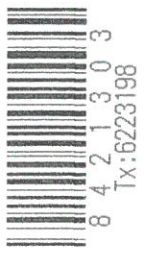


19



2018R-027163
RECORDED ON
10/09/2018 03:42:37 PM
BRANDON DENBY
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI 48843
RECORDING: 26.00
REMON: 4.00
PAGES: 19

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,
AND RESTRICTIONS FOR THE MARION OAKS COMMUNITY**

This Declaration of Covenants, Conditions, Easements, and Restrictions ("Declaration") is made as of this 8th day of October, 2018, by MARION OAKS DEVELOPMENT, LLC, a Michigan limited liability company, whose address is 1295 Maxfield Road, Brighton, Michigan 48114 ("Developer," which term shall include Developer's successors and assigns), as the owner of the land that is subject to the terms hereof.

RECITALS:

A. As of the date hereof, Developer is the owner and developer of Marion Oaks, a development to consist of three separate condominium projects with shared common facilities located in the Township of Marion, County of Livingston, State of Michigan, the land of which is legally described in the Exhibit A attached hereto (the "Development"). Marion Oaks consists of three residential components: (A) The Dells of Marion Oaks (the "Dells"), a 118 unit, single family site condominium established in accordance with the Michigan Condominium Act, Act 59 of the Public Acts of Michigan of 1978, as amended (the "Act"); (B) The Highlands of Marion Oaks (the "Highlands"), a 150 unit, single family site condominium established in accordance with the Act; and (C) The Links of Marion Oaks (the "Links"), a 192 unit attached condominium development to be comprised of 72 buildings (either 2-, 3-, or 4-plex buildings) established in accordance with the Act. The Dells, Highlands, and Links are collectively referred to herein as the "Condominiums," and all references to units shall refer to units in one of the three Condominiums in the Development. In addition to the covenants, conditions, easements, and restrictions established and reserved herein, the Development is subject to a certain Consent Judgment dated May 31, 2007, and recorded in the Livingston County Register of Deeds, Document No. 2007R-019945 (the "Consent Judgment").

B. The common affairs of the Development shall be administered by the Marion Oaks Development Association (the "Project Association"), a Michigan non-profit corporation organized for that specific purpose. While the Development is not itself a condominium project, since the Project Association will be the association governing the Condominiums' affairs as provided for in the Act, it shall comply with requirements for a condominium association under the Act for the Development, including the transition and control rules. All affairs for the Highlands and the Dells will be managed by the Project Association, and all units in the Links will also be members of and subject to the Project Association for the common Development matters that will be administered by the Project Association. In addition, the separate limited and common elements of the Links that are exclusive to that component shall be administered by the Marion

10-09-18P12:36 RCVD

Oaks Links Condominium Association (the "Links Association"), a Michigan non-profit corporation organized for that specific purpose in compliance with the Condominium Act. The Project Association and the Links Association are collectively referred to herein as the "Associations." Part of the purpose of this Declaration is to declare and establish the rights and responsibilities of the Project Association and its members.

C. The Development will contain certain improvements that are to be used and enjoyed in common by all of the owners and occupants of units established in the Dells, the Highlands, and the Links, as described in the respective Master Deeds of the Condominiums and as further provided herein, including but not limited to roads, drainage systems, utilities, and recreational facilities, as described in the Consent Judgment (the "Project Shared Elements"). The Project Association will have legal title to the real property underlying these Project Shared Elements, and part of the purpose of this Declaration is to declare and establish easements over the real property underlying the Project Shared Elements for the owners of units within the Condominiums to use and otherwise benefit from the Shared Elements.

D. Developer, as the present owner of the land included in the Development, now desires to confirm and provide such easements and provisions as may be necessary and reasonable for the common use, enjoyment, and operation of the above-referenced Project Shared Elements in compliance with the applicable provisions of the Act, the administrative rules adopted by the State of Michigan pursuant to the Act, and the applicable requirements and conditions of approval imposed by Marion Township with respect to the development of the Development.

NOW, THEREFORE, Developer, hereby declares the following covenants, conditions, restrictions, easements, and maintenance and assessment obligations, all of which shall be perpetual and shall run with the land described in the attached Exhibit A.

1. **Shared Elements of the Development.** The Project Shared Elements of the Development, which all owners of units within the Development and their respective guests, tenants, and family members shall have the right to use and enjoy in accordance with such limitations, rules, or regulations as may be imposed by the Project Association upon such use and enjoyment and in accordance with this Declaration, shall include the following, which are further depicted on the attached Exhibit B:

(a) The recreational component of the Development, as described in the Consent Judgment, which consists of a clubhouse, a pool, a playground, two (2) youth soccer fields, a little league baseball field, and a parking lot (the "Recreational Amenities");

(b) All roadways and emergency access drives throughout the Development; all easement interests appurtenant to the Development, including, but not limited to, easements for ingress, egress, and utility installation over, across, and through non-Development property or individual units; and the lawns, trees, shrubs, and other improvements not located within the boundaries of a unit or otherwise mandated by the Township;

(c) The electrical transmission mains and wiring throughout the Development up to the point of lateral connection for unit service, which is located at the boundary of a condominium

unit, together with common lighting for the Development, if any, installed by the Developer or Project Association in its/their sole discretion;

(d) The telephone system throughout the Development up to the ancillary connection for unit service, which is located at the boundary of a unit.

(e) The gas distribution system throughout the Development, if and when it may be installed, up to the point of lateral connection for unit service, which is located at the boundary of the unit, but excluding the gas meter for a unit.

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

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

(h) All landscaping, sprinkler systems, berms, trees, plantings, and signage for the Development, Walkways, and other structures and improvements, if any, located within the land owned by the Project Association and/or located within any road rights-of-way throughout the Development, and the specific signage for each Condominium placed at the entrance to each Condominium.

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

(j) The sanitary sewer system throughout the Development will be dedicated to the Township, and the water system throughout the Development will be dedicated to the Marion-Howell-Oceola-Genoa Water Authority ("MHOG").

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

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

(m) All mailboxes or mailbox systems, if any, installed by the unit owner to which the mailbox is appurtenant to.

(n) Such other elements of the Development not designated in this Section as Project Shared Elements that are not enclosed within the boundaries of a unit and that are intended for common use or are necessary for the existence, upkeep, or safety of unit owners of the Development.

2. **Responsibilities and General Terms Regarding the Project Association.** The respective responsibilities for the installations within and the maintenance, decoration, repair,

replacement, renovation, and restoration of the Development and the Project Shared Elements are as follows:

(a) It is anticipated that various improvements and structures may be constructed within the units and may extend into the Limited common element, as defined in the Master Deeds for the Condominiums, appurtenant to the unit, which improvements and structures (collectively, "Appurtenances") may include, among other items, a driveway, lawn, berms, trees, plantings, and other landscaping. The Project Association, acting through its Board of Directors, may undertake regularly recurring, reasonably uniform, periodic maintenance, repair, renovation, restoration, and/or replacement functions with respect to certain items within the Development, whether within a unit or a limited common element, that affect or are of a benefit to all members, as it may deem appropriate, including as an example, without limitation, lawn care, landscaping maintenance, and snow removal from driveways. Nothing contained herein, however, shall require the Project Association to undertake such responsibilities. Any such additional responsibilities undertaken by the Project Association shall be charged to any affected owner of a unit on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Project Association's Bylaws. The Developer, in the initial maintenance budget for the Project Association, shall be entitled to determine the nature and extent of such services, and reasonable rules and regulations may be promulgated in connection therewith. The Project Association, acting through its Board of Directors, may also (but has no obligation to) undertake any maintenance, repair, renovation, restoration, or replacement obligation of the owner of a unit with respect to said unit, and the dwelling, Appurtenances, and other Limited common elements associated therewith, to the extent that said owner has not performed such obligation, and the cost thereof shall be assessed against said owner. The Project Association in such case shall not be responsible for any damage thereto arising as a result of the Project Association performing said owner's unperformed obligations.

(b) The Developer and/or the Project Association may, but is/are not required to, install illuminating fixtures within the Development and to designate the same as common lighting, as provided in Section 1(c), above. Some of the common lighting may be installed within the Project Shared Elements or may be located within a Limited common element (as defined in the Master Deeds of the Condominiums). The cost of electricity for common lighting located within any unit may be metered by the individual electric meter of the owner to whose unit the same is appurtenant and shall be paid by such individual owner without reimbursement therefore from the Project Association. Said fixtures shall be maintained, repaired, renovated, restored, and replaced and light bulbs furnished by the Project Association. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Project Association, in its discretion. No owner shall modify or change such fixtures in any way nor cause the electrical flow for their operation to be interrupted at any time. If the fixtures operate on photo electric cells, the timers for such cells shall be set by and at the discretion of the Project Association, and shall remain lit at all times determined by the Project Association.

(c) Developer shall not be required to and each unit owner shall install such mailbox system as Developer and/or the Project Association may elect or as may be required to be installed by a public authority or service agency having jurisdiction and, to that end, Developer and/or the Project Association may elect to require an individual mailbox system or may consolidate or cluster the same in such manner as Developer and/or the Project Association may deem

appropriate. If the mailboxes are clustered or consolidated, the Developer or the Project Association may designate individual compartments in the clustering structure or structures as Limited common elements (as defined in the Master Deeds of the Condominiums) or may assign or reassign the same from time to time for use by the owners of units within the Development on an equitable basis without such designation. For purposes of clarification, any mailbox system shall be installed by each of the owners of units within the Development at such individual owner's personal expense and not at the expense of Developer.

(d) The costs of making installations in the Development and the costs and responsibility for the decorating, maintaining, repairing, renovating, restoring, and replacing of all Project Shared Elements and improvements and structures therein, including, but not limited to, any costs associated with the roadways and shared drives and the entry way landscaping and/or signage and sprinkler system serving the entry way area, shall be borne by the Project Association. In the event Developer incurs costs for the installation of something that is the responsibility of the Project Association or the Links Association, Developer may seek reimbursement from the Project Association or the Links Association, as the case may be, for such cost of installation. In addition, nothing contained within this Declaration shall prevent the Developer, and the Developer and the Project Association and/or the Links Association shall have the right to, enter into a loan agreement regarding the cost of installing the Project Shared Elements, and the payment plan contemplated in the loan agreement shall be a cost borne by the Project Association or Links Association, as the case may be, and its members. The costs described in this paragraph shall be shared on a pro rata basis by all owners of completed condominium units within the Development; unless, however, the need for maintenance, repair, or replacement is due to the act or neglect of an owner or his agent, guest, invitee, family member, or pet, for which such owner shall be wholly responsible. For purposes of this provision only, a unit shall be deemed to have been completed upon the issuance by Livingston County (or such other appropriate government agency) of a temporary or final certificate of occupancy with respect to the unit or the dwelling to be constructed thereon.

(e) By purchasing a unit within the Development, the owner of the unit agrees to become a member of the Project Association. The Project Association shall have the right to charge and collect the amount due and payable from all owners of units in the Development with respect to the Project Shared Elements. The Project Association shall have the right to record notices of lien against the units of owners that fail to pay amounts assessed with respect to the Project Shared Elements and to foreclose on those liens, all as provided in the Bylaws of the Project Association. There will be a total of 460 units in the Development and each unit shall be assigned one vote in the Project Association, and each unit shall bear an equal share (which, when all units are completed, will equal 1/460) of the expenses of the Project Association's administration and the construction, maintenance, repair, replacement, and/or restoration of the Project Shared Elements. Once all four hundred sixty (460) shares of the Project Association have been assigned to the various owners of units within the Development and Developer no longer holds any shares, Developer will be free of any and all liability related to the Development, to the maximum extent allowed by law, and the Project Association will assume all of the Developer's liability.

(f) The Project Association shall consist of and exist for the benefit of all persons who shall at any given time own units in the Development. The Project Association shall have no jurisdiction over the Developer or Developer's unsold units. The Developer shall not be required

to maintain undeveloped phases to the same standards as required by the Project Association for other units in the Development. The Developer shall be required to maintain all unsold units in the developed phases to the same standards as required by the Project Association for other units in the Development. The Project Association shall have the authority to establish rules, regulations, voting procedures, and policies for the betterment of the Development, including the authority to make and enforce regulations pertaining to the use and maintenance of the Project Shared Elements. Upon establishment of the Project Association, the Project Association shall have the authority to enforce building and use restrictions on the units that have been sold.

(g) The owners of each unit in the Development agree to pay a proportionate share of the taxes, maintenance, improvements, insurance, and other costs incurred against the Project Shared Elements. The initial amount due from each unit owner is Four Hundred Dollars (\$400.00) per year, and said amount may be increased or decreased by the Project Association. In addition, upon purchase of a unit, each owner shall pay a one-time initial capital contribution of Four Hundred Dollars (\$400.00). The Developer is not required to pay association dues for any unsold units. The association dues shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents and for the operation and maintenance of Project Shared Elements.

(h) The Project Association, acting through its Board of Directors, shall be responsible for adopting annual budgets for overseeing the operation, maintenance, decoration, repair, and replacement of the Project Shared Elements located within the Development and for adopting such rules and regulations as may be established for the use and enjoyment of the Development and the Project Shared Elements, with any such rule or regulation having equal application to all owners of units in the Development.

(i) The members, officers, and directors of the Project Association shall, to the maximum extent possible, cooperate in all matters related to the operation, maintenance, decoration, repair, replacement, and use of the Project Shared Elements. To the extent that a dispute arises between the members, officer, and/or directors of the Project Association; the members, officer, and/or directors of the Links Association; and/or the owner of a unit within the Development that cannot be amicably resolved, such dispute shall be submitted to binding arbitration, with the result of the arbitration being subject to enforcement in such court as may be appropriate. The arbitration shall be conducted by a single arbitrator who shall be an attorney experienced in condominium law and practicing in the Livingston County area. If the parties cannot agree upon an arbitrator, they may petition the circuit court in Livingston County for the appointment, which shall be binding upon the parties.

(j) It is intended that the Board of Directors of the Project Association may adopt rules and regulations from time to time to reflect the needs and desires of the majority of the unit owners in the Development. Reasonable regulations consistent with this Declaration, the Master Deeds, and the Bylaws concerning the use of the Project Shared Elements may be adopted and amended from time to time by any Board of Directors prior to the Transitional Control Date, as defined under the Act. Copies of all such rules, regulations, and amendments thereto shall be furnished to all unit owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each unit owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of greater than 50% of the unit owners of the Development, except that the unit owners may not revoke any regulation or amendment prior to

the First Annual Meeting of the Project Association. Any rules and regulations adopted by the Project Association shall not limit Developer's construction, sales, or rental activities. Notwithstanding the foregoing, any amendment to such rules and regulations that would be inconsistent with the Consent Judgment or the approved final site plan for the Development shall require the written approval of the Township.

(k) The Project Association and its duly authorized agents shall have access to each unit and other Appurtenances and improvements constructed on such unit and any other limited common elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the unit owner thereof, as may be necessary for the performance of the maintenance of the Project Shared Elements. In addition, the Project Association and its agents shall at all times, without notice, have access to each unit dwelling, Appurtenances, and other improvements constructed thereon, and any Limited common elements appurtenant thereto, as may be necessary to make emergency repairs to prevent damage to the Project Shared Elements or to another unit. What constitutes an emergency is to be determined by the Project Association, in its sole discretion. Each unit owner shall be obligated to provide the Project Association with a means of access to its unit, the dwelling, and Appurtenances and other improvements constructed on such unit, and any Limited common elements appurtenant thereto, during the unit owner's absence, and in the event such unit owner fails to provide a means of access thereto, the Project Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such unit owner for any necessary damage thereto or for the repair or replacement of any doors or windows damaged in gaining such access.

(l) The Project Association and its employees, agents, and contractors shall have a permanent, non-exclusive easement over and across the Project Shared Elements, for access thereto, for the purposes of and to the extent reasonably required for the operation, maintenance, decoration, repair, and replacement of the Project Shared Elements.

(m) Unless otherwise expressly provided for, any damage to any unit or the dwelling, Appurtenances, or other limited common elements associated therewith arising as a result of the Project Association undertaking its rights or responsibilities as set forth in this Section 2 shall be repaired at the Project Association's expense.

(n) The obligation of the Project Association for the maintenance and repair of the Project Shared Elements shall not be diminished or in any way altered by easements granted over such Project Shared Elements to the Township of Marion or any other party.

(o) The installation, maintenance, and replacement of all lawns, trees, shrubs, landscaping, berms, and plantings, whether mandated to be installed by the Township or not, shall be the responsibility of a unit owner if the same is located on said owner's unit or otherwise the responsibility of the Project Association. For clarification, Developer shall not be responsible for the installation, maintenance, and replacement of any lawns, trees, shrubs, landscaping, berms, and plantings unless otherwise expressly agreed to by the Developer in writing.

3. **Easements.**

(a) As alluded to above, the owners of units in the Development and their respective guests, tenants, and family members shall have permanent, non-exclusive easements over and

across and for the use and enjoyment of all Project Shared Elements of the Development, including, but not limited to, all public and private roads (both those owned by the Project Association and those that are general common elements, as defined by the Act, within the Condominiums) and walkways constructed and installed within the Development and the aforesaid Recreational Amenities, in accordance with such limitations, rules, or regulations as may be imposed by the Project Association upon such use and enjoyment, in accordance with this Declaration.

(b) In the event any portion of a unit (or dwelling or Appurtenances constructed therein) or Project Shared Element (or Appurtenances constructed therein) encroaches upon another unit or Project Shared Element due to shifting, settling, or moving of the dwelling or the Appurtenances or other limited common elements associated therewith, or due to survey errors, construction deviations, replacement, restoration, or repair, or due to the requirements of the Livingston County Health Department or the Township, reciprocal easements shall exist for such encroachment, and for the installation, maintenance, repair, restoration, and replacement of the encroaching property, dwelling, and/or Appurtenances or other limited common elements associated therewith. In the event of damage or destruction, there shall be easements to, through, under, and over those portions of the land, dwellings, and Appurtenances and other limited common elements associated therewith for the continuing maintenance, repair, renovation, restoration, and replacement of all utilities in the Development.

(c) The Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors, assigns, the Township, and all future owners of any land contiguous to the Development, easements to enter upon the Development to utilize, tap, tie into, extend and enlarge, and otherwise install, maintain, repair, restore, renovate, and replace all utility improvements located within the Development, including, but not limited to, gas, water, sanitary sewer, storm drains (including retention and detention ponds), telephone, electrical, and cable television and other telecommunications, and all improvements, as identified in the approved final site plan for the Development and all plans and specifications approved in writing by the Township, as well as any amendments thereto approved in writing by the Township. If any portion of the Development shall be disturbed by reason of the exercise of any of the rights granted to Developer, its successors, or its assigns under this Section 3(c) or Section 3(d), Developer shall restore the disturbed portion of the Development to substantially the same condition that existed prior to the disturbance.

(d) The Developer reserves for itself, its successors, and its assigns the right, at any time prior to the expiration of the Construction and Sales Period, as defined in the Act, to reserve, dedicate, and/or grant public or private easements over, under, and across the Development for the installation, utilization, repair, maintenance, decoration, renovation, restoration, and replacement of rights-of-way, walkways, the storm water drainage system, including retention or detention ponds, water system, sanitary sewer systems, electrical transmission mains and wiring, telephone system, gas distribution system, cable television and other telecommunication system, and other public and private utilities, including all equipment, facilities, and Appurtenances relating thereto, as identified in the approved final site plan for the Development, and all plans approved in writing by the Township, as well as any amendments thereto approved by the Township. The Developer reserves the right to assign any such easements to governmental units or public utilities or, as to the storm water drainage system, owners of affected units, and to enter into maintenance

agreements with respect thereto. Any of the foregoing easements or transfers of title may be conveyed by the Developer without the consent of any owner, mortgagee, or other person who now or hereafter shall have any interest in the Development. All of the unit owners and mortgagees of units and other persons now or hereafter interested in the Development from time to time shall be deemed to have unanimously consented to the amendment of any and all documents needed to effectuate the foregoing easements or transfers of title. All such interested persons irrevocably appoint the Developer as agent and attorney to execute such amendments to all other documents necessary to effectuate the foregoing.

(e) The Project Association, acting through its Board of Directors, shall be empowered and obligated to grant such easements, licenses, rights-of-entry, and rights-of-way over, under, and across the Development as are reasonably necessary or advisable for utility purposes, access purposes, or other lawful purposes, subject, however, to the approval of the Developer during the Construction and Sales Period, as defined in the Act, and subject to the written approval of the Township.

(f) The Developer, the Association, the Township, and all public and private utilities and public authorities responsible for publicly dedicated roads shall have such easements over, under, and across the Development, including all units and Project Shared Elements, as may be necessary to fulfill any installation, maintenance, repair, decoration, renovation, restoration, or replacement responsibilities that are required or permitted to perform under the various Master Deeds for the Condominiums, the Articles of Incorporation for the Project Association, the Bylaws of the Project Association, and the rules and regulations established by the Project Association, by law, or as may be necessary to respond to any emergency. The foregoing easements include, without limitation, the right of the Project Association to obtain access during reasonable hours and upon reasonable notice, for purposes of inspecting the dwelling constructed on a unit and/or other Limited common elements and/or Appurtenances constructed therein to ascertain that they have been designed and constructed in conformity with standards imposed and/or specific approvals granted by the Developer (during the Construction and Sales Period, as defined by the Act) and thereafter by the Project Association.

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

except for funds previously advanced by Developer, for which the Developer has a right of reimbursement from the Project Association.

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

(i) Developer reserves for the benefit of the Township, any private or public school system, and any emergency service agency an easement over all roads in the Development for use by the Township, private or public school busses, and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, school bus services, fire and police protection, ambulances and rescue services, and other lawful governmental or private emergency services to the Development and owners thereof. All unit owners using the streets and roadways shall refrain from prohibiting, restricting, limiting or in any manner interfering with normal ingress and egress and use by any of the other unit owners. Normal ingress and egress and use shall include use by family, guests, invitees, vendors, tradesman, delivery persons, and others bound to or returning from any of the properties and having a need to use the road. The foregoing easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public. Since all streets and roadways are private, they may never be maintained or accepted by the Livingston County Road Commission, and no public funds of the Township are to be used to build, repair, or maintain the private road. The Project Association shall maintain the private roads and streets pursuant to the specifications of Section 6.20 of the Township's Zoning Ordinance, as amended, including, but not limited to, the responsibility of removing snow from said private roads. If repairs and maintenance are not made, the Township may bring the streets and roadways up to established Township standards, as set forth in Section 6.20 of the Township's Zoning Ordinance, as amended, and assess the unit owners for the improvements, plus an administrative fee

(j) The Project Association, on behalf of the owners, shall assume and perform all of the Developer's obligations under any easement pertaining to the Development or Project Shared Elements.

(k) Developer reserves the right to terminate and revoke any utility or other easement granted in or pursuant to this Declaration at such time as the particular easement becomes unnecessary. (This may occur, by way of illustration only, when a utility easement is relocated to coordinate development of property adjacent to the Development.) No easement for a utility may be terminated or revoked unless and until all units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be affected by the recordation of an appropriate termination instrument or, where applicable,

amendment to this Declaration, provided that any such amendment is first approved in writing by the Township.

4. **Restrictions of Development.** All of the units in the Development shall be held, used, and enjoyed subject to the following limitations and restrictions:

(a) All units in the Development shall be used for single family residential purposes, except existing structures may be retained by Developer.

(b) A unit owner shall not make any alterations to the exterior appearance or make structural modifications to the dwelling or Appurtenances or other improvements constructed within the perimeter of its unit or make changes in any of the Project Shared Elements or limited common elements without the express written approval of the Project Association, including, without limitation, exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters, newspaper holders, mailboxes, fences, walls, basketball backboards, or other exterior attachments or modifications. If a unit owner causes any damage to any Project Common Element, Limited common element, or to any other unit as a result of making any alterations (regardless of whether or not such alteration was authorized) the unit owner shall be responsible for the cost of repairing any damage caused by the unit owner, its agents, or its contractors. If necessary for providing access to any Project Common Element or other facilities that the Project Association has the right or obligation to provide maintenance, the Project Association may remove any coverings, additions, or attachments of any nature that restrict such access, and the Project Association will have no responsibility or liability for repairing, replacing, or restoring any such materials, nor shall the Project Association be liable for monetary damages.

(c) All units in the Development not owned by Developer shall be kept neat and free of debris. No unit shall be used as a dumping ground and all rubbish, trash, garbage, or other waste shall be kept in sanitary containers. Containers may be placed at the roadside for pick-up, but they shall not be left there for more than twenty-four (24) hours in any week. Any debris resulting from the damage or destruction of any improvement on a unit shall be removed with all reasonable dispatch in order to prevent an unsightly or unsafe condition. All brush or other debris piles and accumulations on any unit or units must be removed within ninety (90) days of its accumulation. No dirt shall be removed from any parcel without approval from the Project Association. All units shall be landscaped in a suitable manner, including finish grading, seeding or sodding, and ornamental planting. A minimum of 40 feet from the road edge and running the length of the property frontage shall be grass routinely cut and maintained. Each fence, wall, tree, hedge, bush, shrub, or other planting or obstacle shall not be placed or maintained within twenty-five (25) feet of any roadway if the same would obstruct sight along the roadway or another roadway at elevations between three (3) and six (6) feet due to curvature of the roadway or intersection with another roadway. However, trees may be planted or maintained within this area if the foliage line is maintained at sufficient height to prevent such obstruction of sight. All unit owners are encouraged to reduce the use of fertilizers, herbicides, and pesticides in maintaining their landscape. Any unit that includes regulated wetlands shall not grade the area and shall preserve it in its natural state. No living trees shall be cut or removed from a parcel twelve (12) months after the residence is completed without review and approval of the Project Association.

(d) Only new, unused materials or used materials that are approved as to quality and appearance by the Developer shall be used in construction. All structures shall be erected upon a

foundation constructed on suitably permanent material extending below the frost line. A dwelling may have decks, patios, and a below ground swimming pool with related facilities such as fences, heaters, and pumps. No above-ground pools shall be permitted unless approved due to special circumstance. Satellite dishes may be erected or maintained with the approval of the Developer. Only central air conditioning shall be permitted, and "through the wall" air conditioners shall not be installed or maintained in any dwelling. An outside compressor for central air conditioning shall be located in a rear yard or may lie within five (5) feet of a side wall, provided that it is suitably screened from view.

(e) All utility lines, including electric, gas, telephone, and television cables, shall be installed underground. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded site plan and no buildings are to be constructed or placed within the easements. Each unit owner (or the Associations) shall maintain the surface area of easements within his or her property, shall keep grass and weeds cut, shall keep the area free of trash and debris, and shall take such action as may be necessary to eliminate surface erosion. No unit owner or other person may change the direction or alter the flow of surface runoff in the drainage easements.

(f) No fence or wall shall be placed, erected, or permitted to remain on any unit without approval of the Developer or the Project Association. Fences that are required by local ordinance to enclose swimming pools shall be allowed provided they are kept in good condition and repair at all times. In general, black wrought iron fences, ornamental fences, garden walls, and similar devices may be approved, provided that if more than two (2) feet above grade in height, they do not extend further toward the front of the unit than the rear line of the house. No wooden or chain link perimeter fences will be permitted.

(g) Each dwelling shall have a driveway and/or walkway adequate to provide access. Walkways shall be paved with brick or concrete. All driveways shall be constructed with hard surfacing of asphalt, concrete, or brick paving, and shall be installed prior to occupancy of the residence, weather permitting. If completion of the drive will be delayed by weather until after the owner occupies the premises, the driveway shall be complete by the following June 1.

(h) The units have been left in as natural a state as possible and as a result of the construction of roads, there are low spots and other areas in which water may accumulate and stand temporarily. Neither the Developer nor the Livingston County Drain Commissioner is under any obligation to correct any such condition. The grade of any unit in the Development may not be altered so as to increase or direct water runoff to any other unit or the Development's wetland areas. Surface water runoff shall be directed to the Development's storm water system. All water retention areas shall be allowed to remain in a natural state. No structures shall be erected nor shall any bushes, trees, or other plants be planted thereon or any fill or other material deposited or placed thereon. No soil or minerals shall be dredged or removed, nor shall any water be drained therefrom.

(i) No commercial vehicles, house trailers, boat trailers, boats, camping vehicles, or camping trailers may be parked on or stored on any unit in the Development for any period in excess of forty eight (48) hours unless stored within a fully enclosed attached garage. Commercial vehicles and trucks shall not be parked in the Development on any unit therein, except while making deliveries or pickups in the normal course of business. This shall not apply to Developer's

vehicles and structures or vehicles and equipment used in connection with and during the period of home construction.

(j) Use of the Project Shared Elements shall be restricted to unit owners and their guests. All unit owners shall have the right and easement of enjoyment of the Project Shared Elements and such easement shall be appurtenant to and shall pass with the title of every unit in the Development. Except for on the roadways, only foot traffic and bicycles will be allowed in the Project Shared Elements. No off-road motorcycles, scooters, all-terrain vehicles, or any type of loud or noisy vehicle, cars, or trucks will be allowed to operate anywhere in the Development. No hunting shall be allowed anywhere in the Development, including the common open areas and wetlands. Only street legal motor vehicles and motorcycles driven by licensed drivers shall be allowed on the roads of the Development. No immoral, improper, unlawful, or offensive activity shall be carried on in any unit or upon the Project Shared Elements, nor shall anything be done that may be or become an annoyance or a nuisance to the owners in the Development. No unreasonably noisy activity shall occur in or on the Project Shared Elements or in any unit at any time, and disputes among owners, arising as a result of this provision, which cannot be amicably resolved, shall be arbitrated by the Project Association. No unit owner shall conduct or permit any activity or keep or permit to be in its unit or on the Project Shared Elements anything that will increase the rate of insurance of the Development without the written approval of the Project Association, and, if approved, the owner shall pay to the Project Association the increased insurance premiums resulting from any such activity. Activities that are deemed offensive and are expressly prohibited include, but are not limited to, any activity involving the use of firearms, air rifles, pellet guns, BB guns, bows and arrows, paintball guns, or other similar dangerous weapons, projectiles, or devices.

(k) No sign of any kind shall be displayed to the public view on any unit in the Development except one not more than five (5) square feet in area for the purpose of advertising the property for sale or lease. This shall not apply to the signs erected by the Developer.

(l) No building or structure shall be erected or maintained, nor shall any exterior addition, change, or alteration to any structure be made until the plans and specifications are submitted to and approved, in writing, by the Project Association. Said plans and specifications should show the shape, elevation, facade, height, materials, color scheme, and location on the unit of the structure and/or addition, as well as the grading plan of the unit to be built upon. The Developer shall review all plans and specifications until said function is taken over by the Project Association after the Construction and Sales Period, as defined by the Act. The Developer or Project Association shall establish, from time to time, the procedures to be followed and the information to be submitted in conducting architectural review. Any request that does not follow the prescribed procedures may be refused to be considered.

(m) The owner of any unit may lease or sublet a unit for single family, residential purposes. If a unit is leased or sublet, the owner of that unit shall provide the name and contact information of the tenant or tenants and a copy of the lease or occupancy agreement to the Project Association and shall at all times remain responsible for its tenants' compliance with the obligation of the Development and the Project Association.

(n) No animals, livestock, or poultry of any kind shall be raised, bred, trapped, injured, killed, or kept in any unit or other general or limited common elements or Project Common

Element, except dogs, cats, or other common household pets, and except that a unit owner may trap or dispose of any animal that constitutes a nuisance or a threat to health or safety. No animal may be kept or bred for any commercial purpose, and every permitted pet shall be cared for and restrained so as not to be obnoxious or offensive to other unit owners. If pets are allowed in the yard of a residence, the same shall be controlled and restrained by "invisible fencing." No animal may be permitted to run loose at any time upon the Project Shared Elements, and an animal shall at all times be leashed and accompanied by some responsible person while on the Project Shared Elements. No dangerous animal shall be kept, and any unit owner who causes any animal to be brought or kept upon the Development shall indemnify and hold harmless the Associations for any loss, damage, or liability that the Associations may sustain as a result of the presence of such animal on the premises, whether or not the Associations have given its permission therefor. No dog that barks and can be heard on any frequent or continuing basis shall be kept in any unit or on the Project Shared Elements. No runs, pens, or shelters for pets shall be permitted within a unit or other limited common elements unless such runs, pens, or shelters do not exceed 150 square feet in area and are located adjacent to an exterior wall of a dwelling or garage on the opposite side of the unit from the street. The run or pen shall be fenced and the exterior shall be landscaped or planted so as to screen the view of adjoining units. No dog or dogs shall be allowed to reside outside of a dwelling or be allowed to remain outside of a dwelling unsupervised for extended periods of time (multiple hours). The Project Association may charge all unit owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of the Bylaws in the event that the Project Association determines such assessment is necessary to defray the Project Association's costs of accommodating animals within the Development. The Project Association shall have the right to require that any pets be registered with the Project Association and may adopt such additional reasonable rules and regulations with respect to animals as it deems proper. In the event of any violation of this Section, the Board of Directors of the Project Association may assess fines for such violation in accordance with the Bylaws and in accordance with its duly adopted rules and regulations.

(o) No area of the Development, within a unit or otherwise, shall be used for the storage of supplies (except in connection with an ongoing permitted project), materials, or trash or refuse of any kind, except in accordance with the duly adopted rules and regulations of the Project Association. No unsightly condition shall be maintained on any porch, courtyard, or deck, and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use, and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall at all times be maintained within garages and shall not be permitted to remain elsewhere on the Project Shared Elements except for such short periods of time as may be reasonably necessary to permit the periodic collection of trash. The Project Shared Elements shall not be used in any way for the storage of personal property, or the drying, shaking, or airing of clothing or other fabrics. In general, no activity shall be carried on nor any condition maintained by a unit owner, either in its unit or upon the Project Shared Elements, which is detrimental to the overall appearance of the Condominium.

(p) Each unit owner shall maintain its unit, the dwelling, Appurtenances, and other improvements constructed thereon, and any limited common elements appurtenant thereto, for which it has maintenance responsibility, in a safe, clean, and sanitary condition. Each unit owner shall also use due care to avoid damaging any of the Project Shared Elements including, but not

limited to, the telephone, gas, electrical, or other utility conduits and systems and any other elements in any unit that are appurtenant to or that may affect any other unit. Each unit owner shall provide maintenance for the sanitary sewer system serving its unit as may be required by the Livingston County Health Department. Each unit owner shall be responsible for the repair, restoration, or replacement, as applicable, of any damage to any Project Shared Elements or damage to any other unit owner's unit, or improvements thereon, resulting from the negligent acts or omissions of a unit owner, its family, guests, agents, or invitees, except to the extent the Project Association obtains insurance proceeds; provided, however, that if the insurance proceeds obtained by the Project Association are not sufficient to pay for such costs, the Project Association may assess the unit owner for the excess amount necessary to pay. No unit owner shall fill, dredge, or alter a regulated wetland without the required permits from the Township, the Michigan Department of Natural Resources, and/or the Michigan Department of Environmental Quality.

(q) No unit may be divided, split, or reduced in size by any method, without the proper approval of the Developer and compliance with all applicable local ordinances and state laws. Units may be enlarged by consolidation with one or more adjoining units under one ownership. If more than one unit is developed as a unit, all restrictions shall apply as to a single unit.

(r) Reserved Rights of Developer:

i. The purpose of this subsection is to promote an attractive, harmonious residential development having continuing appeal. Therefore, during the Construction and Sales Period, as defined by the Act, no buildings, fences, walls, retaining walls, drives, walkways, or other structures or improvements of any kind shall be commenced, erected, or maintained, nor shall any addition, change, or alteration to any structure be made, except interior alterations that do not affect structural elements of the dwelling or Appurtenances or other improvements constructed within any unit, nor shall any hedges, trees, or substantial plants be installed or landscaping modifications be made thereon until plans and specifications acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location, and approximate cost of such structure, Appurtenances, or other improvements, and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors, or its assigns. Developer shall have the right to refuse to approve any such plan or specifications or grading or landscaping plans that are not suitable or desirable in its opinion for aesthetic or other reasons, and in reviewing such plans and specifications, Developer 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 be located, and the degree of harmony with the Development as a whole. Developer shall be entitled to charge each applicant a review fee in an amount not to exceed \$250.00 to reimburse the Developer for any actual costs incurred in connection with the review of said applicant's plans, specifications, and related materials. Neither Developer nor the Project Association shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans, specifications, or other materials. At the expiration of the Construction and Sales Period, as defined by the Act, the rights exercisable by Developer under this Section shall be exercised by the Project Association.

ii. None of the restrictions contained in this Section 4 shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period, as defined by the Act, or of the Project Association in furtherance of its powers and

purposes set forth herein and in the Project Association's Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary contained elsewhere in this Declaration or the Project Association's Bylaws, the Developer shall have the right, during the Construction and Sales Period, as defined by the Act, to maintain a sales office, a business office, a construction office, model units, construction and/or sales trailers, storage areas, and parking incident to the foregoing and such access to, from, and over the Development as may be reasonable to enable the development and sale of the entire Development. The Developer shall restore the areas utilized by the Developer to habitable status upon its termination of use.

iii. The Development shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the unit owners and all persons interested in the Development. If at any time the Project Association fails or refuses to carry out its obligation to provide maintenance with respect to the Development in a manner consistent with such high standards, then the Developer or any entity that the Developer may assign this right may elect to provide such maintenance as required by this Declaration or the Project Association's Bylaws and to charge the cost thereof to the Project Association as an expense of administration. The Developer shall have the right to enforce this Declaration and the Project Condominium's Bylaws throughout the Construction and Sales Period, as defined by the Act, regardless of whether or not it owns a unit in the Development. The Developer's enforcement rights under this subsection may include, without limitation, an action to restrain the Project Association or any unit owner from performing any activity prohibited by this Declaration and/or the Project Association's Bylaws.

5. **Care of Project Shared Elements.** The owners of units in the Development and their respective family members, guests, and tenants shall refrain from any misuse of the Project Shared Elements. If any Project Shared Element is damaged or harmed due to the intentional acts or negligence of an owner of any unit in the Development or such unit owner's family member, guest, or tenant, the aforesaid owner shall be responsible for the entire cost and expense of repairing or restoring the damaged Project Shared Elements, and the Project Association shall have the right to demand and collect such costs and expense from the responsible owner, including attorney fees and court costs, and the right to record notices of lien against such owner's unit for the collection of any such costs or expenses that are not paid by the owner.

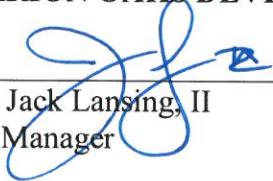
6. **Amendments to this Declaration.** For so long as Developer (or its respective successors or assigns as developers of portions of the land subject to this Declaration) retains title to a condominium unit established or that may be established within the Development, this Declaration may be amended only with the approval of the Developer. Upon the completion and sale to non-developer owners of one or more of the units, this Declaration may be amended only by an affirmative vote of a simple majority of the members of the Project Association; provided that no such amendment shall be effective in the absence of such consent as may be required pursuant to the immediately preceding sentence and, in addition, the prior written consent of Marion Township, which shall not be unreasonably withheld.

7. **Applicable Law; Continuing Effect.** The terms and conditions set forth in this Declaration shall be construed in accordance with the laws of the State of Michigan. The terms and conditions hereof shall run with the land described in the attached Exhibit A, and they shall

be binding upon and inure to the benefit of Developer and the owners of any unit within the Development, and their respective successors and assigns. The Project Association shall be bound by the terms and conditions of this Declaration.

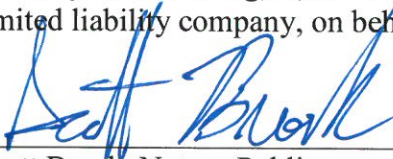
WHEREAS, this Declaration was executed on the date set forth above.

MARION OAKS DEVELOPMENT, LLC


By: Jack Lansing, II
Its: Manager

STATE OF MICHIGAN)
)ss
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this 8th day of October, 2018, by Jack Lansing, II, as Manager of MARION OAKS DEVELOPMENT, LLC, a Michigan limited liability company, on behalf of the company.



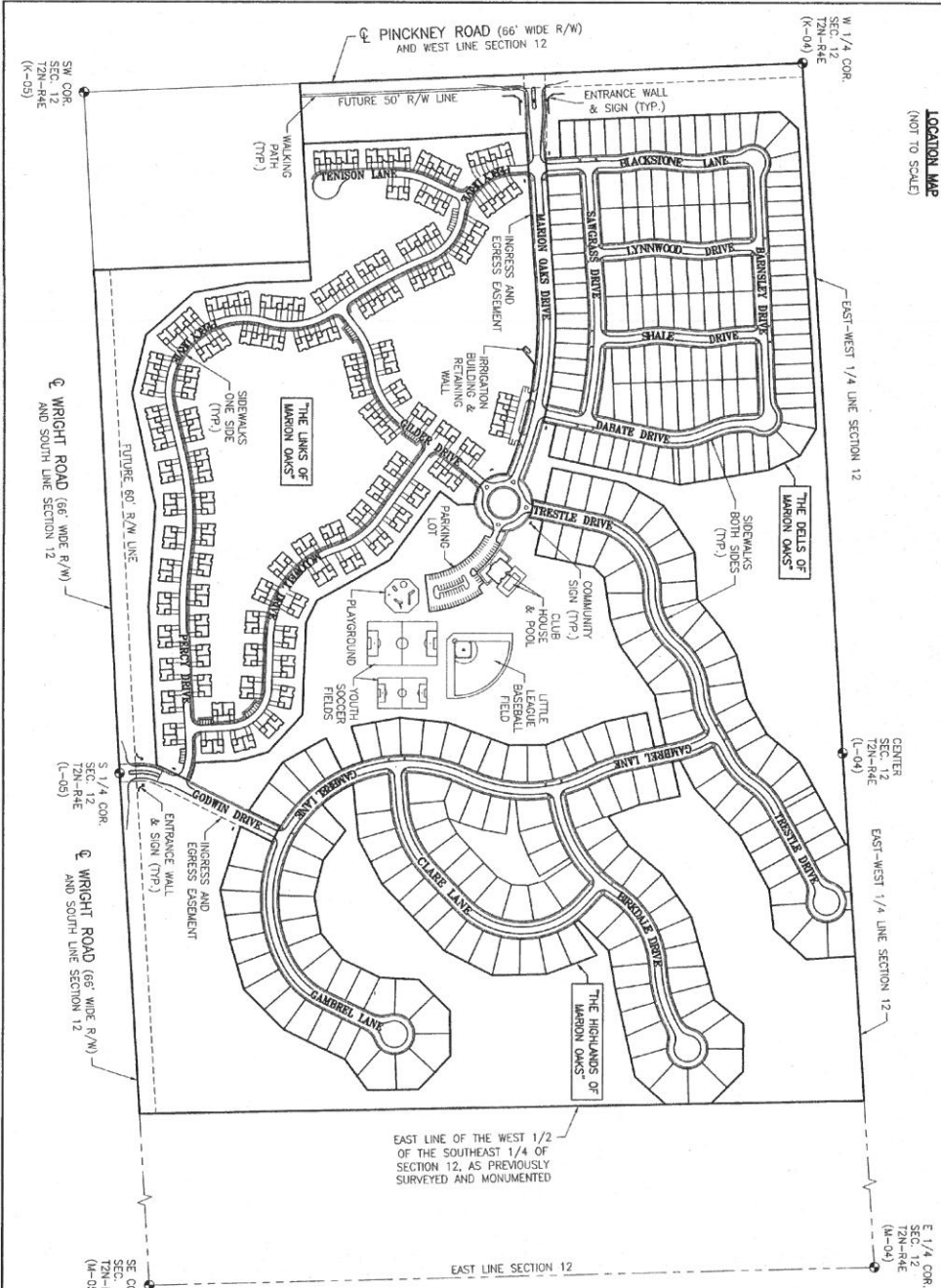
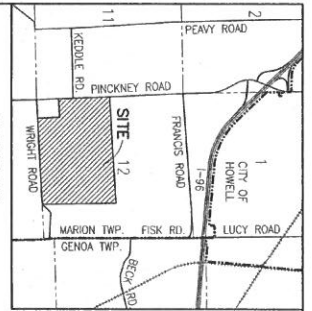
Scott Brock, Notary Public
County of Washtenaw, State of Michigan
My Commission Expires: 12/27/23
Acting in the County of Livingston

DRAFTED BY AND WHEN RECORDED RETURN TO:
Scott H. Brock
Cooper & Riesterer, PLC
7900 Grand River Road
Brighton, MI 48114
810-227-3103

EXHIBIT A

Part of the Southwest 1/4 of Section 12, T2N-R4E, and the West 1/2 of the Southeast 1/4 of Section 12, T2N-R4E, Marion Township, Livingston County, Michigan, more particularly described as follows: BEGINNING at the West 1/4 corner of Section 12; thence along the East-West 1/4 line of Section 12, N 86°36'52" E, 2552.50 feet, to the Center of Section 12; thence continuing along the East-West 1/4 line of Section 12, N 86°19'52" E, 1284.43 feet; thence along the East line of the West 1/2 of the Southeast 1/4 of Section 12, as previously surveyed and monumented, S 01°05'40" E, 2653.06 feet; thence along the centerline of Wright Road (66 foot wide right of way) and the South line of Section 12, S 86°33'40" W, 1255.81 feet, to the South 1/4 Corner of Section 12; thence continuing along the centerline of Wright Road (66 foot wide right of way) and the South line of Section 12, S 86°58'33" W, 1858.56 feet; thence N 02°26'19" W, 790.04 feet; thence S 86°58'33" W, 660.00 feet; thence along the centerline of Pinckney Road (66 foot wide right of way) and the West line of Section 12, N 02°26'19" W, 1840.20 feet, to the POINT OF BEGINNING, containing 218.79 acres, more or less, subject to the rights of the public over the existing Pinckney Road and the existing Wright Road. Also subject to any other easements or restrictions of record.

PROJECT SHARED ELEMENTS EXHIBIT B



SHARED ELEMENTS OF THE DEVELOPMENT

- The Project Shared Elements of the Development, which all owners of units within the Development and their respective guests, tenants, and family members shall have the right to use and enjoy in accordance with the Declaration, shall include the following:
- The recreational component of the Development, as described in the Declaration, including, but not limited to, a youth soccer field, a little league baseball field, and a parking lot (the "Recreational Amenities");
 - All roads and emergency access drives throughout the Development, including, but not limited to, easements for ingress, egress, and utility installation over, across, and through non-Development property or individual units; and the trees, shrubs, and other improvements not located within the boundaries of a unit or otherwise mandated by the township;
 - The electrical transmission means and wiring throughout the Development up to the point of lateral connection for unit service, which is located at the boundary of the Development, if any, together with common lighting for the Development, if any, installed by the Developer or Project Association in its/their sole discretion;
 - The telephone system throughout the Development up to the boundary of a unit;
 - The gas distribution system throughout the Development, if and when it may be installed, up to the point of lateral connection for unit service, which is located at the boundary of the unit, but excluding the gas meter for a unit;
 - The cable television and any other telecommunications systems throughout the Development, if and when it may be installed, up to the point of the on-dial connection for unit service, which is located at the boundary of the unit;
 - The sidewalks, bike paths, and walking paths (collectively, "Walkways"), if any, installed by the Developer or the Project Association;
 - All landscaping, sprinkler systems, barns, trees, plantings, and improvements, including, but not limited to, the land owned by the Developer or the Project Association, and the specific signage for each Condominium placed at the entrance to each Condominium;
 - The storm water drainage system throughout the Development, including catch basins, sump-pumps and other flood-damage-reducing devices, and any other improvements, which are located up to the point of unit service, which is located at the boundary of the unit;
 - The sanitary sewer system throughout the Development, which is located up to the point of unit service, which is located at the boundary of the unit, and the sanitary sewer main to the Genoa Water Authority ("MWD");
 - The landscaped, subject, if any, within the roads in the Development, subject, however, to the rights therein of the public and any governmental unit;
 - All easements (if any) that are appurtenant to and that benefit the Development pursuant to recorded easement agreements, reciprocal or otherwise;
 - All mailboxes or mailbox systems, if any, installed by Developer or the Project Association;
 - Such other elements of the Development not designated in this Section as Project Shared Elements that are not enclosed within the boundaries of a unit and are intended for common use or are necessary for the existence, upkeep, or safety of the unit owners of the Development.

	CLIENT	MARION OAKS DEVELOPMENT, L.L.C.
	PROJECT	MARION OAKS DEVELOPMENT
	TITLE	PROJECT SHARED ELEMENTS
DRAWN BY: [Blank] CHECKED BY: [Blank] DATE: 7-20-2017 JOB NO.: 17-203-1 SHEET NO.: 1 OF 18 PROPOSED AS OF: AUGUST 1, 2018	BEBOSS Engineering Engineers Surveyors Planners Landscape Architects 3121 E. GRAND RIVER AVE. HOWELL, MI. 48843 800.246.6735 FAX 517.548.1670	