

RECORDED

2001 SEP -6 1 A 9:35

NANCY HAVILAND  
REGISTER OF DEEDS  
LIVINGSTON COUNTY, MI.  
48843

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. 5735

9-6-2001 *Dianne H. Hardy*  
Dianne H. Hardy, Treasurer  
Sec. 185 Act 269, 1969 as amended  
Taxes not examined

HOMESTEAD DENIALS NOT EXAMINED

145/2

MASTER DEED

VHE

THE MEADOWS CONDOMINIUM

CONDOMINIUM PLAN NO. 232

THIS MASTER DEED is made and executed on this 21st day of August, 2001, by Mitch Harris Building Company, Inc., hereinafter referred to as "Developer", whose address is 211 North First Street, Brighton, Michigan, 48116, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

W I T N E S S E T H:

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

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

TI# 10-02-400-001 CML  
10-11-200-004 CML

ARTICLE I  
TITLE AND NATURE

The Condominium shall be known as THE MEADOWS CONDOMINIUM, Livingston County Condominium Plan No. 232. The engineering and architectural plans for the Condominium were approved by, and filed with, the Township of Marion. The Condominium is established in accordance with the Act. The buildings contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each building contains individual Units to be used for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his Unit and shall have an undivided and inseparable interest with the other Co-owners in the Common Elements of the Condominium Project as are designated by the Master Deed. The provisions of this Master Deed, shall not be construed to give rise to any warranty or representation, express or implied, as to the composition or physical condition of the Condominium, other than that which is expressly provided herein.

The Developer does hereby expressly except and reserve the oil, gas and other mineral rights that may be produced from the property.

ARTICLE II  
LEGAL DESCRIPTION

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

Beginning at the Northeast corner of Section 11, T2N-R4E, Marion Township, Livingston County, Michigan, same being the Southeast Corner of Section 2, T2N-R4E, Marion Township, Livingston County, Michigan; thence South 02°42'25" East 452.54 feet along the East line of said Section 11, also being the centerline of Pinckney Road (D-19) (50 foot wide 1/2 Right-of-Way); thence South 88°40'58" West 1374.41 feet; thence North 02°48'54" East 317.70 feet; thence North 30°20'38" West 155.00 feet; thence South 88°40'58" West 841.18 feet along the North line of said Section 11, also being the South line of said Section 2; thence North 01°22'00" West 730.60 feet along the East line of "Peavy Road Estates No.1" (Liber 13 of Plats, Pages 24 and 25, Livingston County Records); thence the following two courses along the South line of Outlot "D" of said "Peavy Road Estates No. 1": South 88°38'00" West 210.00 feet and Southwesterly 47.12 feet along the arc of a 30.00 foot radius curve to the left, through the central angle of 90°00'00" and which chord bears South 43°38'00" West 42.43 feet; thence North 01°22'00" West 126.00 feet along the

West line of said Outlot "D", also being the East line of Peavy Road (100 foot wide Right-of-Way); thence the following two courses along the North line of said Outlot "D": Southeasterly 47.12 feet along the arc of a 30.00 foot radius curve to the left, through the central angle of 90\*00'00" and which chord bears South 46\*22'00" East 42.43 feet and North 88\*38'00" East 210.00 feet; thence North 01\*22'00" West 425.00 feet along said East line of "Peavy Road Estates No. 1"; thence North 88\*40'58" East 984.10 feet; thence South 00\*53'25" East 1221.63 feet; thence North 88\*40'58" East 1282.99 feet along the South line of said Section 2 to the Place of Beginning. Being the Outlot "D" of "Peavy Road Estates No. 1" (Liber 13 of Plats, Pages 24 and 25, Livingston County Records) and also a part of the Southeast 1/4 of Section 2 and part of the Northeast 1/4 of Section 11, T2N-R4E, Marion Township, Livingston County, Michigan. Containing 42.01 acres, more or less. (Symbol \* = degrees)

### ARTICLE III DEFINITIONS

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

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

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

Section 3. Association Bylaws. "Association Bylaws" shall mean the corporate Bylaws of THE MEADOWS CONDOMINIUM ASSOCIATION, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

Section 4. Board Of Directors Or Board. "Board of Directors" or "Board" means the Board of Directors of THE MEADOWS CONDOMINIUM ASSOCIATION, a Michigan nonprofit corporation organized to manage, maintain and administer the Condominium.

Section 5. General Common Elements. "Common Elements", where used without modification, means those common elements of the Project described in Article IV hereof which are for the use and enjoyment of all co-owners.

Section 6. Condominium Bylaws. "Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 53 of the Act to be recorded as part of the Master Deed.

Section 7. Condominium Documents. "Condominium Documents: wherever used means and includes this Master Deed and Exhibits "A", "B" and "C" attached hereto, and rules and regulations, if any, of the Association as all of the same may be amended from time to time.

Section 8. Condominium Premises. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to THE MEADOWS CONDOMINIUM as described in the Master Deed or subsequent amendments to the Master Deed.

Section 9. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means THE MEADOWS CONDOMINIUM as a Condominium established in conformity with the provisions of the Act.

Section 10. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" which is the site drawing, the survey and other drawings depicting the existing and proposed structures and improvements, including their location on the land.

Section 11. Construction and Sales Period. "Construction and Sales Period" means the period commencing with the date of recording of the Master Deed and continuing so long as the Developer owns any unit which it offers for sale.

Section 12. Co-owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who owns one or more Units in the Condominium, and shall include a land contract vendee. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 13. Developer. "Developer" means Mitch Harris Building Company, Inc., a Michigan Corporation duly organized under Michigan law, who has made and executed this Master Deed, and its successors and assigns. Both successor and assigns shall always be deemed to be included within the term "Developer" when the term is used in the Condominium Documents.

Section 14. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-Developer Co-owners are permitted to vote for the election of at least one (1) member of the Board of Directors and upon all other matters which may properly be brought before the meeting.

Section 15. Limited Common Elements. "Limited Common Elements" means those elements of the project described in Article IV, Sec. 2 which are reserved for the exclusive use of the co-owners of a specified unit or units.

Section 16. Phase of Condominium Project. "Phase of Condominium Project" means the land and condominium units of the Condominium project which may be developed under the initially recorded Master Deed without amendment to the Master Deed.

Section 17. Private Roads. The private roads known as Sedum Road, Yarrow Road, Spirea Road and Hosta Road as depicted on the condominium subdivision plan.

Section 18. Sidewalks. The sidewalks depicted on the condominium subdivision plan.

Section 19. Telecommunication System. "Telecommunication System" means a system or videotext, broad band cable, satellite dish, earth antenna and similar telecommunication services.

Section 20. Township. "Township" means the Township of Marion, a general law Township.

Section 21. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 22. Unit Or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential unit in THE MEADOWS CONDOMINIUM, as described on Exhibit "B", and shall have the same meaning as the term "Condominium Unit" as defined in the Act. A unit is that part of the project designed and intended for separate ownership and use.

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

ARTICLE IV  
COMMON ELEMENTS

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

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

(a) the land described in Article II, including easement interests of the condominium in the land provided to it for ingress and egress;

(b) the drives, sidewalks, lawns, yards, trees, shrubs, and other plantings;

(c) the street lighting system and other electrical, telephone, and cable television wiring networks throughout the common areas of the project, including those within common walls, floors, and ceilings;

(d) the plumbing and gas line networks throughout the common areas of the project, including those within common walls, floors, and ceilings;

(e) the heating and air conditioning ducts and conduits throughout the common areas of the project, including those within common walls, floors, and ceilings;

(f) the water distribution system excepting that part of the system owned by Marion Township, underground sprinkling system, sanitary sewer system excepting that part of the system owned by Marion Township, and the storm drainage system serving the project;

(g) the foundations, roofs, perimeter walls, and other walls as shown on exhibit "B", ceilings, floors, entrances, and exits of the project (including doors and chimneys);

(h) the common attic spaces, and the portions of any garage or parking area not designated as a limited common element on the condominium subdivision plan; and

(i) all other common elements of the project not designated in this document as limited common elements that are not enclosed within the boundaries of a condominium unit and that are intended for common use or are necessary for the existence, upkeep, or safety of the project.

Some or all of the utility lines, systems (including mains and service leads of the sanitary sewer, water supply system,

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

Section 2. Limited Common Elements. The Limited Common Elements are as follows:

(a) the ventilation ducts, wiring, and conduits located entirely within a condominium unit and servicing only that unit;

(b) the deck, patio, or stoop appurtenant to each unit in the project;

(c) the driveway leading to the garage and the sidewalk leading to the stoop, which shall be appurtenant to the unit or units serviced by these elements;

(d) the fireplace combustion chamber and the separate furnace, water heater, air conditioner, and compressor either within or adjacent to a unit and servicing only that unit;

(e) the automatic garage opening mechanism and the windows, sliders, and screens within or adjacent to any unit's perimeter wall;

(f) garage interior spaces and the interior surfaces of garage walls, ceiling, and floor; and

(g) the interior surfaces of perimeter walls, doors, ceilings, and floors within a condominium unit.

The Limited Common Elements may be reassigned pursuant to the provisions of the Act. If any of the Limited Common Elements described in this provision have not been assigned in the Condominium Plan, the Developer reserves the right, without obtaining the consent of the co-owners, to designate each such element as a Limited Common Element appurtenant to a particular unit by subsequent amendment to this Master Deed.

Section 3. Responsibilities For Cleaning, Decorating, Maintaining, Repairing And Replacing The Common Elements Are As Follows:

(a) The costs of maintaining, repairing and replacing the limited common elements described in Article IV, Section 2, (a), (d) and (e) and routinely cleaning, decorating, and maintaining the interior of the limited common elements described in Article

IV, Section 2, (b) (f) and (g) (except painting, staining, repairing, or replacing decks, patios, and stoops) shall be borne by the co-owner of the unit or units to which such common elements are appurtenant.

(b) The appearance of decks, patios, and stoops shall at all times be subject to the approval of the association. If a co-owner's cleaning and decorating of such common elements does not conform to reasonable standards established by the association, the association may take whatever action is necessary to bring the elements up to required standards and charge the cost to the owner responsible for cleaning, decorating, and maintaining the element.

(c) The costs of cleaning, decorating, maintaining, repairing, and replacing all general and limited common elements other than those described above shall be borne by the association, except for repairs or replacements necessitated by the acts or neglect of co-owners or their agents, invitees, family members, or pets. The association shall be responsible so long as the condominium subdivision exists to maintain and replace the dead and dying lawns, trees, shrubs, and other plantings including the perimeter landscaping as depicted on the site plan. planted on the condominium premises.

(d) If any unit owner elects to construct or install any improvements to the interior of the unit or, with written consent from the association, to the common elements appurtenant to the unit that increase the costs of maintenance, repairs or replacements for which the association is responsible, the association may assess the increased costs or expenses against the unit.

(e) All co-owners whose interests would be affected may assign or reassign a limited common element, on notice to any affected mortgagees, by applying in writing to the board of directors of the association. On receipt of such an application, the board shall promptly have an amendment to this Master Deed assigning or reassigning all rights and obligations with respect to the limited common elements involved prepared and signed and shall deliver the amendment to the co-owners of the units affected once they have paid all reasonable costs for the preparation and recording of the amendment.

(f) Except as stated in this Master Deed, condominium units shall not be separable from the common elements appurtenant to them and shall not be used in any manner inconsistent with the purposes of the project or in any other way that would interfere with or impair the rights of any co-owner to use and enjoy the co-owner's unit or the common elements appurtenant to it.



Section 4. Sidewalk Construction. The Developer and its successors and assigns, shall be responsible to construct a four (4') foot wide sidewalk at the locations designated on the Condominium Subdivision Plan Exhibit "B". The construction of all the sidewalks shall be completed on or before the time a final certificate of occupancy is issued for the occupancy of the last unit constructed in the condominium. Anything to the contrary hereinabove stated in this sub-paragraph notwithstanding, for the reason that the construction of sidewalks was a condition of site plan approval, the Developer shall have a duty to Marion Township to ensure that the sidewalks are constructed. Accordingly, the Developer shall, in order to provide assurance to Marion Township of construction of the sidewalks by the Developer, provide a Letter of Credit for the benefit of Marion Township, in the amount of \$5,000.00 to be used by Marion Township to ensure construction of the sidewalks should the Developer fail to construct the sidewalks in accordance with its obligation to do so. The Developer shall, until all the sidewalks are constructed in the condominium, keep the aforementioned Letter of Credit in force and effect.

**ARTICLE V**  
**UNIT DESCRIPTION, PERCENTAGE OF VALUE,**  
**AND DEVELOPMENT BY PHASE**

Section 1. Description Of Units. Each Unit in the Condominium Project is described in the Condominium Subdivision Plan of THE MEADOWS CONDOMINIUM which is attached hereto as Exhibit "B". There are 147 Units created for single family residential use. Each Unit shall include: (a) with respect to each Unit basement all that space contained within the surfaces of the floor and wall and the uncovered underside of the first-floor joints, and (b) with respect to upper floors of Units, all that space contained within the interior walls and ceilings and from the plywood subfloor all as shown on the floor plans and sections in Exhibit "B" and delineated with heavy outlines. The dimensions shown on the basement and foundation plans in Exhibit "B" have been or will be physically measured by the Developer's Engineer. If the dimensions on the measured foundation plan of any specific Unit differ from the dimensions on the typical foundation plan for such Unit shown in Exhibit "B", then the typical upper-floor plans for such Unit shall be deemed to be automatically changed for such specific Unit in the same manner and to the same extent as the measured foundation plan. The interior surfaces of a unit and appurtenant garage or perimeter walls (including doors therein) ceilings and floors contained within a unit and its appurtenant garage shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit. Detailed architectural plans and specifications have been filed with the Township.

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

Section 3. Modification Of Buildings And Units Contained Therein And Common Elements By Developer. The Developer may modify the number, size, style, and location of buildings and units contained therein and Common Elements appurtenant to the Units, in the Developer's sole discretion and with the approval of the Township, by enlargement or reduction in size, by an amendment effected solely by the Developer without the consent of any other 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 or amenity of any Unit which adjoins or is proximate to the modified Units or Common Elements. If the Developer revises the building mix and relocates buildings, the buildings shall be constructed within the building envelopes as depicted on the site plan filed with, and approved by, Marion Township and the minimum set backs and spacing requirements shall be maintained.

Further, the Developer may, in connection with any such amendment, re-adjust the percentages of value for all Units in a manner which gives reasonable recognition to such Unit or Limited Common Element modifications based upon the method of original determination of percentages of value for the Project. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and subject to the limitations set forth herein, the proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors and assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. All buildings erected and individual condominium units contained therein shall conform to the design standards for minimum width, area and building setback requirements of the Township.

ARTICLE VI  
EASEMENTS

Section 1. Easement For Structural Support Maintenance Of Encroachments And Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or movement of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachments exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements, and walls (including interior Unit walls) contained therein for the continuing maintenance, repair, and replacement of all utilities and related fixtures, including water, sanitary sewer, natural gas, electricity, telecommunication, and telephone and all Common Elements in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 2. Utility Easements Dedication. The Developer, by the recording of this Master Deed, does hereby dedicate an easement for the benefit of the Co-owners and the Township, over and under that part of the Condominium as depicted on Exhibit "B" as "Easement for Public Utilities" for the installation, construction and maintenance of all public utilities including, but not limited to, electric, natural gas, telephone, telecommunication systems, sanitary sewer and water supply systems. In the event the Township utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to its condition immediately prior to such utilization, tapping, tying-in, extension or enlargement.

Section 3. Utility Easements Retained by the Developer. The Developer reserves for the benefit of itself, its successors and assigns, easements to utilize, tap, tie into, extend and enlarge all utility mains located on the Condominium Premises, including, but not limited to, water, natural gas, electricity, telephone, telecommunication systems, storm water drainage system and sanitary sewer mains. In the event the Developer utilizes, taps, ties into, extends or enlarges any utilities or storm water drainage system located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to its condition immediately prior to such utilization, tapping, tying-in, extension or enlargement.

Section 4. Road Easements Retained By The Developer. The Developer reserves for the benefit of itself, its successors and assigns perpetual ingress and egress over the roads within the

condominium for the purpose of providing access to Highway D-19 for co-owners of units to be developed on the expandable areas legally described in Article VIII hereof.

Section 5. Grant Of Easements By Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the First Annual Meeting), shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under, and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer so long as the Developer shall offer a Unit for sale.

Section 6. Easements For Maintenance, Repair And Replacement. The Developer, the Association, and all public or private utilities shall have such easements as may be necessary over, under and across the Condominium Premises, including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or Bylaws or to respond to any emergency or common need of the Condominium. These easements include the right access during reasonable hours and upon reasonable notice to the water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

Section 7. Reservation of Rights to Dedication of Certain Easements. The Developer reserves the right to grant easements over, under and across the Condominium Premises for streets and utilities and to dedicate rights-of-way for utilities to the public, appropriate governmental agencies or public utility companies and to transfer title of utilities to state, county or local governments for such consideration as the Developer shall determine in its sole discretion. Any such dedication, easement or transfer of title may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto, recorded in the Livingston County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocable and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing grant of easements, transfers and dedications. After the sale of the last Unit by the Developer, this right shall be assigned to the Association and may be exercised by the Association on behalf of all the Co-owners of the Condominium.

Section 8. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval so long as it shall offer a unit for sale in the Condominium, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, utility agreements right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable and similar services (collectively "Telecommunications") to the Condominium or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or any other company or entity in connection with such service, including fees, if any, for the privilege of installing same, or sharing periodic subscriber service fees, may be paid over to the Developer for its own account as its own property. If such sums are paid to the Association, then such fees shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 9. Emergency Vehicle and Public Service Access Easement. There shall exist for the benefit of the Township or other emergency or public service agency or authority, an easement over all roads in the Condominium for use by the emergency and/or service vehicles of the Township or other public service agencies. The easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school bus and mail or package delivery, and other lawful governmental or private emergency or other reasonable and necessary services to the Condominium Project and Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads or driveways to the public.

Section 10. Peavy Road Access. That portion of the road depicted on the site plan providing access to Peavy Road and designated as "emergency access" on the site plan shall be reserved and used only for emergency ingress and egress from the Condominium. The emergency access shall be constructed in accordance with the detail set forth on the site plan.

Section 11. Private Roads; Indemnification. The private Roads, namely Aster, Spirea, Hosta, Sedum and Yarrow and related improvements as shown on the Condominium Subdivision Plan and/or installed by the Developer or the Association shall be regularly maintained (including, without limitation, snow plowing),

replaced, repaired and resurfaced as necessary by the Association. It is the Association's responsibility to inspect and to perform preventative maintenance of the condominium Roads on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. The entire Road system shall be maintained by the Association in such manner as will allow unobstructed access throughout the Condominium. All repairs to the roadway surface, sub-base, potholes, subgrades, mountable curb, gutter and storm drainage system shall conform to the Township private road standards and specifications for construction in effect at the time of the repair. As an absolute minimum standard, road snow plowing by the Association shall take place when accumulated snow measures four (4) inches in depth and snow shall be plowed in such manner that unobstructed access throughout the Condominium is realized; provided, however, that this provision shall not preclude the board of directors of the Association, in its discretion, from setting a more stringent standard for the plowing of snow.

(a) The storage or stacking of plowed snow along the entrance to individual driveways and at the intersections of Sedum and D-19, shall not impair the clear vision standards of the Livingston County Road Commission and pursuant to the Marion Township Zoning Ordinance regulations. Neither the Township nor the Board of County Road Commissioners have responsibility for the maintenance and upkeep of the road within the Condominium Subdivision.

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

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

Section 12. Developer and Association Right to Dedicate a Public Right-of-Way. The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the development and sales period to dedicate to the public a right-of-way over the private roads, namely Aster, Spirea, Hosta, Sedum and Yarrow as depicted on Exhibit "B". The Association (upon expiration of the development and sales period and acting through its lawfully constituted Board of Directors) shall be empowered to dedicate to the public the roads as depicted on Exhibit "B". Any such right-of-way dedication shall be evidenced

by an appropriate amendment to the Master Deed and to Exhibit "B" hereto, recorded in Livingston County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication and establishment of a county drain and drainage district and to a release of right-of-way. In conjunction therewith, the Developer shall have the right to execute an agreement containing terms necessary for the establishment of a county drain and county drainage district pursuant to Section 433 of Act No. 40 of the Public Acts of 1956, as amended and to release and to grant to the Livingston County Drain Commissioner a release of right-of-way describing the route and course of the drain.

If a drainage district is established then the cost of improvement, maintenance, repair and replacement of the Storm Water Retention and the Storm Water Drainage System shall be borne by The Meadows Condominium Drainage District (to be then formed) who shall assess the Co-owners for the benefit resulting from the work performed by the District. The work and assessment therefore shall be performed pursuant to the Michigan Drain Code.

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

#### ARTICLE VII

#### DEDICATION OF WASTEWATER DISPOSAL MAINS AND WATER SUPPLY SYSTEM; SPECIAL SANITARY SEWER ASSESSMENT; SPECIAL WATER SUPPLY ASSESSMENT

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

Section 2. Special Assessment Districts for Sanitary Sewer and Water. The condominium property was comprised of two parcels prior to the recording of the Master Deed. The parcels were identified by the following tax code numbers, that is, 4710-02-400-001 and 4710-11-200-004. Only a portion of parcel 4710-02-400-001 is included in the condominium. There are a total of 147 residential equivalent units assessed to the condominium property. As of May 22, 2001 the following are the principal amounts remaining owed to the Township for one residential equivalent unit (REU) for sewer service and for one residential equivalent unit (REU) for water supply. Each year the Marion Township summer tax bill will be sent out July 1st and the annual payments on the

sewer, supplemental sewer and phase 2 sewer will be included on those tax bills. The annual payments are as follows: Sewer is \$250.00 per REU with interest at 6.067% per annum; Supplemental Sewer is \$24.95 per REU with interest at 5.994% per annum; and Phase 2 Sewer is \$274.95 per REU with interest at 5.993% per annum. The annual assessment for water supply is included in the annual winter tax bill due December 1st each year with interest at 7% per annum.

## 4710-02-400-001

Sewer District 1 & 2 remaining principal per REU \$4,000.00  
 Supplemental Sewer, remaining principal per REU \$449.10  
 Sewer Phase 2 remaining principal per REU \$4,949.10  
 Water District 1 remaining principal per REU \$2,170.00

## 4710-11-200-004

Sewer District 1 & 2 remaining principal per REU \$4,000.00  
 Supplemental Sewer, remaining principal per REU \$449.10  
 Sewer Phase 2 remaining principal per REU \$4,949.10  
 Water District remaining principal per REU \$4,270.00

The Developer, on its own behalf and on behalf of its successors, assigns, and future owners of the Development and the Association, hereby ratify, confirm and consent to the acts of Marion Township in establishing Special Assessment Districts 1 and 2, the Special Sewer Supplemental and the Special Sewer Assessment Phase 2 for providing wastewater disposal (sanitary sewer) services to the Development.

Each of the units in the development shall be assessed for one residential equivalent unit that is the amount of sewage disposal capacity and water supply capacity calculated as being necessary to serve the usual needs of one dwelling unit. The Co-owner of each unit in the condominium, including the Developer, shall be responsible for the payment of the installments of principal and interest for each of the described special sewer and special water assessment assessed to the units respectively owned by the Co-owner or the Developer. In this respect, the Township acknowledges that upon the sale of a unit in the condominium by the Developer, or any subsequent Co-owner, the full amount of the described special sewer assessments and special water assessment attributable to that unit shall not be called due. The Purchaser may continue to pay the special sewer assessments and/or water assessment in annual installment payments, unless the Purchaser, of his/her own volition, prepays the special sewer assessments or water assessment when a unit is sold. Annual installments of the described special sewer assessments and water assessment shall be pro-rated in accordance with the agreement made between the Seller and Purchaser in the Purchase Agreement for the Unit to be acquired.



**ARTICLE VIII**  
**EXPANSION OF CONDOMINIUM**  
**CONTRACTION OF CONDOMINIUM**

Section 1. Expansion of Condominium.

(a) Area of Future Development. The Condominium Project, established pursuant to the initial Master Deed may, at the election of Developer, be treated as the first phase of an expandable condominium under the act. Additional phases of the Condominium Project may be established at any time, with Marion Township approval, upon all or some portion or portions of the following described land at the sole discretion of the developer who shall not be required to obtain the consent of the Co-owners of Units to expand the Condominium Project.

The areas of future development are legally described as follows:

**SOUTH FUTURE EXPANDABLE AREA**

Commencing at the Northeast Corner of Section 11, T2N-R4E, Marion Township, Livingston County, Michigan; thence South 88\*40'58" West 1415.75 feet along the North line of said Section 11 to the Place of Beginning; thence South 30\*20'38" East 155.00 feet; thence South 02\*48'54" West 421.53 feet; thence South 88\*34'19" West 1156.51 feet; thence North 03\*19'07" West 348.55 feet along the East line of "Marion Heights Subdivision" (as recorded in Liber 19 of Plats, Page 23 and 24, Livingston County Records), also being the centerline of Peavy Road (33 foot wide 1/2 Right-of-Way), also being the North-South 1/4 line of said Section 11; thence North 88\*40'58" East 700.00 feet; thence North 03\*19'07" West 210.00 feet; thence North 88\*40'58" East 431.18 feet along said North line of Section 11 to the Place of Beginning. Being part of the Northeast 1/4 of Section 11, T2N-R4E, Marion Township, Livingston County, Michigan. Containing 11.67 acres of land, more or less. (Symbol \* = degrees)

**NORTH FUTURE EXPANDABLE AREA**

Commencing at the Southeast Corner of Section 2, T2N-R4E, Marion Township, Livingston County, Michigan; thence North 01\*01'19" West 763.82 feet along the East line of said Section 2 to the PLACE OF BEGINNING; thence South 88\*41'02" West 1281.23 feet; thence North 00\*53'25" West 457.78 feet; thence South 88\*40'58" West 984.10 feet; thence North 01\*22'00" West 1036.00 feet along the East line of "Peavy Road Estates No. 1" (Liber 13 of Plats, Pages 24 and 25, Livingston County Records); thence the following two courses along the South line of Outlot "C" of said "Peavy Road Estates No.1"; South 88\*38'00" West 210.00 feet, and Southwesterly 47.12 feet along the arc of a 30.00 foot radius curve to the left through a central angle of 90\*00'00" and having a long chord bearing South 43\*38'00" West 42.43 feet; thence North 01\*22'00" West 126.00 feet along the West line of said

Outlot "C", also being the East line of Peavy Road (100 foot wide Right-of-Way); thence the following two courses along the North line of said Outlot "C"; thence Southeasterly 47.12 feet along the arc of a 30.00 foot radius curve to the left through a central angle of 90\*00'00" and having a long chord bearing of South 46\*22'00" East 42.43 feet, and North 88\*38'00" East 210.00 feet; thence North 01\*22'00" West 297.70 feet along said East line of "Peavy Road Estates No. 1"; thence North 88\*46'51" East 800.33 feet along the East-West 1/4 line of Section 2; thence North 01\*27'29" West 807.94 feet; thence South 88\*50'54" West 231.79 feet; thence North 01\*30'29" West 949.94 feet; thence along the Southerly Right-of-Way of the I-96 Expressway off ramp (Limited Access Highway) the following six courses: (1) South 44\*03'44" East 933.22 feet, (2) Southeasterly, non-tangentially 28.20 feet along the arc of a 3199.04 foot radius curve to the right through a central angle of 00\*30'18" and having a long chord bearing South 41\*23'28" East 28.20 feet, (3) Southeasterly 633.32 feet along the arc of a 1070.92 foot radius compound curve to the right through a central angle of 33\*53'00" and having a long chord bearing South 24\*11'49" East 624.13 feet, (4) South 07\*15'19" East 190.06 feet, (5) Southeasterly 386.81 feet along the arc of a 361.48 foot radius curve to the left through a central angle of 61\*18'40" and having a long chord bearing South 37\*54'39" East 368.62 feet and (6) South 68\*33'59" East 60.47 feet; thence the following two courses along the Westerly line of Pinckney Road (D-19) (103 foot wide 1/2 Right-of-Way Limited Access Highway): Southerly 610.55 feet along the arc of a 819.20 foot radius curve to the left through a central angle of 42\*42'10" and having a long chord bearing South 05\*10'14" East 596.52 feet and South 26\*31'19" East 271.55 feet; thence South 63\*28'28" West 226.37 feet; thence South 10\*44'08" West 112.36 feet; thence South 60\*44'08" West 130.00 feet; thence South 17\*07'52" East 88.00 feet; thence South 62\*07'52" East 228.00 feet; thence South 74\*15'52" East 260.00 feet; thence South 39\*44'52" East 125.00 feet; thence South 89\*37'52" East 38.19 feet; thence along said Westerly line of Pinckney Road (D-19) Southerly 137.45 feet along the arc of a 1042.92 foot radius curve to the right through a central angle of 07\*33'04" and having a long chord bearing South 04\*47'51" East 137.35 feet; thence North 88\*58'41" East 103.00 feet; thence South 01\*01'19" East 207.48 feet along said East line of Section 2, also being the centerline of said Pinckney Road (D-19) to the Place of Beginning. Being a part of the Northeast fractional 1/4 and a part of the Southeast 1/4 of Section 2, T2N-R4E, Marion Township and City of Howell, Livingston County, Michigan, and also Outlot "C" of Peavy Road Estates No.1" (Liber 13 of Plats, pages 24 and 25, Livingston County Records). Containing 90.92 acres of land, more or less. (Symbol \* = degrees)

(b) Increase Or Decrease In Number Of Units And Buildings. Any other provisions of this Master Deed notwithstanding, the number of units in the project may, at the option of the Developer and with the approval of the Township, within a period

ending no later than six (6) years after initial recording of this Master Deed, be increased by the addition to this condominium of all or any portion of the area of future development and the establishment of units thereon. Also the number of units to be constructed in Phase I may, with the permission of the Marion Township be decreased and the number of buildings containing authorized units may be increased.

The location, nature, appearance, design or structural components of the buildings and units contained therein and/or other improvements to be constructed within the area of future development will be determined by Developer in its sole discretion, but all such improvements will be reasonably compatible with the existing structures and improvements in the project, as determined by Developer in its sole discretion. No unit will be created within any part of the area of future development which is added to the condominium that is not restricted to single family residential uses.

(c) Expansion Not Mandatory. Nothing herein contained will in any way obligate the Developer to enlarge the condominium project beyond the phase established by this Master Deed, and Developer may, in its discretion, establish all or a portion of the area of future development as a separate condominium project or any other form of development. There are no restrictions on the election of the Developer to expand the project other than as is explicitly set forth herein. There is no obligation on the part of the Developer to add to the condominium project all or any portion of the area of future development.

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

(e) Redefinition of Common Elements. The amendment or amendments to the Master Deed by the Developer to expand the condominium may also contain such further definitions and redefinitions of general or limited common elements as Developer may determine necessary or desirable to adequately describe, serve and provide access to the additional parcel or parcels being added to the project by the amendment. In connection with any such amendment(s), Developer will have the right to change

the nature of any common element previously included in the project for any purpose reasonably necessary to achieve the purposes of this article including, but not limited to, the connection of roadways in the project to any roadways that may be located on or planned for the area of future development, to provide access to any unit that is located on or planned for the area of future development from the roadways located in the condominium project. An amendment to re-define the common elements shall require the approval of the Township.

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

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

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

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

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

#### ARTICLE IX AMENDMENT

Section 1. Amendments by Developer and Association. 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 such amendment or termination shall be recorded in the public records of Livingston County, Michigan.

Section 2. Amendments After Sale of a Unit to a Nondeveloper Co-owner. If there is a co-owner other than the developer, the condominium documents may be amended for a proper purpose only as follows:

(a) An amendment may be made without the consent of any co-owners or mortgagees if the amendment does not materially alter the rights of any co-owners or mortgagees of units in the project, including amendments to modify the types and sizes of unsold condominium units and their appurtenant limited common elements; amendments to facilitate conventional mortgage loan financing for existing or prospective co-owners; and amendments enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, or any other agency of the federal government or the State of Michigan.

(b) Even if an amendment would materially alter the rights of any co-owners or mortgagees, it can be made if at least two-thirds of the co-owners and mortgagees consent. However, dimensions or limited common elements of a co-owner's unit may not be modified without the co-owner's consent, nor may the 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 in this master deed, including rights to amend the master deed for purposes of expansion, contraction or modification of units in the course of construction shall not be amended without written consent from the developer as long as the developer or its successors continue to own or to offer for sale any unit in the project. For the purpose of this provision, a mortgagee shall have one vote for each mortgage held.

(c) The developer may also make a material amendment unilaterally without the consent of any co-owner or mortgagee for the specific purposes expressly reserved by the developer in this master deed. Until the completion and sale of all units, such rights reserved by the developer may not be further amended except with written consent from the developer or its successors or assigns.

(d) A person causing or requesting an amendment to the condominium documents shall be responsible for the costs and expenses of the amendment, except for amendments based on a vote of the prescribed majority of co-owners and mortgagees of record shall be notified of proposed amendments under this provision at least 10 days before the amendment is recorded.

(e) If there is a co-owner other than the developer, the project may only be terminated with the consent of the developer and at least 80 percent of the co-owners and mortgagees, as follows:

i. The agreement of the required number of co-owners and mortgagees to terminate the project shall be evidenced by their signing of the termination agreement or ratification of it. The termination shall become effective only when this evidence of the agreement is recorded.

ii. On recording an instrument terminating the project, the property constituting the condominium shall be owned by the co-owners as tenants in common in proportion to their undivided interest in the common elements immediately before recordation. As long as the tenancy in common lasts, each co-owner or the heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted the condominium unit.

iii. On recording an instrument terminating the project, any rights the co-owners may have to the assets of the association shall be in proportion to their undivided interests in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the condominium documents and the Michigan Condominium Act.

iv. Notification of termination by first-class mail shall be made to all parties interested in the project, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who have deposited funds. Proof of dissolution must be submitted to the administrator.

Section 3. Township Approval. Anything to the contrary stated in the condominium documents notwithstanding, amendments shall not be made to the Master Deed, Bylaws and Exhibit "B" thereto without the prior approval of Marion Township.

**ARTICLE X**  
**DEVELOPER'S ASSIGNMENT OF RIGHTS**

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

**ARTICLE XI**  
**DEVELOPER'S RIGHT TO USE FACILITIES**

The Developer, its agents, representatives, employees, successors and assigns may, at all times that Developer or its successors in interest continues to own any Units, maintain

offices, model Units, parking, storage areas and other facilities within the Condominium Project and engage in such other acts as it deems necessary to facilitate the development and sale of the Project, subject to Township approval. Developer shall have such access to, from and over the Project as may be reasonable to accomplish the construction of buildings containing units and the infrastructure and to enable and facilitate the development and sale of Units in the Condominium Project. In connection therewith, Developer shall have full and free access to all Common Elements and unsold Units.

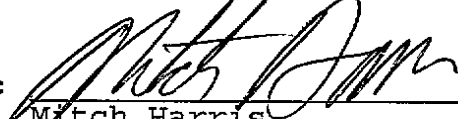
IN WITNESS WHEREOF, the Developer has executed this Master Deed on the 21st day of August, 2001.

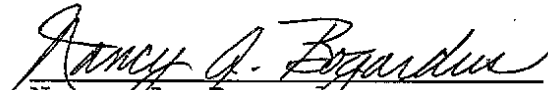
WITNESSES:

DEVELOPER:

MITCH HARRIS BUILDING COMPANY, INC.

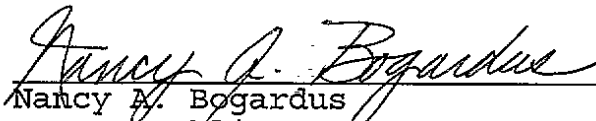
  
Richard A. Heikkinen

By:   
Mitch Harris  
Its President

  
Nancy A. Bogardus

STATE OF MICHIGAN        ]  
                                  ] ss  
COUNTY OF LIVINGSTON    ]

The foregoing instrument was acknowledged before me the 21st day of August, 2001 by Mitch Harris, President of Mitch Harris Building Company, Inc., a Michigan Corporation, on behalf of said corporation.

  
Nancy A. Bogardus  
Notary Public  
Livingston County, Michigan  
My commission expires: 6/26/2004

✓ DRAFTED BY & RETURN TO:  
Richard A. Heikkinen  
THE HEIKKINEN LAW FIRM, P.C.  
110 NORTH MICHIGAN AVENUE  
HOWELL MI 48843

## EXHIBIT "A"

BYLAWS  
OF  
THE MEADOWS CONDOMINIUMARTICLE I  
THE CONDOMINIUM PROJECT

1. Organization. THE Meadows Condominium, a residential condominium project located in the Township of Marion, is being constructed with a total of one hundred forty-seven (147) living units authorized by Marion Township. The condominium may be expanded by the addition of Phase II and Phase III as described in the Master Deed. The number of units that may be developed in the proposed Phases II and III has not been determined. Once the Master Deed is recorded, the management, maintenance, operation, and administration of the project shall be vested in an association of co-owners organized as a nonprofit corporation under Michigan law.

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 Michigan Condominium Act, MCLA 559.101 et seq., MSA 26.50(101) et seq., the Master Deed and Bylaws and its amendments, the articles of incorporation and other condominium documents that pertain to the use and operation of the condominium property. The association shall keep current copies of these documents and make them available for inspection at reasonable hours to co-owners, prospective purchasers, and prospective mortgagees of units in the project. If the Michigan Condominium Act conflicts with any condominium documents referred to in these Bylaws, the act shall govern. A party's acceptance of a deed of conveyance or of a lease or occupancy of a condominium unit in the project shall constitute an acceptance of the provisions of these documents and an agreement to comply with them.

ARTICLE II  
MEMBERSHIP AND VOTING

1. Membership. Each present and future co-owner of a unit in the project shall be a member of the association, and no other person or entity shall 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 the condominium unit.

2. Voting Rights. Except as limited in the Master Deed and in these Bylaws, each co-owner shall 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 units owned by the co-owner as stated in the Master Deed, when voting by value. Voting shall be by number, except when voting is specifically required to be both by value and by number, and no cumulation of votes shall be permitted.

3. Members Entitled to Vote. No co-owner, other than the developer, may vote at a meeting of the association until the co-owner presents written evidence of the ownership of a condominium unit in the project, nor may a co-owner vote before the initial meeting of members (except for elections held pursuant to Article III, provision 4). The developer may vote only for those units to which it still holds title and for which it is paying the full monthly assessment in effect when the vote is cast.

The person entitled to cast the vote for the unit and to receive all notices and other communications from the association may be designated by a certificate signed by all the record owners of the unit and filed with the secretary of the association. Such a certificate shall state the name and address of the designated individual, the number of units owned, and the name and address of the party who is the legal co-owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until the ownership of the unit concerned changes.

4. Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and for any adjournment of that meeting and must be filed with the association before the appointed time of the meeting.

5. Majority. At any meeting of members at which a quorum is present, fifty-one (51%) percent of the co-owners entitled to vote and present in person or by proxy, in accordance with the percentages allocated to each condominium unit in the Master Deed for the project, shall constitute a majority for the approval of the matters presented to the meeting, except as otherwise required in these Bylaws, in the Master Deed, or by law.

### ARTICLE III MEETINGS AND QUORUM

1. Initial Meeting of Members. The initial meeting of the members of the association shall be convened within 120 days after the conveyance of legal or equitable title to nondeveloper co-owners of 25 percent of the units that may be created and at least one director and not less than 25 percent of the board of directors of the association shall be elected by nondeveloper co-owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper co-owners of 50 percent of the units that may be created, not less than 33 1/3 percent of the board of directors shall be elected by nondeveloper co-owners.

Not later than 120 days after conveyance of legal or equitable title to nondeveloper co-owners of 75 percent of the units that may be created, and before conveyance of 90 percent of such units the nondeveloper 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 percent of the units in the project or as long as 10 percent of the units remain that may be created. The developer may call meetings of members of the association for informational or other appropriate purposes before the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

2. Annual Meeting of Members. After the initial meeting, an annual meeting of the members shall be held in each year at the time and place specified in the association Bylaws. At least 10 days before an annual meeting, written notice of the time, place, and purpose of the meeting shall be mailed to each member entitled to vote at the meeting. At least 20 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other condominium documents.

3. Advisory Committee. Not later than 120 days after the conveyance of legal or equitable title to nondeveloper co-owners of one-third of the units that may be created or one year after the initial conveyance of legal or equitable title to a nondeveloper co-owner of a unit in the project, whichever occurs first, the developer shall select three nondeveloper co-owners to serve as an advisory committee to the board of directors. The purpose of the advisory committee shall be to facilitate communication between the board of directors and the nondeveloper co-owners and to aid in the ultimate transfer of control to the association. The members of the advisory committee shall serve for one year or until their successors are selected, and the advisory committee shall automatically cease to exist on the transitional control date. The board of directors and the advisory committee shall meet with each other when the advisory committee requests. However, there shall not be more than two such meetings each year unless both parties agree otherwise.

4. Composition of the Board. Not later than 120 days after the conveyance of legal or equitable title to nondeveloper co-owners of 25 percent of the units that may be created, at least one director and at least one-fourth of the board of directors of the association shall be elected by nondeveloper co-owners. Not later than 120 days after the conveyance of legal or equitable title to nondeveloper co-owners of 50 percent of the units that may be created, at least one-third of the board of directors shall be elected by nondeveloper co-owners. Not later than 120 days after the conveyance of legal or equitable title to nondeveloper co-owners of 75 percent of the units, the nondeveloper co-owners shall elect all directors on the board except that the developer may designate at least one director as long as the developer owns

or offers for sale at least 10 percent of the units in the project or as long as 10 percent of the units that may be created remain unbuilt.

Notwithstanding the formula provided above, 54 months after the first conveyance of legal or equitable title to a nondeveloper co-owner of a unit in the project, if title to at least 75 percent of the units that may be created has not been conveyed, the nondeveloper co-owners may elect the number of members of the board of directors of the association equal to the percentage of units they hold, and the developer may elect the number of members of the board equal to the percentage of units that it owns and pays assessments for. This election may increase but not reduce the minimum election and designation rights otherwise established in these Bylaws. The application of this provision does not require a change in the size of the board as stated in the corporate Bylaws.

If the calculation of the percentage of members of the board that the nondeveloper co-owners may elect or if the product of the number of members of the board multiplied by the percentage of units held by the nondeveloper co-owners results in a right of nondeveloper co-owners to elect a fractional number of members of the board, a fractional election right of 0.5 or more shall be rounded up to the nearest whole number, which shall be the number of members of the board that the nondeveloper co-owners may elect. After applying this formula, the developer may elect the remaining members of the board. The application of this provision shall not eliminate the right of the developer to designate at least one member, as provided in these Bylaws.

5. Quorum of Members. The presence in person or by proxy of 30 percent of the co-owners entitled to vote shall constitute a quorum of members. The written vote of any person furnished at or before any meeting at which the person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question on which the vote is cast.

#### ARTICLE IV ADMINISTRATION

1. Board of Directors. The business, property, and affairs of the association shall be managed and administered by a board of directors to be elected in the manner stated in the association Bylaws. The directors designated in the articles of incorporation shall serve until their successors have been elected and qualified at the initial meeting of members. All actions of the first board of directors of the association named in its articles of incorporation or any successors elected by the developer before the initial meeting of members shall be binding on the association as though the actions had been authorized by a board of directors elected by the members of the association at the initial meeting or at any subsequent meeting, as long as the

actions are within the scope of the powers and duties that may be exercised by a board of directors as provided in the condominium documents. The board of directors may void any service contract or management contract between the association and the developer or affiliates of the developer on the transitional control date, within 90 days after the transitional control date, or on 30 days' notice at any time after that for cause.

2. Powers and Duties. The board shall have all powers and duties necessary to administer the affairs of the association. The powers and duties to be exercised by the board shall include the following:

- a. maintaining the common elements
- b. developing an annual budget and determining, assessing, and collecting amounts required for the operation and other affairs of the condominium
- c. employing and dismissing personnel as necessary for the efficient management and operation of the condominium property
- d. adopting and amending rules and regulations for the use of condominium property
- e. opening bank accounts, borrowing money, and issuing evidences of indebtedness to further the purposes of the condominium and designating required signatories therefor
- f. obtaining insurance for condominium property, the premiums of which shall be an administration expense
- g. leasing or purchasing premises suitable for use by a managing agent or custodial personnel, on terms approved by the board
- h. granting concessions and licenses for the use of parts of the common elements for purposes not inconsistent with the Michigan Condominium Act or the condominium documents
- i. authorizing the signing 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
- j. making repairs, additions, improvements, and alterations to the condominium property and repairing and restoring the property in accordance with the other provisions of these Bylaws after damage or destruction by fire or other casualties or condemnation or eminent domain proceedings
- k. asserting, defending, or settling claims on behalf of all co-owners in connection with the common elements of the

project and, on written notice to all co-owners, instituting actions on behalf of and against the co-owners in the name of the association

1. other duties as imposed by resolutions of the members of the association or as stated in the condominium documents

3. Accounting Records. The association shall keep detailed records of the expenditures and receipts affecting the administration of the condominium. These records shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the association and its co-owners. These records shall be open for inspection by the co-owners during reasonable working hours at a place to be designated by the association. The association shall prepare a financial statement from these records and distribute it to all co-owners at least once a year. The association shall define the contents of the annual financial statement. Qualified independent auditors (who need not be certified public accountants) shall review the records annually and audit them every fifth year. The cost of these reviews and audits shall be an administration expense. Audits need not be certified.

4. Maintenance and Repair.

a. Co-owners must maintain and repair their condominium units, except general common elements in their units. Any co-owner who desires to repair a common element or structurally modify a unit must first obtain written consent from the association and shall be responsible for all damages to any other units or to the common elements resulting from such repairs or from the co-owner's failure to effect such maintenance and repairs.

b. The association shall maintain and repair the general common elements, inside and outside the units, and limited common elements to the extent stated in the Master Deed and shall charge the costs to all the co-owners as a common expense unless the repair is necessitated by the negligence, misuse, or neglect of a co-owner, in which case the expense shall be charged to the co-owner. The association and its agents shall have access to each unit during reasonable working hours, on notice to the occupant, for the purpose of maintaining, repairing, or replacing any of the common elements in the unit or accessible from it. The association and its agents shall also have access to each unit at all times without notice for emergency repairs necessary to prevent damage to other units or the common elements.

5. Reserve Fund. The association shall maintain a reserve fund, to be used only for major repairs and replacement of the common elements, as required by MCLA 559.205, MSA 26.50(205). The fund shall be established in the minimum amount stated in these Bylaws on or before the transitional control date and shall, to

the extent possible, be maintained at a level that is equal to or greater than 10 percent of the current annual budget of the association. The minimum reserve standard required by this provision may prove to be inadequate, and the board shall carefully analyze the project from time to time to determine whether a greater amount should be set aside or if additional reserve funds shall be established for other purposes.

6. Construction Liens. A construction lien for work performed on a condominium unit or a limited common element shall attach only to the unit or element on which the work was performed. A lien for work authorized by the developer or the principal contractor shall attach only to condominium units owned by the developer when the statement of account and lien are recorded. A construction lien for work authorized by the association shall attach to each unit in proportion to the extent to which the co-owner must contribute to the administration expenses. No construction lien shall arise or attach to a condominium unit for work performed on the general common elements that is not contracted by the association or the developer.

7. Managing Agent. The board may employ for the association a management company or managing agent at a compensation rate established by the board to perform duties and services authorized by the board, including the powers and duties listed in provision 2 of this article. The developer or any person or entity related to it may serve as managing agent if the board appoints the party.

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 that are not inconsistent with these Bylaws. Officers may be compensated, but only on the affirmative vote of more than 60 percent of all co-owners, in number and in value.

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

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

c. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed

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

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

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

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

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

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

9. Indemnification. All directors and officers of the association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the association on 10 days' notice to all co-owners,

in the manner and to the extent provided by the association Bylaws. If no judicial determination of indemnification has been made, an opinion of independent counsel on the propriety of indemnification shall be obtained if a majority of co-owners vote to procure such an opinion.

**ARTICLE V**  
**ASSESSMENTS**

1. **Administration Expenses.** The association shall be assessed as the entity in possession of any tangible personal property of the condominium owned or possessed in common by the co-owners. Personal property taxes based on such assessments shall be treated as administration expenses. All costs incurred by the association for any liability connected with the common elements or the administration of the project shall be administration expenses. All sums received pursuant to any policy of insurance securing the interests of the co-owners against liabilities or losses connected with the common elements or the administration of the project shall be administration receipts.

2. **Determination of Assessments.** From time to time and at least annually, the board shall adopt a budget for the condominium that shall include the estimated funds required to defray common expenses for which the association is responsible for the next year, including a reasonable allowance for contingencies and reserves and shall allocate and assess these common charges against all co-owners according to their respective common interests on a monthly basis. In the absence of co-owner approval as provided in these Bylaws, such assessments shall be increased only if one of the following conditions is met:

a. The board finds the budget as originally adopted is insufficient to pay the costs of operating and maintaining the common elements.

b. It is necessary to provide for the repair or replacement of existing common elements.

c. The board decides to purchase additions to the common elements, the costs of which may not exceed \$120.00 per unit annually.

d. An emergency or unforeseen development necessitates the increase.

Any increase in assessments other than under these conditions, including assessments to purchase or lease a unit for the use of a resident manager, shall be considered a special assessment requiring approval by a vote of 60 percent or more of the co-owners, in number and in value.



3. Levy of Assessments. All assessments levied against the units to cover administration expenses shall be apportioned among and paid by the co-owners equally, in advance and without any increase or decrease in any rights to use limited common elements. The common expenses shall include expenses the board deems proper to operate and maintain the condominium property under the powers and duties delegated to it under these Bylaws and may include amounts to be set aside for working capital for the condominium, for a general operating reserve, and for a reserve to replace any deficit in the common expenses for any prior year. Any reserves established by the board before the initial meeting of members shall be subject to approval by the members at the initial meeting. The board shall advise each co-owner in writing of the amount of common charges payable by the co-owner and shall furnish copies of each budget on which such common charges are based to all co-owners.

4. Collection of Assessments. Each co-owner shall be obligated to pay all assessments levied on the co-owner's unit while the co-owner owns the unit. No co-owner may be exempted from liability for the co-owner's contribution toward the administration expenses by a waiver of the use or enjoyment of any of the common elements or by the abandonment of the co-owner's unit. If any co-owner defaults in paying the assessed charges, the board may impose reasonable fines or charge interest at the legal rate on the assessment from the date it is due. Unpaid assessments shall constitute a lien on the unit that has priority over all other liens except state or federal tax liens and sums unpaid on a first mortgage of record recorded before any notice of lien by the association. The association may enforce the collection of a lien by a suit at law for a money judgment or by foreclosure of the lien, securing payment as provided in MCLA 559.208, MSA 26.50(208). In a foreclosure action, a receiver may be appointed and reasonable rent for the unit may be collected from the co-owner or anyone claiming possession under the co-owner. All expenses incurred in collection, including interest, costs, and actual attorney 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.

On 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 assessments or charges except as otherwise provided by the condominium documents or by the Michigan Condominium Act. A purchaser or grantee shall be entitled to a written statement from the association stating the amount of unpaid assessments against the seller or grantor. Such a purchaser or grantee shall not be liable for liens for any unpaid assessments against the seller or grantor in excess of the amount in the written statement; neither shall the unit conveyed or granted be subject to any such liens. Unless the purchaser or grantee requests a written statement from the association at least five days before a sale, as provided in the Michigan Condominium

Act, the purchaser or grantee shall be liable for any unpaid assessments against the unit, together with interest, costs, and attorney fees incurred in the collection of unpaid assessments.

The association may also enter the common elements, limited or general, to remove or abate any condition or may discontinue the furnishing of any services to a co-owner in default under any of the condominium documents on seven days written notice to the co-owner. A co-owner in default may not vote at any meeting of the association as long as the default continues.

#### 5. Obligations of the Developer.

a. Until the regular monthly assessments paid by co-owners other than the developer are sufficient to support the total costs of administration (excluding reserves), the developer shall pay the balance of such administration costs on account of the units owned by it, whether or not they are constructed.

b. Once the regular monthly assessments paid by co-owners other than the developer are sufficient to support the total costs of administration (excluding reserves), the developer shall be assessed by the association for actual costs, if any, incurred by the association that are directly attributable to the units being constructed by the developer, together with a reasonable share of the costs of administration that indirectly benefit the developer (other than costs attributable to the maintenance of dwellings), such as legal fees, accounting fees, and maintenance of the landscaping, drives, and walks. If a unit owned by the developer is leased or otherwise permanently occupied by a person holding under or through the developer, the developer shall pay all regular monthly assessments for the unit. In no event shall the developer be responsible for the cost of capital improvements or additions, by special assessment or otherwise, except for occupied units owned by it.

### ARTICLE VI TAXES, INSURANCE, AND REPAIRS

1. Taxes. After the year when the construction of the building containing a unit is completed, all special assessments and property taxes shall be assessed against the individual units and not against the total property of the project or any part of it. In the initial year in which the building containing a unit is completed, the taxes and special assessments that become a lien against the property of the condominium shall be administration expenses and shall be assessed against the units according to their percentages of value. Special assessments and property taxes in any year when the property existed as an established project on the tax day shall be assessed against the individual units, notwithstanding any subsequent vacation of the project.

Assessments for subsequent real property improvements to a specific unit shall be assessed to that unit only. Each unit shall be treated as a separate, single unit of real property for the purpose of property taxes and special assessments and shall not be combined with any other units. No assessment of a fraction of any unit or a combination of any unit with other units or fractions of units shall be made, nor shall any division or split of an assessment or tax on a single unit be made, notwithstanding separate or common ownership of the unit.

2. Insurance. 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 available and applicable, fire insurance with extended coverage; vandalism and malicious mischief endorsements; and liability insurance and worker compensation insurance pertinent to the ownership, use, and maintenance of the common elements to the project. Such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

a. All such insurance shall be purchased by the board of directors for the benefit of the association, the co-owners, their mortgagees, and the developer, according to their interests. Each co-owner shall be responsible for obtaining insurance coverage at the co-owner's expense for the interior of the co-owner's unit, including wall coverings, floor coverings, sliders, windows, and screens. Each co-owner is responsible for obtaining insurance for the personal property located within the co-owner's unit or elsewhere in the condominium, for personal liability for occurrences within the co-owner's unit or on limited common elements appurtenant to the unit, and for expenses to cover alternate living arrangements if a casualty causes temporary loss of the unit. The association shall have no responsibility for obtaining such insurance. The association and all co-owners shall use their best efforts to see that all property and liability insurance carried by the association or any co-owner shall contain appropriate provisions for the insurer to waive its right of subrogation regarding any claims against any co-owner or the association.

b. All common elements of the project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding land, landscaping, blacktopping, foundation, and excavation costs, as determined annually by the board of directors of the association. Such coverage shall also include interior walls within any unit; the pipes, wires, conduits, and ducts in these walls; and all appliances, fixtures, equipment, and trim within a unit that were furnished with the unit as standard items in accordance with the plans and specifications for the unit on file with the association (or any replacements that do not exceed the costs of such standard items).

Any improvements made by a co-owner within a unit shall be covered by insurance obtained at the expense of the co-owner. If the association elects to include owner improvements under its insurance coverage, any additional premium cost to the association attributable to the coverage shall be assessed to the co-owner and collected as a part of the assessments against the co-owner as provided in these Bylaws.

c. If required, the association shall maintain adequate fidelity coverage to protect against dishonest acts by its officers, directors, trustees, and employees and all others who are responsible for handling the association's funds. Such fidelity bonds shall meet the following requirements :

i. The association shall be named as an obligee.

ii. The policy shall be written in whatever amount any lending institution or other agency requesting the policy requires, according to the estimated annual operating expenses of the condominium project, including reserves.

iii. The policy shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of employee or similar terms.

iv. The policy shall provide that it may not be canceled or substantially modified, including for nonpayment of premiums, without at least 30 days' written notice.

d. The board of directors is irrevocably appointed the agent for each co-owner, each mortgagee, other named insureds and their beneficiaries, and any other holders of liens or other interests in the condominium or the property, to adjust and settle all claims arising under insurance policies purchased by the board and to sign and deliver releases once claims are paid.

e. Except as otherwise set forth in these Bylaws, all premiums on insurance purchased by the association pursuant to these Bylaws shall be administration expenses.

3. Reconstruction and Repairs. If the condominium project or any of its common elements are destroyed or damaged, in whole or in part, and the proceeds of any policy insuring the project or common elements and payable because of the destruction or damage are sufficient to reconstruct the project, then the proceeds shall be applied to reconstruction. As used in this provision, reconstruction means restoration of the project to substantially the same condition that it was in before the disaster, with each unit and the common elements having the same vertical and horizontal boundaries as before.

a. If the property is not insured against the peril causing the loss or the proceeds of the policies insuring the

project and payable because of the loss are insufficient to reconstruct the project, provisions for reconstruction may be made by the affirmative vote of at least 75 percent of the co-owners voting at a meeting called for that purpose. Any such meeting shall be held within 30 days after the final adjustment of insurance claims, if any, or within 90 days after the disaster, whichever occurs first. At any such meeting, the board or its representative shall present to the co-owners present an estimate of the cost of the reconstruction and the estimated amount of necessary special assessments against each unit to pay for it. If the property is reconstructed, any insurance proceeds shall be applied to the reconstruction, and special assessments may be made against the units to pay the balance.

b. If the property is not insured against the peril causing the loss or the proceeds of the policies insuring the project and payable because of the loss are insufficient to reconstruct the project and provisions for reconstruction are not made pursuant to the preceding paragraph, provisions for the withdrawal of any part of the property from the provisions of the Michigan Condominium Act and the project may be made by the affirmative vote of at least 75 percent of the co-owners voting at a meeting called for that purpose. Any such meeting shall be held within 30 days after the final adjustment of insurance claims, if any, or within 90 days after the disaster, whichever occurs first. When a unit or part of a unit is withdrawn, the percentage of ownership in the common elements appurtenant to that unit shall be reallocated among the remaining units based on the relative percentages of ownership in the common elements appurtenant to each remaining unit. If only part of a unit is withdrawn, the percentage of ownership in the common elements appurtenant to that unit shall be reduced accordingly, based on the diminution in the market value of the unit, as determined by the board. Any insurance proceeds shall be allocated, on the basis of square footage withdrawn or some other equitable basis determined by the board, among the units, parts of units, and parts of the common elements withdrawn. As compensation for such withdrawals,

i. any insurance proceeds allocated to withdrawn units or parts of units shall be paid to the owners in proportion to their percentages of ownership in the common elements appurtenant to the withdrawn units or parts of units;

ii. any insurance proceeds allocated to withdrawn parts of the limited common elements shall be paid to the unit owners entitled to their use in proportion to their percentages of ownership in the common elements appurtenant to the units served by the withdrawn limited common elements; and

iii. any insurance proceeds allocated to withdrawn parts of the general common elements shall be paid to all unit owners in proportion to their percentages of ownership in the common elements. On the withdrawal of any unit or part of a unit, the

owner shall be relieved of any further responsibility or liability for the payment of any assessments for the unit, if the entire unit is withdrawn or for the payment of the part of assessments proportional to the diminution in square footage of the unit if only part of the unit is withdrawn.

c. If the property is not insured against the peril causing the loss or the proceeds of the policies insuring the project and payable because of the loss are insufficient to reconstruct the project and no provisions for either reconstruction or withdrawal are made pursuant to the preceding paragraphs, the provisions of the Michigan Condominium Act shall apply.

Prompt written notice of all material damage or destruction to a unit or any part of the common elements shall be given to the holders of first mortgage liens on any affected units.

4. Eminent Domain. The following provisions shall pertain on any taking by eminent domain:

a. If any part of the common elements is taken by eminent domain, the award shall be allocated to the co-owners in proportion to their undivided interests in the common elements. The association, through its board of directors, may negotiate on behalf of all co-owners for any taking of common elements, and any negotiated settlement approved by more than two-thirds of the co-owners based on assigned voting rights shall bind all co-owners.

b. If a unit is taken by eminent domain, that unit's undivided interest in the common elements shall be reallocated to the remaining units in proportion to their undivided interests in the common elements. The court shall enter a decree reflecting the reallocation of undivided interests and the award shall include just compensation to the co-owner of the unit taken for the co-owner's undivided interest in the common elements, as well as for the unit.

c. If part of a unit is taken by eminent domain, the court shall determine the fair market value of the part of the unit not taken. The undivided interest for the unit in the common elements shall be reduced in proportion to the diminution in the fair market value of the unit resulting from the taking. The part of the undivided interest in the common elements thus divested from the co-owner of a unit shall be reallocated among the other units in the project in proportion to their undivided interests in the common elements. A unit that is partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the court order under this provision. The court shall enter a decree reflecting the reallocation of undivided interests, and the award shall include just compensation to the co-owner of the unit partially taken for that part of the undivided interest in the common elements divested from the co-owner and not revested in the

co-owner pursuant to provision, as well as for the part of the unit taken by eminent domain.

d. If the taking of part of a unit makes it impractical to use the remaining part of that unit for a lawful purpose permitted by the condominium documents, the entire undivided interest in the common elements appertaining to that unit shall be reallocated to the remaining units in the project in proportion to their undivided interests in the common elements. The remaining part of the unit shall then be a common element. The court shall enter an order reflecting the reallocation of undivided interests, and the award shall include just compensation to the co-owner of the unit for the co-owner's entire undivided interest in the common elements and for the entire condominium unit.

e. Votes in the association and liability for future administration expenses pertaining to a unit that is taken or partially taken by eminent domain shall be reallocated to the remaining units in proportion to their voting strength in the association. The voting strength in the association of a unit that is partially taken shall be reduced in proportion to the reduction in its undivided interest in the common elements.

#### ARTICLE VII USE AND OCCUPANCY RESTRICTIONS

1. Residential Use. Condominium units shall be used exclusively for residential occupancy. No unit or common element shall be used for any purpose other than as a single-family residence or for other purposes customarily incidental to that use, except that professional and quasi-professional co-owners may use their residences as ancillary facilities to their offices established elsewhere, as long as such use does not generate unreasonable traffic by members of the general public and the use is authorized by the ordinances of Marion Township. However, these restrictions on use shall not be construed to prohibit a co-owner from (a) maintaining a personal professional library, (b) keeping personal business or professional records or accounts, or (c) handling personal business or professional telephone calls or correspondence. Such uses are customarily incidental to principal residential use and not in violation of these restrictions.

2. Common Areas. Only co-owners of units in the condominium and their agents, tenants, family members, invitees, and licensees may use the common elements for access to and from the units and for other purposes incidental to the use of the units. Any recreational facilities, parking areas, and other common areas designed for a specific use shall be used only for the purposes approved by the board. The use, maintenance, and operation of the common elements shall not be obstructed or unreasonably interfered with by any co-owner and shall be subject to any leases, concessions, or easements now or later entered into by the board.

**3. Developer's Right to Waive or Amend Restrictions, Standards for Approval; Exculpation from Liability.**

Notwithstanding anything in these Bylaws to the contrary, the Developer reserves the right to waive any restriction or requirement, if in the Developer's sole discretion it is appropriate in order to maintain the atmosphere, architectural harmony, appearance and value of the Condominium and the Units, or to relieve the owner of a Unit or a contractor from an undue hardship or expense. The approval of any site plan, landscaping plan or construction plan by the Developer or the Association and the waiver of any restriction by the Developer or the Association in connection with the approval of any site plan, landscape plan or construction plan shall not be deemed to be a warranty, representation or covenant by the Developer or the Association that the plan complies with any law, ordinance or regulation, including but not limited to zoning ordinances, dimensional, bulk and setback ordinances, environmental laws and ordinances and sanitation or environmental health laws, ordinances and regulations. Any obligation or duty to ascertain any such non-conformities, or to advise the owner or any other person of the same (even if known), is hereby disclaimed. THE OWNER OF EACH UNIT SHALL BEAR ALL RESPONSIBILITY FOR COMPLIANCE WITH ALL SUCH LAWS AND ORDINANCES. In reviewing and passing upon the plans, drawings, specifications, submissions and other matters to be approved or waived by the Developer, the Developer intends to ensure that the building units and other features embodied or reflected therein meet the requirements set forth in the Condominium Documents; however, the Developer reserves the right to waive or modify those restrictions or requirements. In addition to ensuring that all buildings and units comply with the requirements and restrictions of the Condominium Documents, the Developer (or the Association, to the extent approval powers are assigned to it by the Developer) shall have the right to base its approval or disapproval of any plans, designs, specifications, submissions or other matters on such other factors, including completely aesthetic considerations, as the Developer (or the Association) in its sole discretion may determine appropriate or pertinent. In no event shall any party have the right to impose liability on, or otherwise contest judicially, the Developer or any other person for any decision of the Developer (or alleged failure of the Developer to make a decision) relative to the approval or disapproval of a structure or any aspect or other matter as to which the Developer reserves the right to approve or waive.

**4. Specific Prohibitions.** Without limiting the generality of the preceding provisions in this article, the use of the project and all common elements by any co-owner shall be subject to the following restrictions:

a. Limitations of Number of Occupants. No more than four people shall permanently occupy or reside in any two bedroom unit. No more than six people shall permanently occupy or reside



in any three bedroom unit. No more than eight people shall permanently occupy or reside in any four bedroom unit. If a birth, adoption, or marriage in a family occupying a unit results in a violation of this restriction, the application of the restriction to the family shall be suspended for one year to provide the family a reasonable amount of time to cure the violation or to dispose of the unit.

b. Rental of Less Than Entire Unit. No part of a unit may be rented and no transient tenants may be accommodated in a unit. However, this restriction shall not prevent the rental or sublease of an entire unit for residential purposes or of a limited common element appurtenant to a unit as provided in Article IX of the Bylaws.

c. Alteration, Additions, Improvements. No co-owner shall make any alterations, additions, or improvements to any general common element or limited common element or make changes to the exterior or structure of a unit including but not limited to painting elements without written approval from the association. The association shall not approve any alterations or structural modifications that would jeopardize or impair the soundness, safety, or appearance of the project. An owner may make alterations, additions, or improvements within a unit without written approval from the board, but the owner shall be responsible for any damage to other units, the common elements, the property, or any part of them that results from such alterations, additions, or improvements. An owner may make alterations to the front and rear entrances and adjoining sidewalks for the purpose of making a unit handicap accessible with the approval of the Association.

d. Nuisances. No nuisances shall be permitted on the condominium property, nor shall any use or practice that is a source of annoyance to the residents or that interferes with the peaceful possession or proper use of the project by its residents be permitted.

e. Activities. No immoral, improper, offensive, or unlawful use shall be made of the condominium property or any part of it, and nothing shall be done or kept in any unit or on the common elements that would increase the insurance premiums for the project without written consent from the board. No co-owner shall permit anything to be done or kept in a unit or on the common elements that would result in the cancellation of insurance on any unit or on any part of the common elements or that would violate any law.

f. Signs. No signs, including political signs, banners, or advertising devices shall be displayed that are visible from the exterior of any unit or on the common elements, including "for sale" signs, without written permission from the association or the managing agent.

g. Aesthetics. No co-owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other articles outside a unit or inside the unit in a way that is visible from the outside of the unit, except for draperies, curtains, blinds, or shades of a customary type and appearance. Neither shall any co-owner paint or decorate the outside of a unit or install any radio or television antenna, window air conditioning unit, snap-in window divider, awning, or other equipment, fixtures, or items without written permission from the board or the managing agent. These restrictions shall not be construed to prohibit a co-owner from placing and maintaining outdoor furniture and decorative foliage of a customary type and appearance on the deck, porch or on the stoop that is a limited common element appurtenant to a unit. However, no furniture or other personal property shall be stored on any deck, porch or stoop that is visible from the common elements of the project during the winter season.

h. Weapons and Dangerous Devices. No co-owner shall use or permit any occupant, agent, tenant, invitee, guest, or family member to use any firearms, air rifles, pellet guns, BB guns, bows and arrows, fireworks, or other dangerous weapons, projectiles, or devices anywhere on or around the condominium premises.

i. Pets. No animal, excepting two or fewer common domesticated household pets, shall be kept and maintained by any Co-owner unless specifically approved in writing by the Association. No animal may be kept or bred for any commercial purpose. Any animal shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, limited or general. No exotic animal, savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and attorney fees) which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefore, and the Association may access and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article V hereof. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article V on these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals

within the Condominium. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals, including the limitation concerning the number, size, and weight of pets kept, as it may deem proper. The Association may, after notice and hearing, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The term "animal" or "pet" as used in this Section shall not include small domesticated animals which are constantly caged, such as small birds or fish. No ferrets shall be allowed on the condominium premises.

j. Recreational Vehicles, Trailers, Boats, Motorcycles, Snowmobiles, All Terrain Vehicles.

Snowmobiles, ATV's, mortorcycles, recreational vehicles, boats, personal watercrafts, trailers or commercial vehicles shall not be parked or stored on the condominium property, without written approval from the association, for more than 24 hours unless parked in a garage.

Snowmobiles, all terrain vehicles and other motorized recreational vehicles shall not be operated on the condominium property. Motorcycles may be operated on the private roads but not in other common areas.

Snowmobiles, all terrain vehicles, personal watercraft and other motorized recreational vehicles may be stored in garages only. No maintenance or repair shall be performed on any vehicle or boat except minor repairs that do not generate excessive noise and are conducted within a garage or unit where it is totally isolated from public view.

k. Parking of Vehicles. No more than two automobiles shall be kept outside a closed garage on the condominium property by persons residing in a unit. No automobiles or other vehicles that are not duly licensed, insured and in good operating condition shall be kept or permitted on the condominium property. No overnight parking on the streets shall be allowed. Guest parking areas, other than driveways, are designated on the site plan and no parking signs shall be erected on the streets.

l. Guest Parking Areas. The Guest Parking Areas designated on the Condominium Subdivision Plan are to be used for short term parking of motor vehicles owned by guests and invitees of the co-owners.

m. Exterior Lighting. All exterior building lighting shall be low impact mounted fixtures. The light shall be directed toward and confined to the ground areas of lawns, driveways, walks, porches and stoops. Ballard lights are

permitted to illuminate driveways and pedestrian use areas. The developer may install a street lighting system. In addition, all exterior garage lights shall be regulated with timers so that they are energized after sunset so as to provide lighting for the condominiums.

n. Basketball. No basketball rims and backboards may be attached to a Unit. Portable basketball poles, rims and backboards shall be stored in the garage area at nighttime. No basketball shooting, dribbling or games shall be played after sunset.

o. Common Elements Storage. The common elements shall not be used to store supplies or personal property (except garages and other areas specifically designated for this purpose). In general, no activity or condition shall be allowed in any unit or on the common elements that would spoil the pleasing aesthetic appearance of the condominium.

p. Trash and Refuse. Trash and refuse shall be placed only in trash receptacles to be located and kept in the garages of the units. Trash and refuse receptacles and large items discarded shall be placed at curbside for pickup no earlier than sundown of the day preceding regularly scheduled pickup day. The Association shall arrange for normal household refuse and trash pickup with a single waste disposal company but the cost shall not be included in the association dues until the Board of Directors decides to do otherwise.

q. Garage Doors. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to and from the garage.

r. Interpretation and Arbitration of Disputes. In the absence of an election to arbitrate pursuant to Article X of these Bylaws, a dispute or question whether a violation of any specific regulation or restriction in this article has occurred shall be submitted to the board of directors of the association, which shall conduct a hearing and render a written decision. The board's decision shall bind all owners and other parties that have an interest in the condominium project.

5. Rules of Conduct. The board may promulgate and amend reasonable rules and regulations concerning the use of condominium units and limited and general common elements. The board shall furnish copies of such rules and regulations to each co-owner at least 10 days before they become effective. Such rules and regulations may be revoked at any time by the affirmative vote of more than 66 percent of all co-owners, in number and in value.

6. Remedies on Breach. A default by a co-owner shall entitle the association to the following relief:

a. Failure to comply with any restriction on use and occupancy in these Bylaws or with any other provisions of the condominium documents shall be grounds for relief, which may include an action to recover sums due for damages, injunctive relief, the foreclosure of a lien, or any other remedy that the board of directors determines is appropriate as may be stated in the condominium documents, including the discontinuance of services on seven days' notice, the levying of fines against co-owners after notice and hearing, and the imposition of late charges for the nonpayment of assessments. All such remedies shall be cumulative and shall not preclude any other remedies.

b. In a proceeding arising because of an alleged default by a co-owner, it may recover the cost of the proceeding and actual attorney fees as the court may determine.

c. The failure of the association to enforce any provision of the condominium documents shall not constitute a waiver of the right of the association to enforce the provision in the future. An aggrieved co-owner may compel the enforcement of the condominium documents by an action for injunctive relief or damages against the association, its officers, or another co-owner in the project.

7. Use by the Developer. While a unit is for sale by the developer, the developer and its agents, employees, contractors, subcontractors, and their agents and employees may access any part of the project as is reasonably required for the purpose of the sale. Until all the units in the project have been sold by the developer and each unit is occupied by the purchaser, the developer may maintain a sales office, model dwellings, a business office, a construction office, trucks, other construction equipment, storage areas, and customary signs to enable the development and sale of the entire project. The developer shall restore all areas and equipment to habitable status when it is finished with this use.

#### ARTICLE VIII MORTGAGES

1. Mortgage of Condominium Units. Any co-owner who mortgages a condominium unit shall notify the association of the name and address of the mortgagee, and the association shall maintain such information in a book entitled "Mortgagees of units." At the written request of a mortgagee of any unit, the mortgagee may (a) inspect the records of the project during normal business hours, on reasonable notice; (b) receive a copy of the annual financial statement of the association, which is prepared for the association and distributed to the owners; and (c) receive written notice of all meetings of the association and designate a representative to attend all such meetings. However, the association's failure to fulfill any such request shall not affect the validity of any action or decision.

2. Notice of Insurance. The association shall notify each mortgagee appearing in the book of mortgagees of the name of each company insuring the condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and of the amounts of such coverage.

3. Rights of Mortgagees. Notwithstanding any other provision of the condominium documents, except as required by law, any first mortgage of record of a condominium unit is subject to the following provisions:

a. The holder of the mortgage is entitled, on written request, to notification from the association of any default by the mortgagor in the performance of the mortgagor's obligations under the condominium documents that is not cured within 30 days.

b. The holder of any first mortgage that comes into possession of a condominium unit pursuant to the remedies provided in the mortgage, deed, or assignment in lieu of foreclosure shall be exempt from any option, right of first refusal, or other restriction on the sale or rental of the mortgaged unit, including restrictions on the posing of signs pertaining to the sale or rental of the unit.

c. The holder of any first mortgage that comes into possession of a condominium unit pursuant to the remedies provided in the mortgage, deed, or assignment in lieu of foreclosure shall receive the property free of any claims for unpaid assessments or charges against the mortgaged unit that have accrued before the holder comes into possession of the unit (except for claims for a pro rata share of assessments or charges resulting from a pro rata reallocation of assessments charged to all units, including the mortgaged unit).

4. Addition Notification. When notice is to be given to a mortgagee, the board of directors shall also notify 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, or 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 received notice of the entity's participation.

#### ARTICLE IX LEASES

1. Notice of Leases. Any co-owner, including the developer, who desires to rent or lease a condominium unit for more than 30 consecutive days shall inform the association in writing at least 10 days before presenting a lease form to a prospective tenant and, at the same time, shall give the association a copy of the exact lease form for its review for

compliance with the condominium documents. No unit shall be rented or leased for less than 60 days without written consent from the association. If the developer proposes to rent condominium units before the transitional control date, it shall notify either the advisory committee or each co-owner in writing.

2. Terms of Leases. Tenants and non-co-owner occupants shall comply with the provisions of the condominium documents of the project, and all lease and rental agreements shall state this condition.

3. Remedies. If the association determines that any tenant or non-co-owner occupant has failed to comply with the provisions of the condominium documents, the association may take the following actions:

a. The association shall notify the co-owner by certified mail addressed to the co-owner at the co-owner's last known residence of the alleged violation by the tenant.

b. The co-owner shall have 15 days after receiving the notice to investigate and correct the alleged breach by the tenant or to advise the association that a violation has not occurred.

c. If, after 15 days, the association believes that the alleged breach has not been cured or might 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 another action) against the co-owner and the tenant or non-co-owner occupant for breach of the provisions of the condominium documents. The relief stated in this provision may be by summary proceeding. The association may hold both the tenant and the co-owner liable for any damages to the general common elements caused by the co-owner or the tenant.

4. Assessments. When a co-owner is in arrears to the association for assessments, the association may notify any tenant occupying a co-owner's unit under a lease or rental agreement of the arrearage in writing. After receiving such a notice, the tenant shall deduct from rental payments due to the co-owner the full arrearage and future assessments as they fall due and shall pay them to the association. Such deductions shall not be a breach of the rental agreement or lease.

#### ARTICLE X ARBITRATION

1. Submission to Arbitration. Any dispute, claim, or grievance relating to the interpretation or application of the Master Deed, Bylaws, or other condominium documents among co-owners or between owners and the association may, on the election and written consent of the parties to the dispute, claim, or grievance and written notice to the association, be submitted to

arbitration by the arbitration association. The parties shall accept the arbitrator's award as final and binding. All arbitration under these Bylaws shall proceed in accordance with MCLA 600.5001 et seq., MSA 27A.5001 et seq. and applicable rules of the arbitration association.

2. Disputes Involving the Developer. A contract to settle by arbitration may also be signed by the developer and any claimant with a claim against the developer that may be the subject of a civil action, subject to the following conditions:

a. At the exclusive option of a purchaser, co-owner, or person occupying a restricted unit in the project, the developer shall sign a contract to settle by arbitration a claim that may be the subject of a civil action against the developer that involves less than \$2,500.00 and relates to a purchase agreement, condominium unit, or the project.

b. At the exclusive option of the association of co-owners, the developer shall sign a contract to settle by arbitration a claim that may be the subject of a civil action against the developer that relates to the common elements of the project and involves less than \$10,000.00.

3. Preservation of Rights. The election of a co-owner or the association to submit a dispute, claim, or grievance to arbitration shall preclude that party from litigating the dispute, claim, or grievance in the courts. However, except as otherwise stated in this article, no interested party shall be precluded from petitioning the courts to resolve a dispute, claim, or grievance in the absence of an election to arbitrate.

#### ARTICLE XI MISCELLANEOUS PROVISIONS

1. Severability. If any of the provisions of these Bylaws or any condominium document are held to be partially or wholly invalid or unenforceable for any reason, that holding shall not affect, alter, or impair any of the other provisions of these documents or the remaining part of any provision that is held to be partially invalid or unenforceable. In such an event, the documents shall be construed as if the invalid or unenforceable provisions were omitted.

2. Notices. Notices provided for in the Michigan Condominium Act, the Master Deed, and the Bylaws shall be in writing and shall be addressed to the association at 6755 Schultz Road, Alpena, Michigan 49707 or to the co-owner at the address stated in the deed of conveyance, or to either party at a subsequently designated address. The association may designate a different address by notifying all co-owners in writing. Any co-



owner may designate a different address by notifying the association in writing. Notices shall be deemed delivered when they are sent by United States Mail with the postage prepaid or when they are delivered in person.

3. Amendments. These Bylaws may be amended or repealed only in the manner stated in Article IX of the Master Deed.



SURVEYOR/ENGINEER

DESIGN, INC.  
7011 GRAND RIVER  
BRIGHTON, MI 48114  
(810) 227-9533

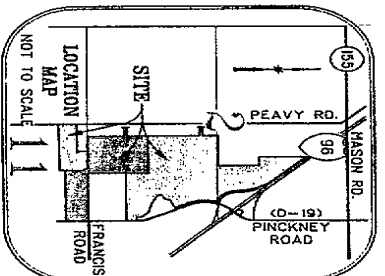
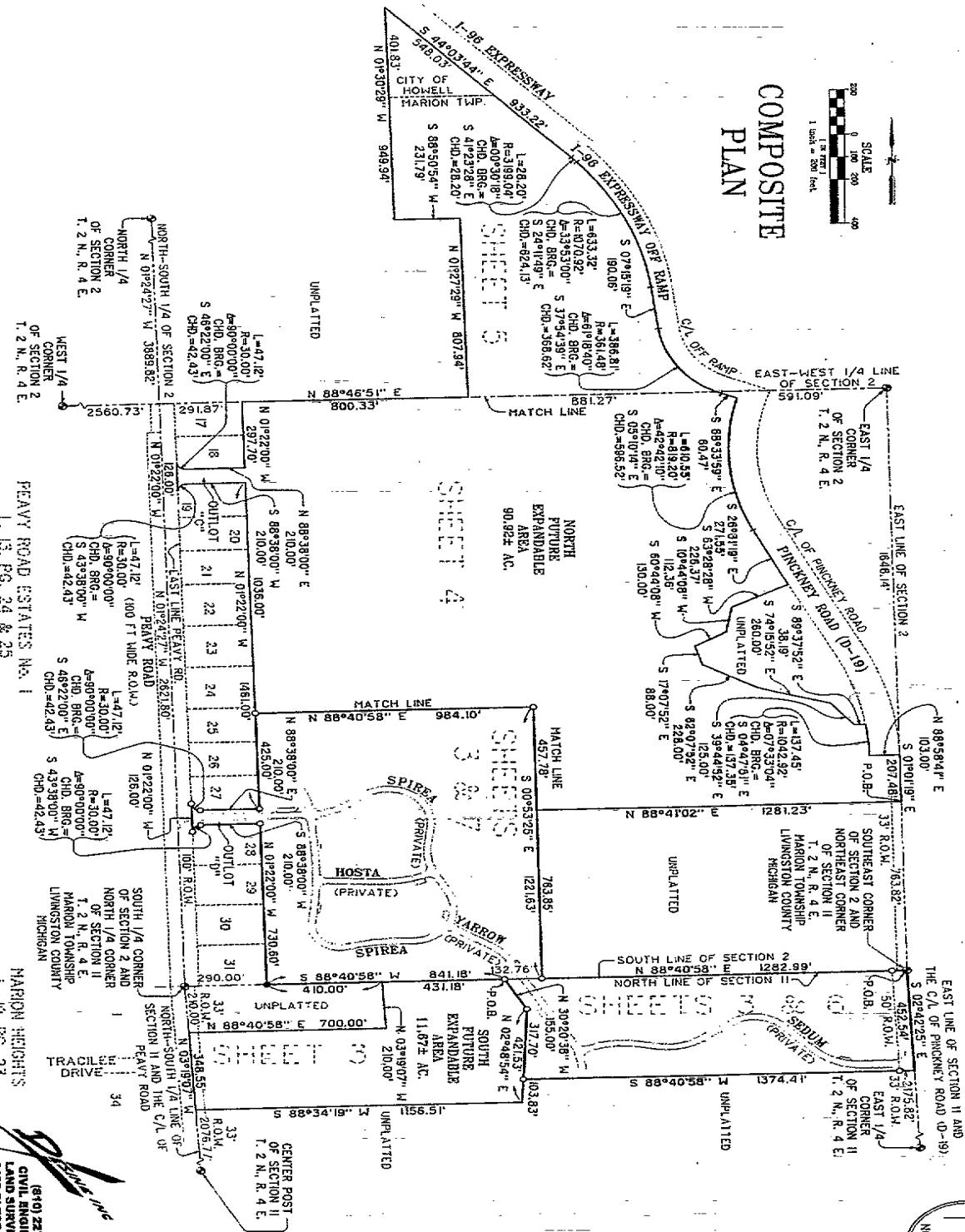
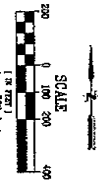
OWNER/DEVELOPER  
MITCH HARRIS BUILDING COMPANY  
211 NORTH FIRST STREET  
BRIGHTON, MI 48116  
(810) 228-7838

EXHIBIT "B" TO THE MASTER DEED OF

# THE MEADOWS CONDOMINIUM

PART OF THE SOUTHEAST 1/4 OF SECTION 2 AND PART OF THE NORTHEAST 1/4 OF SECTION 11  
TOWN 2 NORTH, RANGE 4 EAST, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN  
LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 232

## COMPOSITE PLAN



### LEGEND

ALL DIMENSIONS ARE IN FEET.  
ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.  
THE SYMBOL "O" INDICATES A 4 IN. R.O.N ROD ENCASED IN A 4 IN. X 3/8 IN. CONCRETE HOUMENT.  
THE SYMBOL "•" INDICATES A FOUND CONCRETE HOUMENT.  
BEARINGS ARE BASED ON THE PLAT OF "PEAVY ROAD ESTATES NO. 1" LIBER 13 OF PLATS, PAGES 24 & 25, LIVINGSTON COUNTY RECORDS.  
— BOUNDARY LINE

(810) 227-4833  
CIVIL ENGINEERS  
LAND SURVEYORS  
PROFESSIONAL SURVEYOR NO. 38119  
MICHIGAN  
AUG 14 2001  
SHEET 2  
OF 16



Mitchell L. Lukonicz  
PROFESSIONAL SURVEYOR NO. 38119

MARION HEIGHTS  
L. 13, PG. 24 & 25

PEAVY ROAD ESTATES NO. 1  
L. 13, PG. 24 & 25

SOUTH 1/4 CORNER OF SECTION 2 AND NORTH 1/4 CORNER OF SECTION 11 T. 2 N., R. 4 E. MARION TOWNSHIP LIVINGSTON COUNTY MICHIGAN

EAST 1/4 CORNER OF SECTION 2 T. 2 N., R. 4 E.

EAST 1/4 CORNER OF SECTION 2 T. 2 N., R. 4 E.

EAST 1/4 CORNER OF SECTION 2 T. 2 N., R. 4 E.

EAST 1/4 CORNER OF SECTION 2 T. 2 N., R. 4 E.

EAST 1/4 CORNER OF SECTION 2 T. 2 N., R. 4 E.

EAST 1/4 CORNER OF SECTION 2 T. 2 N., R. 4 E.

EAST 1/4 CORNER OF SECTION 2 T. 2 N., R. 4 E.

**OWNER/DEVELOPER**  
**ALTC HARRIS BUILDING COMPANY**  
 211 NORTH FIRST STREET  
 BRIGHTON, MI 48116  
 (810) 227-7838

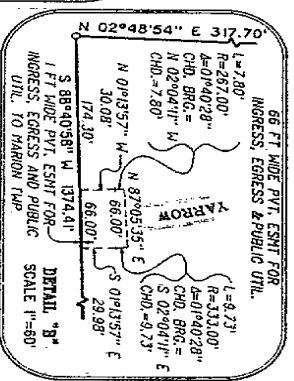
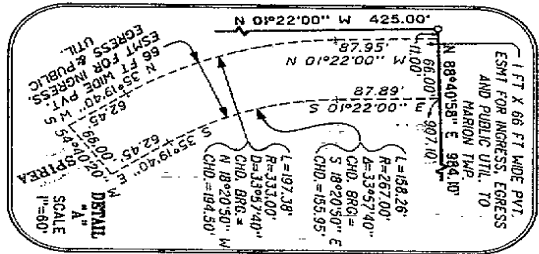
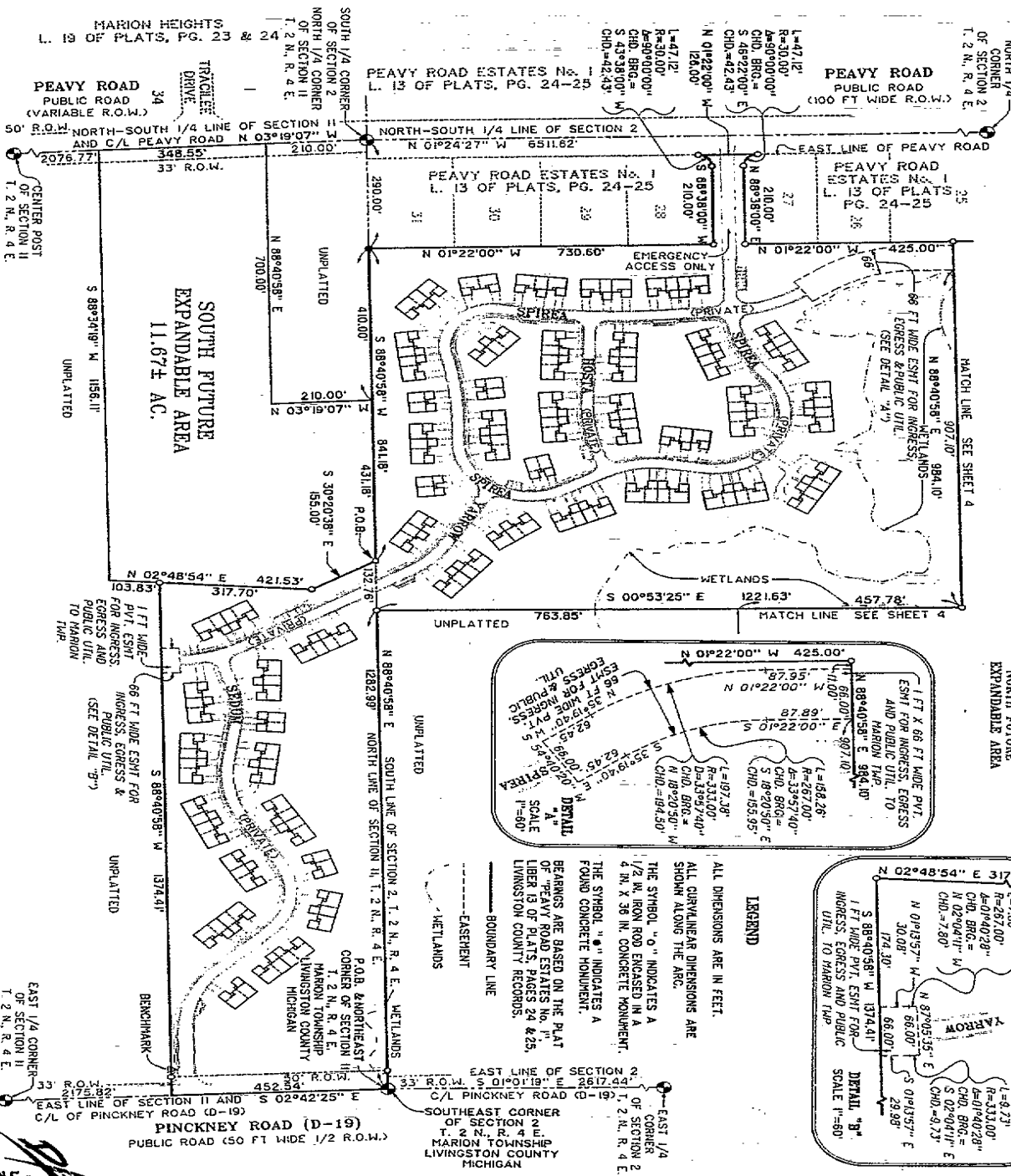
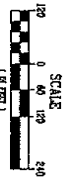
**SURVEYOR/ENGINEER**  
 JESSIE INC.  
 2183 PLESS DRIVE  
 BRIGHTON, MI 48114-9469  
 (810) 227-9633

# THE MEADOWS CONDOMINIUM

EXHIBIT "B" TO THE MASTER DEED OF

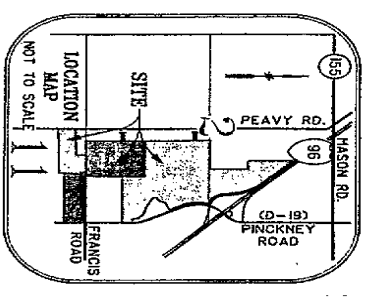
PART OF THE SOUTHEAST 1/4 OF SECTION 2 AND PART OF THE NORTHEAST 1/4 OF SECTION 11  
 TOWN 2 NORTH, RANGE 4 EAST, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN  
 LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 232

## SURVEY PLAN



### LEGEND

- ALL DIMENSIONS ARE IN FEET.
- ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.
- THE SYMBOL "O" INDICATES A 1/2" W. IRON ROD ENCASED IN A 4" X 36" IN. CONCRETE MONUMENT.
- THE SYMBOL "M" INDICATES A FOUND CONCRETE MONUMENT.
- BEARINGS ARE BASED ON THE PLAT OF "PEAVY ROAD ESTATES No. 1, LIBER 13 OF PLATS, PAGES 24 & 25, LIVINGSTON COUNTY RECORDS."
- BOUNDARY LINE
- EASEMENT
- WETLANDS



### NOTES:

- FLOOD INSURANCE RATE MAPS ISSUED BY FEDERAL EMERGENCY MANAGEMENT AGENCY ARE NOT AVAILABLE FOR MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN.
- THE ENTIRE GENERAL COMMON ELEMENT OF THIS CONDOMINIUM IS ENCUMBERED BY A PRIVATE EASEMENT FOR PUBLIC UTILITIES.
- ALL EASEMENTS OF RECORD LISTED ON COMMITMENT FOR TITLE INSURANCE ISSUED BY METROPOLITAN TITLE COMPANY, COMMITMENT No. L-295841, DATED: SEPTEMBER 16, 1997 AT 8:00 A.M. ARE SHOWN HEREON.

**BENCHMARK:**  
 PALE ROAD SPK IN THE NORTH FACE OF A 10" PINE LOCATED ALONG THE SOUTH LINE OF SUBJECT CONDOMINIUM AND 702 FEET WEST OF CENTERLINE OF PINCKNEY ROAD (D-19) (N.G.V.D. OF 1929)

**SURVEYOR'S CERTIFICATE**

I, HARRIS L. LUKOWICZ, a Professional Surveyor of the State of Michigan, hereby certify that the development plan known as "THE MEADOWS CONDOMINIUM", Livingston County Condominium Subdivision Plan No. 232, is a true and correct representation of the survey on the ground made under my direction. That there are no existing visible encroachments upon the land 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. 59 of the Public Acts of 1978 unless otherwise stated within one year from the date of plan recording. That the corners of this survey, in which the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978, are noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.



HARRIS L. LUKOWICZ  
 PROFESSIONAL SURVEYOR No. 3819

APR 14, 2001

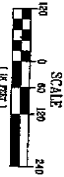
PROPOSED DATED SHEET 3 OF 16

SURVEYOR/ENGINEER

DESINE INC.  
2183 PLESS DRIVE  
BRIGHTON MI 48114-9483  
(810) 227-9633

OWNER/DEVELOPER

MATCH HARRIS BUILDING COMPANY  
211 NORTH FIRST STREET  
BRIGHTON, MI 48118  
(810) 228-7830



# THE MEADOWS CONDOMINIUM

EXHIBIT "B" TO THE MASTER DEED OF

PART OF THE SOUTHEAST 1/4 OF SECTION 2 AND PART OF THE NORTHEAST 1/4 OF SECTION 11  
TOWN 2 NORTH, RANGE 4 EAST, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

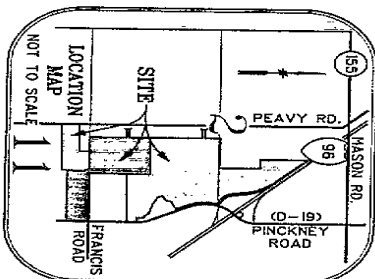
LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 232

## SURVEY PLAN

UNPLATTED

UNPLATTED

UNPLATTED



**NOTES:**

- 1) FLOOD INSURANCE RATE MAPS ISSUED BY FEDERAL EMERGENCY MANAGEMENT AGENCY ARE NOT AVAILABLE FOR MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN.
- 2) THE ENTIRE GENERAL COMMON ELEMENT OF THIS CONDOMINIUM IS ENCUMBERED BY A PRIVATE EASEMENT FOR PUBLIC UTILITIES.
- 3) ALL EASEMENTS OF RECORD LISTED ON COMMITMENT FOR TITLE INSURANCE ISSUED BY METROPOLITAN TITLE COMPANY, COMMITMENT No. L-245944, DATED SEPTEMBER 16, 1997 AT 8:00 A.M. ARE SHOWN HEREON.

**BENCHMARK:**

RAILROAD SPIKE IN THE NORTH FACE OF A 12" PINE LOCATED ALONG THE SOUTH LINE OF SUBJECT CONDOMINIUM AND 705 FEET WEST OF CENTERLINE OF PINCKNEY ROAD (D-19) ELEVATION: 921.21 (M.G.V.D. OF 1929)

**SURVEYOR'S CERTIFICATE**

I, HARRIS L. LUKOWICZ, a Professional Surveyor of the State of Michigan, hereby certify:  
That the development plan known as "THE MEADOWS CONDOMINIUM", Livingston County Condominium Subdivision as shown on the accompanying drawings, represents a survey on the ground made under my direction.  
That there are no existing visible 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. 59 of the Public Acts of 1978 unless otherwise placed within one year from the date of plan recordation.  
That the accuracy of this survey is within the limits required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.  
That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 142 of Act No. 59 of the Public Acts of 1978.



HARRIS L. LUKOWICZ  
PROFESSIONAL SURVEYOR No. 3819

(810) 227-9633  
PROPOSED DATED: APR 11, 2001  
SHEET 4 OF 16

PUBLIC ROAD (33 FT WIDE 1/2 R.O.W.)

PINCKNEY ROAD (D-19)

C/L OF PINCKNEY ROAD (D-19)

SOUTH BRANCH SHAWANEE RIVER (ALSO KNOWN AS MARION DRAIN)

MARION AND GENOA DRAIN No. 5

PEAVY ROAD (100 FT WIDE R.O.W.)

PEAVY ROAD

SOUTH 1/4 CORNER OF SECTION 2

NORTH-SOUTH 1/4 LINE OF SECTION 2

WEST 1/4 CORNER OF SECTION 2

EAST-WEST 1/4 LINE OF SECTION 2

EAST 1/4 CORNER OF SECTION 2

EAST LINE OF SECTION 2

EAST 1/4 CORNER OF SECTION 2

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EAST LINE OF SECTION 2

SURVEYOR/ENGINEER

DESIGN INC.  
2183 PLESS DRIVE  
BRIGHTON, MI 48114-9468  
(810) 227-9533

OWNER/DEVELOPER

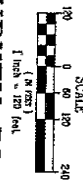
HITCH HARRIS BUILDING COMPANY  
211 NORTH FIRST STREET  
BRIGHTON, MI 48116  
(810) 228-7638

EXHIBIT "B" TO THE MASTER DEED OF

# THE MEADOWS CONDOMINIUM

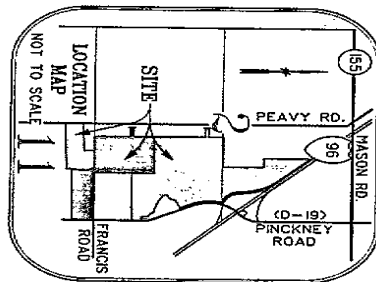
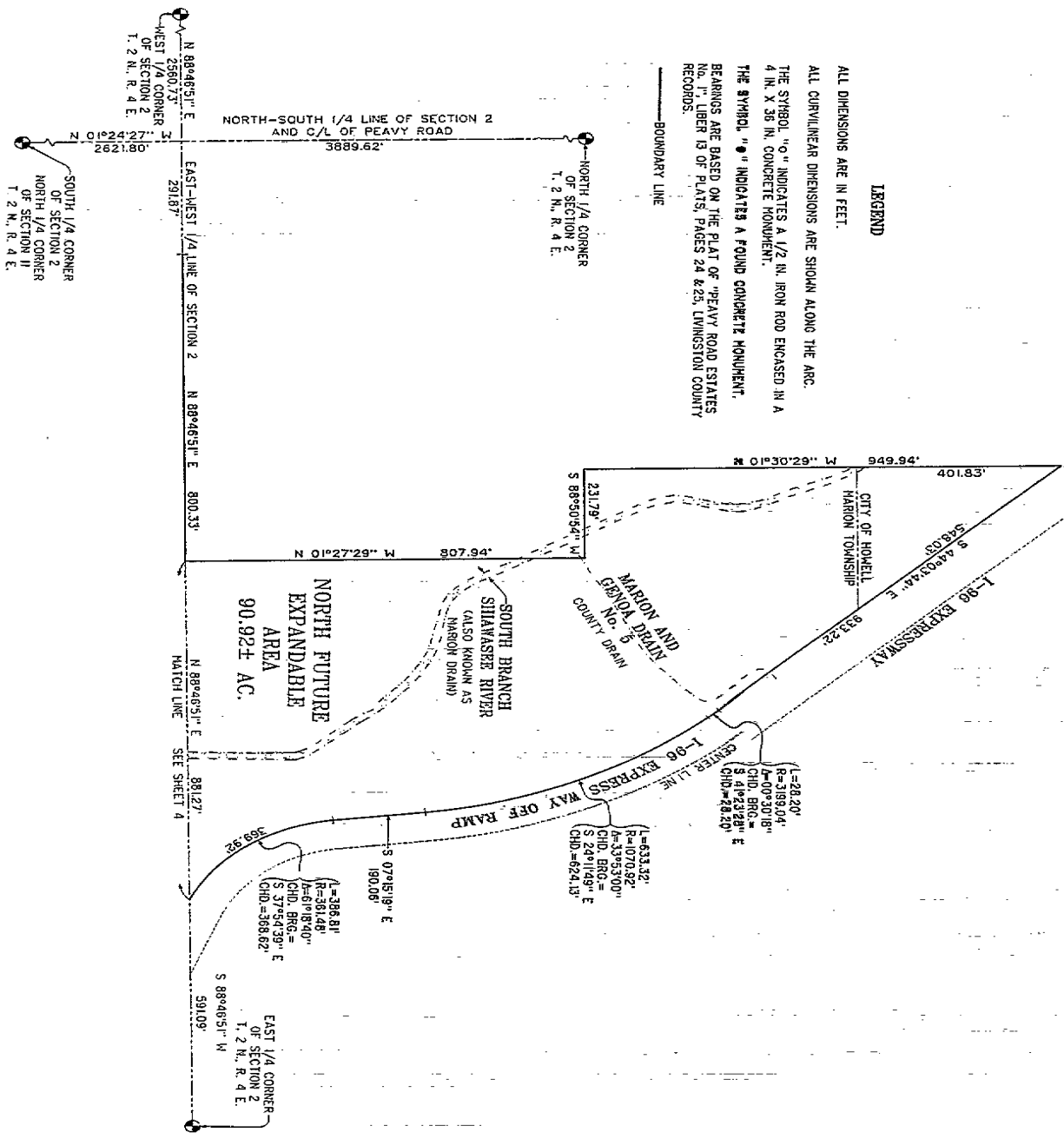
PART OF THE SOUTHEAST 1/4 OF SECTION 2 AND PART OF THE NORTHEAST 1/4 OF SECTION 11  
TOWN 2 NORTH, RANGE 4 EAST, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN  
LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 232

## SURVEY PLAN



### LEGEND

- ALL DIMENSIONS ARE IN FEET.
- ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.
- THE SYMBOL "O" INDICATES A 1/2 IN. IRON ROD ENCASED IN A 4 IN. X 36 IN. CONCRETE MONUMENT.
- THE SYMBOL "●" INDICATES A ROUND CONCRETE MONUMENT.
- BEARINGS ARE BASED ON THE PLAT OF "PEAVY ROAD ESTATES No. 1", LIBER 13 OF PLATS, PAGES 24 & 25, LIVINGSTON COUNTY RECORDS.
- BOUNDARY LINE



NOTES:  
1) FLOOD INSURANCE RATE MAPS ISSUED BY FEDERAL EMERGENCY MANAGEMENT AGENCY ARE NOT AVAILABLE FOR MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN.

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

3) ALL EASEMENTS OF RECORD LISTED ON COMMITMENT FOR TITLE INSURANCE ISSUED BY METROPOLITAN TITLE COMPANY, COMMITMENT No. L-245841, DATED: SEPTEMBER 16, 1997 AT 8:00 A.M. ARE SHOWN HEREON.

BENCHMARK:  
RAILROAD SPIKE IN THE NORTH FACE OF A 18" PINE LOCATED ALONG THE SOUTH LINE OF SUBJECT CONDOMINIUM AND 70± FEET WEST OF CENTERLINE OF PINECREAKY ROAD (D-19) ELEVATION: 921.21 (N.G.V.D. OF 1929)

**SURVEYOR'S CERTIFICATE**  
I, HARRISZ L. LUKONICZ, a Professional Surveyor of the State of Michigan, hereby certify that the development plan known as "THE MEADOWS CONDOMINIUM", Livingston County Condominium Subdivision Plan No. 232, as shown on the accompanying drawings, represents a survey on the ground made under my direction. That there are no existing visible 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 442 of Act No. 59 of the Public Acts of 1978 unless otherwise placed within one year from the date of plan recordation. That the accuracy of this survey is within the limits required by the rules promulgated under Section 442 of Act No. 59 of the Public Acts of 1978. That the bearings, as shown, are noted on the survey plans as required by the rules promulgated under Section 442 of Act No. 59 of the Public Acts of 1978.

HARRISZ L. LUKONICZ  
PROFESSIONAL SURVEYOR No. 3819  
AUG 14 2001  
PROPOSED DATED SHEET 5 OF 16  
BRIGHTON, MICHIGAN 48114



SURVEYOR/ENGINEER

DESIGN INC.  
2183 PLESS DRIVE  
BRIGHTON, MI 48114-9463  
(810) 227-9533

OWNER/DEVELOPER

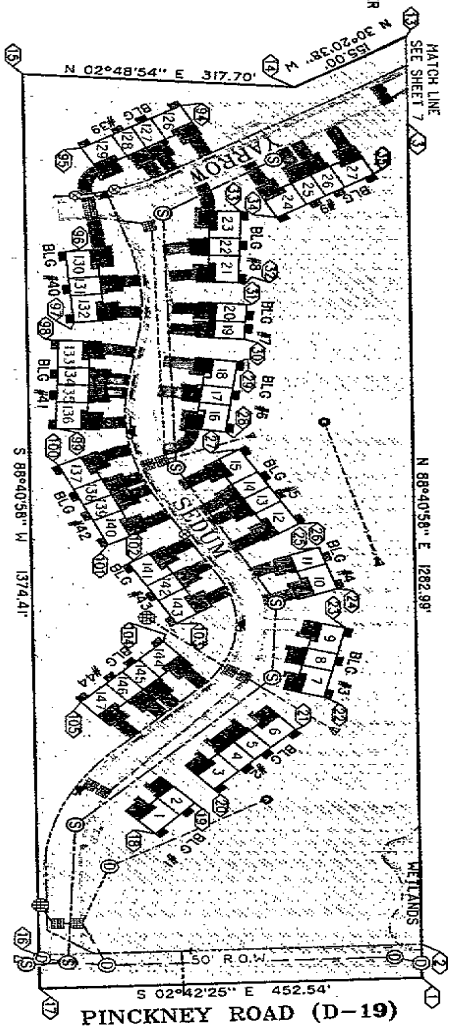
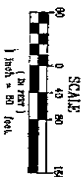
HATCH HARRIS BUILDING COMPANY  
211 NORTH FIRST STREET  
BRIGHTON, MI 48116  
(810) 229-7838

EXHIBIT "B" TO THE MASTER DEED OF

# THE MEADOWS CONDOMINIUM

PART OF THE SOUTHEAST 1/4 OF SECTION 2 AND PART OF THE NORTHEAST 1/4 OF SECTION 11  
TOWN 2 NORTH, RANGE 4 EAST, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN  
LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 232

## SITE & UTILITY PLAN



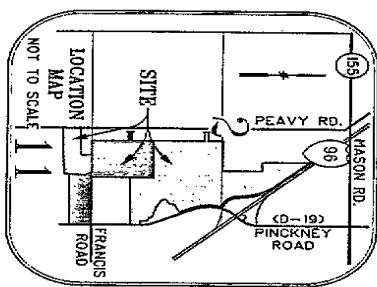
### LEGEND

- STORM SEWERS, WATER MAIN, SANITARY SEWER AND ROADS MUST BE BUILT. UNITS 1 THROUGH 147 NEED NOT BE BUILT.
- ROAD WATER MAIN, SANITARY AND STORM SEWERS PER ENGINEERING PLANS PREPARED BY DESNE INC.
- LOCATIONS OF ELECTRIC, TELEPHONE, CABLE T.V. AND NATURAL GAS UTILITY LINES WILL BE SHOWN ON AS-BUILT PLANS.

- ⑤ SANITARY MANHOLE
- 8"— SANITARY SEWER W/PIPE DIAMETER
- STORM DRAIN CONTROL STRUCTURE
- 8"— FLARED END SECTION
- ⊕ YARD BASIN
- ⊞ CATCH BASIN
- ⊙ STORM DRAIN MANHOLE
- 12"— STORM DRAIN PIPE W/PIPE DIAMETER
- ▲ FIRE HYDRANT
- ⊙ GATE VALVE
- 8"— WATER MAIN W/DIAMETER
- — — — — BOUNDARY LINE
- ⊙ COORDINATE POINTS

- ▨ GENERAL COMMON ELEMENT
- ▨ LIMITED COMMON ELEMENT
- ▨ UNIT AREA

- TYPICAL DIMENSIONS:
- DRIVEWAY WIDTH: 16 FEET
  - SIDEWALK WIDTH: 3 FEET
  - WOODEN DECK: 8 FEET X 12 FEET



### COORDINATE POINTS

PT#	NORTHING	EASTING
1	3976.28	14566.82
2	3975.63	14516.81
3	3947.29	13284.18
13	3944.24	13151.44
14	3810.47	13229.74
15	3493.15	13229.74
16	3523.60	14538.19
17	3482.74	14538.19
18	3565.77	14531.88
19	3702.88	14306.82
20	3724.85	14285.59
21	3880.24	14194.74
22	3853.29	14145.38
23	3877.69	14092.23
24	3867.44	13983.69
25	3845.22	13971.50
26	3821.64	13865.10
27	3740.68	13772.80
28	3733.96	13749.26
29	3766.89	13644.05
30	3764.59	13610.15
31	3767.28	13589.02
32	3740.19	13529.07
33	3747.29	13493.05
34	3781.54	13471.41
35	3905.46	13580.72
36	3876.35	13293.92
37	3961.85	13283.80
38	3944.84	13481.68
39	3955.74	13587.12
39	3938.28	13604.74
39	3938.42	13746.73
100	3940.04	13801.63
101	3997.99	13920.23
102	3822.00	13948.42
103	3878.98	14037.80
104	3863.89	14064.60
105	3868.40	14155.94

(810) 227-9533  
DESIGN INC.  
CIVIL ENGINEERS  
LAND SURVEYORS  
2183 PLESS DRIVE  
BRIGHTON, MI 48114-9463

PROPOSED DATED  
AUG 14 2001

HARRIS L. LIKOWICZ  
PROFESSIONAL SURVEYOR NO. 3819

MANUEL MARRAS  
REGISTERED PROFESSIONAL SURVEYOR  
NO. 3819

SHEET 6  
OF 16

SURVEYOR/ENGINEER

DESIGN INC.  
2183 PLESS DRIVE  
BRIGHTON, MI 48114-9469  
(810) 227-9833

OWNER/DEVELOPER

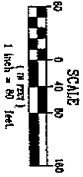
MITCH HARRIS BUILDING COMPANY  
211 NORTH FIRST STREET  
BRIGHTON, MI 48116  
(810) 228-7898

EXHIBIT "B" TO THE MASTER DEED OF

# THE MEADOWS CONDOMINIUM

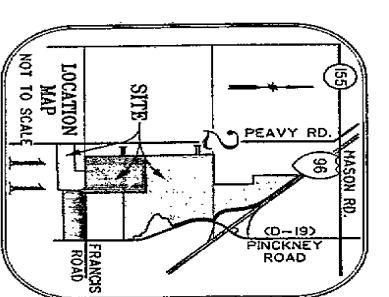
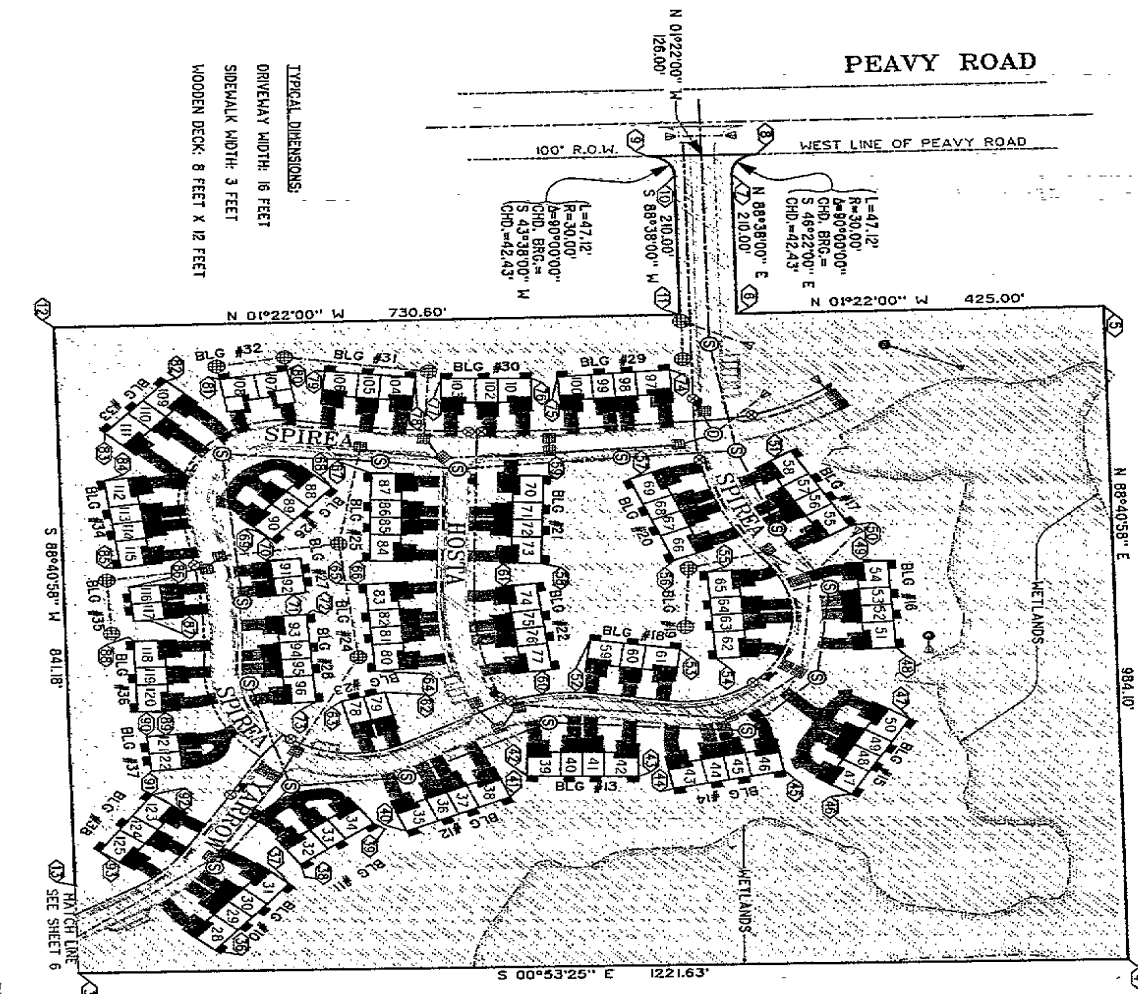
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LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 232

## SITE & UTILITY PLAN



COORDINATE POINTS  
PT. 7 NORTHING EASTING

1	3947.29	3284.16
2	3108.77	3283.16
3	5106.15	3281.34
4	4721.27	3281.48
5	4716.26	3281.54
6	4745.54	3281.53
7	4619.58	3283.84
8	4650.28	3283.11
9	4655.29	3283.05
10	3824.90	3210.48
11	3844.24	3151.44
12	4105.64	3250.22
13	4191.80	3150.22
14	4205.91	3152.01
15	4291.27	3105.16
16	4330.19	3107.00
17	4451.60	3108.55
18	4471.44	3097.09
19	4663.43	3088.25
20	4644.38	3100.10
21	4713.69	3079.72
22	4853.53	3105.23
23	4820.87	3091.76
24	4895.86	3078.90
25	4886.70	3063.22
26	4853.14	3050.78
27	4647.50	3082.00
28	4632.99	3070.27
29	4631.39	3071.73
30	4631.39	3071.73
31	4631.39	3071.73
32	4631.39	3071.73
33	4631.39	3071.73
34	4631.39	3071.73
35	4631.39	3071.73
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85	4631.39	3071.73
86	4631.39	3071.73
87	4631.39	3071.73
88	4631.39	3071.73
89	4631.39	3071.73
90	4631.39	3071.73
91	4631.39	3071.73
92	4631.39	3071.73
93	4631.39	3071.73



**LEGEND**

- 8" SANITARY SEWER W/PIPE DIAMETER
- STORM DRAIN CONTROL STRUCTURE
- FLARED END SECTION
- YARD BASIN
- CATCH BASIN
- STORM DRAIN MANHOLE
- 12" STORM DRAIN PIPE W/PIPE DIAMETER
- FIRE HYDRANT
- GATE VALVE
- 7" WATER MAIN W/DIAMETER
- BOUNDARY LINE
- COORDINATE POINTS
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- UNIT AREA

STORM SEWERS, WATER MAIN, SANITARY SEWER AND ROADS MUST BE BUILT. UNITS THROUGH 147 NEED NOT BE BUILT.

ROAD, WATER MAIN, SANITARY AND STORM SEWERS PER ENGINEERING PLANS PREPARED BY DESIGN INC.

LOCATIONS OF ELECTRIC, TELEPHONE, CABLE T.V. AND NATURAL GAS UTILITY LINES WILL BE SHOWN ON AS-BUILT PLANS.

**DESIGN INC.**  
(810) 227-9833  
2183 PLESS DRIVE  
BRIGHTON, MICHIGAN 48114

**PROPOSED DATED**  
APR 11 2001

**SHEET 7**  
OF 16

HANUSZ L. LUKONCZIK  
PROFESSIONAL SURVEYOR No. 38119



SURVEYOR/ENGINEER

DESINE INC.  
2183 PLESS DRIVE  
BRIGHTON, MI 48114-9463  
(910) 227-9633

# THE MEADOWS CONDOMINIUM

EXHIBIT "B" TO THE MASTER DEED OF

PART OF THE SOUTHEAST 1/4 OF SECTION 2 AND PART OF THE NORTHEAST 1/4 OF SECTION 11  
TOWN 2 NORTH, RANGE 4 EAST, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 232

OWNER/DEVELOPER

MITCH HARRIS BUILDING COMPANY  
211 NORTH FIRST STREET  
BRIGHTON, MI 48116  
(910) 229-7939

## BUILDING / UNIT TABLES

BUILDING No.	UNIT No.	UNIT TYPE	BUILDING TYPE
1	1	AR	A-11
	2	BLE	
	3	AR	
2	4	BLI	E-12
	5	BRI	
	6	AL	
	7	AR	
	8	BRI	
3	9	AL	D-12
	10	AR	
	11	BLE	
4	12	AR	E-12
	13	BLI	
	14	BRI	
	15	AL	
	16	AR	
5	17	BRI	D-12
	18	AL	
	19	BRE	
6	20	BLE	B-11
	21	AR	
7	22	BRI	D-12
	23	AL	
	24	AR	
	25	BLI	
	26	BRI	
8	27	AL	E-12
	28	AR	
	29	BLI	
9	30	BRI	D-12
	31	AL	
	32	AR	
	33	BRI	
	34	AL	
10	35	AR	E-12
	36	BLI	
	37	BRI	
	38	AL	
	39	AR	
11	40	BLI	E-12
	41	BRI	
	42	AL	

BUILDING No.	UNIT No.	UNIT TYPE	BUILDING TYPE
14	43	AR	E-12
	44	BLI	
	45	BRI	
15	46	AL	E-12
	47	AR	
	48	BLI	
	49	BRI	
	50	AL	
16	51	AR	E-12
	52	BLI	
	53	BRI	
17	54	AL	E-12
	55	AR	
	56	BLI	
	57	BRI	
	58	AL	
18	59	AL	D-12
	60	BRI	
	61	AR	
19	62	AL	E-12
	63	BRI	
	64	BLI	
	65	AR	
	66	AL	
20	67	BRI	E-12
	68	BLI	
	69	AR	
	70	AL	
	71	BRI	
21	72	BLI	E-12
	73	AR	
	74	AL	
	75	BRI	
	76	BLI	
22	77	AR	E-12
	78	BLE	
	79	BRE	
	80	AL	
	81	BRI	
23	82	BLI	B-11
	83	AR	
	84	AL	
24	85	BRI	E-12
	86	BLI	
	87	AR	
	88	AL	
	89	BRI	
25	90	AR	D-12
	91	BLE	
	92	BRE	
26	93	AL	B-11
	94	BLI	
	95	BLI	
	96	AR	
	97	AR	
27	98	BLI	E-12
	99	BRI	
	100	AL	
	101	AR	
	102	BRI	
28	103	AL	D-12
	104	AR	
	105	BRI	
29	106	AL	D-12
	107	AR	
	108	AL	
	109	AR	
	110	BRI	
30	111	AL	D-12
	112	AR	
	113	BLI	
31	114	BRI	E-12
	115	AL	
	116	BRE	
	117	BLE	
	118	AR	
32	119	BRI	D-12
	120	AL	
	121	BRE	
33	122	BLE	B-11
	123	AR	
	124	BRI	
	125	AL	
	126	AR	
34	127	BLI	E-12
	128	BRI	
	129	AL	
35	130	AR	D-12
	131	BRI	
	132	AL	
	133	AR	
	134	BLI	
36	135	BRI	E-12
	136	AL	
	137	AR	
37	138	BLI	E-12
	139	BRI	
	140	AL	
	141	AR	
	142	BRI	
38	143	AL	D-12
	144	AR	
	145	BLI	
39	146	BRI	E-12
	147	AL	
	148	AR	
	149	BLI	
	150	BRI	

BUILDING No.	UNIT No.	UNIT TYPE	BUILDING TYPE
25	84	AL	E-12
	85	BRI	
	86	BLI	
26	87	AR	E-12
	88	AL	
	89	BRI	
	90	AR	
	91	BLE	
27	92	BRE	B-11
	93	AL	
	94	BLI	
28	95	BLI	E-12
	96	AR	
	97	AR	
	98	BLI	
	99	BRI	
29	100	AL	E-12
	101	AR	
	102	BRI	
	103	AL	
	104	AR	
30	105	BRI	D-12
	106	AL	
	107	AR	
31	108	AL	C-11
	109	AR	
	110	BRI	
	111	AL	
	112	AR	
32	113	BLI	D-12
	114	BRI	
	115	AL	
33	116	BRE	B-11
	117	BLE	
	118	AR	
	119	BRI	
	120	AL	
34	121	BRE	D-12
	122	BLE	
	123	AR	
35	124	BRI	E-12
	125	AL	
	126	AR	
	127	BLI	
	128	BRI	
36	129	AL	D-12
	130	AR	
	131	BRI	
37	132	AL	E-12
	133	AR	
	134	BLI	
	135	BRI	
	136	AL	
38	137	AR	D-12
	138	BLI	
	139	BRI	
39	140	AL	E-12
	141	AR	
	142	BRI	
	143	AL	
	144	AR	
40	145	BLI	D-12
	146	BRI	
	147	AL	
41	148	AR	E-12
	149	BLI	
	150	BRI	
	151	AL	
	152	AR	
42	153	AR	D-12
	154	BLI	
	155	BRI	
43	156	AL	E-12
	157	AR	
	158	BLI	
	159	BRI	
	160	AL	
44	161	AR	D-12
	162	BRI	
	163	AL	

BUILDING No.	UNIT No.	UNIT TYPE	BUILDING TYPE
39	127	BLI	E-12
	128	BRI	
	129	AL	
40	130	AR	D-12
	131	BRI	
	132	AL	
	133	AR	
	134	BLI	
41	135	BRI	E-12
	136	AL	
	137	AR	
42	138	BLI	E-12
	139	BRI	
	140	AL	
	141	AR	
	142	BRI	
43	143	AL	D-12
	144	AR	
	145	BLI	
44	146	BRI	E-12
	147	AL	
	148	AR	
	149	BLI	
	150	BRI	

DESINE INC.  
CIVIL ENGINEERS  
LAND SURVEYORS  
2183 PLESS DRIVE

MARQUEZ L. LIKONICZ  
PROFESSIONAL SURVEYOR No. 38119  
PROPOSED DATED  
AUG 14, 2001

SHEET 8  
OF 16



SURVEYOR/ENGINEER  
 DESINE INC.  
 2183 PLESS DRIVE  
 BRIGHTON, MI 48114-9463  
 (810) 227-9533

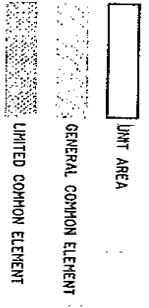
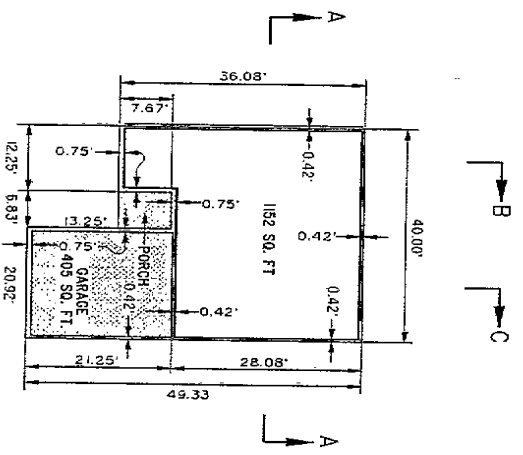
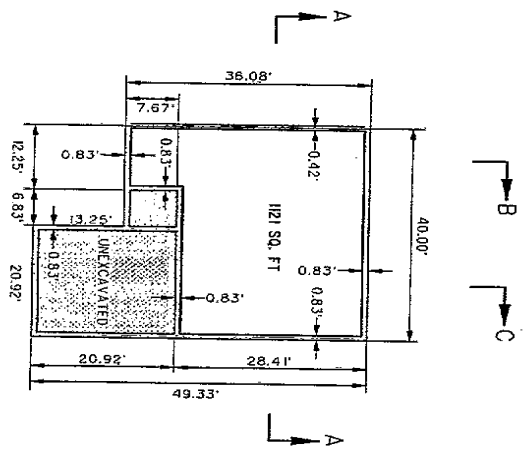
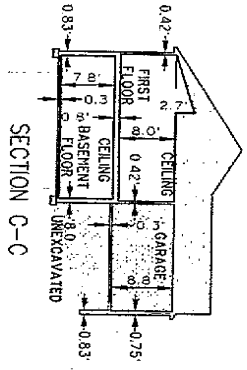
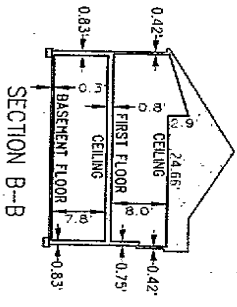
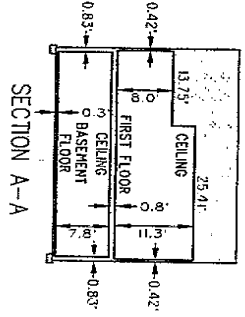
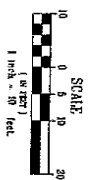
# THE MEADOWS CONDOMINIUM

EXHIBIT "B" TO THE MASTER DEED OF  
 PART OF THE SOUTHEAST 1/4 OF SECTION 2 AND PART OF THE NORTHEAST 1/4 OF SECTION 11  
 TOWN 2 NORTH, RANGE 4 EAST, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 232

OWNER/DEVELOPER  
 MITCH HARRIS BUILDING COMPANY  
 211 NORTH FIRST STREET  
 BRIGHTON, MI 48116  
 (810) 229-7030

## FLOOR PLAN AND PROFILE UNIT "AR" TYPICAL



ALL UNIT AREA LINES INTERSECT AT THE RIGHT ANGLES UNLESS OTHERWISE INDICATED.

FOUNDATION PLAN UNIT "AR"

FLOOR PLAN UNIT "AR"

(810) 227-9533  
 CIVIL ENGINEERS  
 LAND SURVEYORS  
 2183 PLESS DRIVE

MARILENE L. LIKOPICZ  
 PROFESSIONAL SURVEYOR No. 38119  
 APR 11 2011  
 PROPOSED DATED



SURVEYOR/ENGINEER  
 DESINE INC.  
 2183 PLESS DRIVE  
 BRIGHTON, MI 48114-0468  
 (810) 227-8533

# THE MEADOWS CONDOMINIUM

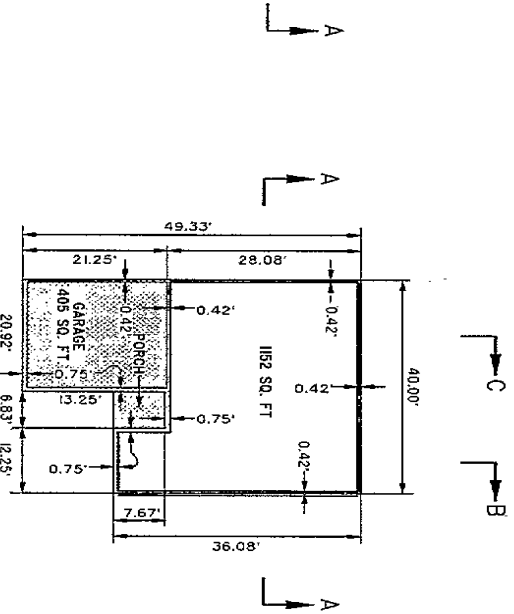
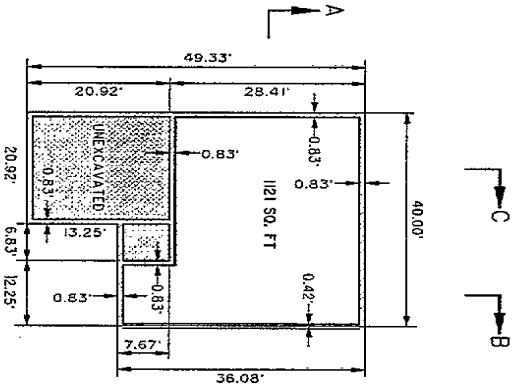
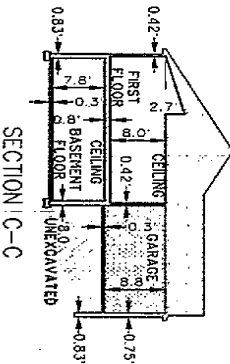
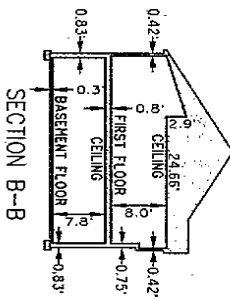
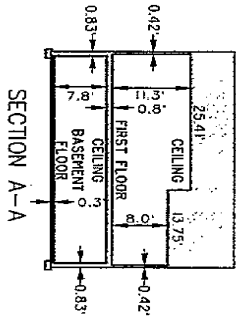
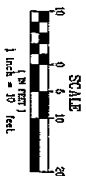
EXHIBIT "B" TO THE MASTER DEED OF

PART OF THE SOUTHEAST 1/4 OF SECTION 2 AND PART OF THE NORTHEAST 1/4 OF SECTION 11  
 TOWN 2 NORTH, RANGE 4 EAST, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 232

OWNER/DEVELOPER  
 MITCH HARRIS BUILDING COMPANY  
 211 NORTH FIRST STREET  
 BRIGHTON, MI 48116  
 (810) 229-7938

## FLOOR PLAN AND PROFILE UNIT "A1" TYPICAL



LEGEND

- UNIT AREA
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

ALL UNIT AREA LINES INTERSECT  
 AT THE RIGHT ANGLES UNLESS  
 OTHERWISE INDICATED.

FOUNDATION  
 PLAN  
 UNIT "A1"

FLOOR PLAN  
 UNIT "A1"

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



HARUSZ L. LUKOWICZ  
 PROFESSIONAL SURVEYOR No. 38119

APR 11 2001

PROPOSED DATED

SHEET 10  
 OF 16

SURVEYOR/ENGINEER  
 DESINE INC.  
 2183 PLESS DRIVE  
 BRIGHTON, MI 48114-9483  
 (810) 227-9533

# THE MEADOWS CONDOMINIUM

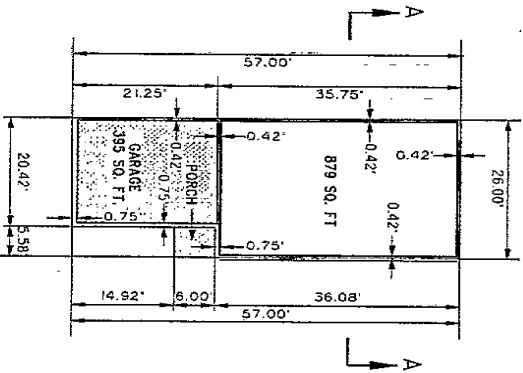
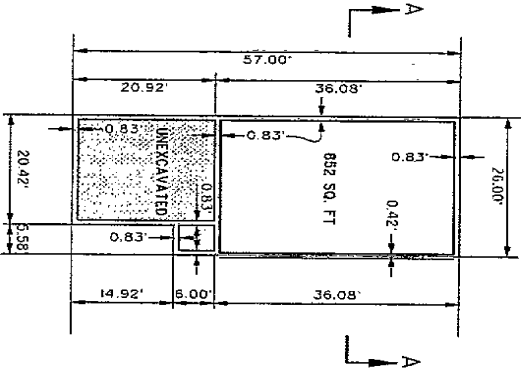
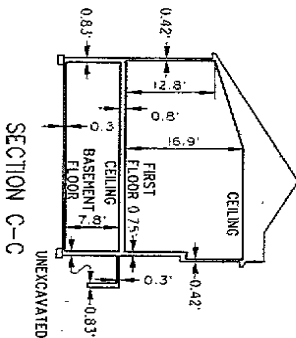
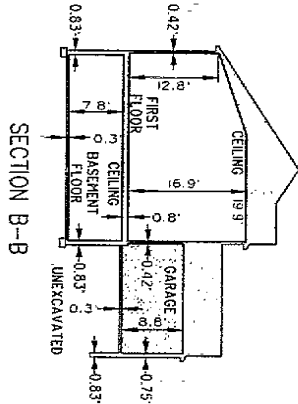
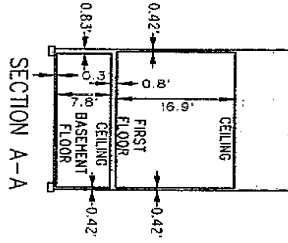
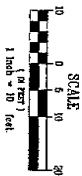
EXHIBIT "B" TO THE MASTER DEED OF

PART OF THE SOUTHEAST 1/4 OF SECTION 2 AND PART OF THE NORTHEAST 1/4 OF SECTION 11  
 TOWN 2 NORTH, RANGE 4 EAST, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 232

OWNER/DEVELOPER  
 MITCH HARRIS BUILDING COMPANY  
 211 NORTH FIRST STREET  
 BRIGHTON, MI 48116  
 (810) 229-7898

## FLOOR PLAN AND PROFILE UNIT "BLE" TYPICAL



- LEGEND**
- UNIT AREA
  - GENERAL COMMON ELEMENT
  - LIMITED COMMON ELEMENT

ALL UNIT AREA LINES INTERSECT AT THE RIGHT ANGLES UNLESS OTHERWISE INDICATED.

FOUNDATION PLAN  
 UNIT "BLE"

FLOOR PLAN  
 UNIT "BLE"



HARLUZ L. LUKOWICZ  
 PROFESSIONAL SURVEYOR No. 3819

APR 14 2001

PROPOSED DATED

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

SHEET 11  
 OF 16

SURVEYOR/ENGINEER  
 DESIRE INC.  
 2108 PLESS DRIVE  
 BRIGHTON, MI 48114-9463  
 (910) 227-9633

# THE MEADOWS CONDOMINIUM

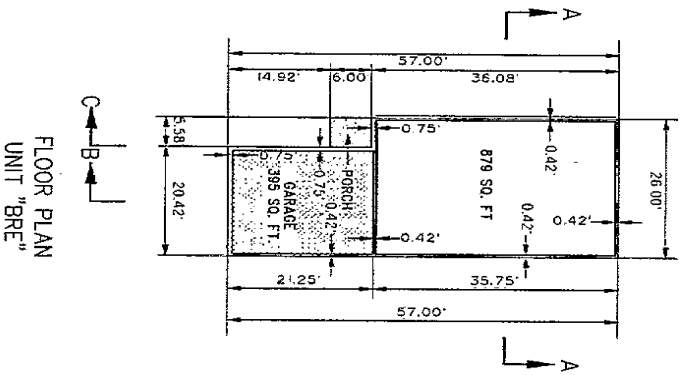
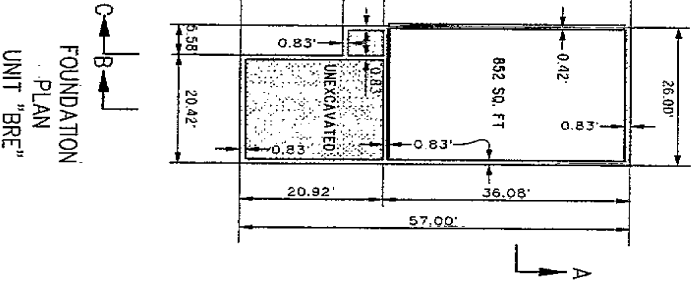
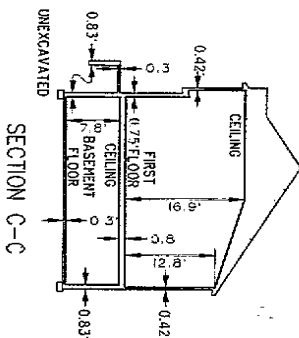
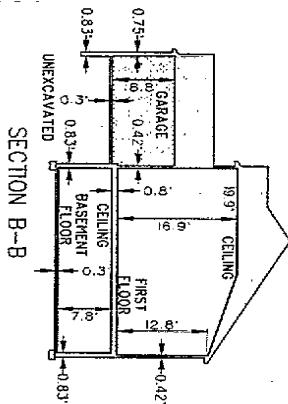
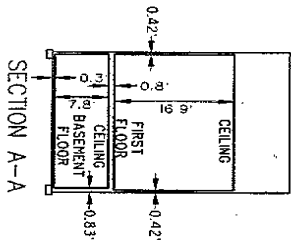
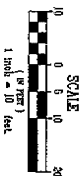
EXHIBIT "B" TO THE MASTER DEED OF

PART OF THE SOUTHEAST 1/4 OF SECTION 2 AND PART OF THE NORTHEAST 1/4 OF SECTION 11  
 TOWN 2 NORTH, RANGE 4 EAST, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 232

OWNER/DEVELOPER  
 MITCH HARRIS BUILDING COMPANY  
 211 NORTH FIRST STREET  
 BRIGHTON, MI 48116  
 (910) 228-7898

## FLOOR PLAN AND PROFILE UNIT "BRE" TYPICAL



- LEGEND
- [Solid Line] UNIT AREA
  - [Dotted Pattern] GENERAL COMMON ELEMENT
  - [Horizontal Line Pattern] LIMITED COMMON ELEMENT

ALL UNIT AREA LINES INTERSECT  
 AT THE RIGHT ANGLES UNLESS  
 OTHERWISE INDICATED.



Mariusz L. Lukowicz  
 PROFESSIONAL SURVEYOR No. 3819

DESIRE INC.  
 (910) 227-9533  
 CIVIL ENGINEERS  
 LAND SURVEYORS  
 2108 PLESS DRIVE  
 BRIGHTON, MICHIGAN 48114

AUG 14 2001  
 PROPOSED DATED  
 SHEET 12  
 OF 16

SURVEYOR/ENGINEER  
 DRSINE INC.  
 2183 PLESS DRIVE  
 BRIGHTON, MI 48114-9493  
 (810) 227-9533

# THE MEADOWS CONDOMINIUM

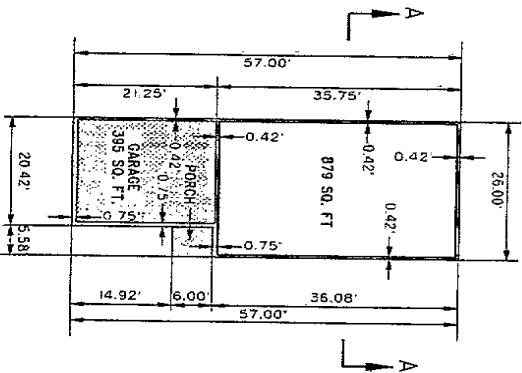
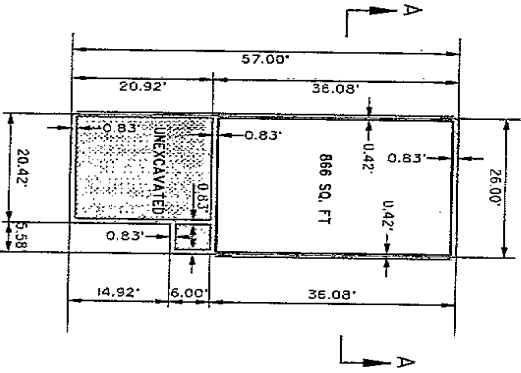
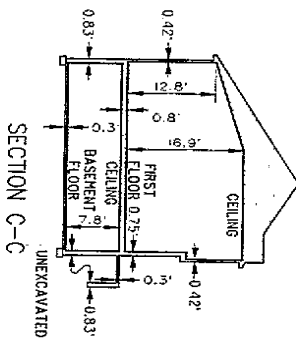
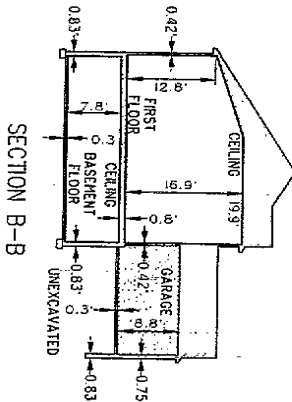
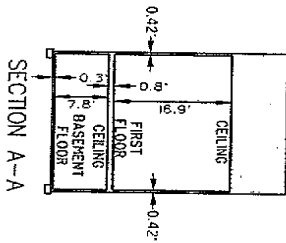
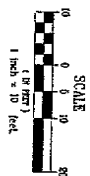
EXHIBIT "B" TO THE MASTER DEED OF

PART OF THE SOUTHEAST 1/4 OF SECTION 2 AND PART OF THE NORTHEAST 1/4 OF SECTION 11  
 TOWN 2 NORTH, RANGE 4 EAST, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 232

OWNER/DEVELOPER  
 MITCH HARRIS BUILDING COMPANY  
 211 NORTH FIRST STREET  
 BRIGHTON, MI 48116  
 (810) 229-7838

## FLOOR PLAN AND PROFILE UNIT "BL" TYPICAL



- LEGEND**
- UNIT AREA
  - GENERAL COMMON ELEMENT
  - LIMITED COMMON ELEMENT

ALL UNIT AREA LINES INTERSECT AT THE RIGHT ANGLES UNLESS OTHERWISE INDICATED.

FOUNDATION PLAN UNIT "BL"

FLOOR PLAN UNIT "BL"



MARUSZ L. LUKOWICZ  
 PROFESSIONAL SURVEYOR No. 3919

PROPOSED DATED  
 AUG 14 2001

(810) 227-9533  
 CIVIL ENGINEERS  
 LAND SURVEYORS  
 2183 PLESS DRIVE

SHEET 13  
 OF 16

SURVEYOR/ENGINEER  
 DESINE INC.  
 2183 PLESS DRIVE  
 BRIGHTON, MI 48114-0408  
 (810) 227-8933

# THE MEADOWS CONDOMINIUM

EXHIBIT "B" TO THE MASTER DEED OF

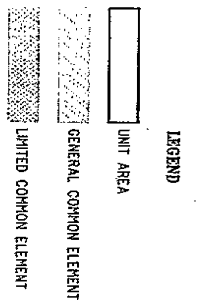
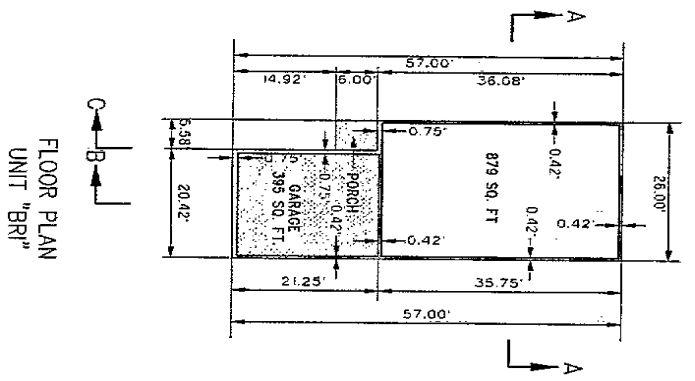
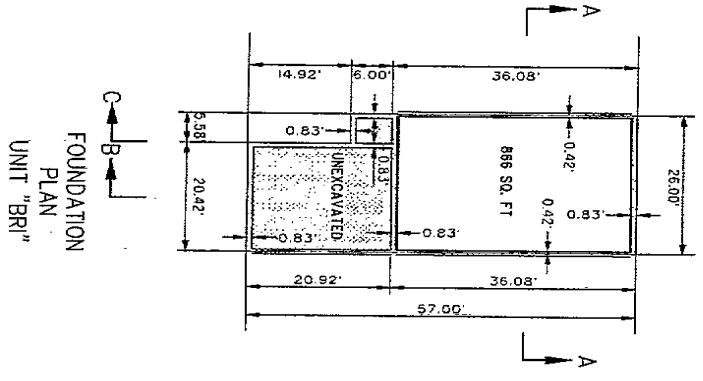
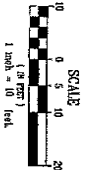
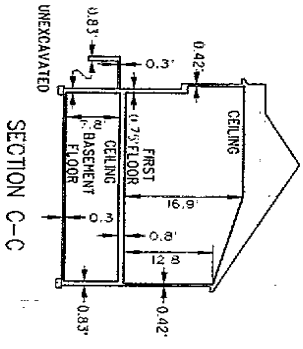
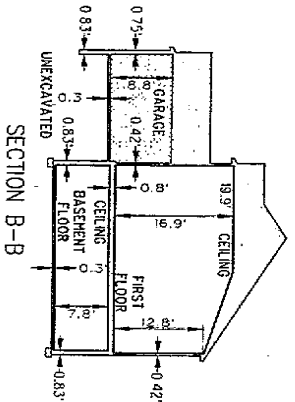
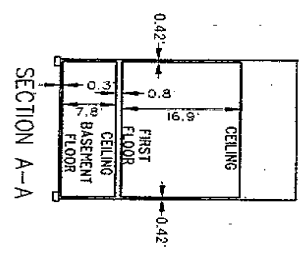
PART OF THE SOUTHEAST 1/4 OF SECTION 2 AND PART OF THE NORTHEAST 1/4 OF SECTION 11  
 TOWN 2 NORTH, RANGE 4 EAST, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 232

OWNER/DEVELOPER

MITCH HARRIS BUILDING COMPANY  
 211 NORTH FIRST STREET  
 BRIGHTON, MI 48116  
 (810) 229-7838

## FLOOR PLAN AND PROFILE UNIT "BRI" TYPICAL



ALL UNIT AREA LINES INTERSECT AT THE RIGHT ANGLES UNLESS OTHERWISE INDICATED.



MARUSZ L. LUKOWICZ  
 PROFESSIONAL SURVEYOR No. 3818  
 AUG 14 2001

FOUNDATION PLAN UNIT "BRI"

FLOOR PLAN UNIT "BRI"

(810) 227-9833  
 CIVIL ENGINEERS  
 LAND SURVEYORS  
 2183 PLESS DRIVE  
 BRIGHTON, MICHIGAN 48114  
 PROPOSED DATED  
 SHEET 14  
 OF 16

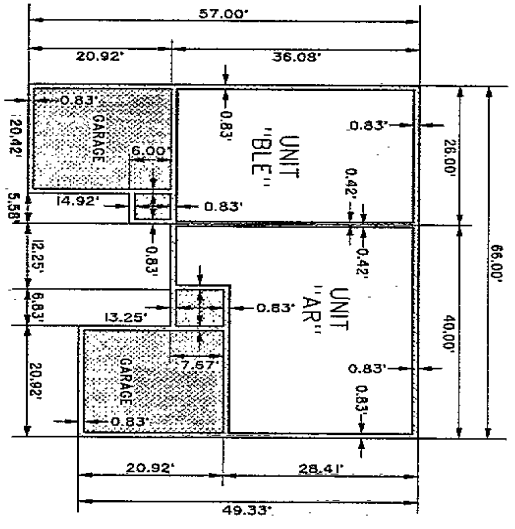
SURVYOR/ENGINEER  
 DESINE INC.  
 2103 PLESS DRIVE  
 BRIGHTON, MI 48114-9483  
 (910) 227-9533

# THE MEADOWS CONDOMINIUM

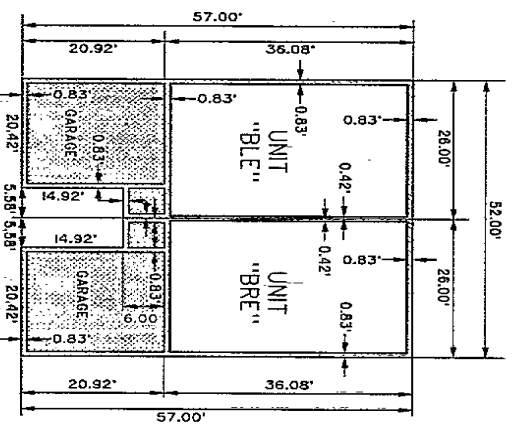
EXHIBIT "B" TO THE MASTER DEED OF  
 PART OF THE SOUTHEAST 1/4 OF SECTION 2 AND PART OF THE NORTHEAST 1/4 OF SECTION 11  
 TOWN 2 NORTH, RANGE 4 EAST, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN  
 LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 232

OWNER/DEVELOPER  
 MITCH HARRIS BUILDING COMPANY  
 211 NORTH FIRST STREET  
 BRIGHTON, MI 48116  
 (610) 229-7838

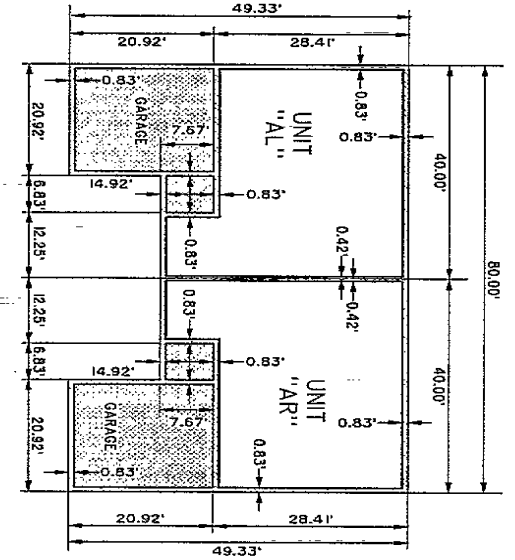
## "TWO-UNIT" BUILDINGS



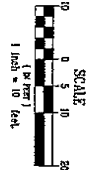
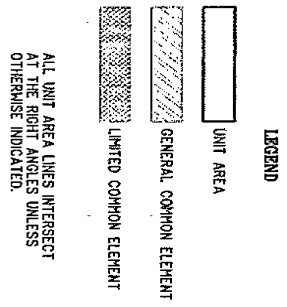
BUILDING "A" TYPICAL  
 (FOUNDATION PLAN)



BUILDING "B" TYPICAL  
 (FOUNDATION PLAN)



BUILDING "C" TYPICAL  
 (FOUNDATION PLAN)



(910) 227-9533  
 CIVIL ENGINEERS  
 LAND SURVEYORS  
 2103 PLESS DRIVE  
 BRIGHTON, MICHIGAN 48114

Mitch Harris Building Company

HARRIS L. LUKOMICZ  
 PROFESSIONAL SURVEYOR No. 38119

PROPOSED DATED  
 AUG 14 2001

SHEET 15  
 OF 16





SUPERVISOR/ENGINEER  
 DESINE INC.  
 2183 PLESS DRIVE  
 BRIGHTON, MI 48114-9488  
 (810) 227-8533

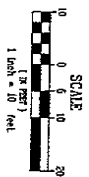
# THE MEADOWS CONDOMINIUM

PART OF THE SOUTHEAST 1/4 OF SECTION 2 AND PART OF THE NORTHEAST 1/4 OF SECTION 11  
 TOWN 2 NORTH, RANGE 4 EAST, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

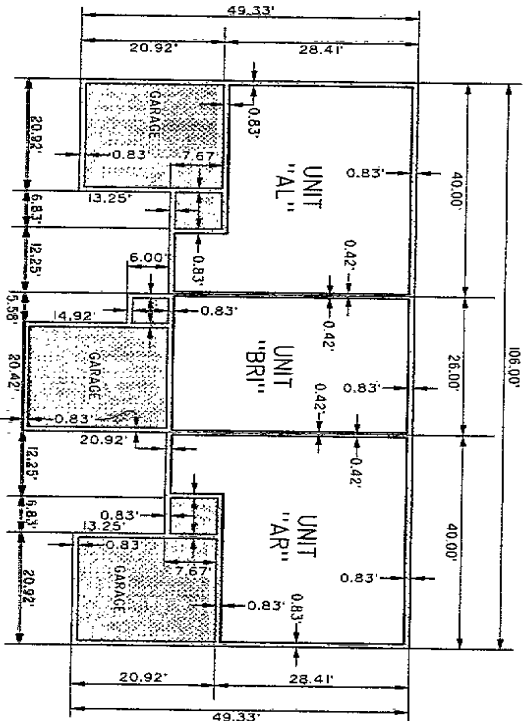
LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 232

"THREE-UNIT" & "FOUR-UNIT"  
 BUILDINGS

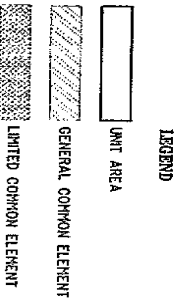
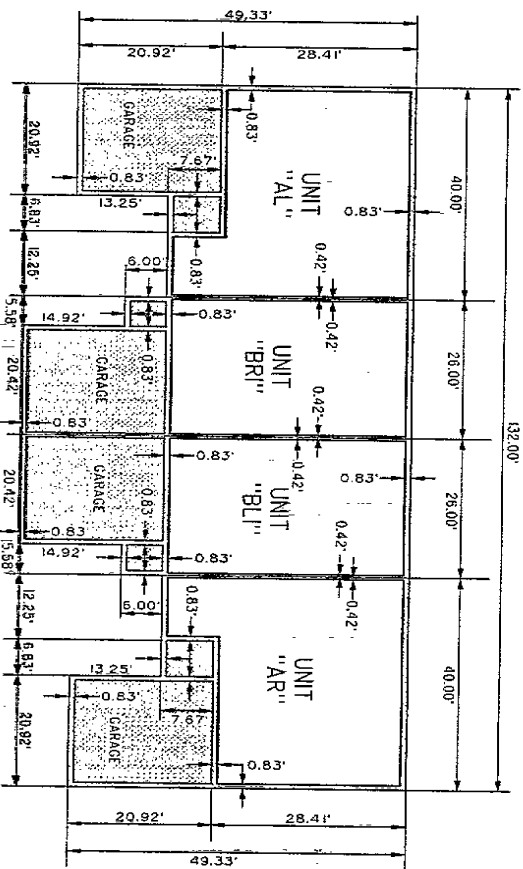
OWNER/DEVELOPER  
 MITCH HARRIS BUILDING COMPANY  
 211 NORTH FIRST STREET  
 BRIGHTON, MI 48116  
 (610) 228-7838



BUILDING "D" TYPICAL  
 (FOUNDATION PLAN)



BUILDING "E" TYPICAL  
 (FOUNDATION PLAN)



ALL UNIT AREA LINES INTERSECT  
 AT THE RIGHT ANGLES UNLESS  
 OTHERWISE INDICATED.

*DESINE INC.*

(810) 227-8533  
 CIVIL ENGINEERS  
 LAND SURVEYORS  
 2183 PLESS DRIVE

MARIUSZ L. LIKOWICZ  
 PROFESSIONAL SURVEYOR No. 38118  
 AUG 14 2001  
 PROPOSED DATED

SHEET 16  
 OF 16



# Michigan Department of Consumer and Industry Services

## Filing Endorsement

*This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT*

*for*

*THE MEADOWS CONDOMINIUM HOMEOWNERS ASSOCIATION*

*ID NUMBER: 771344*

*received by facsimile transmission on August 13, 2001 is hereby endorsed*

*Filed on August 13, 2001 by the Administrator.*

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



*In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 13th day of August, 2001.*

*, Director*

*Bureau of Commercial Services*

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

ARTICLES OF INCORPORATION OF  
THE MEADOWS CONDOMINIUM HOMEOWNERS ASSOCIATION

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

ARTICLE I

The name of the corporation is THE MEADOWS CONDOMINIUM HOMEOWNERS ASSOCIATION.

ARTICLE II

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

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

## Article II - continued

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

## ARTICLE III

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

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

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

## ARTICLE IV

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

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

## ARTICLE V

The name and address of the incorporator is as follows:

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

## ARTICLE VI

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

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

**ARTICLE VII**

The term of the corporation shall be perpetual.

**ARTICLE VIII**

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

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

**ARTICLE IX**

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

**ARTICLE X**

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

## ARTICLE XI

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

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

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

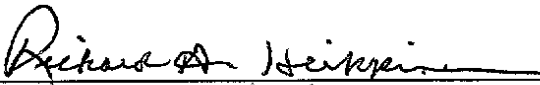
## ARTICLE XII

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

## ARTICLE XIII

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

Dated: August 13, 2001

  
Richard A. Heikkinen  
Incorporator