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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. 5485

6-27-01 Dianne H. Hardy
Dianne H. Hardy, Treasurer
Sec. 135 Act 206, 1893 as Amended
Taxes not examined

HOMESTEAD DENIALS NOT EXAMINED

141/2

MASTER DEED

MAPLE FARMS CONDOMINIUM

This Master Deed is made and executed on June 25, 2001 by MAPLE FARMS DEVELOPMENT, L.L.C., a Michigan Limited Liability Company ("Developer"), the address of which is 37801 Twelve Mile Road, Farmington Hills, Michigan 48331, in pursuance of the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended), here referred to as the "Act."

The Developer desires by recording this Master Deed, together with the Bylaws attached here as Exhibit A, with the Condominium Subdivision Plan attached here as Exhibit B and together with the Planned Unit Development Agreement between the Developer and Marion Township, attached here as Exhibit C (all three of which are incorporated here by reference and made a part of this document), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances, as a residential Condominium Project under the provisions of the Act.

The Developer does, upon recording, establish Maple Farms, as a Condominium Project under the Act and does declare that Maple Farms (here 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 manner utilized, subject to the provisions of the Act, and to be covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A, B and C attached here, 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, and its successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

Article I

Title and Nature

The Condominium Project shall be known as Maple Farms, Livingston County Condominium Subdivision Plan No. 222. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number,

10-04-200-016

boundaries, dimensions and area of each are set forth completely in the Condominium Subdivision Plan attached here as Exhibit B. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his or her Unit and shall have undivided and inseparable rights to share with other Co-owners the General Common Element of the Condominium Project.

Article II

Legal Description

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

> Beginning at the North 1/4 corner of fractional Section 4, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan, said point being S 0l°56'39" E 1.33 feet from the monumented corner of said section; thence N 89°29'14" E 874.92 feet along the North line of said section, the Marion-Howell Township line and the centerline of Mason Road; thence S 01°58'20" E 1491.08 feet; thence S 89°24'30" W 875.62 feet; thence N 01°56'39" W (recorded as N 01 °23'W) 1492.27 feet along the East line of "Lantern Village No. 1" a subdivision as recorded in liber 13 of plats, page 48, Livingston County Records and the North-South 1/4 line (as monumented) to the Place of Beginning. Being a part of the Northeast 1/4 of fractional Section 4, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Containing 29.96 acres of land, more or less. Subject to the rights of the public over the Northerly 33.00 feet thereof as occupied by Mason Road, also being subject to easements and restrictions of record, if any.

Article III

Definitions

Certain terms utilized not only in this Master Deed and Exhibits A and B attached here, are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of Maple Farms Condominium, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Maple Farms 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. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Association. "Association" means Maple Farms 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.

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

Section 4. Common Elements. "Common Elements," where used without modification, means both the General and Limited Common Elements described here in Article IV.

Section 5. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B attached here, and the Articles of Incorporation, Bylaws and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Maple Farms Condominium.

Section 7. Condominium Project, Condominium or Project. "Condominium Project," "Condominium" or "Project" means Maple Farms as a Condominium Project established in conformity with the Act.

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B attached here.

Section 9. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project including a vendee of a land contract of which the purchaser is not in default. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."

Section 10. Developer. "Developer" means Maple Farms Development, L.L.C., a Michigan Limited Liability Company, which has made and executed this Master Deed and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 11. Development and Sales Period. "Development and Sales Period," for the purposes of the Condominium Documents and the rights reserved to Developer, shall be deemed to continue for as long as Developer continues to own any Unit in the Project.

Section 12. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-Developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held

(a) In the Developer's sole discretion after fifty (50%) percent of the Units that may be created are conveyed; or

(b) Mandatorily within:

(i) 54 months from the date of the first Unit conveyance; or

(ii) 120 days after seventy-five (75) percent of the Units that may be created are conveyed, whichever first occurs.

Section 13. Transitional Control Date. "Transitional Control Date" means the date on which the Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 14. Unit or Condominium Unit. "Unit" or "Condominium Unit" each means a single residential building site in Maple Farms Condominium, as described herein in Article V, Section 1 and on Exhibit B attached here, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or subsequently located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements. The Developer does not intend to and is not obligated to install any structure whatsoever within the Units or their appurtenant limited common elements.

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

Article IV

Common Elements

The Common Elements of the Project, and the respective responsibilities for maintenance, decoration, repair or replacement, are as follows:

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

(a) Land. The land described here in Article II and other common areas, when included as part of the Condominium, not identified as Units or Limited Common Elements. All lands contained within such description shall be and remain a General Common Element of the Condominium subject only to the rights of the Owners of the adjoining land as set forth in the Declaration.

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

(c) Site Lighting. Any lights designed to provide illumination for the Condominium Premises as a whole.

(d) Water. The public water transmission system throughout the Project up to the point of lateral connections for unit service.

(e) Telephone. The telephone systems throughout the Project up to the point of lateral connections for Unit service.

(f) Gas. The gas distribution system throughout the Project up to the point of lateral connections for Unit service.

(g) Drainage Areas; Sanitary and Storm Drainage System. The Sanitary and Storm Water Drainage System including Drainage Easements and Areas designated as such on the Condominium Subdivision Plan.

(h) The Road. The Road Rights-of-Way in the Project.

(i) Recreational Areas. The gazebo, play equipment, trail system and surrounding nature areas as designated either on the Condominium Subdivision Plan, approved final site plan or as any alterations may from time to time be made by Developer or Association.

(j) Signage and the like. All signage and mail boxes as may be presently installed or installed from time to time by the Developer or the Association.

(k) Irrigation System. The water irrigation system designed and installed for the purpose of watering the landscaping within the entrance road right-of-way and common areas.

(l) Conservation Areas. The Conservation Areas delineated on Exhibit B as Conservation Area A, Conservation Area B and Conservation Area C.

(m) Other. Such other elements of the Project not designated here as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

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

Section 2. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements and the improvements constructed within Units are as follows:

(a) Primary Responsibility of Co-owners for Units, Dwellings and Limited Common Elements. It is anticipated that a separate residential dwelling will be constructed within each Unit depicted on Exhibit B attached hereto and that various appurtenances to such dwellings may be created pursuant to Article VIII herein, adjacent to the same. Except as otherwise expressly provided, the responsibility for, and the costs of maintenance, decoration, repair and replacement of any dwelling and appurtenance to each dwelling, including by way of example and not limitation decks, shall be borne by the Co-owner of the Unit which is served; provided, however, that the exterior appearance of such dwellings to the extent visible from any other Unit or Common Element of the Project, shall be subject at all times to the approval of the Association and to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. All costs of installation and operation of electricity and natural gas and any other utility services of a particular Unit shall be borne by the Co-owner of the Unit to which such services are furnished.

(b) Association Responsibility for Portions of Units, Dwellings and Limited Common Elements.

(1) General. The costs of maintenance, including snow and ice removal in common areas, repair and replacement of all General Common Elements shall be borne by the Association subject to any provisions of the Bylaws expressly to the contrary. Additional maintenance assessments may be levied for individual units requiring expenditures by the Association. Standards for maintenance may be established by the Association through its Board of Directors. The Association shall not be responsible in the first instance for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the Condominium Units.

(2) Landscaping. The Association shall be responsible for maintenance, repair and replacement of the lawns and landscaping installed by the Developer, including common areas, landscape easement areas, entrance boulevard irrigation system and the landscaped frontage on Mason Road until the transitional control date at which time the Association shall become responsible for such maintenance, repair and replacement.

(3) Common Lighting. The Developer may install illuminating fixtures on the Common Elements and or within Units and designate the same as common lighting as provided here in Article IV, Section 1(c). The costs of maintenance, repair and replacement of such common lighting system and fixtures (including light bulbs) shall be borne by the Association. The Developer may, in its discretion, cause the electricity for such fixtures to be borne by either the Association or Co-owners, as it deems appropriate.

(4) Conservation Areas. The Association shall be responsible for maintenance and repair of adjacent Conservation Areas as shown on the Condominium Subdivision Plan.

(5) Other. In order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may also undertake such other regularly recurring, reasonably uniform, periodic maintenance functions. Nothing contained here, however, shall compel the Association to undertake any such additional responsibilities. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection with those services.

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

Article V

Unit Descriptions and Percentage of Value

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Maple Farms as prepared by Desline, Inc., Civil Engineers, and attached hereto as Exhibit B.

Section 2. Percentage of Value. The percentage of value assigned to each Unit is equal. The percentages of value were computed on the basis that the comparative characteristics of the Units are such that it is fair and appropriate that each Unit owner vote equally and pay an equal share of the expenses of maintaining the General Common Elements. 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 expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

Article VI

Consolidation and Other Modifications of Units

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be consolidated, modified and the boundaries relocated in accordance with Section 48 of the Act, any applicable local ordinances and regulations and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly-recorded Amendment or Amendments to this Master Deed. The Developer and its successors specifically reserve the right to elect within six years after the initial recording of the Master Deed for the Project to contract the Project by withdrawing all or part of the land described in Article II by an amendment or a series of amendments to the Master Deed without the consent of any Co-owner, mortgagee or other party.

However, no Unit that has been constructed and sold may be withdrawn without the consent of the Owner and the mortgagee of the Unit. Except as stated in this document, no restrictions or limitations on such election exist regarding what land may be withdrawn, when or in what order land may be withdrawn or how many units or common elements may be withdrawn. No such changes shall be made, however, without the approval of Marion Township. Subject to such approval of the Township, Developer reserves the sole right during the development and sales period and without the consent of any other Co-owner or any mortgagee of any Unit to do the following:

Section 1. Realignment and Changes to Units; Consolidation of Units; Relocation of Boundaries. Realign or alter any Unit which it owns, consolidate under single ownership two or more Units which are located adjacent to one another and relocate any boundaries between adjoining Units. Such realignment of Units, consolidation of Units and relocation of boundaries of Units shall be given effect by an appropriate Amendment or Amendments to this Master Deed in the manner provided by law which Amendment or Amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

Section 2. Amendments to Effectuate Modifications. In any Amendment or Amendments resulting from the exercise of the rights reserved to Developer above, the Unit, or each of the Units resulting from such consolidation, shall be separately identified by number and the percentage of value as set forth in Article V hereof shall be adjusted so that all Units have equal percentages of value. Such Amendment or Amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so consolidated. 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 and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such Amendment or Amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such Amendment or Amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such Amendments may be effected without the necessity of re-recording the entire Master Deed or the exhibits hereto.

Article VII

Easements

Section 1. Easement for Maintenance of Encroachments. In the event any portion of a structure located within a Unit encroaches upon a Common Element due to shifting, settling or moving of a building, or due to survey errors or construction deviations or change in ground elevations, reciprocal easements shall exist for maintenance after rebuilding in the event of destruction. One of the purposes of this section is to enable Co-owners to maintain structural elements and fixtures, including decks, which project into the General Common Elements surround each Unit notwithstanding their projection beyond the Unit perimeters.

Section 2. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant reasonable easements, licenses, right-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes or other lawful purposes as may be necessary for the benefit of the Condominium subject, however, to the approval of the Developer as long as the Development and Sales Period has not expired.

Section 3. Association and Developer Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to the well house, pump, water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements. Neither the Developer nor the Association shall be liable to the Co-owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this section or any other provisions of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. Further, the Association shall not be responsible for any consequential damages, including without limitation damage to the personal property of a Co-owner whether within or outside the Unit, that may result from the Association's failure to timely undertake repairs for which it is responsible. In the event a Co-owner fails to maintain his or her residential dwelling as required under the Condominium Documents and in accordance with the standards imposed by the Association, the Association or the Developer may enter upon the Unit (but not inside the dwelling) and the Limited Common Element appurtenant to the unit (if any) and perform any required decoration, maintenance, repair or replacement. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his or her monthly assessment next falling due; further, the lien for nonpayment shall attach as in all cases a regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines. Upon final completion of the Project, the Developer reserves non-exclusive easements for the benefit of itself and its successors and assigns to use at any time without charges other than the reasonable cost of work performed, utilities consumed or maintenance required as a direct result of such use (1) for the unrestricted use of all roads, driveways and walkways in the Condominium for the purpose of ingress and egress to and from any part of the land described in Article II, and (2) to use, tap into, tie into, extend or enlarge all utility lines and mains, public and private, located on the land described in Article II.

Section 4. Easements for Public Water Supply and Sanitary Sewer. There shall exist for the benefit of the Township of Marion and any governmental body to which its rights herein may be subsequently assigned an easement over, under and across the Condominium premises for the construction, installation, operation, repair and maintenance of public water supply and/or sewer mains, leads and/or other appurtenances for water supply or for waste water disposal service purposes or other utilities and for the extension and tying in of the Township's water and sewer lines to existing lines. Without limitation of the foregoing, the Township of Marion and any governmental body to which its rights herein may be subsequently assigned shall have such easements for water and sewer lines and other utilities as are depicted on Exhibit "B" hereto as the same may be amended from time to time.

Section 5. Granting Utility Rights to Agencies. The Developer reserves the right at any time during the development and sales period to grant easements for utilities over, under and across the Condominium and all Units and Common Elements therein to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed 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 irrevocably and unanimously consented to such Amendments to this Master Deed and may be required to effectuate the foregoing grant of easements or transfers of title.

Section 6. Dedication of Roadway. The Developer reserves the right at any time during the development and sales period to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the Units and appurtenant Limited Common Elements in Maple Farms Condominium. Any such right-of-way dedication 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 the Condominium Subdivision Plan hereto recorded in 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 irrevocably and unanimously consented to such Amendment or Amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

Section 7. Easements for Storm Drainage. There shall exist easements over all units and their appurtenant Limited Common Elements for purposes of providing Storm Water Drainage as designated on the Condominium Subdivision Plan. No Co-owners shall disturb the grade or otherwise modify the areas within such easements in any way so that the Storm Water Drainage designed for the Condominium Premises shall be unimpeded. Each Co-owner shall, however, be solely responsible for installing, maintaining, repairing and replacing landscaping materials located within the Storm Drainage Easement Areas lying within such Co-owner's Unit and appurtenant Limited Common Element Yard Area.

Section 8. Utility Easements and Locations of Utility Installations. Various utility installations exist within the Units and Limited Common Element Yard Areas and are depicted on the Condominium Subdivision Plan. Perpetual easements exist and are hereby created in this Master Deed and otherwise in favor of all Units and the owners thereof for the continued existence, maintenance, repair and replacement of such utilities whether located above or below ground. Also, other utility mains (including without limitation, water, sanitary sewer, natural gas, electric and telephone conduits) may be installed by or at the instance of Developer across all units to serve some or all other Units in the Condominium. Developer reserves the right to create all such easements and to install or cause to be installed any and all utilities within and across all Units in such locations as Developer may elect in Developer's sole and absolute discretion and further, to tap into, extend and enlarge such utilities as maybe necessary in Developer's judgment. All Units shall be convertible by Developer to any extent necessary to create General Common Elements and easements in furtherance of the rights reserved in this Section 8.

Section 9. Roadways. The following provisions apply to the road right-of-way in the Condominium Proj ect as indicated upon and described in the Condominium Subdivision Plan which is attached hereto as Exhibit "B":

A. In the event that the Association shall neglect to repair and maintain the roads in accordance with those standards which are established by the Livingston County Road Commission for Public Roads, the Township of Marion, its successors or assigns may perform or cause to be performed such repairs and maintenance as shall be required to bring the roads up to established Livingston County Road Commission Standards for Public Roads and may assess owners of each unit within the Condominium Project for the cost of such improvements plus an administrative fee in the amount of 25% of the total costs. In no event shall public funds of the Township of Marion be used to build, repair or maintain the roads within the Condominium Project.

B. There is hereby granted to the Township of Marion and to the public an easement for ingress and egress over the roads as delineated and described in the Condominium Subdivision Plan attached hereto as Exhibit "B" for purposes of emergency and other public vehicles and for such public utility services as may be necessary.

C. Neither the association nor any individual unit owner shall prohibit, restrict, limit or in any manner interfere with normal ingress and egress and use of the roads within the Condominium Project by any of the other unit owners. "Normal ingress and egress and use" shall include use by family, guests, invitees, vendors, tradesmen, delivery persons and others bound to or returning from any of the units and having a need to use the road.

D. All purchasers of units shall prior to closing of the sale, receive from the Developer a notice of easement in recordable form substantially conforming to the following:

"This unit has private road access across a permanent 66-foot road which is a general common element and is delineated in the Condominium Subdivision Plan which is attached as Exhibit B to the Master Deed herein. This notice is to make Purchaser aware that Purchaser's unit has ingress and egress over the roadway only. Neither the county nor township has any responsibility for maintenance or upkeep of any improvement across the condominium roadway. This is the responsibility of the association. The United States Mail service and the local school district are not required to traverse this private improvement and may provide service only to the closest public access (Maintenance of Private Roads Act P.A. 139 of 1972 as amended)."

Article VIII

Amendment

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66 2/3 percent of the Co-owners, except as set forth below:

Section 1. This Master Deed and the Condominium Units created pursuant to this Master Deed are subject to a Planned Unit Development Agreement dated February 15, 2001 by and between the Developer and the Township of Marion, Livingston County, Michigan. Anything contained in this Master Deed to the contrary notwithstanding, no amendment shall be made to the Master Deed which is contrary to the Site Plan or Planned Unit Development Agreement as approved by Marion Township.

Section 2. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner and Mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement of the Limited Common Elements be modified in any material way without the written consent of the Co-owner and Mortgagee, Co-owner, Township of Marion and Mortgagee of any Unit to which the same are appurtenant.

Section 3. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of Mortgagees generally, then such amendments shall require the approval of 66 2/3 percent of all first Mortgagees of record allocating one vote for each mortgage held.

Section 4. By the Developer. Pursuant to Section 90(1) of the Act, the Developer reserves the right, on behalf of itself and on behalf of the Association, to amend this master Deed and the other Condominium Documents without the approval of any Co-owner or Mortgagee for the

purposes of correction survey or other errors and for any other purpose unless the amendment would materially alter or change the rights of a Co-owner or Mortgagee, in which event Co-owner and Mortgagee consent shall be required as provided above.

Section 5. Change in Percentage of Value. Except as otherwise provided in this Master Deed, the value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his or her Mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent.

Section 6. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80 percent of non-Developer Co-owners.

Section 7. Developer Approval. During the Development and Sales Period, this Master Deed and Exhibits A and B attached here shall not be amended nor shall their provisions be modified in any way without the written consent of the Developer.

Section 8. Amendments for Secondary Market Purposes. The Developer or Association may amend the Master Deed or Bylaws to facilitate mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages. The foregoing Amendments may be made without the consent of Co-owners or mortgagees.

Section 9. Effect of Planned Unit Development Agreement. Anything herein to the contrary notwithstanding, no amendment made pursuant to the provisions of this Article VIII may affect any right of the Township of Marion as set forth in the Planned Unit Development Agreement between the Township of Marion and the Developer without the prior written consent of the Township of Marion.

Article IX

Assignment

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.

Executed in the presence of:

Suzanne E. Smak
SUZANNE E. SMAK

Denise A. Whitehead
DENISE A. WHITEHEAD

MAPLE FARMS DEVELOPMENT, L.L.C.

By: _____
John N. Grissim, Manager

By: _____
Charles W. Loughery, Manager

State of Michigan)
)ss.
County of Oakland)

The foregoing instrument was acknowledged before me this 25th day of June, 2001 by John N. Grissim and Charles W. Loughery, Managers of Maple Farms Development, L.L.C., a Michigan Limited Liability Company, on behalf of said company.

Suzanne E. Smak
Notary Public

SUZANNE E. SMAK
Notary Public, Oakland County, MI
My Commission Expires
02/03/05

Drafted by and when recorded return to:
Donald C. Harms
37899 Twelve Mile Road, Suite 300
Farmington Hills, Michigan 48331-3026

Exhibit A to Master Deed-Maple Farms Condominium

MAPLE FARMS

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Maple Farms, a residential Condominium Project located in the Township of Marion, Livingston County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

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

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the General Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the General Common Elements or the administration of the Condominium

Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

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

(a) Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those General Common Elements that must be repaired or replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a non-cumulative basis. The Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide repairs or replacements of existing General Common Elements, Limited Common Elements and improvements located on Limited Common Elements and Units to the extent the Association is obligated to repair and replace, (3) to provide additions to the General Common Elements not exceeding $1,000.00 annually for the entire Condominium Project, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the General Common Elements of a cost exceeding $1,000.00 for the

entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 65% of all Co-owners, except as hereinafter provided. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be appropriated among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in regular installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payments of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge not exceeding $25 per installment may be assessed automatically by the Association upon each installment in default five or more days until each installment together with all applicable late charges is paid in full. The Board of Directors shall also have the right to increase the amount of the late charge upon notification of all Co-owners. The Association also may, pursuant to Article XX hereof, levy fines for late payment of assessments in addition to the late charge. Each Co-owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessment levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 5. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any services to a Co-owner in default upon 7 days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to serve on committees or as a Director of the Association, to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XIX of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the properties established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that 1 or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 20 days after the date

of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney's fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) Expenses of Collection. The expenses incurred in collecting unpaid assessments, including costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit.

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

Section 7. Developer's Responsibility for Assessment. The Developer of the Condominium and licensed builders purchasing Units directly from the Developer, although members of the Association, shall not be responsible at any time for payment of the regular Association assessments. The Developer and builders, however, shall at all times pay all expenses of maintaining the Units that it owns, including the improvements located thereon, together with a proportionate share of all current expenses related to maintenance and use of the Units in the Project and of the improvements constructed within or appurtenant to the Units that are not owned by either the Developer or builders. For purposes of the foregoing sentence, the Developer's and builder's proportionate share of such expenses shall be based upon the ratio of all Units owned by the Developer or builders at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer or builders be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units owned by it on which a completed building is located. Any assessments levied by the Association against the Developer or builders for other purposes shall be void without Developer's consent. Further, the Developer shall in no event be liable for any assessment levied in whole or part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs. During the Development and Sales Period the Developer may (without the consent of the

Association or any other Co-owner) waive the payment of assessments by any particular Co-owner during the period of time commencing as of the date upon which that Co-owner acquires fee simple interest or a land contract vendee's interest in and to a Unit and ending upon the earlier to occur of (a) two (2) years thereafter or (b) the date upon which a completed building is on the Unit owned by that Co-owner. A "completed building" shall mean a building with respect to which a certificate of occupancy has been issued by the Township of Marion.

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

Section 9. Personal Property Tax Assessment of Association Project. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 10. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 11. Sale or Conveyance of Unit. Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the purchaser in preference over any other assessments or charges except as 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 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's fees incurred in the collection of unpaid assessments.

Section 12. Road Improvement. At some time subsequent to the initial development, it may become necessary to improve some or all of the road within or adjacent to the Condominium. The improvement may be financed, in whole or in part, by the creation of a special assessment district or districts which may include Maple Farms. The acceptance of a conveyance or the execution of a land contract by any Owner or purchaser of a Condominium Unit shall constitute the agreement by such Owner or purchaser, his/her heirs, executors, administrators, or assigns, that the Board of Directors of the Association shall be vested with full power and authority to obligate all Co-owners to participate in a special assessment district, sign petitions requesting said special assessment, and consider and otherwise act on all assessment issues on behalf of the Association and all Co-owners; provided, that prior to signature by the Association on a petition for improvement of such public roads, the desirability of said improvement shall be approved by an affirmative vote of not less than 51% of all Co-owners. No consent of mortgagees shall be required for approval of said public road improvement.

All road improvement special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

ARTICLE III

ARBITRATION

Section 1. Scope and Election. Disputes, claims, or grievances arising our of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice of the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

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

Section 3. Election of Remedies. Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV

INSURANCE

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

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

(b) Insurance of Common Elements. If applicable and appropriate, all General Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. The Association shall not be responsible, in any way, for maintaining insurance with respect to Limited Common Elements.

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

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

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project and the General Common Elements appurtenant thereto, with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. Responsibilities of Co-owners. Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the dwelling and all other improvements constructed or to be constructed within the perimeter of his Condominium Unit and for his personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Unit of the improvements located

thereon (naming the Association and the Developer as insured), and also for any other personal insurance coverage that the Co-owner wishes to carry. Such insurance shall be carried in such minium amounts as may be specified by the Association (and as specified by the Developer during the Development and Sales Period) and each Co-owner shall furnish evidence of such coverage to the Association or the Developer upon request. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so.

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

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

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

(a) General Common Elements. If the damaged property is a General Common Element the damaged property shall be rebuilt or repaired unless all of the Co-owners and all of the institutional holders of mortgages on any Unit in the Project unanimously agree to the contrary.

(b) Unit or Improvements Thereon. If the damaged property is a Unit or any improvements thereon, the Co-owners of such Unit shall, so long as the Co-owner is obligated to obtain the insurance, apply the insurance proceeds towards and be responsible for rebuilding or repairing the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property. Property damaged for which the Association is obligated to insure shall be required in accordance with Section 3 below. Either the Co-owner or the Association shall, depending on which has the obligation to insure the Unit and improvements thereon, remove all debris and restore the Unit and the improvements thereon to a clean and sightly condition satisfactory to the Association and in

accordance with the provisions of Article VI hereof as soon as reasonably possible following the occurrence of the damage.

Section 2. Repair in Accordance with Master Deed, Etc. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for any damaged improvements located within the Unit unless the Co-owners shall unanimously decide otherwise.

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

Section 4. Timely Reconstruction and Repair. If damage to the General Common Elements adversely affects the appearance of the Project, the Association shall proceed with replacement of the damaged property without delay.

Section 5. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

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

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

(c) Continuation of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and,

if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

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

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

Section 6. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use and in accordance with the ordinances of the Township of Marion.

Section 2. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no lease shall be for a term of less than six (6) months. The terms of all leases, occupancy, agreements and occupancy agreements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in his discretion.

(b) Leasing Procedures. The leasing of Units in the Project shall conform to the following provisions:

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

(2) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

(3) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

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

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

(iii) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph 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 tenant in connection with the Unit or Condominium Project.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

Section 3. Architectural Control. The Developer of the Project intends that there shall be a residential dwelling and certain other improvements within the boundaries of each of the Condominium Units in the Project. Developer shall be entitled to require that the builder or Co-owner furnish to the Association adequate security, in the Developer's discretion, to protect the Association against costs and expenses which it might incur in connection with the failure to complete construction in a timely and diligent manner in accordance with the approved plans and specifications for the dwelling and its appurtenances. Upon submission of plans for approval relative to the building of a dwelling, the builders shall post with the Developer a One Thousand ($1000.00) Dollar deposit to ensure that during and after construction, the road and building site are maintained in a good and clean condition, and the roads and storm water drainage system are free of any dirt, mud or other debris arising from construction activities. It is the responsibility of builder to ensure that any stone or other construction debris tracked onto any of the roads by construction equipment or otherwise be thoroughly cleaned and removed within 48 hours. Upon builder's failure to clean any such road within said time period, the Association may, but shall not be required to do or cause to be done such clean up and the cost of such clean up shall be billed back to the builder and deducted from the builder's deposit. The instructions for disposition of this deposit shall afford the Developer with the discretion to determine whether or not the Owner or builder have complied with this paragraph. No building, structure or other improvement shall be constructed within a Condominium Unit or elsewhere within the Condominium Project, nor shall any exterior modification be made to any existing buildings, structure or improvement, unless plans and specifications therefor, containing such detail as the Developer may reasonably request, have first been approved in writing by the Developer in Developer's sole discretion. No panelized, modular homes, manufactured homes, mobile homes, prefabricated homes or any other type of residential housing constructed off-site will be permitted. All residences must be constructed on site. The plans and specifications submitted hereunder to Developer to obtain architectural approval must be accompanied by a $50.00 non-refundable review fee made payable to the Developer. Such plans and specifications shall contain, at a minimum three copies each of the following.

(a) A plan showing the existing and proposed grades, the proposed location of each building or structure and the proposed location of drives and parking areas, including a depiction of the location of all trees having a diameter at three feet above ground level of six inches or more.

(b) A dimensioned site plan, sealed by a registered engineer or architect, including a depiction of all setbacks.

(c) A landscape plan.

(d) Construction and architectural plans including dimensioned floor plans, typical sections and all elevations.

(e) Specifications setting forth the type and quality of all materials and workmanship and including a detailed finish schedule for all exterior materials, products and finishes, with actual brick, stone, stain and shingle samples, and

(f) A construction schedule.

(g) Developer shall not unreasonably withhold approval.

Construction of any building or other improvements must also receive any necessary approvals from the local public authority. Developer shall have the right to refuse to approve any such plans or specifications or grading plans, which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, preservation of trees and the natural setting, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium as a whole. It is the intention and purpose of these restrictions to insure the development of the Condominium as a whole in such a manner as to encourage wildlife indigenous to the area and to preserve as much as may be possible the natural flora and fauna existing in the development area. No residence shall be constructed on any Unit of less than the following sizes, exclusive of porches, patios, garages and basements (keeping in mind that local ordinances in effect from time to time may require greater minimums and will be controlling under such circumstances):

Single story	1500 square feet
Two-story	1900 square feet

No home shall exceed two stories in height, as determined by Developer in its sole discretion. An enclosed porch can be used to arrive at the square footage of a residence if the roof of the porch forms an integral part of the roof line of the main dwelling. The minimum width of all dwellings (including any garage that is attached to a dwelling) is 42 feet, unless waived by Developer in its sole discretion. The design of all residential structures must be American Traditional in nature, it being the intention of these restrictions that there will be no residential structures of "modern" or "contemporary" design.

The front exterior of every home and of every improvement must be primarily brick or stone. The use of brick laminate or aluminum siding on the exterior of any dwelling or improvement is prohibited. The exterior of any dwelling or any improvement may not be painted or stained (or repainted or restained) without the prior written approval of Developer. The use of artificial stone is subject to the approval of the Developer. The type and placement of exterior lighting must be approved by Developer or in the case of Units purchased directly from the Developer by a residential builder, by that builder.

Exterior colors shall be chosen to blend in with existing residences and the natural surroundings and shall be subject to the prior approval of the Developer.

All garages must be attached to the side of a dwelling. Developer will determine in its sole discretion which side of the dwelling to which a garage will be attached and the side of each garage that will serve as the entrance. Each garage must contain sufficient space for two cars but may not

be large enough to accommodate more than three cars or to accommodate recreational vehicles that would not be accommodated in a standard size, two car garage.

The roof of all residential structures including garage areas shall be sloped at a ratio of not less than 6:12. No flat or mansard roofs shall be permitted. The exterior roofing materials shall consist of asphalt shingle or cedar shakes.

All driveways servicing the dwelling within a Unit shall be paved with concrete or brick pavers and must be completed prior to the occupancy of any dwelling on that Unit. The use of conventional concrete is specifically prohibited. The minimum distance between the side boundary of any Unit and the driveway on that Unit is 15 feet. The minimum width of the straight portion of any driveway is 16 feet.

No outside radio, television aerial, antenna or other reception or transmission device shall be placed, constructed, altered or maintained on any Unit without the prior written consent of the Developer, which the Developer may withhold in its sole discretion. The location of all proposed satellite dishes shall be identified on plans and specifications submitted to the Developer for approval, including a description of the nature of the screening therefor.

No outbuildings or structures, other than the residence, shall be placed, constructed or maintained on any Unit.

No temporary shelters shall be permitted on the Premises; provided, however, a temporary storage building for materials and supplies used during construction of a residence may be approved by Developer in its sole discretion and if so approved, such storage shed must be promptly removed when the residence is completed.

In the event that Developer shall fail to approve or disapprove or take any other action upon such plans and specifications within forty-five (45) days after complete plans and specifications have been delivered to Developer, such approval will not be required; provided, however, that such plans and locations of structures on the Unit conform to or are in harmony with existing structures in the Condominium, these Bylaws and any zoning or other local laws applicable thereto. If Developer takes action with respect to the plans and specifications within such 45-day period, then the affected Co-owner shall respond appropriately to the Developer's requests until approval shall have been granted. No construction of any building or improvement pursuant either to express approval properly obtained hereunder or by virtue of failure of action either by the Developer or the Association may be construed as a precedent or waiver, binding on the Developer, the Association, any Co-owner or any other person as to any other structure or improvement which is proposed to be built. Developer is not liable to any person in any manner whatsoever due to any approval or disapproval of any plans or specifications or any dwelling or improvement or any waiver or nonwaiver of any requirement or restriction under the Condominium Documents. In no event is any person (including without limitation any Co-owner) permitted to contest judicially any approval or disapproval or waiver or nonwaiver hereunder by Developer in respect of any matter. In the case of Units purchased or optioned by a residential builder directly from Developer, the time periods mentioned above shall be 21 days rather than 45 days.

The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners. Developer's rights under this Article VI, Section 3 may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

All construction activities must be started within one month of the time specified in the construction schedule submitted to and approved by the Developer pursuant to this Section 3. Once commenced, all construction activity shall be prosecuted and carried out with all reasonable diligence, and the exterior of all dwellings and other structures must be completed as soon as practical after construction is commenced and in any event within 12 months after such commencement, except where such completion is impossible or would result in exceptional hardship due to strikes, fires, national emergencies or natural calamities. All landscaping is to be completed within 60 days after the initial occupancy of the dwelling or, in the case of speculative or unsold homes, within 60 days after the exterior of the dwelling has been (or with due diligence should have been) substantially completed, weather permitting.

No construction activities which result in unusually loud or intrusive noises shall be carried on prior to 7:00 AM or after 6:00 PM on any weekday nor prior to 7:00 AM nor after 2:00 PM on Saturdays or Sundays. In no event shall construction, equipment or trucks be parked or stored on roadways for any length of time.

Section 4. Alterations and Modifications of Improvements in Units and Common Elements. The written approval of the Board of Directors of the Association and, during the Development and Sales Period, also written approval of the Developer, shall be obtained by a Co-owner prior to making alterations, modifications or changes in any of the Units or Common Elements, Limited or General, including, without limitation, the erection of antennas of any sort (including dish antennas), lights, aerials, awnings, playground equipment, climbers, swing sets, basketball backboards, mailboxes, flag poles or other exterior attachments or modifications. Any playground equipment, swing sets, climbers and the like that are approved will need to be screened with landscaping also approved by the Developer in its sole discretion. No Co-owner shall in any way restrict access to any utility line, or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way.

Section 5. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the

maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 6. Pets. No animals of any kind or nature, except for domestic pets, shall be maintained by any Co-owner unless specifically approved in writing by the Association. In no event shall the Association approve or allow horses, cows, sheep, pigs, goats, chickens, ducks or other similar farm or wild animals. No animal may be kept or bred for any commercial purpose and 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. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association.

Section 7. Aesthetics. The Common Elements, both Limited and General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium. Without written approval by the Association, no Co-owner shall change in any way the exterior appearance of the residence or other improvements and appurtenances located within his Unit. Thus, in connection with any maintenance, repair, replacement, decoration or redecoration of such residence, improvements or appurtenances, no Co-owner shall modify the design, material or color of any such item including, without limitation, windows, doors, screens, roofs, siding or any other component which is visible from a Common Element or other Unit.

Section 8. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, automobiles or vehicles other than those used primarily for general personal transportation purposes, may be parked or stored upon the Common Elements or outdoors on individual Units without the Association's prior written approval. The Association may require dense screening of

any supplementary parking areas within any Unit or Yard Area which have been approved by the Association. Garage doors shall be kept closed when not in use. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. There shall be no parking by Co-owners or their invitees on roadways except as may be required by special occasions. The purpose of this Section is to accommodate reasonable Co-owner parking but to avoid unsightly conditions which may detract from the appearance of the Condominium as a whole. Use of motorized vehicles anywhere on the Condominium Premises, other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this Section, is absolutely prohibited.

Section 9. Advertising. No signs or other advertising devices of any kind, including without limitation for rent or for sale signs, or any sign identifying any architect, builder, contractor, landscaper or landscape architect shall be displayed which are visible from the exterior of a Unit or on the Common Elements, without written permission from the Developer, which Developer may withhold in its sole discretion. Notwithstanding the foregoing, during the construction of a dwelling, one sign may be installed on the Unit provided it conforms to the signage standard established by the Developer. One "For Sale" sign may be installed on any Unit purchased by a residential builder directly from Developer prior to its resale to a Co-owner, provided the sign conforms to a signage standard reasonably established by Developer.

Section 10. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners.

Section 11. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary to carry out any responsibilities imposed on the Association by the Condominium Documents. The Association or its agents shall also have access to Units and Limited Common Elements appurtenant thereto as may be necessary to respond to emergencies. The Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby. This provision, in and of itself, shall not be construed to permit access to the interiors of dwellings or other structures.

Section 12. Landscaping. Landscaping in the yard areas which are visible from the road on which the Unit fronts, must be completed within six months of issuance of a Certificate of Occupancy for a dwelling located within a Unit. No landscaping other than finish grading and lawn installation shall be commenced unless and until Developer has reviewed and approved Co-owner's

landscaping plans. Each Co-owner shall cause the Unit owned by him, except such portion thereof used for driveways and walks, to be finish-graded and seeded or sodded and suitably planted. All landscaping and lawns shall be well maintained at all times. No lawn shall be allowed to exceed three (3") inches in height and all excess clippings shall be removed. Likewise, weed growth shall be appropriately controlled and all debris, trash, dead or downed trees shall be immediately removed. In the event a Co-owner does not abide by these provisions and the Unit's lawn becomes unsightly, the Association may, but shall not be required to contract for the removal of any debris or for lawn cutting and maintenance. The cost of any such service shall be assessed against the Co-owner in accordance with the provisions of Article II. Each Unit is also subject to the landscaping requirements imposed by the Township as a part of the Township's approval of the Development.

Section 13. Trees. No trees measuring six (6") inches or more in diameter at three feet above ground level may be removed unless in conformity with the site plan approved by the Developer pursuant to Article VI, Section 3 above. Prior to commencement of construction and as a part of the approval of the site plan, each Unit Owner shall submit to the Developer for its written approval a plan for preservation of trees in connection with the construction process. Any trees measuring six (6") inches or more in diameter at three feet above ground level which are removed or destroyed in the construction process, either intentionally or accidentally contrary to the approved plan under Article VI, Section 3 above, shall be replaced to the extent practicable with trees of the same sort and size. It shall be the responsibility of each Owner of a Unit to maintain and preserve all trees on the Unit as indicated on the approved plan, which responsibility shall include welling trees, if necessary.

Section 14. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, and parking areas shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended.

Section 15. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage or misuse of any of the Common Elements by him, or his family, guests, agents, or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible amount). Each individual Co-owner shall indemnify the Association and all other Co-owners against such damages and costs, including attorney fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 16. Reserved Rights of Developer.

(a) Prior Approval by Developer. During the Development and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration

to any structure be made (including in color or design), nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with the Developer. The Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

ANY APPROVAL, WAIVER, OR OTHER ACTION HEREUNDER BY DEVELOPER WILL NOT BE EFFECTIVE UNLESS THAT APPROVAL, WAIVER, OR OTHER ACTION IS IN WRITING AND IS SIGNED BY DEVELOPER. CO-OWNERS (AND ANY OTHER PERSONS) MAY NOT RELY UPON ANY APPROVAL, WAIVER, OR OTHER ACTION HEREUNDER IF THAT APPROVAL, WAIVER, OR OTHER ACTION IS GRANTED OR TAKEN BY ANY PERSON (INCLUDING WITHOUT LIMITATION ANY EMPLOYEES OR REPRESENTATIVES OF DEVELOPER) OTHER THAN DEVELOPER. AGENTS, EMPLOYEES, CONSULTANTS, ATTORNEYS, AND OTHER REPRESENTATIVES AND ADVISORS OF DEVELOPER ARE NOT LIABLE WITH RESPECT TO ANY APPROVALS, WAIVERS, OR OTHER ACTIONS UNDER THE CONDOMINIUM DOCUMENTS.

No approval shall be deemed to have been obtained for any improvement which violates any restriction set forth in the Bylaws unless a variance is specifically granted, in writing, for that specific restriction. Approval does not constitute a waiver of any provision of the Township's zoning or building ordinances and any variance required in regard to such improvement in the Township's jurisdiction is the responsibility of the owner.

(b) Right of First Refusal.

(i) Developer has the right to purchase any Unit on the same terms and conditions pursuant to which the Co-owner of that Unit has agreed to sell his Unit to any other prospective purchaser; provided, however, that this right will be void and of no force or effect whatsoever if a dwelling has been constructed upon that Unit for which a certificate of occupancy has been issued; and further provided, that Developer shall not have the right to acquire any Unit that is owned by a licensed builder, if that builder has commenced construction of a dwelling on that Unit.

(ii) If Developer has the right to acquire a Unit as provided in subsection (i) above, then immediately upon signing an agreement to sell that Unit, the Co-owner of that Unit shall furnish to Developer a copy of the signed agreement and all other instruments setting forth the terms and conditions of the proposed transaction (collectively "Agreement"). The giving of such notice shall constitute a warranty and a representation by such Co-owner to Developer that the Co-owner believes the proposed sale to be bona fide in all respects. The selling Co-owner shall be responsible to the Developer for any damages suffered by it in exercise of its rights hereunder and, in the event any proposed sale is not bona fide, such damages to include (but not be limited to) the difference between the price paid by the Developer for the Unit and the fair market thereof as determined by appraisal.

Not later than 20 days after receiving this notice, Developer will deliver a written notice to that Co-owner stating whether Developer desires to acquire that Unit according to the terms and conditions set forth in the Agreement. If Developer does not deliver notice within this 20 day period or if Developer does not elect to acquire the Unit as hereinabove provided, the Co-owner of the Unit may be permitted to sell his Unit upon the same terms and conditions of that agreement are modified, written notice thereof must be delivered to Developer prior to any closing pursuant to those modified terms and conditions; and in this event Developer will have 20 days to elect in writing whether to acquire that Unit according to these new terms and conditions.

(iii) If Developer elects to acquire a Unit as herein provided, the Co-owner of that Unit will promptly deliver to Developer a title insurance commitment in the amount of the proposed purchase price for the Unit, confirming that good and marketable title to that Unit can be conveyed to Developer. Closing will occur as set forth in the Agreement, but in no event sooner than 20 days after the date upon which a satisfactory title insurance commitment is delivered to Developer. The right hereunder of Developer to acquire a Unit is a continuing right that will remain in full force and effect until a dwelling has been constructed upon that Unit as hereinabove provided, regardless of whether Developer has at any time and from time to time elected not to acquire that Unit as hereinabove provided.

(iv) This Section shall not apply to a public or private sale held pursuant to foreclosure of a first mortgage on any Unit in the Project; nor shall this Section apply to any subsequent sale by any holder of a first mortgage on any Unit in the Project which obtained title to the Unit covered by such mortgage pursuant to the remedies provided in the mortgage, foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure. Additionally, this section shall not apply to Units which have been purchased by residential builders directly from Developer.

(c) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period or of the

Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, model units, advertising display signs, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer and may continue to do so during the entire Development and Sales Period.

(d) Enforcement of Bylaws. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

Section 17. Open Space Area. All General Common Element open space areas as depicted on the Condominium Subdivision Plan shall be restricted in use to passive recreational purposes.

Section 18. Basketball Backboards. A basketball hoop and backboard unit may not be constructed or maintained upon a Unit without the prior written approval of Developer, which Developer may withhold its approval in its sole discretion. Any permitted basketball hoops and backboards must be translucent, without graphics.

Section 19. Fences. No fence, wall or hedge of any kind shall be erected or maintained on any Unit without the prior written approval of the Developer.

Section 20. Mailboxes. During the Development and Sales Period, a temporary mailbox stand may be installed. Upon expiration of the Development and Sales Period, individual mailboxes servicing each Unit will need to be installed at a location designated by the Developer. Mailboxes and street address designations may not be installed within any Unit without the prior written approval of Developer. All of the mailboxes in the Condominium shall be in accordance with the standard design as developed and presented by Developer. The cost of installing mailboxes will be borne by each Co-owner. The Association shall have the right to assess a Unit for the cost of installing and/or maintaining any mailboxes that a Co-owner either fails to or refuses to install.

Section 21. Swimming Pools. Above-ground swimming pools are prohibited. In-ground swimming pools and outdoor, above-ground Jacuzzi, hot tubs, and similar facilities may not be constructed or maintained upon a Unit without the prior written approval of Developer, which may be withheld in Developer's sole discretion.

Section 22. Play Equipment. The installation of any outdoor playground equipment shall be subject to Developer's prior approval. Any such equipment shall be located in the rear yard so as not to be visible from roadway areas and shall be adequately screened from neighboring units, also subject to Developer's prior approval in its sole discretion shall be required.

Section 23. Air Conditioning. All of the components of any air conditioning or similar systems (including without limitation any compressors) installed outside of a dwelling shall be screened so as not to be visible from any other Unit or from any road and in order that any noise created by those components will be contained within that Unit. Developer will determine at any time and from time to time whether any particular screening is sufficient. Window and wall air conditioning units are prohibited.

Section 24. Tennis Court. Tennis courts may not be constructed or maintained upon a Unit without the prior written approval of Developer, which Developer may withhold in its sole discretion.

Section 25. Lawn Ornaments. Lawn ornaments, sculptures and statues may not be installed or maintained upon any Unit without the prior written approval of Developer, which Developer may withhold in its sole discretion.

Section 26. Bug Elimination Devices. Bug lights, "bug zappers", and any other bug elimination or repellent devices may not be installed or maintained upon any Unit; provided, however, that with the prior written approval of Developer (which Developer may withhold in its sole discretion), these devices may be installed and maintained upon a Unit for a temporary period of time if there is a demonstrated need for that device for a special occasion.

ARTICLE VII

MORTGAGES

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

Section 2. Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII

VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned.

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

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

Section 4. Quorum. The presence in person or by proxy of 30% the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the questions upon which the vote is cast. Notwithstanding the foregoing, the quorum shall be reduced to 25% of the Co-owners qualified to vote for any adjourned meeting as is provided in Section 6 of Article IX below, except when voting on questions specifically required by the Condominium Documents to require a greater quorum.

Section 5. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than 50% of those qualified to vote and present in person or by proxy (or by written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth.

ARTICLE IX

MEETINGS

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

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time more than 50% of the Units that may be created in Maple Farms determined with reference to the recorded Master Deed have been conveyed and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted under the Condominium Documents to include in the Condominium.

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

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by 1/3 of the Co-owners presented to the Secretary of the Association Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

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

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

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

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

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

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

ARTICLE X

ADVISORY COMMITTEE

Within 1 year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least 2 non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than 50% of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. A chairman of the Committee shall be selected by the members. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of three members, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below. The terms of office shall be two years. The Directors shall hold office until their successors are elected and hold their first meeting.

(b) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units, one of the three Directors shall be selected by

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

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

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least one Director as long as he owns at least 10% of the Units in the Project. Such Developer designee, if any, shall be one of the total number of directors referred to in Section 1 above and shall serve a one-year term pursuant to subsection (iv) below. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate 1 Director as provided in subsection (i).

(iv) At the First Annual Meeting two Directors shall be elected for a term of two years and one Director shall be elected for a term of one year. At such

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

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

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

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

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

(b) To maintain the greenbelting and landscaping in the Condominium Project as approved in the final Site Plan filed with the Township of Marion in perpetuity;

(c) To levy and collect assessments from the members of the Association to use the proceeds thereof for the purposes of the Association.

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

(e) To rebuild improvements after casualty.

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

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

(h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of business of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association in number and in value.

(i) To make rules and regulations in accordance with Article VI, Section 10 of these By-laws.

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

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

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

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

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% in number of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 50% requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owner shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

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

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least 10 days prior to the date named for such meeting.

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

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

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

Section 13. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XII

OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a 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 offices except that of President and Vice President may be held by one person.

(a) President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He 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 he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b) Vice President. The Vice President shall take the place of the President and perform his 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 him by the Board of Directors.

(c) 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; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

(d) 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. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

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

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

Section 4. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XIII

SEAL

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

ARTICLE XIV

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually be qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

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

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation and may also be invested in interest bearing obligations of the United States Government.

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least 10 days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers and directors liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI

AMENDMENTS

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

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

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular meeting or a special meeting called for such purpose by an affirmative vote or not less than 66 2/3 percent of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of 66 2/3 percent of mortgagees shall be required with each mortgagee to have one vote for each mortgage held.

Section 4. By Developer. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-owner or mortgagee.

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

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

Section 7. Amendments Affecting Township. Anything contained in these Bylaws to the contrary notwithstanding, no amendment to these Bylaws shall affect any right of approval or other right of the Township of Marion, its successors or assigns which said Township either has by virtue of these Condominium Documents, the Planned Unit Development Agreement or by law.

ARTICLE XVII

COMPLIANCE

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

ARTICLE XVIII

DEFINITIONS

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

ARTICLE XIX

REMEDIES FOR DEFAULT

Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by an Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding

and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorney's fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article IX, Section 5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article IX, Section 5, and an opportunity for such Co-owner to appear before the Board no less than 7 days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed $25 for the second violation, $50 for the third violation or $100 for any subsequent violation.

Section 5. Non-waiver of Rights. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

ARTICLE XX

RIGHTS RESERVED TO DEVELOPER

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

in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successor shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXI

SEVERABILITY

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

LIBER 3033 PAGE 0641

DEVELOPER
MAPLE FARMS DEVELOPMENT, L.L.C.
A MICHIGAN LIMITED LIABILITY COMPANY
37801 TWELVE MILE ROAD
FARMINGTON, MI 48331

EXHIBIT "B" TO THE MASTER DEED OF

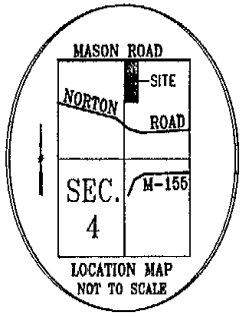
MAPLE FARMS

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

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN No. 222

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

ATTENTION: COUNTY REGISTER OF DEEDS
THE CONDOMINIUM PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THE PROJECT, IT MUST BE PROPERTY SHOWN IN THE TITLE ON THIS SHEET, AND IN THE SURVEYOR'S CERTIFICATE ON SHEETS 3 THROUGH 5.



LOCATION MAP
NOT TO SCALE

LEGAL DESCRIPTION

BEGINNING at the North 1/4 Corner of fractional Section 4, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan, said point being S 01°56'39" E 1.33 feet from the monumented corner of said section; thence N 89°29'14" E 874.92 feet along the North line of said section, the Marion – Howell Township line and the centerline of Mason Road; thence S 01°58'20" E 1491.08 feet; thence S 89°24'30" W 875.62 feet; thence N 01°56'39" W (recorded as N 01°23' W) 1492.26 feet along (in part) the East line of "Lantern Village No. 1" a subdivision as recorded in Liber 13 of plats, page 48, Livingston County Records and the North – South 1/4 line (as monumented) to the Place of Beginning. Being a part of the Northeast 1/4 of fractional Section 4, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Containing 29.96 acres of land, more or less.

SHEET INDEX

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

MARIUSZ L. LUKOWICZ
PROFESSIONAL SURVEYOR No. 38119

JUN 13 2001
PROPOSED DATED

LIBER 3033 PAGE 0642

EXHIBIT "B" TO THE MASTER DEED OF

MAPLE FARMS

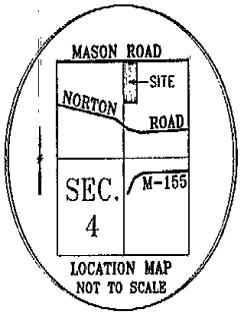
PART OF THE NORTHEAST 1/4
OF FRACTIONAL SECTION 4, TOWN 2 NORTH, RANGE 4 EAST
MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

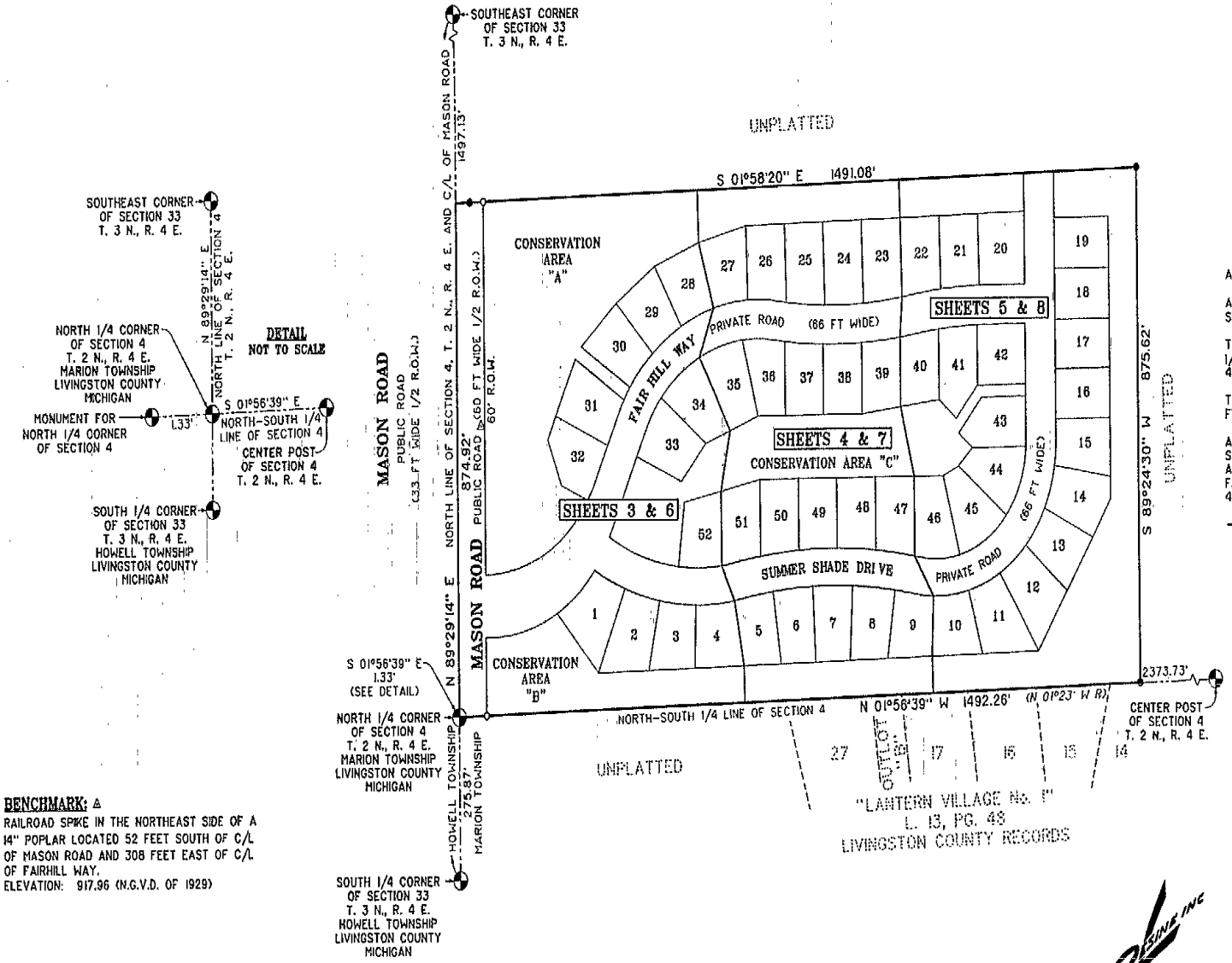
SCALE
100 0 50 100 200
(in feet)
1 inch = 100 feet.

COMPOSITE PLAN

DEVELOPER
MAPLE FARMS DEVELOPMENT, L.L.C.
A MICHIGAN LIMITED LIABILITY COMPANY
37601 TWELVE MILE ROAD
FARMINGTON HILLS, MI 48331

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





BENCHMARK: Δ
RAILROAD SPIKE IN THE NORTHEAST SIDE OF A 14" POPLAR LOCATED 52 FEET SOUTH OF C/L OF MASON ROAD AND 308 FEET EAST OF C/L OF FAIRHILL WAY.
ELEVATION: 917.96 (N.G.V.D. OF 1929)

LEGEND

ALL DIMENSIONS ARE IN FEET.

ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.

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

THE SYMBOL "●" INDICATES A FOUND CONCRETE MONUMENT.

ALL BEARINGS ARE IN RELATION TO SURVEY LINE OF I-96 EXPRESSWAY AS DEPICTED ON M.D.O.T. PLANS, FILE No. 47-R-2, CONTROL SECTION 47065, SHEET 32.

——— BOUNDARY LINE

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

HARIUSZ L. LUKOWICZ
PROFESSIONAL SURVEYOR No. 38119

JUN 13 2001
PROPOSED DATED

LIBER 3033 PAGE 0643

EXHIBIT "B" TO THE MASTER DEED OF

MAPLE FARMS

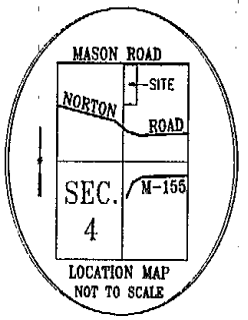
PART OF THE NORTHEAST 1/4
OF FRACTIONAL SECTION 4, TOWN 2 NORTH, RANGE 4 EAST
MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

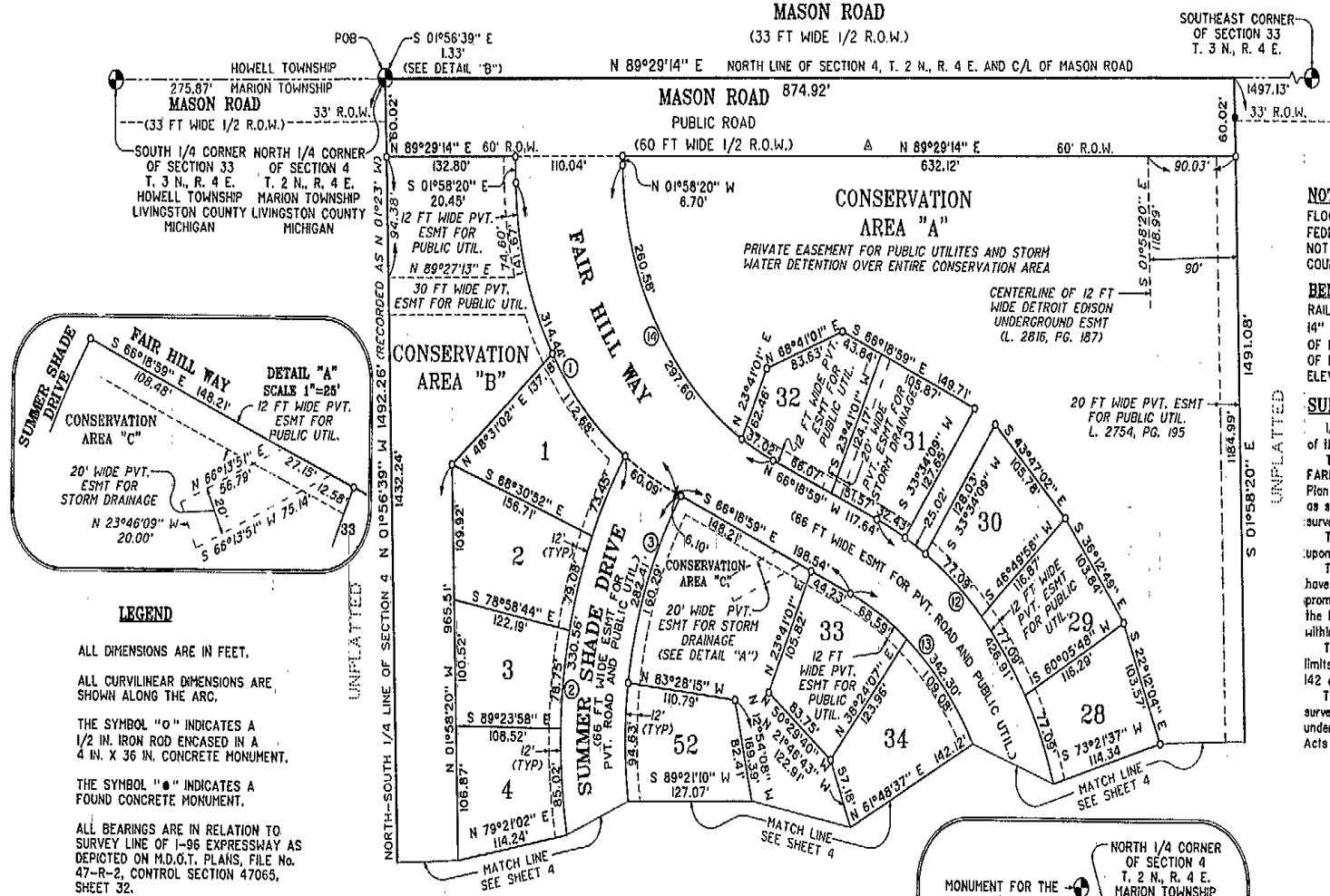
SURVEY PLAN

SCALE
50 0 25 50 100
(IN FEET)
1 inch = 50 feet.

DEVELOPER
MAPLE FARMS DEVELOPMENT, L.L.C.
A MICHIGAN LIMITED LIABILITY COMPANY
37801 TWELVE MILE ROAD
FARMINGTON HILLS, MI 48331

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





NOTE:
FLOOD INSURANCE RATE MAPS ISSUED BY FEDERAL EMERGENCY MANAGEMENT AGENCY DO NOT COVER MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN.

BENCHMARK: △
RAILROAD SPIKE IN THE NORTHEAST SIDE OF A 14" POPLAR LOCATED 52 FEET SOUTH OF C/L OF MASON ROAD AND 308 FEET EAST OF C/L OF FAIRHILL WAY.
ELEVATION: 917.96 (N.G.V.D. OF 1929)

SURVEYOR'S CERTIFICATE

I, MARIUSZ L. LUKOWICZ, a Professional Surveyor of the State of Michigan, hereby certify:

That the development plan known as "MAPLE FARMS", 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 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.

LEGEND

ALL DIMENSIONS ARE IN FEET.

ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.

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

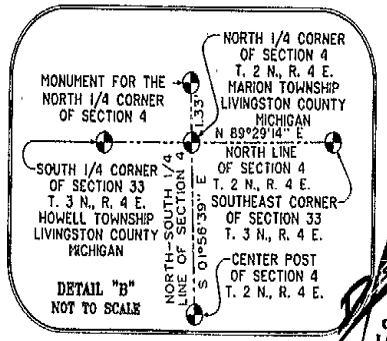
THE SYMBOL "●" INDICATES A FOUND CONCRETE MONUMENT.

ALL BEARINGS ARE IN RELATION TO SURVEY LINE OF I-96 EXPRESSWAY AS DEPICTED ON M.D.O.T. PLANS, FILE No. 47-R-2, CONTROL SECTION 47065, SHEET 32.

——— BOUNDARY LINE
- - - - - WATER MAIN ESMT
— — — — SANITARY SEWER ESMT
— · — · — STORM DRAINAGE ESMT
— — — — PVT. ESMT FOR PUBLIC UTIL.
⑫ CURVE IDENTIFIER

CURVE TABLE

#	CURVE LENGTH	CURVE RADIUS	CURVE DELTA	CHORD BEARING	CHORD DISTANCE
1	314.44'	280.00'	64°20'39"	S 34°08'39" E	298.16'
2	330.56'	433.00'	43°44'24"	S 09°20'01" W	322.59'
3	282.41'	367.00'	44°05'20"	N 09°30'29" E	275.49'
12	426.91'	333.00'	73°27'13"	N 29°35'22" W	398.27'
13	342.30'	267.00'	73°27'13"	S 29°35'22" E	319.33'
14	297.60'	265.00'	64°20'39"	N 34°08'39" W	282.21'



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

STATE OF MICHIGAN
MARIUSZ LUKOWICZ
PROFESSIONAL ENGINEER
No. 38119
LICENSED PROFESSIONAL SURVEYOR

MARIUSZ L. LUKOWICZ
PROFESSIONAL SURVEYOR No. 38119

JUN 13 2001
PROPOSED DATED

LIBER 30330 PAGE 0644

EXHIBIT "B" TO THE MASTER DEED OF

MAPLE FARMS

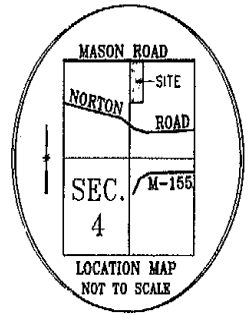
PART OF THE NORTHEAST 1/4
OF FRACTIONAL SECTION 4, TOWN 2 NORTH, RANGE 4 EAST
MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

SCALE
60 0 25 60 100
(IN FEET)
1 inch = 50 feet.

SURVEY PLAN

DEVELOPER
MAPLE FARMS DEVELOPMENT, L.L.C.
A MICHIGAN LIMITED LIABILITY COMPANY
37801 TWELVE MILE ROAD
FARMINGTON HILLS, MI 48331

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



LEGEND

ALL DIMENSIONS ARE IN FEET.

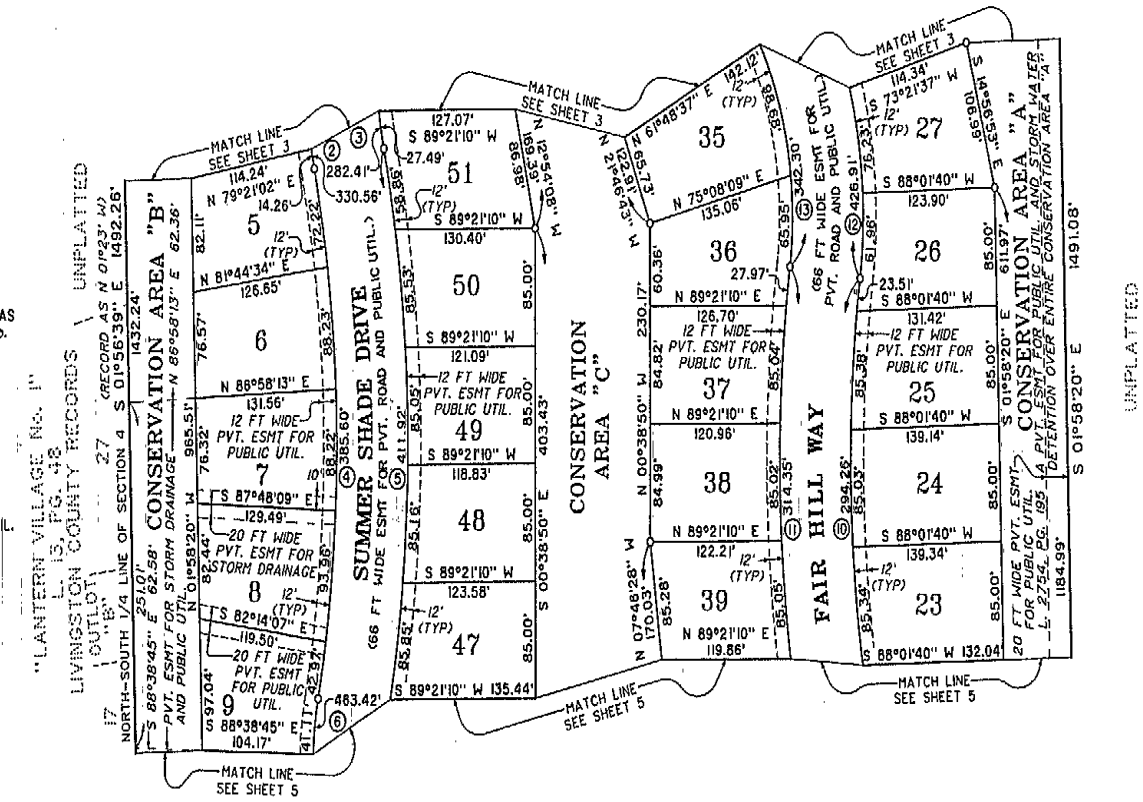
ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.

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

THE SYMBOL "●" INDICATES A FOUND CONCRETE MONUMENT.

ALL BEARINGS ARE IN RELATION TO SURVEY LINE OF I-96 EXPRESSWAY AS DEPICTED ON M.D.O.T. PLANS, FILE No. 47-R-2, CONTROL SECTION 47065, SHEET 32.

——— BOUNDARY LINE
-------WATER MAIN ESMT
– – – – SANITARY SEWER ESMT
- - - - STORM DRAINAGE ESMT
-------PVT. ESMT FOR PUBLIC UTIL.
⑫ CURVE IDENTIFIER



NOTE:
FLOOD INSURANCE RATE MAPS ISSUED BY FEDERAL EMERGENCY MANAGEMENT AGENCY DO NOT COVER MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN.

BENCHMARK: ▲
RAILROAD SPIKE IN THE NORTHEAST SIDE OF A 14" POPLAR LOCATED 52 FEET SOUTH OF C/L OF MASON ROAD AND 308 FEET EAST OF C/L OF FAIRHILL WAY.
ELEVATION: 917.96 (N.G.V.D. OF 1929)

CURVE TABLE

CURVE				CHORD	
#	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
2	330.56'	433.00'	43°44'24"	S 09°20'01" W	322.59'
3	282.41'	367.00'	44°05'20"	N 09°30'29" E	275.49'
4	385.60'	967.00'	22°50'50"	S 01°06'46" E	383.05'
5	411.92'	1033.00'	22°50'50"	N 01°06'46" W	409.20'
6	463.42'	263.00'	100°57'29"	S 40°10'05" E	405.75'
10	294.26'	967.00'	17°26'07"	N 01°34'49" W	293.13'
11	314.35'	1033.00'	17°26'07"	S 01°34'49" E	313.14'
12	426.91'	333.00'	73°27'13"	N 29°35'22" W	398.27'
13	342.30'	267.00'	73°27'13"	N 29°35'22" E	319.33'

SURVEYOR'S CERTIFICATE

I, MARIUSZ L. LUKOWICZ, a Professional Surveyor of the State of Michigan, hereby certify:

That the development plan known as "MAPLE FARMS", Livingston County Condominium Subdivision Plan No. 222 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.

STATE OF MICHIGAN
MARIUSZ L. LUKOWICZ
PROFESSIONAL SURVEYOR
No. 38119
LICENSED PROFESSIONAL SURVEYOR

MARIUSZ L. LUKOWICZ
PROFESSIONAL SURVEYOR No. 38119

JUN 13 2001
PROPOSED DATED

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

LIBER 3033 PAGE 0645

EXHIBIT "B" TO THE MASTER DEED OF

MAPLE FARMS

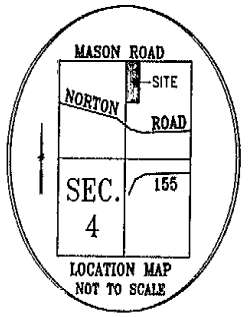
PART OF THE NORTHEAST 1/4
OF FRACTIONAL SECTION 4, TOWN 2 NORTH, RANGE 4 EAST
MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

SCALE
50 0 25 50 100
(IN FEET)
1 inch = 50 feet.

SURVEY PLAN

DEVELOPER
MAPLE FARMS DEVELOPMENT, L.L.C.
A MICHIGAN LIMITED LIABILITY COMPANY
37801 TWELVE MILE ROAD
FARMINGTON HILLS, MI 48331

SURVEYOR/ENGINEER
DESINE INC
2183 PLESS DRIVE
BRIGHTON, MI 481149463
(810) 227-9533



LEGEND

ALL DIMENSIONS ARE IN FEET.

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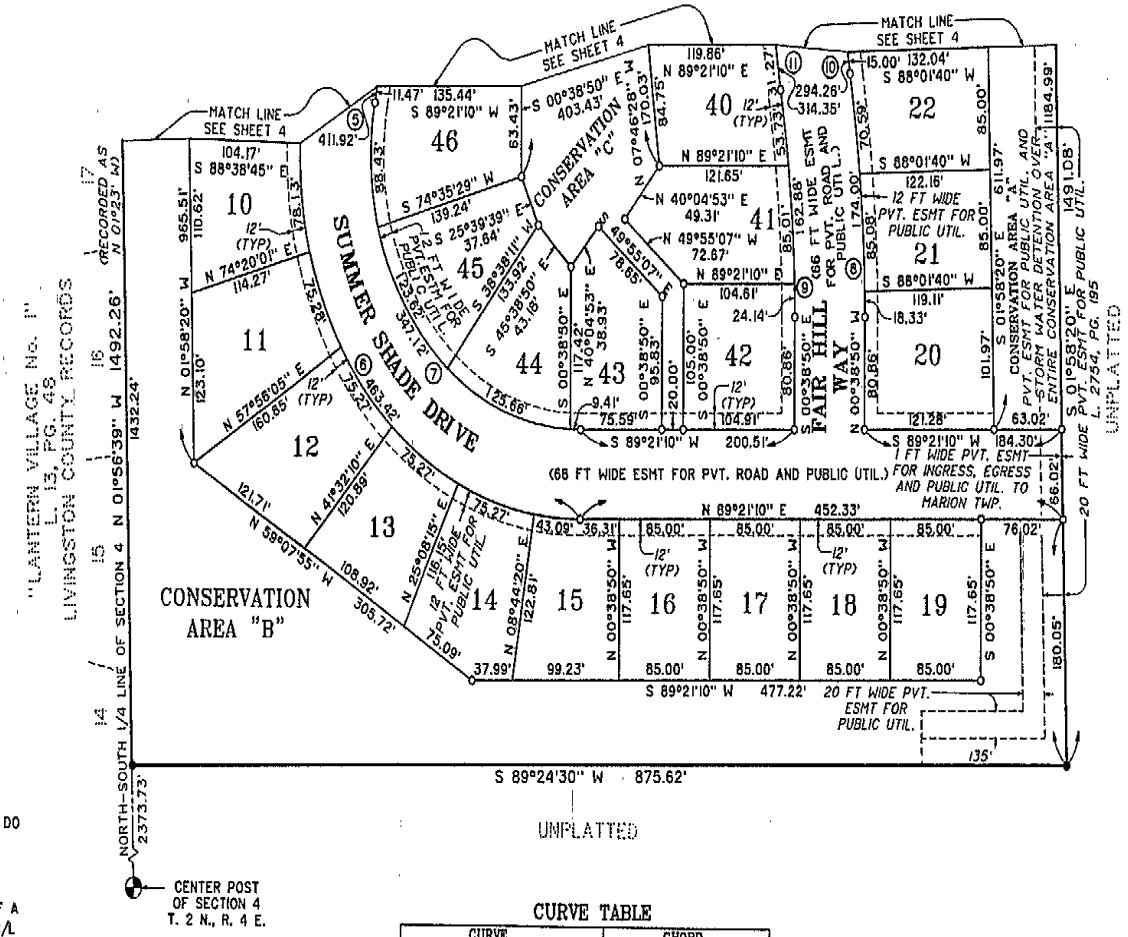
THE SYMBOL "●" INDICATES A FOUND CONCRETE MONUMENT.

ALL BEARINGS ARE IN RELATION TO SURVEY LINE OF I-96 EXPRESSWAY AS DEPICTED ON M.D.O.T. PLANS, FILE No. 47-R-2, CONTROL SECTION 47065, SHEET 32.

——— BOUNDARY LINE
-------WATER MAIN ESMT
– – – –SANITARY SEWER ESMT
– – – –STORM DRAINAGE ESMT
-------PVT. ESMT FOR PUBLIC UTIL.
⑫ CURVE IDENTIFIER



NOTE:
FLOOD INSURANCE RATE MAPS ISSUED BY FEDERAL EMERGENCY MANAGEMENT AGENCY DO NOT COVER MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN.

BENCHMARK: ▲
RAILROAD SPIKE IN THE NORTHEAST SIDE OF A 14" POPLAR LOCATED 52 FEET SOUTH OF C/L OF MASON ROAD AND 308 FEET EAST OF C/L OF FAIRHILL WAY.
ELEVATION: 917.96 (N.G.V.D. OF 1929)

CURVE TABLE

CURVE				CHORD	
#	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
5	411.92'	1033.00'	22°50'50"	N 01°06'46" W	409.20'
6	463.42'	263.00'	100°57'29"	S 40°10'05" E	405.75'
7	347.12'	197.00'	100°57'29"	N 40°10'05" W	303.93'
8	174.00'	1033.00'	09°39'03"	N 05°28'21" W	173.79'
9	162.88'	967.00'	09°39'03"	S 05°28'21" E	162.69'
10	294.26'	967.00'	17°26'07"	N 01°34'49" W	293.13'
11	314.35'	1033.00'	17°26'07"	S 01°34'49" E	313.14'

SURVEYOR'S CERTIFICATE

I, MARIUSZ L. LUKOWICZ, a Professional Surveyor of the State of Michigan, hereby certify:

That the development plan known as "MAPLE FARMS", 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 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.

STATE OF MICHIGAN
MARIUSZ L. LUKOWICZ
PROFESSIONAL SURVEYOR
No. 38119

MARIUSZ L. LUKOWICZ
PROFESSIONAL SURVEYOR No. 38119

JUN 13 2001
PROPOSED DATED

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

LIBER 3033 PAGE 0646

EXHIBIT "B" TO THE MASTER DEED OF

MAPLE FARMS

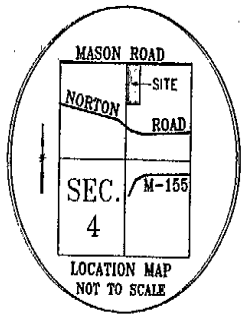
PART OF THE NORTHEAST 1/4
OF FRACTIONAL SECTION 4, TOWN 2 NORTH, RANGE 4 EAST
MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

SCALE
50 0 25 50 100
(IN FEET)
1 inch = 50 feet

SITE & UTILITY PLAN

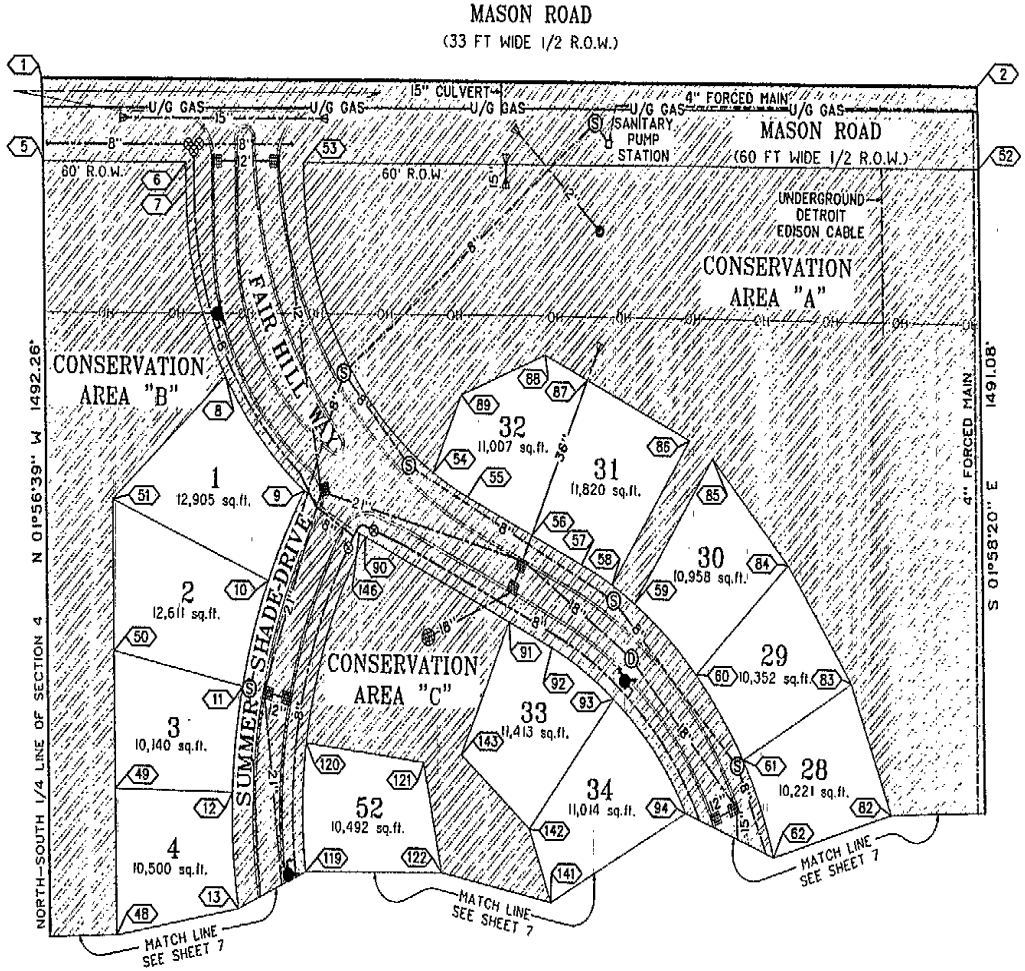
DEVELOPER
MAPLE FARMS DEVELOPMENT, L.L.C.
A MICHIGAN LIMITED LIABILITY COMPANY
37801 TWELVE MILE ROAD
FARMINGTON HILLS, MI 48331

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



COORDINATE POINTS

PT #	NORTHING	EASTING
1	11433.15	8730.84
2	11440.98	9605.73
5	11373.17	8732.88
6	11374.36	8865.67
7	11353.92	8866.37
8	11219.51	8906.10
9	11136.98	8981.70
10	11071.24	8949.15
11	10995.42	8927.05
12	10917.19	8919.09
13	10832.63	8926.52
48	10811.52	8814.25
49	10918.32	8810.57
50	11018.78	8807.11
51	11128.84	8803.33
52	11381.00	9607.78
53	11375.34	8975.70
54	11152.28	9101.57
55	11135.09	9134.33
56	11108.55	9194.83
57	11087.83	9242.06
58	11073.38	9271.08
59	11060.34	9292.43
60	11010.69	9351.18
61	10948.89	9396.97
62	10878.23	9427.35
82	10910.98	9536.90
83	11006.87	9497.77
84	11090.65	9436.42
85	11167.02	9363.22
86	11179.74	9341.66
87	11222.27	9244.71
88	11239.88	9204.56
89	11209.48	9126.66
90	11104.69	9039.32
91	11045.16	9175.04
92	11027.39	9215.55
93	10992.12	9274.15
94	10909.01	9343.63
119	10860.02	8988.85
120	10954.36	8987.44
121	10941.78	9097.52
122	10861.46	9115.92
141	10841.87	9218.37
142	10894.98	9197.15
143	10948.25	9132.54
146	11107.14	9033.73



LEGEND

STORM SEWERS AND ROADS MUST BE BUILT.

STORM SEWERS, SANITATION SEWERS, WATER MAINS AND ROADS PER PLANS BY DESINE INC. ON FILE WITH MARION TOWNSHIP.

LOCATIONS OF ELECTRIC, TELEPHONE, CABLE T.V. AND NATURAL GAS UTILITY LINE ON FILE WITH APPROPRIATE UTILITY COMPANY.

- SANITARY MANHOLE
- 8"—— SANITARY SEWER W/DIAMETER
- STORM DRAIN CONTROL STRUCTURE
- FLARED END SECTION
- YARD BASIN
- CATCH BASIN
- STORM DRAIN MANHOLE
- 12—— STORM DRAIN PIPE W/DIAMETER
- FIRE HYDRANT
- WATER SHUT OFF
- GATE VALVE
- 8"—— WATER MAIN W/DIAMETER
- BOUNDARY LINE
- (12) COORDINATE POINTS
- U/G GAS— UNDERGROUND GAS MAIN
- OVER HEAD LINES

GENERAL COMMON ELEMENT

LIMITS OF OWNERSHIP

STATE OF MICHIGAN
MARIUSZ L. LUKOWICZ
PROFESSIONAL SURVEYOR
No. 38119
LICENSED PROFESSIONAL SURVEYOR

MARIUSZ L. LUKOWICZ
PROFESSIONAL SURVEYOR No. 38119

JUN 18 2001
PROPOSED DATED

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

SHEET 6
OF 8

LIBER 3033 PAGE 0647

EXHIBIT "B" TO THE MASTER DEED OF

MAPLE FARMS

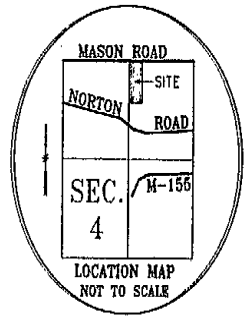
PART OF THE NORTHEAST 1/4
OF FRACTIONAL SECTION 4, TOWN 2 NORTH, RANGE 4 EAST
MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

SCALE
50 0 25 50 100
(IN FEET)
1 inch = 50 feet

SITE & UTILITY PLAN

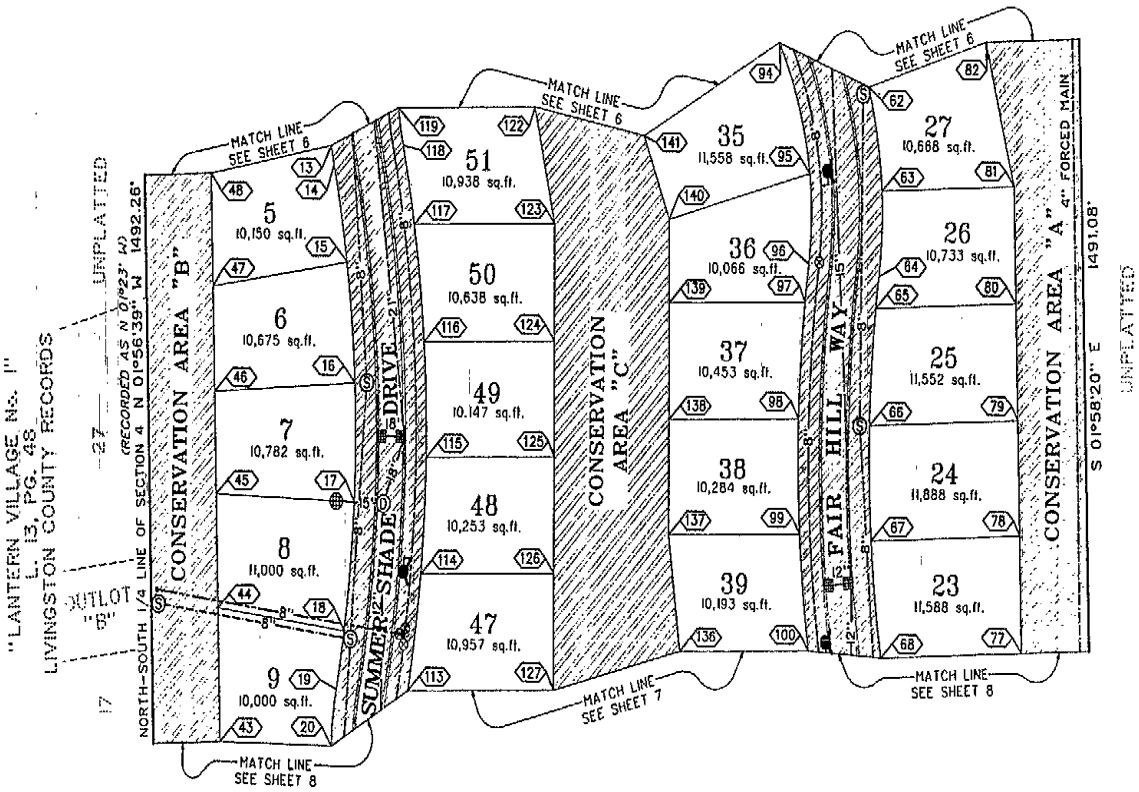
DEVELOPER
MAPLE FARMS DEVELOPMENT, L.L.C.
A MICHIGAN LIMITED LIABILITY COMPANY
37801 TWELVE MILE ROAD
FARMINGTON HILLS, MI 48331

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



COORDINATE POINTS

PT #	NORTHING	EASTING
13	10832.63	8926.52
14	10818.66	8929.39
15	10747.64	8942.42
16	10659.88	8951.09
17	10571.69	8951.73
18	10478.12	8943.57
19	10435.68	8936.82
20	10394.82	8932.65
43	10397.28	8828.51
44	10494.26	8825.17
45	10576.85	8822.34
46	10652.92	8819.71
47	10729.45	8817.07
48	10811.52	8814.25
62	10676.23	9427.35
63	10803.35	9440.67
64	10741.50	9438.72
65	10718.14	9436.08
66	10632.92	9431.29
67	10547.97	9434.01
68	10463.27	9444.24
77	10467.81	9576.20
78	10552.76	9573.28
79	10637.71	9570.35
80	10722.66	9567.43
81	10807.61	9564.50
82	10910.98	9536.90
94	10909.01	9343.63
95	10815.49	9373.30
96	10749.70	9373.23
97	10721.91	9370.13
98	10637.03	9365.34
99	10552.06	9367.55
100	10467.53	9376.74
113	10435.16	9003.75
114	10520.29	9014.64
115	10605.34	9018.43
116	10690.31	9015.22
117	10775.20	9004.94
118	10832.99	8993.81
119	10860.02	8988.85
122	10861.46	9115.92
123	10776.67	9135.34
124	10691.68	9136.30
125	10606.68	9137.26
126	10521.69	9138.22
127	10436.69	9139.18
136	10466.18	9256.89
137	10550.68	9245.35
138	10635.67	9244.39
139	10720.48	9243.44
140	10780.84	9242.76
141	10841.87	9218.37



LEGEND

STORM SEWERS AND ROADS MUST BE BUILT.

STORM SEWERS, SANITATION SEWERS, WATER MAINS AND ROADS PER PLANS BY DESINE INC. ON FILE WITH MARION TOWNSHIP.

LOCATIONS OF ELECTRIC, TELEPHONE, CABLE T.V. AND NATURAL GAS UTILITY LINE ON FILE WITH APPROPRIATE UTILITY COMPANY.

- Ⓢ SANITARY MANHOLE
- ----8"---- SANITARY SEWER W/DIAMETER
- STORM DRAIN CONTROL STRUCTURE
- FLARED END SECTION
- YARD BASIN
- CATCH BASIN
- Ⓓ STORM DRAIN MANHOLE
- ----12"---- STORM DRAIN PIPE W/DIAMETER
- FIRE HYDRANT
- WATER SHUT OFF
- GATE VALVE
- ----8"---- WATER MAIN W/DIAMETER
- BOUNDARY LINE
- (12) COORDINATE POINTS
- GENERAL COMMON ELEMENT
- LIMITS OF OWNERSHIP

MARIUSZ L. LUKOWICZ
PROFESSIONAL SURVEYOR No. 38119

JUNE 18 2001

PROPOSED DATED

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

LIBER 3033 PAGE 0648

EXHIBIT "B" TO THE MASTER DEED OF

MAPLE FARMS

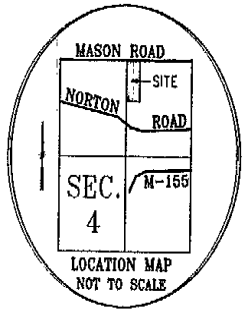
PART OF THE NORTHEAST 1/4
OF FRACTIONAL SECTION 4, TOWN 2 NORTH, RANGE 4 EAST
MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

SCALE
50 0 25 50 100
(IN FEET)
1 Inch = 50 feet

SITE & UTILITY PLAN

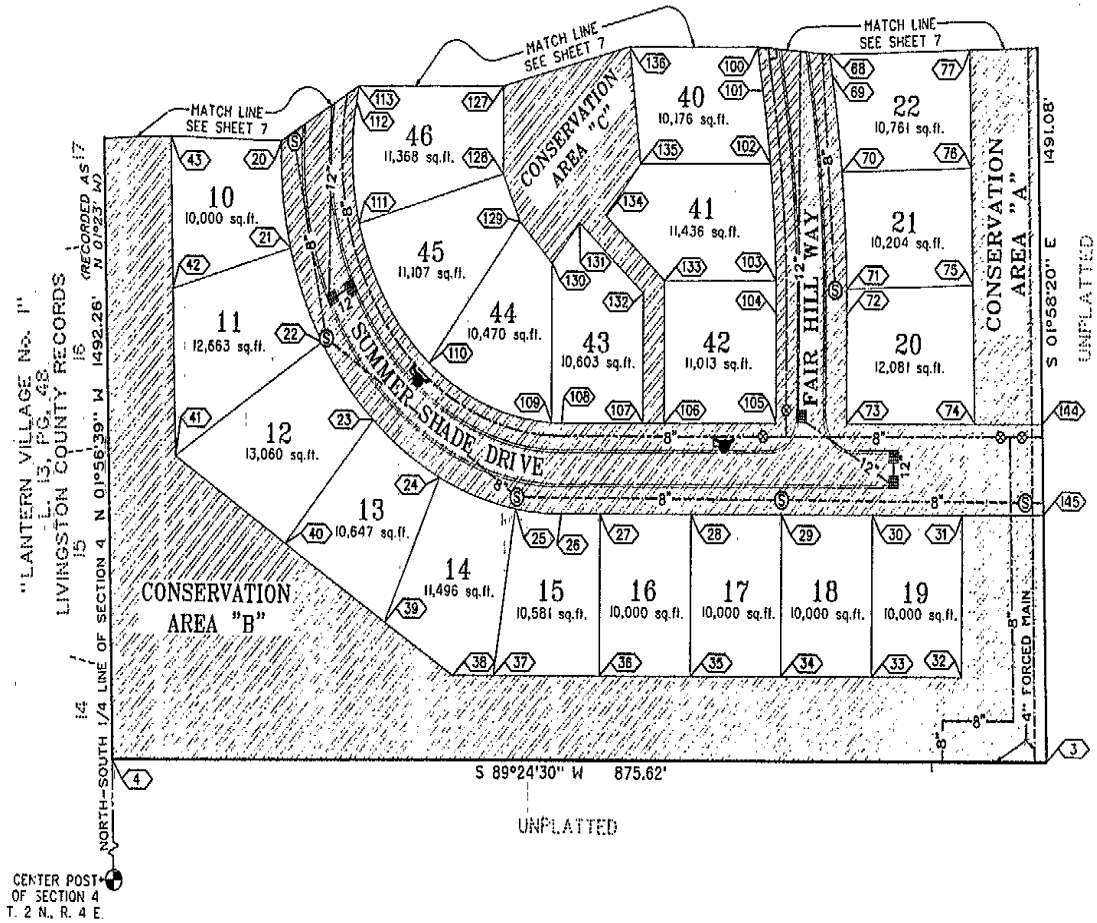
DEVELOPER
MAPLE FARMS DEVELOPMENT, L.L.C.
A MICHIGAN LIMITED LIABILITY COMPANY
37801 TWELVE MILE ROAD
FARMINGTON HILLS, MI 48331

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



COORDINATE POINTS

PT #	NORTHING	EASTING
3	9950.79	9857.04
4	9941.75	8781.46
20	10394.82	8932.65
21	10317.59	8942.35
22	10246.99	8972.70
23	10191.74	9021.18
24	10150.52	9083.86
25	10128.66	9155.62
26	10125.62	9198.55
27	10126.03	9234.85
28	10126.99	9319.85
29	10127.95	9404.84
30	10128.91	9489.84
31	10129.87	9574.83
32	10012.23	9576.16
33	10011.27	9491.16
34	10010.31	9406.17
35	10009.35	9321.18
36	10006.39	9236.18
37	10007.27	9136.96
38	10006.84	9098.97
39	10045.37	9034.52
40	10101.25	8941.02
41	10183.70	8836.56
42	10286.73	8832.32
43	10397.28	8828.51
68	10463.27	9444.24
69	10448.49	9446.80
70	10376.66	9457.04
71	10293.81	9463.01
72	10275.49	9463.38
73	10194.63	9464.29
74	10196.00	9585.56
75	10297.91	9582.05
76	10382.86	9579.13
77	10467.81	9576.20
100	10467.53	9376.74
101	10436.69	9381.87
102	10383.59	9390.00
103	10298.87	9396.81
104	10274.74	9397.38
105	10193.88	9398.29
106	10192.70	9293.39
107	10192.47	9273.39
108	10191.62	9197.80
109	10191.74	9188.39
110	10234.73	9072.57
111	10336.26	9005.66
112	10423.87	9001.76
113	10435.16	9003.75
127	10436.69	9139.18
128	10373.26	9139.90
129	10336.34	9156.19
130	10309.15	9187.07
131	10338.94	9212.13
132	10288.30	9272.31
133	10297.69	9292.20
134	10344.48	9236.60
135	10382.21	9268.36
136	10466.18	9256.89
144	10196.71	9648.57
145	10130.73	9650.85



LEGEND

STORM SEWERS AND ROADS MUST BE BUILT.

STORM SEWERS, SANITATION SEWERS, WATER MAINS AND ROADS PER PLANS BY DESINE INC. ON FILE WITH MARION TOWNSHIP.

LOCATIONS OF ELECTRIC, TELEPHONE, CABLE T.V. AND NATURAL GAS UTILITY LINE ON FILE WITH APPROPRIATE UTILITY COMPANY.

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- 8"—— WATER MAIN W/DIAMETER
- BOUNDARY LINE
- (12) COORDINATE POINTS

GENERAL COMMON ELEMENT

LIMITS OF OWNERSHIP

MARIUSZ L. LUKOWICZ
PROFESSIONAL SURVEYOR No. 38119

JUN 13 2001
PROPOSED DATED

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

SHEET 8 OF 8

EXHIBIT C TO MASTER DEED-MAPLE FARMS CONDOMINIUM

TOWNSHIP OF MARION
PLANNED UNIT DEVELOPMENT AGREEMENT

MAPLE FARMS CONDOMINIUM

THIS AGREEMENT is made as of the 15th day of February, 2001 by, between and among the Township of Marion, Livingston County, Michigan, herein called the "Township", the offices of which are located at 2877 West Coon Lake Road, Howell, Michigan 48843, Grissim Investments, L.L.C., a Michigan Limited Liability Company, and WALC Investment Group, L.L.C., a Michigan Limited Liability Company, tenants in common, of 4239 Windmill Farms Road, Milford, Michigan 48380, their successors and assigns, herein called the "Developer", MAPLE FARMS DEVELOPMENT, L.L.C., a Michigan Limited Liability Company of 37801 Twelve Mile Road, Farmington Hills, Michigan 48331, its successors and assigns, herein called the "Successor Developer", and Maple Farms Condominium Association, a Michigan non profit corporation, of 4239 Windmill Farms Road, Milford, Michigan 48380, herein called the "Association".

W I T N E S S E T H :

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

> Beginning at the North 1/4 corner of fractional Section 3, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan, said point being S 01°56'39" E 1.33 feet from the monumented corner of said section; thence N 89°29'14" E 874.92 feet along the North line of said section, the Marion-Howell Township line and the centerline of Mason Road; thence S 01°58'20" E 1491.08 feet; thence S 89°24'30" W 875.62 feet; thence N 01°56'39" W (recorded as N 01°23'W) 1492.27 feet along the East line of "Lantern Village No. 1" a subdivision as recorded in liber 13 of plats, page 48, Livingston County Records and the North-South 1/4 line (as monumented) to the Place of Beginning. Being a part of the Northeast 1/4 of fractional Section 3, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Containing 29.96 acres of land, more or less. Subject to the rights of the public over the Northerly 33.00 feet thereof as occupied by Mason Road, also being subject to easements and restrictions of record, if any,

hereinafter sometimes referred to as the "Development", and

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

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

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

WHEREAS, various portions of the Common Elements of the Condominium will constitute "Common Areas" and "Open Space" under the approved Site Plan; and

WHEREAS, the Association has been established for the purposes of representing the owners of units in the Condominium in managing, maintaining and administering the Condominium, including the Common Elements thereof, pursuant to the Act and the Condominium Documents for said Condominium; and

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

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

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

2. **Use of Common Areas and Open Space in Accordance with Township Requirements**. The Common Areas and Open Space as shown on the Site Plan of the Development, may be used for such purposes as are permitted by the Developer in the Condominium Documents, but no use of property within such areas shall violate any of the statutes of the State of Michigan or

the ordinances of the Township or be in conflict with the provisions of this agreement or the approved Site Plan.

3. **Development, Construction and Maintenance of Development and Common Areas and Open Space Improvements in Accordance with Township Requirements**. Approval by the Township of this Development under Article XIII of the Marion Township Zoning Ordinance is conditioned upon the development, construction and maintenance of the Development in accordance with the Site Plan approved by the Township Planning Commission on September 26, 2000 and the Township Board on February 8, 2001, said Site Plan being incorporated herein by reference; compliance with all specific conditions of said approval as set forth on the approved Site Plan and in the minutes of the Planning Commission and Township Board; and compliance with all applicable ordinances of the Township and in accordance with the Condominium Documents. Without limitation of the foregoing, the following applies to this Development:

(a) The maximum number of Units proposed to be developed is 52 resulting in a proposed density of approximately 1.7 units per acre. The Development is restricted to single-family residential purposes and permitted accessory uses thereto as set forth in applicable Township Ordinances and the Condominium Documents.

(b) It is the intention of the Developer to develop the Condominium in one phase as follows:

(1) Timing of street and utility improvements from final approval to completion - twelve (12) months after final approval.

(2) Home building - forty-eight (48) months.

(c) As set forth on the approved Site Plan, the Development will include a passive park with gazebo, play equipment and a nature trail.

(d) The Developer shall install a sidewalk for each residence during the construction period of that residence and in addition will install a street tree of at least 3" caliper for each residence as it is constructed where one or more trees of that size are not already existing.

(e) Residential structures in the Development shall have the following minimum square footage:

Single-story: 1500 square feet
Two-story: 1900 square feet

(f) The Common Areas and Open Spaces shall be installed and maintained in accordance with the approved final Site Plan.

(g) The covenants, grants of easement (including easements for public utilities) and other restrictions for the benefit of the Township as contained in the Master Deed submitted to and reviewed by the Township Board as set forth in paragraph 1 of this Agreement are hereby incorporated herein by reference.

(h) It is acknowledged that had the Development not been approved as a residential development under Article XIII "Planned Unit Development District" of the Marion Township Zoning Ordinance, the regulations which would otherwise have been applicable to this property are those that are contained in the Township's Zoning Ordinance for Suburban Residential Districts.

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

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

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

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

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

6. **Grant of Easements to Township**. The Developer and the Association hereby grant an easement and right-of-way over the streets, roadways, driveways, Units, Common Areas and Open Spaces of the Development to the Township and its assigns or agents. Said right-of-way and easement is only for the purpose of permitting the Township reasonably to enter upon said streets, roads, driveways, Units, Common Areas and Open Spaces with its municipal vehicles for the purpose of rendering service to the Development for emergency and public safety purposes and to enter upon and maintain the Common Areas and Open Spaces in accordance with this Agreement. Such vehicles shall include, without limitation, police vehicles, fire apparatus, water and sewer vehicles, maintenance and service vehicles, emergency medical vehicles and other municipally-owned motor vehicles. In no way shall the granting of this easement in and of itself be construed as a dedication of any portion of said streets, roads, driveways, Units, Common Areas and/or Open Spaces to the public. This Agreement shall not be construed to limit the easement rights of the Township which are granted and conveyed to the Township in the Master Deed.

7. **Special Assessment Districts for Sewer and Water**. The Developer on its own behalf and on behalf of its successors, assigns and the future owners of the development and the Association hereby ratify and confirm and consent to the previous establishment of a special assessment district for the provision of sewer services to the development in the principal amount of Two Hundred Ninety-Five Thousand Nine Hundred Fifty-Three ($295,953.00) Dollars plus the established interest rate and a 20-year amortization period. The Developer on its own behalf and on behalf of its successors and assigns and future owners of the development and the Association further consent to the proposed establishment of a special assessment district for provision of water services to the development in the principal amount of One Hundred Eighty-Four Thousand Eighty ($184,080.00) Dollars plus interest at the established rate and an amortization period of twenty (20) years. It is understood that the principal amount of each of said special assessments is calculated on the basis of the provision of 47 sewer taps at Five Thousand Four Hundred Ninety-Nine ($5499.00) Dollars per tap, 5 sewer taps at Seven Thousand Five Hundred ($7500.00) Dollars per tap and 52 water taps at Three Thousand Five Hundred Forty ($3540.00) Dollars per tap respectively to the development. Upon establishment of the Condominium by the recording of the Master Deed with the Livingston County Register of Deeds, a proportionate amount of the respective sewer and water special assessment shall be assessed to each of the 52 units and collected as part of the real property tax bill for each of said units. Such proportionate amount assessed to each of the units shall be 1/52 each of the sewer and water special assessments. The owner of each unit in the Condominium including the Developer shall be responsible for the payment of all installments of principal and interest for each of the sewer and water special assessments which accrue during such period of ownership of the unit. In this respect, the parties acknowledge that upon the sale of a unit in the Condominium by either the Developer or any subsequent purchaser, the full amount of the sewer and water special assessment attributable to the unit shall not be due but only such installments of principal and interest as shall have accrued and are unpaid as of the date of sale.

At such time as the water and sewer infrastructure have been inspected by the Township and have passed full inspection, then the Developer and the Association as their interests appear shall dedicate such infrastructure to the Township.

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

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and date set forth at the outset of this Agreement.

Witness:

Janet C. MacAinsh

Janet C. MacAinsh

Polly A. Schmitz

Polly A. Schmitz

TOWNSHIP OF MARION
A Michigan Municipal Corporation

By: James H Lepper
JAMES H LEPPEK
Its: Supervisor

By: Myrna Schlittler
MYRNA SCHMITTLER
Its: Clerk

Suzanne E. Smak

SUZANNE E. SMAK

Donald C. Harms

DONALD C. HARMS

GRISSIM INVESTMENTS, L.L.C.
A Michigan Limited Liability Company
tenant in common

By: John N. Grissim
John N. Grissim, Member

Suzanne E. Smak

SUZANNE E. SMAK

Donald C. Harms

DONALD C. HARMS

WALC INVESTMENT GROUP, L.L.C.
A Michigan Limited Liability Company
tenant in common

By: Charles W. Loughrey
Charles W. Loughrey, Manager

Suzanne E. Smak

SUZANNE E. SMAK

Donald C. Harms

DONALD C. HARMS

MAPLE FARMS CONDOMINIUM ASSOCIATION, a Michigan non profit corporation

By: Charles W. Loughrey
Charles W. Loughery

Its: President

MAPLE FARMS DEVELOPMENT, L.L.C.
A Michigan Limited Liability Company

By: _____
John N. Grissim, Manager

_____
SUZANNE E. SMAK

_____
DONALD C. HARMS

State of Michigan)
)ss.
County of Livingston)

The foregoing instrument was acknowledged before me this 20th day of March, 2001, by James H. Leppek and Myrna Hohlfeldt, the Supervisor and Clerk, respectively, of the Township of Marion, a Michigan municipal corporation, on behalf of said corporation.

_____
Notary Public Sue E. Lingle
My Commission Expires 7-12-03

State of Michigan)
)ss.
County of Oakland)

The foregoing instrument was acknowledged before me this 28th day of Feb., 2001 by John N. Grissim, a Member of Grissim Investments, L.L.C., a Michigan Limited Liability Company, on behalf of said company.

_____
Notary Public

SUZANNE E. SMAK
Notary Public, Oakland County, MI
My Commission Expires
02/03/05

State of Michigan)
)ss.
County of Oakland)

The foregoing instrument was acknowledged before me this 28th day of Feb., 2001 by Charles W. Loughrey, Manager of WALC Investment Group, L.L.C., a Michigan Limited Liability Company, on behalf of said company.

_____
Notary Public

SUZANNE E. SMAK
Notary Public, Oakland County, MI
My Commission Expires
02/03/05

State of Michigan)
)ss.
County of Oakland)

The foregoing instrument was acknowledged before me this 28th day of Feb., 2001 by Charles W. Loughery, President of MAPLE FARMS ASSOCIATION, a Michigan non profit corporation, on behalf of said corporation.

Suzanne E. Smak
Notary Public

SUZANNE E. SMAK
Notary Public, Oakland County, MI
My Commission Expires
02/03/05

State of Michigan)
)ss.
County of Oakland)

The foregoing instrument was acknowledged before me this 28th day of Feb., 2001 by John N. Grissim, Manager, of MAPLE FARMS DEVELOPMENT, L.L.C., a Michigan Limited Liability Company, on behalf of said company.

Suzanne E. Smak
Notary Public

SUZANNE E. SMAK
Notary Public, Oakland County, MI
My Commission Expires
02/03/05

grissim/windmill/maple farms/pud agreement
02/19/01

Drafted by:

Donald C. Harms
37899 Twelve Mile Road, Suite 300
Farmington Hills, MI 48331-3026

When recorded return to: