - UNIT BOUNDARY

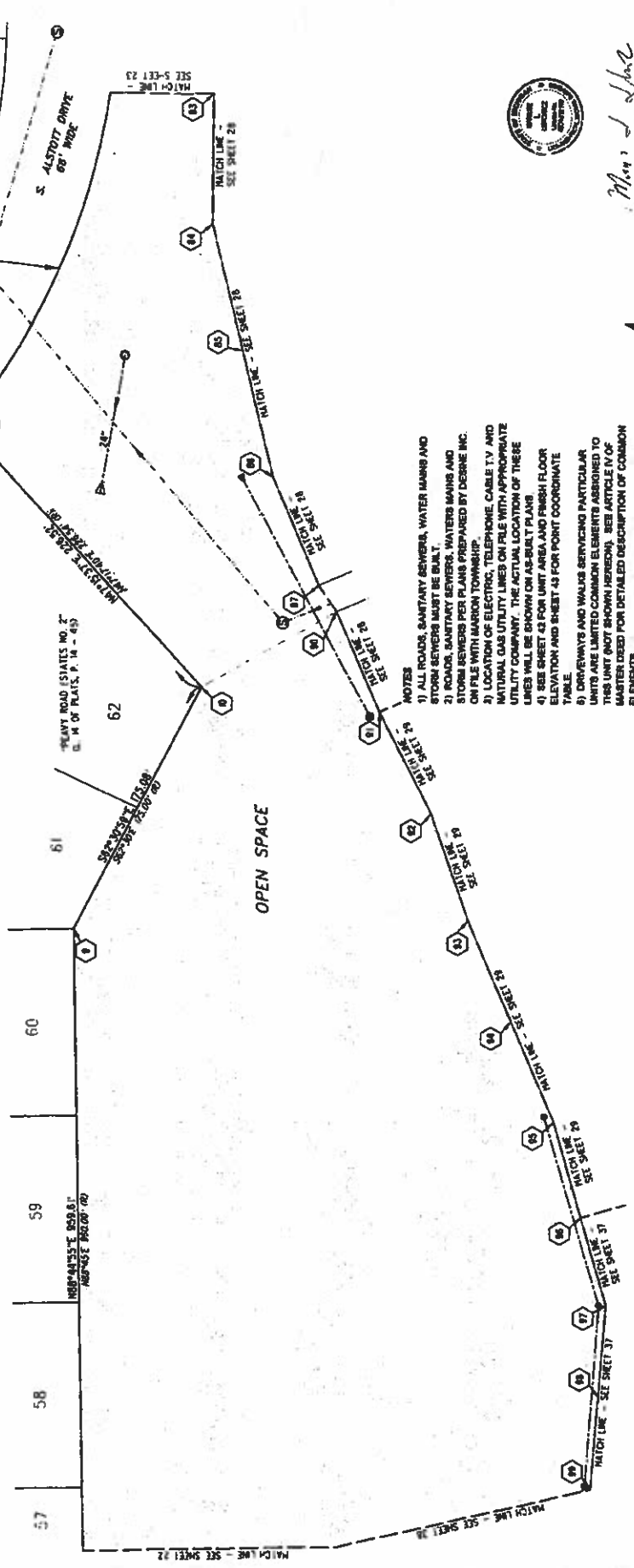
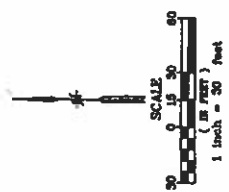
Exhibit "B" to the Master Deed of  
**Tamarack Place**  
 A Part of the Southwest 1/4 of Section 2  
 Town 2 North, Range 4 East  
 Marion Township, Livingston County, Michigan  
**Site & Utility Plan**

ARC = 307.12'  
 206.94' (R)  
 RADIUS = 238.33'  
 A = 109°08'40"  
 CHORD = 497.75' (R)  
 57°42'41"  
 57°42'41" (R)  
 300.87'  
 300.77' (R)



**DEVELOPER**  
 BLUE MOONITY SUBURBIA, LLC  
 3400 TELEGRAPH ROAD, SUITE 200A  
 BIRMINGHAM, MICHIGAN 38205

- LEGEND**
- = SANITARY MANHOLE
  - = 18" DIA. SANITARY SEWER GRAVITY (UNLESS OTHERWISE STATED)
  - = CATCH BASIN
  - = STORM SEWER MANHOLE
  - = STORM CONTROL STRUCTURE
  - = FLARED END SECTION
  - = 12" STORM DRAIN PIPE (UNLESS OTHERWISE STATED)
  - = CONDOMINIUM BOUNDARY LINE
  - = COORDINATE POINT
  - = GENERAL COMMON ELEMENT
  - = LIMITS OF OWNERSHIP - UNIT BOUNDARY



- NOTES**
- 1) ALL ROADS, SANITARY SEWERS, WATER MAINS AND STORM SEWERS MUST BE BUILT TO THE STANDARDS SET FORTH IN THE SPECIFICATIONS PREPARED BY DERRIE INC. ON FILE WITH MARION TOWNSHIP.
  - 2) LOCATION OF ELECTRIC, TELEPHONE, CABLE TV AND NATURAL GAS UTILITY LINES ON FILE WITH APPROPRIATE UTILITY COMPANY. THE ACTUAL LOCATION OF THESE LINES WILL BE SHOWN ON AS-BUILT PLANS.
  - 3) SEE SHEET 43 FOR UNIT AREA AND FINISH FLOOR ELEVATION AND SHEET 43 FOR POINT COORDINATE TABLE.
  - 4) DRIVEWAYS AND WALKS SERVICING PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS ASSIGNED TO THIS UNIT (NOT SHOWN HEREON). SEE ARTICLE IV OF MASTER DEED FOR DETAILED DESCRIPTION OF COMMON ELEMENTS.
  - 5) ALL UNITS AND COMMON AREAS INCLUDING OR BORROWING ON WETLAND AREAS ARE SUBJECT TO PROVISIONS OF "NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT" (ACT 481 OF 1994).
  - 6) OPEN SPACE AREAS (SHOWN IN THEIR ENTIRETY ON SHEETS 3 AND 22 ONLY) ARE DESIGNATED AS GENERAL COMMON ELEMENT.



*Mariusz L. Lukowicz*  
 MARIUSZ L. LUKOWICZ  
 PROFESSIONAL SURVEYOR No. 4001038118  
 JANUARY 7, 2022  
 PROPOSED DATED  
 JOB No. 1-11-02-203925  
 TAMI PLLC - SITE/UTIL SHEET 4

(313) 227-6823  
 27823 PLEAS DRIVE  
 LANSING, MICHIGAN 48214

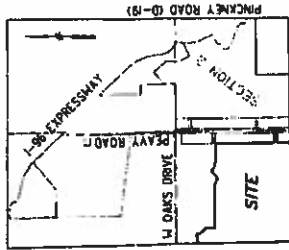
Exhibit "B" to the Master Deed of  
**Tamarack Place**

A Part of the Southwest 1/4 of Section 2  
Town 2 North, Range 4 East  
Marion Township, Livingston County, Michigan

**DEVELOPER**

BLUE SOUTH SURRODGE, LLC  
2800 TELEGRAPH ROAD, SUITE 200A  
BIRMINGHAM, MISSISSIPPI 38202

**Unit Area / Finish Floor Elevation Table**



Location Map  
Not To Scale

UNIT NO.	UNIT SQUARE FOOTAGE	FINISH FLOOR ELEVATION	UNIT SQUARE FOOTAGE	FINISH FLOOR ELEVATION	UNIT SQUARE FOOTAGE	FINISH FLOOR ELEVATION	UNIT SQUARE FOOTAGE	FINISH FLOOR ELEVATION
1	11,004	910.5	12,350	910.0	10,071	910.4	8,648	917.2
2	10,071	910.0	10,571	910.4	10,571	910.4	10,726	920.0
3	8,450	910.7	11,247	911.9	10,096	912.7	11,411	921.6
4	8,450	911.3	10,096	912.7	11,471	922.2	11,071	923.6
5	8,450	912.0	10,135	914.2	11,408	923.9	11,471	924.8
6	8,450	911.4	10,135	914.2	11,436	923.9	11,436	923.9
7	8,450	911.4	10,135	914.2	11,436	923.9	11,436	923.9
8	8,450	911.4	10,135	914.2	11,436	923.9	11,436	923.9
9	8,450	911.4	10,135	914.2	11,436	923.9	11,436	923.9
10	8,450	912.0	10,135	914.2	11,436	923.9	11,436	923.9
11	8,450	912.8	10,135	914.2	11,436	923.9	11,436	923.9
12	8,450	913.4	10,135	914.2	11,436	923.9	11,436	923.9
13	8,450	914.2	10,135	914.2	11,436	923.9	11,436	923.9
14	8,450	914.9	10,135	914.2	11,436	923.9	11,436	923.9
15	8,450	915.7	10,135	914.2	11,436	923.9	11,436	923.9
16	8,450	916.5	10,135	914.2	11,436	923.9	11,436	923.9
17	8,450	917.3	10,135	914.2	11,436	923.9	11,436	923.9
18	8,450	918.1	10,135	914.2	11,436	923.9	11,436	923.9
19	8,450	918.9	10,135	914.2	11,436	923.9	11,436	923.9
20	8,450	919.7	10,135	914.2	11,436	923.9	11,436	923.9
21	8,450	920.5	10,135	914.2	11,436	923.9	11,436	923.9
22	8,450	921.3	10,135	914.2	11,436	923.9	11,436	923.9
23	8,450	922.1	10,135	914.2	11,436	923.9	11,436	923.9
24	8,450	922.9	10,135	914.2	11,436	923.9	11,436	923.9
25	8,450	923.7	10,135	914.2	11,436	923.9	11,436	923.9
26	8,450	924.5	10,135	914.2	11,436	923.9	11,436	923.9
27	8,450	925.3	10,135	914.2	11,436	923.9	11,436	923.9
28	8,450	926.1	10,135	914.2	11,436	923.9	11,436	923.9
29	8,450	926.9	10,135	914.2	11,436	923.9	11,436	923.9
30	8,450	927.7	10,135	914.2	11,436	923.9	11,436	923.9
31	8,450	928.5	10,135	914.2	11,436	923.9	11,436	923.9
32	8,450	929.3	10,135	914.2	11,436	923.9	11,436	923.9
33	8,450	930.1	10,135	914.2	11,436	923.9	11,436	923.9
34	8,450	930.9	10,135	914.2	11,436	923.9	11,436	923.9
35	8,450	931.7	10,135	914.2	11,436	923.9	11,436	923.9
36	8,450	932.5	10,135	914.2	11,436	923.9	11,436	923.9
37	8,450	933.3	10,135	914.2	11,436	923.9	11,436	923.9
38	8,450	934.1	10,135	914.2	11,436	923.9	11,436	923.9
39	8,450	934.9	10,135	914.2	11,436	923.9	11,436	923.9
40	8,450	935.7	10,135	914.2	11,436	923.9	11,436	923.9
41	8,450	936.5	10,135	914.2	11,436	923.9	11,436	923.9
42	8,450	937.3	10,135	914.2	11,436	923.9	11,436	923.9
43	8,450	938.1	10,135	914.2	11,436	923.9	11,436	923.9
44	8,450	938.9	10,135	914.2	11,436	923.9	11,436	923.9
45	8,450	939.7	10,135	914.2	11,436	923.9	11,436	923.9
46	8,450	940.5	10,135	914.2	11,436	923.9	11,436	923.9
47	8,450	941.3	10,135	914.2	11,436	923.9	11,436	923.9
48	8,450	942.1	10,135	914.2	11,436	923.9	11,436	923.9

CHURVE TABLE	BEARINGS	RADIUS	LENGTH	DISTANCE
1	N89°00'00"W	30.00'	1.712	42.43'
2	S89°00'00"W	30.00'	1.712	42.43'
3	S89°00'00"W	30.00'	1.712	42.43'
4	S89°00'00"W	30.00'	1.712	42.43'
5	S89°00'00"W	30.00'	1.712	42.43'
6	S89°00'00"W	30.00'	1.712	42.43'
7	S89°00'00"W	30.00'	1.712	42.43'
8	S89°00'00"W	30.00'	1.712	42.43'
9	S89°00'00"W	30.00'	1.712	42.43'
10	S89°00'00"W	30.00'	1.712	42.43'
11	S89°00'00"W	30.00'	1.712	42.43'
12	S89°00'00"W	30.00'	1.712	42.43'
13	S89°00'00"W	30.00'	1.712	42.43'
14	S89°00'00"W	30.00'	1.712	42.43'
15	S89°00'00"W	30.00'	1.712	42.43'
16	S89°00'00"W	30.00'	1.712	42.43'
17	S89°00'00"W	30.00'	1.712	42.43'
18	S89°00'00"W	30.00'	1.712	42.43'
19	S89°00'00"W	30.00'	1.712	42.43'
20	S89°00'00"W	30.00'	1.712	42.43'
21	S89°00'00"W	30.00'	1.712	42.43'
22	S89°00'00"W	30.00'	1.712	42.43'
23	S89°00'00"W	30.00'	1.712	42.43'
24	S89°00'00"W	30.00'	1.712	42.43'
25	S89°00'00"W	30.00'	1.712	42.43'
26	S89°00'00"W	30.00'	1.712	42.43'
27	S89°00'00"W	30.00'	1.712	42.43'
28	S89°00'00"W	30.00'	1.712	42.43'
29	S89°00'00"W	30.00'	1.712	42.43'
30	S89°00'00"W	30.00'	1.712	42.43'
31	S89°00'00"W	30.00'	1.712	42.43'
32	S89°00'00"W	30.00'	1.712	42.43'
33	S89°00'00"W	30.00'	1.712	42.43'
34	S89°00'00"W	30.00'	1.712	42.43'
35	S89°00'00"W	30.00'	1.712	42.43'
36	S89°00'00"W	30.00'	1.712	42.43'
37	S89°00'00"W	30.00'	1.712	42.43'
38	S89°00'00"W	30.00'	1.712	42.43'
39	S89°00'00"W	30.00'	1.712	42.43'
40	S89°00'00"W	30.00'	1.712	42.43'



Marjorie L. Lukowicz  
PROFESSIONAL SURVEYOR No. 4001038119

JANUARY 7, 2022  
PROPOSED DATED  
JOB No. 1-11-22-203925  
TAM P.L.C. - TABLE SHEET 42

1916 SPT-053  
CIVIL ENGINEERS  
LEAD SURVEYORS  
2100 PALMS DRIVE  
BROOKSTON, MICHIGAN 49314

