

RECORDED

2005 MAY 17 P 3:59

SALLY REYNOLDS
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.

5-17-2005 *Dianne H. Hardy*
Dianne H. Hardy, Treasurer
Sec. 185 Act 266, 1893 as Amended
Taxes not examined 10679

HOMESTEAD DENIALS NOT EXAMINED

FOX MEADOWS CONDOMINIUM

#336
MASTER DEED

337/4

This Master Deed is made and executed on this 17th day of ~~April~~ ^{May}, 2005, by Fox Meadows Development, L.L.C. a Michigan limited liability company, hereinafter referred to as "Developer", whose address is 399 N. Old U.S. 23, Brighton, Michigan 48114, in pursuance to the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WITNESSETH:

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Fox Meadows Condominium as a Condominium under the Act and does declare that Fox Meadows Condominium (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other matter utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed, together with the following exhibits hereto: Exhibit A, Condominium Bylaws, Exhibit B, Condominium Subdivision Plan, Exhibit C, Easement for Storm Water Drainage and Detention, Exhibit D, Michigan Bell Easement, Exhibit E, Utility Easement, and Exhibit F, Sign Easement. All of these Exhibits shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

10-05-200-042, CML
10-05-200-043, CML

ARTICLE I**TITLE AND NATURE**

The Condominium shall be known as Fox Meadows Condominium, Livingston County Condominium Subdivision Plan No. 336. The architectural plans and specifications for each Unit constructed or to be constructed in the Condominium have been or will be filed with the Marion Township, Livingston County, Michigan. The Condominium is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions, and area of each Unit therein, and the approximate location of Units not yet constructed, and the designation of Common Elements as General Common Elements or Limited Common Elements are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto and/or in Article IV of this Master Deed. Each Unit is created for residential purposes and is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his Unit and shall have an undivided and inseparable interest with the other Co-owners in the Common Elements of the Condominium and shall share with the other Co-owners the Common Elements of the Condominium as provided in this Master Deed. The provisions of this Master Deed, including, but without limitation, the purposes of the Condominium, shall not be construed to give rise to any warranty or representation, express or implied, as to the composition or physical condition of the Condominium, other than that which is expressly provided herein.

ARTICLE II**LEGAL DESCRIPTION**

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

A parcel of land located in the Northeast quarter of Section 5 and the Northwest 1/4 of parcel 6, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Said parcel more particularly described as: Beginning at the Northeast Section corner of Section 5, T2N-R4E, Marion Township, Livingston County, Michigan; thence North 89° 49' 40" East, 41.78 feet on the North line of said Section 5 and centerline of "Mason Road"(66'wide, public); thence South 01° 06' 11" East, 212.56 feet; thence South 89° 54' 02" East, 572.93 feet; thence South 17° 46' 45" East, 633.57 feet; thence North 82° 35' 15" West, 773.98 feet; thence North 00° 55' 17" West, 129.36 feet; thence North 82° 35' 15" West, 177.36 feet; thence North 07° 04' 52" East, 300.17 feet; thence South 82° 37' 41" East, 46.00 feet; thence 18.62 feet on the arc of a 263.00 foot radius curve to the right, Containing a delta angle of 4° 03' 21", the long chord of which measures North 02° 33' 07" West, 18.61 feet; thence North 00° 31' 26" West, 253.70 feet; thence along the North line of said Section 5 and centerline of Mason road, (66 foot wide), North 89°

37' 45" East, 53.74 feet to the POINT OF BEGINNING; Said parcel contains 10.15 acres more or less, being subject to easements and restrictions of record, if any.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but 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 Fox Meadows Condominium Association, a Michigan Nonprofit Corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Fox Meadows as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 2. Arbitration Association. "Arbitration Association" means the American Arbitration Association or its successor.

Section 3. Association. "Association" means Fox Meadows Condominium Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

Section 4. Board of Directors or Board. "Board of Directors" or "Board" means the Board of Directors of Fox Meadows Condominium Association, a Michigan nonprofit corporation organized to manage, maintain and administer the Condominium.

Section 5. Bylaws. "Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the Corporate Bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 6. Common Elements. "Common Elements," where used without modification, means both the General and Limited Common Elements, if any, described in Article IV hereof.

Section 7. Condominium Documents. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, 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 8. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, and the buildings, improvements and structures thereon, and all easements, rights and appurtenances belonging to Fox Meadows as described above.

Section 9. Condominium Project, Condominium, or Project. "Condominium Project," "Condominium," or "Project" means Fox Meadows as a Condominium established in conformity with the provisions of the Act.

Section 10. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" hereto.

Section 11. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Fox Meadows Condominium as a completed Condominium. The Consolidating Master Deed shall reflect the entire land area of the Condominium and all Units and Common Elements therein, and shall express percentages of value pertinent to each Unit as finally readjusted, if applicable. Such Consolidating Master Deed, when recorded in the office of the Livingston County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 12. Construction and Sales Period. "Construction and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for so long as the Developer continues to construct or proposes to construct additional Units in the Condominium, together with any applicable warranty period in regard to such Units.

Section 13. Co-owner. "Co-owner" means a person, firm, corporation, partnership, limited liability company, limited liability partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium, and shall include land contract vendors and vendees. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."

Section 14. Developer. "Developer" means Fox Meadows 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 term is used in the Condominium Documents.

Section 15. First Annual Meeting. "First Annual Meeting" means the initial meeting at which nondeveloper Co-owners are permitted to vote for the election of all directors and upon all other matters which may properly be brought before the meeting. Such meeting is to be held: (a) in the Developer's sole discretion after fifty (50%) percent of the

Units which may be created are sold, or (b) mandatorily after the elapse of fifty-four (54) months from the date of the first Unit conveyance, or (c) mandatorily after seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs.

Section 16. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 17. Unit or Condominium Unit. "Unit" or "Condominium Unit" means a single residential Unit in Fox Meadows Condominium as such Unit may be described in Exhibit "B" hereto and in Article V, Section 1 below, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner(s) of the Unit within which they are located and shall not, unless otherwise expressly provided for in the Condominium Documents, constitute Common Elements.

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

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

ARTICLE IV

COMMON ELEMENTS

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

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

- (a) Land. The land described in Article II hereof and any easement interests of the Condominium in the land provided to it for ingress and egress, if any, and other common areas, when included as part of the Condominium.
- (b) Roadways. All roadways designated on the Condominium Subdivision Plan, subject to the rights of the public, if any, over any portions of rights-of-way.
- (c) Electrical. The electrical transmission system throughout the Project to the extent that it serves all Units up to the point of connection with the Unit as defined in Article V, section 1 herein.

- (d) Telecommunications. The telephone, cable television, and/or telecommunication system throughout the Project to the extent that it serves all Units up to the point of connection with the Unit as defined in Article V, section 1 herein.
- (e) Gas. The gas distribution system throughout the Project to the extent that it serves all Units up to the point of connection with the Unit as defined in Article V, section 1 herein.
- (f) Site Lighting. Any lights, or system of lights, designed to provide illumination for the Condominium Premises as a whole.
- (i) Stormwater Maintenance System. The entire stormwater maintenance system (including retention and detention areas and easements) throughout the Project as shown on Exhibit B.
- (j) Sanitary Sewer. The sanitary sewer system located through the Project up to the point of connection with the Unit as defined in Article V, Section 1 herein.
- (k) Water Distribution System. The water distribution system located throughout the Project up to the point of connection with the Unit as defined in Article V, Section 1 herein.
- (l) Easements. All beneficial easements that may exist or may be created in the Master Deed, including those shown on Exhibit B hereof, or otherwise for the benefit of all Units.
- (m) Entrance and Landscaped Areas. The entrance areas, including the identifying entrance sign for the Condominium Project, and all other General Common Elements landscaped areas within the Project as designated on the Condominium Subdivision Plan, the Landscaping Plan, as approved by Marion Township, and/or as established by the Developer and/or the Association.
- (n) Underground Lawn Irrigation System. The underground lawn irrigation system throughout the Condominium, if any.
- (o) Other. Such other elements of the Condominium not herein designated as General or Limited Common Elements and which are intended for common use or necessary to the existence, upkeep and safety of the Condominium.

Some or all of the utility lines, systems (including mains and service leads) and equipment, the cable television system, and the telecommunications system, if and when constructed, 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 cable television and telecommunications systems, if and when constructed, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Elements. The Limited Common Elements in the Condominium Project are:

- (a) Greenbelt Easement. The Greenbelt Easement located adjacent to the Condominium Units as designated on Exhibit "B" hereto shall be limited in use to the Co-owner(s) of the Unit to which it is adjacent.
- (b) Utility Laterals. Utility laterals from the connection to the mains are limited to the Unit served thereby.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Units and the General and Limited Common Elements are as follows:

- (a) General Common Elements. The costs of maintenance, decoration, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provisions of the Bylaws (Exhibit "A" hereto) expressly to the contrary.
- (b) Limited Common Elements. The costs of maintenance, repair, and replacement, if any of the Limited Common Elements shall be borne by the Co-owners of the Units which are served thereby.
- (c) Greenbelt Easement. The Greenbelt Easement shall be maintained in perpetuity. The maintenance and costs of maintenance of the Greenbelt Easement shall be the responsibility of each Co-owner of the Unit located directly adjacent to said Easement.
- (d) Public Utilities. Public utilities furnishing services such as electricity and telephone to the Condominium shall have access to the Common Elements and Condominium Units as may be reasonable for the reconstruction, repair or maintenance of such services, shall be borne by the individual Co-owners and/or by the Association, as the case may be, as set forth in the provisions of this Article IV, Section 3.
- (e) Roadways. Maintenance of the private roads in the Development are the sole responsibility of Developer, its successors, and assigns until the First Annual Meeting of the Members of the Association, when the Association will take over maintenance responsibility for the private roads. Developer, or its successors and assigns, or the Association as applicable, shall bear the full

cost of repairing and maintaining the private roads in the Development in accordance with local ordinances, including, but not limited to, snow removal and the maintenance of clear road width for emergency vehicles, and shall keep it in a reasonable state of repair so that normal access in the Development is not impeded. In the event the private road shall fall into a state of disrepair, the Township may, in its sole discretion, bring the road up to established Livingston County Road Commission standards and assess the cost of those improvements, together with an administrative fee of twenty-five percent (25%) of the costs of the improvements against the Association and/or co-owners, as the case may be. No public funds of Marion Township shall be used to build, repair, or maintain the private roadways in the Development.

Additionally, Co-owners shall refrain from prohibiting, restricting, limiting, or in any manner interfering with normal ingress and egress and use of the private roads by any of the other Co-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 roads.

- (f) Stormwater Maintenance System. The costs of maintenance, repair and replacement of the stormwater maintenance system, including the detention/retention basins, shall be borne by the Association in accordance with local ordinances and the Easement for Storm Water Drainage and Detention attached hereto as Exhibit C. In the event the Association fails to maintain the detention pond, the Township shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, repair, or replace the detention/retention basin all at the expense of the Association and all Co-owners of the Condominium. Such right shall be conditioned upon 10 days advance written notice to the Association of the intention to take such action. Failure of the Township to take such action shall not be deemed a waiver of the Township's right to take any such action at a future time, nor shall the Township be liable to any Co-owner or any other person for failure to take such action. The Township shall have easements in furtherance of the rights accorded them hereunder as set forth in this Master Deed and no exercise of such rights shall be deemed to be a trespass or other infringement of the rights of the Association, any Co-owner, lessee or other person and shall not render the Township liable to any person whatsoever on account of such exercise. All costs incurred by the Township in performing any responsibilities under this section which are required in the first instance to be borne by the Association shall be assessed equally against all Co-owners and collected as part of the real property taxes on the Condominium Units. Any costs becoming assessable hereunder shall include only the direct costs of such maintenance, repair, or replacement.

- (g) Condominium Units. Subject to the Condominium Documents and the regulations and standards in the Marion Township Zoning Ordinance, each Co-Owner shall be responsible for the decorating, maintaining, repairing or replacing each and every part of the Unit, together with all improvements thereon, along with any portion of the yard of the Co-Owner which is located within the right-of-way of any road, except those portions of any easement or right-of-way situated within the Condominium which exists primarily for the benefit of persons other than the Co-Owner.
- (h) Failure of Co-owner to Perform Maintenance Responsibilities. In the event a Co-owner fails to maintain, decorate, repair or replace any items for which he/she is responsible, the Association (and/or the Developer during the Development and Sales Period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair, or replace those items all at the expense of the Co-owner. Such right shall be conditioned upon 10 days advance written notice to the Co-owner of the intention to take such action. Failure of the Association (or the Developer) to take 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, nor shall the Developer or the Association be liable to any Co-owner or any other person for failure to take such action. The Developer and the Association shall have easements in furtherance of the rights accorded them hereunder as set forth in this Master Deed and no exercise of such rights shall be deemed to be a trespass or other infringement of the rights of any Co-owner, lessee or other person and shall not render the Developer or the Association liable to any person whatsoever on account of such exercise. All costs incurred by the Association or the Developer in performing any responsibilities under this Article 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 monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines. Any costs becoming assessable hereunder shall include not only the direct costs of such maintenance, repair, replacement, or decoration, but shall also include attorneys fees and costs and such reasonable indirect costs as are determined, in the discretion of the assessing party, to have been incurred by it in taking such action.

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

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan of Fox Meadows Condominium Project as prepared by Advantage Engineering and which plan is attached hereto as Exhibit "B". Each Unit is designed as a separate building site to contain a residential structure and related appurtenances and shall include all of the space located within the horizontal and vertical Unit boundaries, as depicted on Exhibit "B" hereto. There are sixteen (16) Units in the Condominium and this number shall not be increased without the specific approval from Marion Township. No approval of the Co-owners, mortgages of the Units, or any other person, except Marion Township and the Developer shall be required for such increase. All such interested persons irrevocably appoint the Developer as agent and attorney in fact for the purpose of execution of such amendments to this Master Deed and all other documents necessary to effectuate the foregoing. Easements for the existence, maintenance and repair of all such structural components shall exist for the benefit of the Association.

Section 2. Percentages of Value. The total percentage of value is 100%. The percentage of value assigned to each Unit is equally divided between the sixteen (16) units in the Condominium Project and are determinative of each Co-owner's undivided interest in the Common Elements and proportionate share of each respective Co-owner's vote at meetings of the Association of Co-owners.

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

ARTICLE VI**CONVERTIBLE AREAS**

Section 1. Designation of Convertible Areas. All Units and Common Elements are hereby designated as Convertible Areas which the Units and Common Elements may be modified and within which Units and Common Elements may be redefined or added as provided in this Article VI.

Section 2. Developer's Rights to Modify Units and Common Elements. The Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording this Master Deed, to modify, within the Convertible Areas, the size, location and configuration of any Unit that it owns in the Project (including the relocation of all easements on the boundary lines of any reconfigured Units); to reduce the number of Units and to create new Units (not exceeding such number as shall be permissible under the ordinances of Marion Township) within the Convertible Areas; and to create Limited Common Elements in the Project which are designated as Convertible Areas, so long as such modifications are approved by Marion Township.

Section 3. Developer's Right to Make Other Improvements. Subject to the approval of Marion Township, the Developer reserves the right, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, to construct entrance monuments; signs or statuary; to install landscaped areas and to make other unspecified Common Element improvements or modifications. The precise location, design and composition of such improvements or modifications shall be determined by the Developer in its sole judgment but nothing herein contained shall obligate the Developer to make any such improvements whatsoever. If constructed or installed, such improvements shall be General Common Elements or Limited Common Elements, as may be designated by the Developer, and the costs of maintenance, repair and replacement thereof shall be Association expenses or individual Co-owner expenses all as the Developer, in its discretion, shall determine.

Section 4. Compatibility of Improvements. All improvements constructed or installed within the Convertible Areas described above (or otherwise established by any subsequent amendment to this Master Deed) shall be reasonably compatible, from a design standpoint, with the structures on other portions of the Condominium Project. Any such improvements shall be subject to approval by Marion Township and of such a nature permissible under the applicable ordinances of Marion Township and shall not otherwise be limited in their nature.

Section 5. Amendment of Master Deed. All modifications to Units and Common Elements made pursuant to this Article VI (or Article VII) shall be given effect by an appropriate amendment or amendments to the Master Deed in the manner provided by law, which amendment shall be prepared by and at the discretion of the Developer and subject to the approval of Marion Township and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted, if the Developer deems it to

be applicable, in order to preserve a total value of one hundred percent (100%) for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Subject to the regulations and standards in the Marion Township Zoning Ordinance, such amendment or amendments to the Master Deed shall also contain such further creation, definition and redefinition of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being added or modified by such amendment. In connection with any such amendment, Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, subject to the regulations and standards in the Marion Township Zoning Ordinance and further subject to the approval of Marion Township. Developer shall also have the right to modify the provisions of this Master Deed and the Bylaws attached hereto as may be reasonably necessary to effectuate the definition of Units and/or Common Elements added hereto, or redefinition of pre-existing Units and/or Common Elements. Developer shall have the additional right, in further amendments to the Master Deed under Article VI hereof, to create additional Convertible Areas within its discretion, subject to the regulations and standards in the Marion Township Zoning Ordinance and further subject to the approval of Marion Township, and to include such provisions as it may deem appropriate concerning exercise of convertibility rights within any or all of such Areas.

Section 6. Consent of Interested Parties. All of the Co-owners and mortgagees of the Units and other person 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 as may be proposed by the Developer to effectuate the foregoing. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VII

EASEMENTS

Section 1. Easement for Maintenance of Encroachments. In the event any improvements located on a Unit encroach upon a Common Element, easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for the maintenance, repair and replacement thereof following damage or destruction.

Section 2. Easement Retained by Developer Over Roads and Other Common Elements. Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land that may be withdrawn from time to time as provided for in the Act, an easement for the unrestricted use of all roads in the Condominium for the purpose of ingress and egress to and from all or any portion of the land withdrawn from the

Condominium pursuant to the Act and pursuant to Township approval. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article VII, Section 2 shall be shared by this Condominium and any developed portions of the land withdrawn from the Condominium, and whose closest means of access to a public road is over such road or roads. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses, which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all of the dwelling Units in any land that may be withdrawn, which lies outside this Condominium and whose closest means of access to a public road is over such road.

Section 3. Reservation of Right to Dedicate Public Right-of-Way Over Roadways. The Developer reserves the right to any time during the Construction and Sales Period, and the Association shall have the right thereafter, to dedicate to the public right-of-way of such width as may be required by the local public authority over any or all of the roadways in Fox Meadows Condominium shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan 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 Condominium 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. This right of dedication in no way whatsoever obligates the Developer to construct or install the roads in a manner suitable for acceptance of such dedication by the local public authority.

Section 4. Easement Retained by Developer to Tap Into Utilities and for Surface Drainage. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of any land that may be withdrawn from time to time pursuant to the Act, or any portion or portions thereof, perpetual easements to, upon the consent of Marion Township, utilize, tap, tie into, extend, and enlarge all utility mains located on the Condominium Premises, including, but not limited to, telephone, electric, water, gas, cable television, video text, broad band cable, satellite dish, earth antenna and other telecommunications systems, and storm and sanitary sewer mains. In the event that the Developer, its successors and assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, typing in, extension or enlargement. All expenses of maintenance, upkeep, repair and replacement of the utility mains described in this Article VII, Section 4 shall be shared by this Condominium and any developed portions of the land withdrawn pursuant to the Act, which are served by such utility mains. The Co-owners of this Condominium shall be responsible, from time to time, for payment of a proportionate share of said expenses, which share shall be determined by multiplying said expenses times a fraction, the numerator of which is the number of

dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all completed Units on the land withdrawn, which are serviced by such utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the extent such leads are located in the Condominium and by the owner or owners, or any association of owners, as the case may be, of the land withdrawn from time to time pursuant to the Act, upon which are located the Units which such lead or leads service. Developer also hereby reserves for the benefit of itself, its successors and assigns, a perpetual easement to modify the landscaping and/or grade in any portion of the Condominium Premises in order to preserve and/or facilitate surface drainage in a portion or all of the land withdrawn. The Developer, its successors and assigns, shall bear all costs of such modifications. Any such modification to the landscaping and/or grade in the Condominium under the provisions of this Article VII, Section 4, shall not impair the surface drainage in this Condominium.

Section 5. Easement for Storm Water Management System and Utilities. The Developer, by recording this Master Deed, does hereby create easements over, under and across the Common Elements in favor of Developer, the Association, Marion Township, and any governmental body to which its rights herein may be subsequently assigned, for the construction, including the excavation and refilling of ditches and trenches necessary, operation, maintenance, inspection, repair, alteration, enlargement, extension, tap, tie into, replacement and/or removal of the storm water management system, including all transmission lines, laterals, leads, pump stations, conduits, mains, detention/retention basins, and other installations of similar character. Should the Township or its assigns exercise these easement rights, the Township or its assigns shall be obligated to restore any distributed premises to a like condition as existed prior to the commencement of the construction, maintenance or repair activities.

Section 6. Easements for Public Water and Sewer Services and Dedication of Water and Sewer Infrastructure. The Developer, by recording this Master Deed, does hereby create easements over, under and across the Common Elements and those portions of the Condominium premises that are depicted on Exhibit "B" as "Utility Easements" in favor of the Developer, the Association, Marion Township, and any governmental body to which its rights herein may be subsequently assigned, for the construction, including the excavation and refilling of ditches and trenches necessary for the location of such installations, operation, maintenance, inspection, repair, alteration, enlargement, extension, tap, tie into, replacement and/or removal of public water and/or sewer services, including all transmission lines, laterals, leads, pump stations, conduits, mains, and other installations of similar character. Should the Township or its assigns exercise its easement rights and construct a water and/or sewer system, the Township or its assigns shall be obligated to restore any disturbed premises to a like condition as existed prior to the commencement of the construction, maintenance or repair activities. Upon final approval and acceptance of the water and sewer infrastructure by Marion Township, Developer shall dedicate the water and sewer infrastructure located within the General Common Elements to the Township.

Section 7. Public Service Vehicle Access Easement. There shall exist for the benefit of Marion Township and/or other emergency or public service agencies or authorities, an easement over the roads in the Condominium for use by the emergency and/or service vehicles of such agencies. The easement shall be for the purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school bus and mail or package delivery, and other lawful governmental or private emergency or other reasonable and necessary services to the Condominium and Co-owners thereof. This grant of easement shall not be construed as a dedication of the roads to the public.

Section 8. Michigan Bell Telephone Easement. The Condominium, Condominium Association and all Co-owners are subject to an the terms and conditions of an Easement recorded at Liber 1066, Page 516, Livingston County Register of Deeds, attached as Exhibit D hereto, in favor of Michigan Bell Telephone, its successors, and assigns, which, among other things, permits Michigan Bell Telephone certain structures and equipment to be located on the Condominium Premises, together with access via an approximately ten foot (10') wide gravel drive and ingress and egress for the purpose of maintaining, repairing, and replacing its structures and equipments.

Section 9. Utility Easement. The Condominium, Condominium Association and all Co-owners are subject to an the terms and conditions of an Easement recorded in the Livingston County Register of Deeds, attached as Exhibit E hereto, in favor of Walter R. Goodman, his successors, and assigns, which, among other things, permits utility access to the Condominium and provides for maintenance and repair of that easement by the Association.

Section 10. Easement For Storm Water Drainage and Detention. The Condominium, Condominium Association and all Co-owners are subject to an the terms and conditions of an Easement recorded in the Livingston County Register of Deeds, attached as Exhibit C hereto, in favor of Walter R. Goodman, his successors, and assigns, which, among other things, permits the construction and location of a Storm Water Drainage system, including a detention pond and infrastructure, for Goodman and the Condominium and provides for maintenance and repair of that easement by the Association.

Section 11. Sign Easement. The Condominium, Condominium Association and all Co-owners are subject to an the terms and conditions of an Easement recorded in the Livingston County Register of Deeds, attached as Exhibit F hereto, in favor of Walter R. Goodman, his successors, and assigns, which grants a perpetual easement for a sign pertaining to the Condominium and provides for maintenance and repair of that easement by the Association.

Section 12. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the First Annual Meeting), shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under, and across the Condominium

Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land as described in Sections 13 and 14 of this Article; subject, however to the approval of the Developer, so long as the Construction and Sales Period has not expired.

Section 13. 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 and 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 water meters, sprinkler controls and valves, sump pumps 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 owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. 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. 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 installment of the annual assessment next failing due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action and foreclosure of the lien securing payment as provided for in Article II of the Bylaws (Exhibit "A" hereto) and the Act.

Section 14. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, utility agreements, right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, antenna, multi-channel multi-point distribution service and similar services (collectively, "Telecommunications") to the Condominium or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any Federal, State or local law or ordinance and such acts are expressly subject to the regulations and standards in the Marion Township Zoning Ordinance. Any and all sums paid by any Telecommunications or any

other company or entity in connection with such service, including fees, if any, for the privilege of installing same, or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium within the meaning of the Act and shall be paid over to and shall be the property of the Developer during the Construction and Sales Period and, thereafter, the Association.

Section 15. Sharing of Expenses. For purposes of this Article VII, the calculation of any fraction for the sharing of pertinent expenses according to the number of Units in this Condominium and the Units in the land withdrawn pursuant to the Act shall include only those Units for which a certificate of occupancy has been issued by the Township.

Section 16. Reservation of Access Easements. The Developer reserves for the benefit of itself, its successors and assigns, perpetual easements for the unrestricted use of all roads in the Project for the purposes of ingress and egress to and from all or any portion of the parcel in Article II or any portion or portions thereof, and any other land contiguous to Fox Meadows Condominium, whether or not owned by the Developer as of the date hereof.

Section 17. Reservation of Utility Easements. The Developer also reserves for the benefit of itself, its successors and assigns, perpetual easements to utilize, tap, tie into, extend, and enlarge all utility mains located on the land described herein, subject to the approval of Marion Township, to serve any other land contiguous to Fox Meadows Condominium, whether or not owned by the Developer as of the date hereof, provided, however, that the effect of such tap-in, tie-in, extension, and enlargement privileges shall not unduly burden the existing utility lines as determined by the appropriate governmental authorities. In the event the Developer, or its successors or assigns, utilize, tap, tie into, extend, or enlarges any utilities located on the Project, it shall be obligated to pay all of the expenses reasonably necessary to restore the Project to its state immediately prior to such utilization, tapping, tying-in, extension, or enlargement.

Section 18. Ingress/Egress Easement. The Condominium is subject to an ingress/egress easement as shown on Exhibit B for the benefit of the abutting property owner to the West.

Section 19. Storm Drainage Easement. The Condominium is subject to a Storm Drainage Easement as depicted on Exhibit B to the Master Deed.

ARTICLE VIII

AMENDMENT

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

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified without the consent of the Co-owner or mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner or mortgagee of any Unit to which the same are appurtenant.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendment shall require the approval of sixty six and two thirds percent (66 2/3%) of all mortgagees of record, allowing one (1) vote for each mortgage held.

Section 3. By Developer. Prior to one (1) year after expiration of the Construction and Sales Period described in Article III, Section 12 above, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit "A" as do not materially affect any rights of any Co-owners or mortgagees in the Condominium, including but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the Federal Government or of the State of Michigan.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article V, Section 7(c) of the Bylaws and except as provided in Article V and Article VI hereof.

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

Section 6. Developer Approval. During the Construction and Sales Period, Article V, Article VI, Article VII, and this Article VIII shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer. During the time period referenced in the preceding sentence, no other portion of the Condominium Documents or the attached Exhibit "B" may be amended in any manner so as to materially affect and/or impair the rights of the Developer, unless said amendment has received the prior written consent of the Developer. No easements created under the Condominium Documents may be modified

or obligations with respect thereto varied without the consent of each owner benefited thereby.

Section 7. Township Consent. No portion of the Master Deed, or any Exhibits to the Master Deed, may be amended in any manner so as to materially affect and/or impair the rights of Marion Township set forth or reserved in the Master Deed or Exhibits unless said amendment has received the prior written consent of Marion Township.


ARTICLE IX

ASSIGNMENT

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

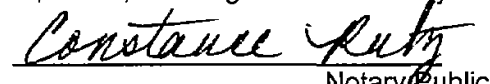
Fox Meadows Development, L.L.C.
a Michigan limited liability company

By: Berhart Land Co., L.L.C., a Michigan limited liability company
Its: Sole Member

By: 
Steven C. Follmer, Member

STATE OF MICHIGAN)
COUNTY OF OAKLAND)ss

On this 17 day of may, 2005, the foregoing Master Deed was acknowledged before me by Steven C. Follmer, a Member of Berhart Land Co., L.L.C., a Michigan limited liability company, the Sole Member of Fox Meadows Development, L.L.C., a Michigan limited liability company.


Constance Rutz, Notary Public

Acting in Oakland County, Michigan
My Commission Expires: 5-03-2008

✓
Drafted by and when recorded return to:
Kimberly Bowlin, Attorney At Law
Fausone, Taylor & Bohn, LLP
4902 Chilson Road
Howell, Michigan 48843

CONSTANCE RUTZ
Notary Public, Oakland County, MI
My Commission Expires 05-03-2008

FOX MEADOWS CONDOMINIUM

EXHIBIT "A"

BYLAWS



ARTICLE I

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

ARTICLE II

ASSESSMENTS

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

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute expenditures affecting the administration of the Condominium, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute receipts affecting the administration of the Condominium, within the meaning of Section 54(4) of the Act.

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

- (a) Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in and manner of a Unit Co-owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Co-owner shall continue to pay each monthly or periodic installment at the monthly or periodic rate established for the previous fiscal year until notified of the monthly or periodic payment which is due more than ten (10) days after such new annual or adjusted budget is adopted. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis must be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below rather than by additional or special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this section may prove to be inadequate for this particular Condominium, the Association of Co-owners should carefully analyze the Condominium to determine if greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. The funds contained in such reserve funds shall be used for major repairs and replacements of Common Elements. The Board of Directors may establish such other reserve funds as it may deem appropriate 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 the budget, although the delivery of a

copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation, management, maintenance and capital repair of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding Five Thousand Dollars (\$5,000.00), in the aggregate, annually, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment without the Co-owner approval as it shall deem 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 general, additional or special assessments pursuant to this subsection shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

- (b) Special Assessments. Special assessments, other than those referenced in subsection (a) of this section 2 may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of an aggregate cost exceeding \$5,000.00 per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere hereon described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection 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 sixty percent (60%) of all Co-owners, in number and in value. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and of the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

Section 3. Apportionment of Assessments; Default in Payment. Unless otherwise provided herein, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed. Any unusual expenses of administration which benefit less than all of the Condominium Unit or Condominium Units in the proportion which the percentage of value of the benefited Condominium Unit bears to the total

percentage of value of all Condominium Units so specially benefited. Annual assessments as determined in accordance with Article II, Section 2(a) above, shall be payable by Co-owners in twelve (12) equal monthly installments, as determined by the Association, commencing with acceptance of a Deed to, or a land contract purchaser's interest in, a Unit, or with the acquisition of fee simple titles to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part of the assessment, is not paid to the Association in full on or before the due date for such payment. A late charge in the amount of \$10.00 per month, or such amount as may be determined by the Board of Directors, effective upon fifteen (15) days notice to members of the Association, shall be assessed automatically by the Association upon any assessment in default until paid in full. Such late charges shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear interest at the rate of seven (7%) percent per annum or installments of assessments in default shall be applied first, to any late charges on such installments; second, to costs of collection and enforcement of payment, including reasonable attorney's fees as the Association shall determine in its sole discretion and; finally, to installments in default in order of their due dates, earliest to latest.

Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to his or her Unit which may be levied while such Co-owner is the owner thereof. In addition to a Co-owner who is also a land contract seller, the land contract purchaser shall be personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the subject Condominium Unit which are levied up to and including the date upon which the land contract seller actually takes possession of the Unit following extinguishments of all rights of the land contract purchaser in the Unit.

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

Section 5. Enforcement.

- (a) Remedies. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments, or both in accordance with the Act. Pursuant to Section 139 of the Act, no Co-owner may assert in answer or set-off to a complaint brought by the

Association for nonpayment of assessments the fact that the Association or its agents have not provided the services or management to the Co-owner. In the event of default by a Co-owner in the payment of any installment of the annual assessment levied against his Unit, or any other obligation of a Co-owner which, according to these Bylaws, may be assessed and collected from the responsible Co-owner in the manner provided in Article II hereof, the Association shall have the right to declare all unpaid installments of the annual assessment, if applicable, immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Condominium and shall not be entitled to vote at any meeting of the Association, or sign any petition for any purpose prescribed by the Condominium Documents or by law, and shall not be entitled to run for election or serve as a director or be appointed or serve as an officer of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under the Co-owner as provided by the Act.

- (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 such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Condominium, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. The Association, acting on behalf of all Co-owners, may bid at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Condominium Unit. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he or she was notified of the provisions of this Section and that he or she 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 preceding, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or her last known address of a written notice that one or more installments of the annual assessment and/or a portion or all of any special or additional assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written Notice of Lien signed by an authorized representative of the Association that sets forth (i) the authorized representative's capacity to sign the Notice of Lien, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such Affidavit shall be recorded in the Office of the Register of Deeds in the County in which the Condominium is located prior to the commencement of any foreclosure proceeding; but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform the Co-owner 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 interest, costs, actual attorneys' 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. Effect on Mortgage Lien. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Condominium which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a

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 Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the regular Association assessments, except with respect to occupied Units that it owns. An occupied Unit is one in which is occupied as a residence. The Developer shall independently pay all direct costs of maintaining completed Units for which it is not required to pay Association assessments and shall not be responsible for any payments whatsoever to the Association in connection with such Units. A completed Unit is one with respect to which a Certificate of Occupancy has been issued by the Livingston County or the Township of Marion, as applicable. Certificates of Occupancy may be obtained by the Developer at such times prior to actual occupancy as the Developer, in its discretion, may determine. For instance, the only expenses presently contemplated that the Developer might be expected to pay is a pro rata share of snow removal and other maintenance, as well as a pro rata share of any administrative costs which the Association might incur from time to time. Any assessments levied by the Association against the Developer for other purposes shall be void without Developer's consent. The Developer shall not be responsible at any time for payment of Condominium assessments or payment of any expenses whatsoever with respect to unbuilt Units notwithstanding the fact that such unbuilt Units may have been included in the Master Deed. Notwithstanding the foregoing, the Developer shall be responsible to fund any deficit or shortage of the Association arising prior to the date of the First Annual Meeting resulting from the Developer's responsibility for assessments, as provided in this Section. The Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, its directors, officers, agents, principals, assigns, affiliates and/or the first Board of Directors of the Association or any directors of the Association appointed by the Developer, or any costs of investigating and preparing such litigation or claim or any similar or related costs.

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

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

Section 10. Construction Liens. A construction lien 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. Statement as to Unpaid Assessments. Pursuant to the provisions of the Act, the Purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments, whether annual, additional or special, and related collection or other costs. Upon written request to the Association, accompanied by a copy of the executed Purchase Agreement pursuant to which the Purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments and related collection cost as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a Purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit, shall render any unpaid assessments together with interest, cost, and attorney's fees incurred in the collection thereof, and the lien securing same, fully enforceable against such Purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments shall constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record having priority. The Association may charge such reasonable amounts for preparation of such statement as the Association shall, in its discretion, determine.

ARTICLE III

ARBITRATION

Section 1. Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners, or between a Co-owner or Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, if applicable, be submitted to arbitration. The arbitrator's decision shall be final and binding; provided that no question affecting the claim of title of any person to any fee or life estate in the real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time shall be applicable to any such arbitration. Any agreement to arbitrate pursuant to the provisions of Article III, Section 1 shall include an agreement between the parties and the judgment of any Circuit Court of the State of Michigan may be rendered upon any award rendered pursuant to such arbitration.

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

Section 3. Election of Remedies. Election by the parties to any such dispute, claim or grievance to submit such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the Courts.

Section 4. Co-owner Approval for Civil Actions Against Developer and First Board of Directors. Any civil action proposed by the Board of Directors on behalf of the Association to be initiated against the Developer, its agents or assigns, and/or the First Board of Directors of the Association or other Developer-appointed Directors, for any reason, shall be subject to the limitations in the Articles of Incorporation and approval by a vote of sixty-six and two-thirds percent (66 2/3%) of all Co-owners, in number and value, and notice of such proposed action must be given in writing to all Co-owners in accordance with Article VII hereinbelow. Such vote may only be taken at a meeting of the Co-owners and no proxies or absentee ballots shall be permitted to be used, notwithstanding the provisions of Article VII hereinbelow.

ARTICLE IV

INSURANCE

Section 1. Extent of Coverage. The Association shall carry a standard "all risk" insurance policy, which includes, among other things, fire and extended coverage, vandalism and malicious mischief and liability insurance, and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium, and such insurance, other than title 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, 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. Each Co-owner shall obtain insurance coverage at his own expense upon his Unit and appurtenant Limited Common Elements, if any. It shall be Co-owner's responsibility to determine by personal investigation or from his own insurance advisor the nature and extent of insurance coverage adequate to recompense him for his foreseeable losses and thereafter to obtain insurance coverage for his personal property and any additional fixtures, equipment and trim (as referred to in subsection (b) below) located within his Unit or elsewhere on the

Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit and also for alternative living expense in the event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. Each Co-owner shall file a copy of such insurance policy, or policies, including all endorsements thereon, or, in the Association's discretion, certificates of insurance or other satisfactory evidence of insurance, with the Association in order that the Association may be assured that such insurance coverage is in effect. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association. The liability insurance carried by the Association and the Co-owners shall, where appropriate, contain cross-liability endorsements to cover liability of the Co-owners as a group to another Co-owner.

- (b) Insurance of General Common Elements. All General Common Elements of the Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total Project destruction if the insurance proceeds failed for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that Co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting, to change the nature and extent of any applicable coverages, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages. It shall be each Co-owner's responsibility to obtain insurance coverage for all fixtures, equipment, pipes, conduit, duct trim, and other items or attachments within the Unit or any Limited Common Elements appurtenant thereto, whether

installed originally by the Developer or subsequently by the Co-owner, and the Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing; provided, however, that any such agreement between the Association and the Co-owner shall provide that any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-owner and collected as part of the assessments against said Co-owner under Article II hereof. This provision shall not preclude the Association from obtaining such coverage on its own initiative.

- (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 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 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, reconstruction or replacement of the Condominium unless all of the institutional holders of first mortgages on Units in the Project have given their written approval.
- (e) Determination of Primary Carrier. It is understood that there will be overlapping coverage between the Co-owners' policies and those of the Association, as required to be carried pursuant to this Article. In situations where both coverages/policies are applicable to a given loss, the provisions of this subsection shall control in determining the primary carrier. In cases of property damage to the Unit and its contents or a Limited Common Element for which the Co-owner is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of the Master Deed (including improvements and betterments), the Co-owner's policy/carrier shall be deemed to be the primary carrier. In cases of property damage to the General Common Elements or a Limited Common Element for which the Association is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of the Master Deed, the Association's policy/carrier shall be deemed to be the primary carrier. In cases of liability for

personal injury or otherwise, for occurrences in/on the Unit or in/upon a Limited Common Element for which the Co-owner is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of the Master Deed (including improvements and betterments), the Co-owner's policy/carrier shall be deemed to be the primary carrier. In cases of liability for personal injury or otherwise, for occurrences in/on the General Common Elements or in/upon a Limited Common Element for which the Association is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of the Master Deed (including improvements and betterments), the Association's policy/carrier shall be deemed to be the primary carrier. In all cases where the Association's policy/carrier is not deemed the primary policy/carrier, if the Association's policy/carrier contributes to payment of the loss, the Association's liability to the Co-owner shall be limited to the amount of the insurance proceeds, and shall not in any event require or result in the Association paying or being responsible for any deductible amount under its policies. In cases where the Co-owner's policy is deemed primary for the purpose of covering losses where the damage is incidental or caused by a General Common Element or the repair or replacement thereof, the insurance carrier of the Co-owner shall have no right of subrogation against the Association or its carrier.

Section 2. 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 buildings and all other improvements constructed or to be constructed within the perimeter of a Unit and for 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 elsewhere. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner hereunder. In the event of failure of the Co-owner to obtain such insurance or to provide evidence thereof to the Association, the Association may obtain such insurance on behalf of such Co-owner and the premiums thereof shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Unit or 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 minimum amounts as may be specified by the Association (and as specified by the Developer during the Construction and Sales Period) and each Co-owner shall

furnish evidence of such coverage to the Association or the Developer upon request. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section or any liability to any person for failure to do so.

Section 3. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association from all damages and costs, including attorneys' fees, which they may suffer as a result of defending any claim arising out of an occurrence on or within such Co-owner's Unit and each individual Co-owner shall carry insurance to secure this indemnity. This section shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner, however.

Section 4. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workers' compensation insurance, if applicable, pertinent to the Condominium, his Unit and the General Common Elements appurtenant thereto, which such insurer as may, from time to time, provide such insurance for the Condominium. 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-owners and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

ARTICLE V

RECONSTRUCTION OR REPAIR

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

- (a) Partial Damage. If the damaged property is a Common Element or a Unit, the damaged property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by unanimous vote of all the Co-owners in the Condominium that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval.

- (b) Total Destruction. In the event the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt and the Condominium shall be terminate, unless eighty percent (80%) or more of all of the Co-owners, in number and in value, agree to reconstruction by vote or in writing within ninety (90) days after the destruction and such termination shall also have received the approval of at least fifty one percent (51%) of those holders of first mortgages on Condominium Units who have requested the Association to notify them of any proposed action that requires the consent of a specified percentage of first mortgagees.

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 the Condominium to a condition as comparable as possible to the condition existing prior to damages unless the Co-owners shall unanimously decide otherwise and shall also be subject to the regulations and standards in the Marion Township Zoning Ordinance.

Section 3. Co-owner and Association Responsibilities. In the event the damage is only to a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association in accordance with Section 5 of this Article V.

Section 4. Co-owner Responsibility for Repair. Regardless of the cause or nature of any damage or deterioration, including but not limited to incidents where the damage is incidental or caused by a General Common Element or the repair or replacement thereof, each Co-owner shall be responsible for the reconstruction, repair and maintenance of his Unit, including, but not limited to, windows and doors, floor coverings, wall coverings, window shades, draperied, interior walls, interior trim, furniture, light fixtures and all appliances, whether free standing or built-in. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 5. Association Responsibility For Repair. Except as provided in Section 4 hereof, the Association shall be responsible for the maintenance, repair and reconstruction of the Common Elements (except as specifically otherwise provided in the Master Deed), however, in no event shall the Association be responsible for any damage to the contents of a Condominium Unit and/or any personal property of the Co-owner. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility for maintenance, repair or reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace 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 costs 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, assessments 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 costs of repair.

Section 6. Timely Reconstruction and Repair. If damage to Common Elements or a Unit adversely affect the appearance of the Condominium, subject to the regulations and standards in the Marion Township Zoning Ordinance, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within six (6) months after the date of the occurrence which caused damage to the property.

Section 7. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

- (a) Taking of Entire Unit. In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the Mortgagee, as their interests may appear. After acceptance of such award by the owner and his or her Mortgagee, they shall be divested of all interest in the Condominium. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.
- (b) Taking of Common Elements. If there is any taking of any portion of the Condominium other than any Unit, 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 (50%) percent of all the Co-owners, in number and in value, shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.
- (c) Continuation of the Condominium After Taking. In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article 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 one hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by

the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

- (d) Notification of Mortgagees. In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion there, 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 notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 8. Mortgages Held By FHLMC: Other Institutional Holders. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request thereof by FHLMC, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of Common Elements of the Condominium if the loss or taking exceeds \$10,000.00 in amount or if damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$1,000.00. The Association shall provide such other reasonable notice as may be required, from time to time, by other institutional holders of mortgages upon Units.

Section 5. 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 Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

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

Section 1. Residential Purposes. No Unit in the Condominium shall be used for other than single family residential purposes and the Common Elements shall only be used for purposes consistent with those set forth in this Section. No Unit shall be used for commercial or business offices. The provision of this Section shall not be construed to prohibit a Co-owner from maintaining a professional library, keeping personal, professional or business records or handling personal business or professional telephone calls in that Co-owner's Unit.

Section 2. Leasing and Rental.

- (a) Right to Lease. A Co-owner may lease his or her Unit for the same purposes set forth in Article VI of these Bylaws, provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in (b) below. No Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a written lease, the initial term of which is at least twelve (12) months, unless specifically approved in writing by the Association. Such written lease shall (i) require the lessee to comply with the Condominium Documents and rules and regulations of the Association; (ii) provide that failure to comply with the Condominium Documents and rules and regulations constitutes a default under the lease, and (iii) provide that the Board of Directors has the power to terminate the lease or to institute an action to evict the tenant and for money damages after fifteen (15) days prior written notice to the Condominium Unit Co-owner, in the event of a default by the tenant in the performance of the lease. The Board of Directors may suggest or require a standard form lease for use by Unit Co-owners. Each Co-owner of a Condominium Unit shall, promptly following the execution of any lease of a Condominium Unit, forward a conformed copy thereof to the Board of Directors. Under no circumstances shall transient tenants be accommodated. For purposes of this Section 2(a), a "transient tenant" is a non Co-owner residing in a Condominium Unit for less than sixty (60) days, who has paid consideration therefore. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. Tenants and non Co-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases, rental agreements, and occupancy agreements shall so state. The Developer may lease any number of Units in the Condominium and for such term(s) as it, in its discretion, may elect.
- (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 ten (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. Co-owners who do not live in the Unit they own must keep the Association informed of their current correct address and

phone number(s). 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. The Board of Directors may charge such reasonable administrative fees for reviewing, approving, and monitoring lease transactions in accordance with this Article VI, Section 2 as the Board, in its discretion, may establish. Any such administrative fees shall be assessed to and collected from the leasing Co-owner in the same manner as the collection of assessments under Article II hereof. This provision shall also apply to occupancy agreements.

- (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 or non Co-owner occupant.
 - (ii) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or non Co-owner occupant or advise the Association that a violation has not occurred.
 - (iii) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non Co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided in this subparagraph may be by summary proceedings. The Association may hold both the tenant or non Co-owner occupant and the Co-owner liable for any damages caused by the Co-owner or tenant or non Co-owner occupant in connection with the Condominium Unit or the Condominium and for actual legal fees and costs incurred by the Association in connection with legal proceedings hereunder.
- (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 or non Co-owner occupant occupying a Co-owner's Unit under a lease, rental or occupancy agreement and the tenant or non Co-owner

occupant, 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, lease or occupancy agreement by the tenant or non Co-owner occupant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceedings. The Association shall also have the right to initiate those proceedings. The form of lease used by any Co-owner shall explicitly contain the foregoing provisions.

Section 3. Architectural Control.

- (a) General. 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 may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent of the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.
- (b) Approvals Required. During the Construction and Sales period, no building, structure or other improvement shall be constructed within a Unit or elsewhere within the Project, nor shall any exterior modification be made to any existing buildings, structure or improvement, nor shall any hedges, trees, or substantial plantings or landscaping modifications be made, unless plans and specifications therefore, containing such detail as the Developer may reasonably request, have been first approved in writing by the Developer. Construction of any building or other improvements must also receive any necessary approvals from the local building authority. Buildings shall be located within the building envelope. Developer shall have the right to refuse to approve any such plans or specifications, color and/or material specifications, grading or landscaping plans, or building location 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, the site upon which it is proposed to be constructed, the proposed location within the Unit and the location of structures

within adjoining Units and the degree of harmony thereof with the Condominium as a whole.

- (c) Construction Materials. All residences shall have finished exteriors of vinyl, glass, wood siding or other standard exterior siding materials, except aluminum siding. All structures shall have at least one gable or hip roof design on the front of each Unit. All exterior paints, stains and material colors must be shown as a part of the plans submitted for approval and must be approved by the Developer. Samples thereof shall be furnished to the Developer upon request. Visible exteriors of cement slag shall be prohibited, unless approved in writing by the Developer. The Developer shall have the right to approve reasonable deviations from these requirements.

- (d) Sizes of Residences. Each residence hereinafter constructed shall contain as a minimum the following sizes of finished living areas as calculated on exterior dimensions, exclusive of porches, patios, garages and basements:

One Story Home: 1400 square feet

One and One-Half Story Home: Minimum 1000 square feet on the ground floor, with 1500 square feet total

Two Story Home: Minimum 750 square foot on the ground floor, with 1500 square feet total

No used or modular structures shall be placed on any Unit in the Condominium.

- (e) Roofs. No single-level flat roofs shall be permitted on the main body of any dwelling, building or other structure. Flat roofs may be installed over Florida rooms, porches or patios, and tasteful flat roofs may be installed on multiple levels of a dwelling, but only if the same are approved by the Developer. The minimum pitch on any roof shall be 6/12 (vertical/horizontal) with a minimum of 8/12 on any dwelling less than 2,200 square feet as defined above. All roofs must be covered with at least 240# asphalt shingles and the color must be approved by the Developer. All heating and plumbing stacks which extend above the roof shall be painted to match the color of the roof shingles.

- (f) Driveways and Garages. All driveways servicing each Unit shall be hard surfaced and constructed of either concrete, asphalt or brick pavers. Hard surfacing of driveways must take place prior to occupancy of the dwelling, weather permitting. All garages for

individual dwelling units shall be attached to the dwelling. If so required, a driveway permit shall be obtained from the Livingston County Road Commission prior to any excavation on the site. Each dwelling shall provide a minimum of two parking places on the driveway. All dwellings shall have an attached garage providing for parking a minimum of two and not more than three vehicles.

- (g) Detached Storage Buildings. Detached storage buildings, sheds, and accessory structures are permitted on any Unit in the Project, provided, however, that the maximum size of the structure is no greater than twelve feet (12') by twenty feet (20') and the exterior materials of the structure and roof pitch is consistent with the primary structure. Location and design must be subject to the approval of Marion Township in accordance with the Township ordinances and approved by the Developer as provided herein.
- (h) Dog-Animal Pens. Exterior dog and animal pens shall be allowed on any Unit or common element upon approval by the Developer during the Construction and Sale Period or the Board of Directors of the Association thereafter. All such pens shall be located within the rear yard adjacent to an exterior wall of the dwelling or garage.
- (i) Fences. No fences or screening walls of any type are allowed on any Unit or common element, other than as required by law to enclose swimming pools as set forth below.
- (j) Construction Progress. All construction of any dwelling shall be completed within 12 months after commencement. The construction of any new dwelling or the repair of any residence damaged by fire or otherwise shall be completed as rapidly as possible and should the owner leave such building in an uncompleted condition for a period of more than one year, then the Developer or the Association or their agents or assigns are authorized to either tear down and clear from the Unit the uncompleted portion of such structure or to complete the same, at their option, and in either event, the expense incurred shall be charged against the owner's interest and shall become a lien on the Unit upon which the residence is located; subject to collection or enforcement. All excess building materials shall be removed from the exterior of a Unit within 10 days after receipt of a final Certificate of Occupancy.
- (k) Temporary Structures. Temporary structures or buildings of any kind are expressly prohibited and temporary residence or occupancy shall not be permitted without a fully completed exterior of the residence being occupied and a Certificate of Occupancy having been issued.

Section 5. Tree Removal. No trees shall be removed or relocated from the area outside the building envelope without the prior consent of the Developer during the Construction and Sale Period and the Association thereafter.

Section 6. Swimming Pools. Swimming pools are permitted in the rear yard areas of any Unit in the Project, subject to approval by the Developer during the Construction and Sale Period and the Association thereafter, based upon plans and specifications therefor. Such approval shall not be unreasonably withheld. Swimming pools shall also comply with all applicable Township ordinances. "Above ground" pools are defined as any portion of the exterior of the structure which projects greater than eighteen inches above the grade on any side and are permitted. All fencing enclosing such pools shall be in accordance with the requirements of Marion Township, but such fencing shall not exceed five feet in height.

Section 7. Antennae. No radio or television antennae or aerials are permitted. Radio and satellite dish antennae are permitted, subject to approval by the Developer during the Construction and Sale Period and the Association thereafter.

Section 8. Activities on Property.

- (a) No portion of the Project shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers properly concealed from public view.
- (b) No immoral, improper, unlawful or offensive activities shall be conducted in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood or adjoining residences. No unreasonably noisy activity shall be conducted 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 prior 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, BB guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 9. Alterations and Modifications of Units and Common Elements. Subject to the approval of Marion Township pursuant to the regulations and standards in the Marion Township Zoning Ordinance and the Condominium Documents, no Co-owner shall make alterations, modifications or changes in any of the Units or Common Elements, without the express written approval of the Board of Directors and of the Developer during the Construction and Sales Period. The Board of Directors, or the Developer, shall have the right to refuse to approve any such 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, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium Project as a whole. Satellite dishes, antennas, and any other multichannel multipoint distribution service shall be prohibited to the extent permitted by law, subject to any written rules and regulations promulgated by the Board of Directors of the Association under Article VI, Section 14 of these Bylaws. The Board may only approve such modifications as do not impair the soundness, safety, utility or appearance of the Condominium Project. The Co-owner shall be responsible for the maintenance and repair of any such modification or improvement. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or improvement and shall be obligated to execute a Modification Agreement, if requested by the Association, as a condition for approval of such modification and/or improvement. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves, sump pump, or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments or any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 10. Aesthetics. The Common Elements and yard areas shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. No unsightly condition shall be maintained on any patio, deck, porch, balcony or other Limited Common Element, and only furniture and equipment consistent with the normal and

reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use, except as may be provided in rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefore at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by the Co-owner either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 11. Common Element Maintenance. Roadways shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or benches may be left unattended on or about the Common Elements, except as may be provided by duly adopted rules and regulations of the Condominium. Use of any amenities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations; provided, however, that use of any amenities in the Condominium shall be limited to the Co-owners who are members in good standing of the Association and to the tenants, land contract purchasers and/or other non Co-owner occupants of the Condominium Units in which the Co-owner does not reside; provided, further, however, that the nonresident Co-owner of such Condominium Units are members in good standing of the Association.

Section 12. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, mobile homes, dune buggies, motor homes, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles, motorcycles, vehicles and trucks which are designed and used primarily for general personal transportation purposes, may be parked or stored upon the premises of the Condominium. No inoperable vehicles of any kind may be stored or parked upon the premise.

Section 13. Advertising. No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements except one "For Sale" sign of not more than five square feet in area, without written permission from the Association and, during the Construction and Sale Period, from the Developer.

Section 14. Regulations. Reasonable rules or regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use and operation of the Condominium 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 appointed by the Developer prior to the First Annual Meeting of the entire

Association held as provided in these Bylaws). Copies of all such rules and/or regulations and amendments shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery to the designated voting representative of each Co-owner. Any such rule or regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners, in number and in value, except that a Co-owner may not revoke any rule or regulation prior to the First Annual Meeting of the entire Association.

Section 15. Right of Access of Association. The Association or its duly authorized agents shall have access to any Limited Common Element from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. This right of access shall include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves, sump pumps and other Common Elements located within the Limited Common Elements for monitoring, inspection, maintenance, repair or replacement thereof. The Association or its agents shall also have access to Units and Limited Common Elements thereto at all times without notice as may be necessary to make emergency Repairs to prevent damage to the Common Elements or to another Unit and/or to protect the safety and/or welfare of the inhabitants of the Condominium. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant thereto during periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances, including without notice, and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Element appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 16. Landscaping. Upon the completion of the residence on any Unit, the Co-owner of such Unit shall cause it to be finish-graded and seeded, sodded or returned to a condition as close as possible to its natural state as soon after completion as weather permits. All landscaping shall be of an aesthetically pleasing nature and shall be maintained at all times. Basic landscaping, including finished grading and installation of driveways, must be completed within 120 days from the date of occupancy of a residence. At the discretion of Developer, exceptions may be made for weather delays due to extreme weather conditions. All Units are encouraged to reduce the use of fertilizers, herbicides and pesticides in maintaining the landscaping. Sidewalks, yards, landscaped areas, driveways, parking areas, porches, patios and decks shall be kept free from obstructions and used only for purposes reasonably and obviously intended.

Section 17. Private Road Improvements. At some time subsequent to the initial development, it may become necessary to pave or improve some or all of the roads within or adjacent to the Condominium Premises. The improvement may be

financed in whole or in part by the creation of a special assessment district or districts which may include the Condominium. The acceptance of a conveyance or the execution of a Land Contract by any owner or purchaser of a Unit shall constitute the agreement of such Co-owner or purchaser, his/her heirs, administrators and 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 district, 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 road, 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 road improvement.

Section 18. Fertilizer. No lawn area located on a Unit or portion thereof may be fertilized with any compound which contains the nutrient phosphorous, unless a soil test submitted to and approved by the Association, discloses a material phosphorous deficiency.

Section 19. Disposition of Interest in Unit by Sale or Lease. No Co-owner may dispose of a Unit in the Condominium, or any interest therein, by a sale or lease without complying with the following terms or conditions:

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

- (b) Developer and Mortgagees not Subject to Section. The Developer shall not be subject to this Section 19 in the sale or, except to the extent provided in Article VI, Section 2(b), the lease of any Unit in the Condominium which it owns, nor shall the holder of any mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, be subject to the provisions of this Section 19.

Section 20. Co-Owner Maintenance. Each Co-owner shall maintain his or her Unit and any Limited Common Elements appurtenant thereto, if any, for which he or she 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 elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association, or to the Co-owners, as the case may be, resulting from negligent damage to or misuse of any of the Common Elements by him or her, or his or her family, guests, assigns, tenants, agents, land contract purchasers, invitees or licensees, 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 excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association or to other Co-owners, as the case may be, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II of these Bylaws. Each individual Co-owner shall indemnify the Association and all other Co-owners against such damages and costs, including attorneys' 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 the Condominium documents. The Co-owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement.

Section 21. Enforcement of Bylaws. The 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. If at any time the Association fails or refuses to carry out its obligation to maintain repair, replace and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any person to whom he may assign this right, at his option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement shall include, but not be limited to, an action to restrain the Association and any Co-owner from any activity

prohibited by these Bylaws. The provisions of this Section shall not be construed to be a warranty or representation of any kind regarding the physical condition of the Condominium.

Section 22. Assessment of Costs of Enforcement. Any and all costs, damages, expenses and/or attorneys fees incurred by the Association in enforcing any of the restrictions set forth in this Article VI and/or rules and regulations promulgated by the Board of Directors of the Association under Article VI of these Bylaws, and any costs, expenses, and attorneys' fees incurred in collecting said costs, damages, and any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project, or by their licensees or invitees, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

ARTICLE VII

JUDICIAL ACTIONS AND CLAIMS

Actions on behalf of and against the Co-owner shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation of the Association and these Bylaws, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of a sixty-six and two-thirds percent (66 2/3%) of all Co-owner, in number and in value, and shall be governed by the requirements of this Article VII. The requirements of this Article VII will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner and the Developer shall have standing to sue to enforce the requirements of this Article VII. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments.

Section 1. Board of Directors' Recommendation to Co-owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

Section 2. Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of

Directors shall call a special meeting of the Co-owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-owners of the date, time and place of the litigation evaluation meeting shall be sent to all Co-owners not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8-1/2" x 11" paper:

- (a) A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that:
 - (1) is in the best interests of the Association to file a lawsuit;
 - (2) that at least one member of the Board of Directors has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success;
 - (3) litigation is the only prudent, feasible and reasonable alternative; and
 - (4) the Board of Directors' proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.
- (b) A written summary of the relevant experience of the attorney ("litigation attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action, including the following information:
 - (1) the number of years the litigation attorney has practiced law; and
 - (2) the name and address of every condominium and homeowner Association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.
- (c) The litigation attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.
- (d) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

- (a) The litigation attorney's proposed written fee agreement.
- (f) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by Section 6 of this Article VII.
- (g) The litigation attorney's legal theories for recovery of the Association.

Section 3. Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with the written notice of the litigation evaluation meeting.

Section 4. Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-owners in the text of the Association's written notice to the Co-owners of the litigation evaluation meeting.

Section 5. Co-owner Vote Required. At the litigation evaluation meeting, the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suite to enforce these Bylaws or collect delinquent assessments) and the retention of the litigation attorney shall require the approval of sixty-six and two-thirds percent (66 2/3%) of all Co-owners, in number and in value. In the event the litigation attorney is not approved, the entire litigation attorney evaluation and approval process set forth in Section 2 hereinabove and in this Section 5 shall be conducted prior to the retention of another attorney for this purpose. Any proxies

to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

Section 6. Attorney's Written Report. During the course of any civil action authorized by the Co-owner's pursuant to this Article VII, the retained attorney shall submit a written report ("attorney's written report") to the Board of Directors every thirty (30) days setting forth:

- (a) The attorney's fees, the fees of any experts retained by the attorney or the Association, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period").
- (b) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.
- (c) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.
- (d) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.
- (e) Whether the originally estimated total cost of the civil action remains accurate.

Section 7. Monthly Board Meetings. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:
the status of the litigation;

- (a) the status of the litigation;
- (b) the status of settlement efforts, if any; and
- (c) the attorney's written report.

Section 8. Changes in the Litigation Special Assessment. If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation,

and to allow the Co-owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

Section 9. Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

ARTICLE VIII

MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the Mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association shall report any unpaid assessments due from the Co-owner of such Unit to the holder of any first mortgage covering such Unit and Co-owners shall be deemed to specifically authorize said action pursuant to these Bylaws. The Association shall give to the holder of any first mortgage covering any Unit in the Condominium written notification of any default in the performance of the obligations of the Co-owner of such Unit with respect to the Condominium Documents that is not cured within sixty (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. Notice of Meeting. 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 IX

VOTING

Section 1. Membership and Voting. Except as limited in these Bylaws, each Co-owner shall be entitled to one (1) vote for each Condominium Unit owned when voting by number and one (1) vote, the value of which shall equal the total of the percentages allocated to the Units owned by such Co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in

those instances when voting is specifically required to be both in number and in value.

Section 2. Eligibility to Vote. No Co-owner shall be entitled to vote at any meeting of the Association until he or she has presented a deed or other evidence of ownership of a Unit in the Condominium to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the 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 by the individual representative designated by such Co-owner in the notice required in Section 3 below or by a proxy given by such individual representative except as otherwise provided in the Condominium Documents. 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, sign petitions and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name, address and telephone number of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name, address and telephone number of each person, firm, corporation, limited liability partnership, limited liability company, 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 provided here.

Section 4. Quorum. The presence in person or by proxy of thirty-five percent (35%) in number and in value of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein to require a greater quorum or where voting in person is required by the Bylaws. The written absentee ballot of any person furnished at or prior to any duly called meeting at which meeting that person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast except where prohibited herein.

Section 5. Voting. Votes may be cast in person or by proxy or by written absentee ballot duly signed by the designated voting representative not present at a given meeting in person or by proxy, except as otherwise provided in the Condominium Documents. Proxies and absentee ballots must be filed with the Secretary of the Association at or before the appointed time or each meeting of the members of the Association. Cumulative voting shall not be permitted.

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

ARTICLE X

MEETINGS

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

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than fifty (50%) percent in number of the Units that may be created in Fox Meadows have been conveyed and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75%) percent of all Units that may be created or fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Condominium, whichever first occurs. The 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 ten (10) days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted under the Condominium Documents to include in the Condominium.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held in the month of May each succeeding year after the year in which the First Annual Meeting is held, on such a date and at such time and place as established by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-

owners a Board of Directors in accordance with the requirements of Article XII 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 one-third (1/3) of the Co-owners in number presented to the Secretary of the Association, but only after the First Annual Meeting has been held or at the request of the Developer. A Co-owner must be eligible to vote at a meeting of members to validly sign a petition. 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 ten (10) days but not more than sixty (60) days prior to such meeting, except for the Litigation Evaluation Meeting which notice requirements are prescribed in Article VII, Section 2 hereinabove. 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 IX, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

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

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 ballot of the members, except for litigation referenced in Article III and Article VII above. Ballots shall be solicited in the same manner as provided in Section 5 above 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 specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Consent of Absentees. The transactions at any meeting of members, either annual or special, except the litigation evaluation meeting discussed in Article VII hereinabove, 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, or absentee ballot, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes; Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation of 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 XI

ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a nondeveloper Co-owner or within one hundred twenty (120) days after conveyance to of one-third (1/3) of the Units to nondeveloper Co-owners, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three (3) non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except if more than fifty percent (50%) in number of the nondeveloper 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 XII

BOARD OF DIRECTORS

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

Section 2. Election of Directors.

- (a) First Board of Directors. The first Board of Directors, shall be comprised of one (1) person and such first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Immediately prior to the appointment of the first nondeveloper Co-owner to the Board, the Board shall be increased in size to five (5) persons. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below. The directors shall hold office until their successors are elected and hold their first meeting.
- (b) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five (25%) percent in number of the units that may be created, at least one (1) director and not less than one-third (1/3) of the Board of Directors shall be elected by non-developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper Co-owners of fifty percent (50%) in number of the Units that may be created, not less than one-third (1/3) of the Board of Directors shall be elected by nondeveloper Co-owners. When the required number of conveyances has been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required director or

directors, as the case may be. Upon certification by the Co-owners to the Developer of the Directors so elected, the Developer shall then immediately appoint such director or directors to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

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

- (1) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75%) percent in number of the units that may be created, 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 (1) Director as long as the Developer owns and offers for sale at least ten percent (10%) in number of the Units in the Condominium or as long as ten percent (10%) in number of the Units remain that may be created. 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.
- (2) Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Condominium, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (1) above. Application of this subsection does not require a change in the size of the Board of Directors.
- (3) 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 (2), 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 one (1) Director as provided in subsection (1).

- (4) At the First Annual Meeting three (3) directors shall be elected for a term of two (2) years and two (2) directors shall be elected for a term of one (1) year. At such meeting all nominees shall stand for election as one slate and the three (3) persons receiving the highest number of votes shall be elected for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either two (2) or three (3) directors shall be elected depending upon the number of directors whose terms expire. After the First Annual Meeting, the term of office (except for the two (2) directors elected at the First Annual Meeting) of each Director shall be two (2) years. The directors shall hold office until their successors have been elected and hold their first meeting.
- (5) 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 X, 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 and the General Common Elements thereof.
- (b) To levy and collect assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.

- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium .
- (f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To grant easements, rights of entry, rights of way, and licenses to, through, over, and with respect to Association property and/or the Common Elements of the Condominium on behalf of the members of the Association in furtherance of any of the purposes of the Association and to dedicate to the public any portion of the Common Elements of the Condominium; provided, however, that, subject to the provisions of the Master Deed, any such action shall also be approved by affirmative vote of more than sixty percent (60%) in number and in value of all Co-owners. The aforesaid sixty percent (60%) approval requirement shall not apply to sub-paragraph (h) below.
- (h) To grant such easements, licenses and other rights of entry, use and access, and to enter into any contract or agreement, including wiring agreements, utility agreements, right of way agreements, access agreements and multi-unit agreements, and to the extent allowed by law, contracts for sharing of any installation or periodic subscriber fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, antenna, multichannel multipoint distribution service and similar services (collectively "Telecommunications") to the Condominium or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which would violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or any other company or entity in connection with such service, including fees, if any, for the privilege of installing same, or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium, within the meaning of the Act, and shall be paid over to and shall be the property of the Association.
- (i) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, security interest or other lien on

property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than sixty percent (60%) of all of the Co-owners, unless same is a letter of credit and/or appeal bond for litigation.

- (j) To make and enforce reasonable rules and regulations in accordance with Article VI, Section 14 of these Bylaws and such other applicable provisions and to make and enforce resolutions and policies in furtherance of any or all of the purposes of the Association or of the Condominium Documents.
- (k) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or by the Condominium Documents required to be performed by the Board.
- (l) To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to obtain mortgage financing for Unit Co-owners which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association and/or any other agency of the Federal government or the State of Michigan or to satisfy the requirements of the United States Department of Housing and Urban Development.
- (m) To enforce the provisions of the Condominium Documents.

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto, but which shall not be a Co-owner or resident or affiliated with a Co-owner or resident) at 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 Section 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

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

Section 7. Removal. Except for directors appointed by the Developer, at any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one (1) or more of the directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent in number and in value of all of the Co-owners qualified to vote and a successor may then and there be elected to fill any vacancy thus created. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the directors 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 ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director personally, by mail, telephone or telegraph, at least five (5) days prior to the date named for such meeting.

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

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such

waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any 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. Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors 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 twenty-four (24) hours' prior written notice delivered to all directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The 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. Closing of Board of Directors Meetings to Members; Privileged Minutes. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board of Directors. Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association shall be entitled to review or copy any minutes of meetings of the Board of Directors to the extent that said minutes reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

Section 14. Action by Written Consent. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid if consented to in writing by the requisite majority of the Board of Directors.

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

the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

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

ARTICLE XIII

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. Any such members serving as officers shall be in good standing of the Association. The directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two (2) offices except that of President and Vice President may be held by one person. No officer shall receive any compensation for acting as an officer.

- (a) President. The President shall be the chief executive officer of the Association. The President shall preside and may vote at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as the President may in the President's discretion deem appropriate to assist in the conduct of the affairs of the Association.
- (b) Vice President. The Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do 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; the Secretary shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and the Secretary shall, in general, perform all duties incident to the office of the Secretary.

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

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

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

Section 4. 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 XIV

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 XV

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. The nonprivileged Association books, records, and contracts concerning the administration and operation of the Condominium shall be open for inspection by the Co-owners and their Mortgagees during reasonable working hours, subject to such reasonable inspection procedures as may be established by the Board of Directors from time to time. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be

defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefore. The cost of any such audit and any accounting expenses shall be expenses of administration.

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

Section 3. 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 and may also be invested in interest bearing obligations of the United States Government or in such other depositories as may be adequately insured in the discretion of the Board of Directors.

ARTICLE XVI

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

Section 1. Indemnification of Directors and Officers. With the exception of willful and wanton misconduct and gross negligence, every director and every officer of the Association (including the First Board of Directors and any other director and/or officer of the Association appointed by the Developer) shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement incurred by or imposed upon him in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, including actions by or in the right of the Association, to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except as otherwise prohibited by law; providing that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall

apply only if the Association (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Association shall notify all Co-owners thereof.

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

ARTICLE XVII

AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association upon the vote of a majority of the directors or by one-third (1/3) or more of the Co-owners in number by instrument in writing signed by them, provided, however, that no portion of the bylaws may be amended in any manner so as to materially affect and/or impair the rights of Marion Township set forth or reserved in the Master Deed or Bylaws unless said amendment has received the prior written consent of Marion Township.

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

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-six and two-thirds (66 2/3%) percent in number and in value of all Co-owners and upon the approval of sixty-six and two-thirds percent (66 2/3%) of the mortgages, with each mortgagee to have one (1) vote for each mortgage held. During the Construction and Sales Period, these Bylaws may not be amended in any manner so as to materially affect and/or impair the rights of the Developer, unless said amendment has received the prior written consent of the Developer. Notwithstanding anything to the contrary, no

amendment may be made to Article III, Section 4, and Article VII of these Bylaws at any time without the written consent of the Developer.

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

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

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

ARTICLE XVIII

COMPLIANCE

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

ARTICLE XIX

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 XX**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 or the Act, including and rules and regulation promulgated by the Board of Directors of the Association hereunder, shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. In the event of a default of the Condominium Documents by a Co-owner, non Co-owner resident and guest, the Association shall be entitled to recover from the Co-owner, non Co-owner resident and guest, the prelitigation costs and attorney fees incurred in obtaining their compliance with the Condominium Documents. In any proceeding arising because of an alleged default by any Co-owner, non Co-owner and guest, 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. The Association, if successful, shall also be entitled to recoup the costs and attorney's fees incurred in defending any claim, counterclaim or other matter from the Co-owner asserting the claim, counterclaim or other matter.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents, including the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall also give the Association or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General. or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents; provided, however, that judicial proceedings shall be instituted before items of construction are altered or demolished pursuant to this subsection. 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, including the rules and regulations promulgated by the Board of Directors of the Association hereunder, by any Co-owner, or his tenant or non Co-owner occupant of his Unit, in addition to the rights set forth above, shall be grounds for assessment by the Association of a monetary fine for such

violations. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner of Condominium Premises.

(a) Procedures. Upon any such violation being alleged by the Board, the following procedures will be followed:

(1) Notice. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article IX, Section 3 of these Bylaws.

(2) Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but in no event shall the Co-owner be required to appear less than ten (10) days from the date of the Notice.

(3) Default. Failure to respond to the Notice of Violation constitutes a default.

(4) Hearing and Decision. Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

(b) Amounts. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied:

- (1) First Violation. No fine shall be levied.
- (2) Second Violation. Twenty-Five Dollars (\$25.00) fine.
- (3) Third Violation. Fifty Dollars (\$50.00) fine.
- (4) Fourth Violation and Subsequent Violations. One Hundred Dollars (\$100.00) fine.

Section 5. Non-waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted

by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 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 aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude any party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and directors to compel such person to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period, as same is defined in Article III, Section 12 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 the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property or contract rights granted or reserved to or for the benefit of the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, litigation rights, 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 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.

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 336

EXHIBIT "B" TO THE MASTER DEED OF

FOX MEADOWS

A SITE CONDOMINIUM

PART OF SECTIONS 4 AND 5 T2N-R4E,
MARION TOWNSHIP, LIVINGSTON COUNTY,
MICHIGAN

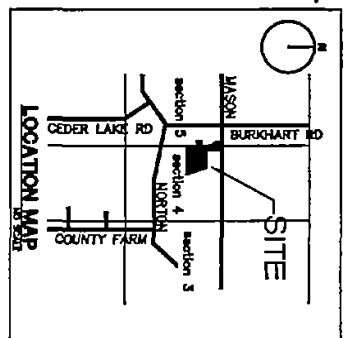
CIVIL ENGINEERS

ADVANTAGE CIVIL ENGINEERING, INC.
110 E. GRAND RIVER
HOWELL, MI. 48843
(517) 545-4141

DEVELOPER

FOX MEADOWS DEVELOPMENT L.L.C.
399 N. OLD U.S. 23
BRIGHTON, MI. 48114
810 227-0115

ATTENTION: COUNTY REGISTER OF DEEDS
THE CONDOMINIUM PLAN NUMBER LIST ARE ASSIGNED
IN CONFORMANCE WITH THE MICHIGAN CONDOMINIUM ACT
AND HAVE BEEN ASSIGNED TO THIS PROJECT. IT MUST BE
PROPERLY SHOWN IN THE TITLE ON THIS SHEET, AND
IN THE SURVEYOR'S CERTIFICATE ON SHEET 1.



NO.	TITLE
1.	COVER SHEET
2.	SURVEY PLAN
3.	SITE PLAN
4.	UTILITY PLAN

Private sign easement(0.072Acres)
A private sign easement located in the Northeast quarter of Section 5, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Said parcel more particularly described as: Commencing at the Northwest Section corner of Section 5, T2N-R4E, Marion Township, Livingston County, Michigan; thence South 89° 37' 45" West, 53.74 feet to the North line of said section; also being the centerline of Mason Road (88 ft wide, public), thence South 07° 31' 28" East, 20.00 feet to the POINT OF BEGINNING; thence continuing South 07° 31' 28" East, 20.00 feet to the Southwesterly right of way line of Mason Road (88 ft wide, public); thence North 89° 37' 45" East, 20.00 feet on said right of way line to the POINT OF BEGINNING; said parcel contains 0.07 acres more or less, being subject to easements and restrictions of record, if any.

1/2 wide pvt. easement for public utilities(0.072Acres)

A parcel of land located in the Northeast quarter of Section 5, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Said parcel more particularly described as: Commencing at the Northwest Section corner of Section 5, T2N-R4E, Marion Township, Livingston County, Michigan; thence South 89° 37' 45" West, 53.74 feet to the North line of said section; also being the centerline of Mason Road (88 ft wide, public), thence South 07° 31' 28" East, 20.00 feet to the POINT OF BEGINNING; thence continuing South 07° 31' 28" East, 20.00 feet to the Southwesterly right of way line of Mason Road (88 ft wide, public); thence North 89° 37' 45" East, 20.00 feet on said right of way line to the POINT OF BEGINNING; said parcel contains 0.07 acres more or less, being subject to easements and restrictions of record, if any.

Overall Condominium Boundary(0.182Acres)
A parcel of land located in the Northeast quarter of Section 5 and the Northwest 1/4 of Section 5, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Said parcel more particularly described as: Commencing at the Northwest Section corner of Section 5, T2N-R4E, Marion Township, Livingston County, Michigan; thence South 89° 37' 45" West, 53.74 feet to the North line of said section; also being the centerline of Mason Road (88 ft wide, public), thence South 07° 31' 28" East, 20.00 feet to the POINT OF BEGINNING; thence continuing South 07° 31' 28" East, 20.00 feet to the Southwesterly right of way line of Mason Road (88 ft wide, public); thence North 89° 37' 45" East, 20.00 feet on said right of way line to the POINT OF BEGINNING; said parcel contains 0.182 acres more or less, being subject to easements and restrictions of record, if any.

Pvt. easement for storm water detention(0.333Acres)

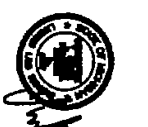
A parcel of land located in the Northeast quarter of Section 5, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Said parcel more particularly described as: Commencing at the Northwest Section corner of Section 5, T2N-R4E, Marion Township, Livingston County, Michigan; thence South 89° 37' 45" West, 53.74 feet to the North line of said section; also being the centerline of Mason Road (88 ft wide, public), thence South 07° 31' 28" East, 20.00 feet to the POINT OF BEGINNING; thence continuing South 07° 31' 28" East, 20.00 feet to the Southwesterly right of way line of Mason Road (88 ft wide, public); thence North 89° 37' 45" East, 20.00 feet on said right of way line to the POINT OF BEGINNING; said parcel contains 0.333 acres more or less, being subject to easements and restrictions of record, if any.

2E' wide private easement for public utilities

A 25' wide private easement for public utilities in part of the Northeast fractioned 1/4 of Section 5, and part of the Northeast fractioned 1/4 of Section 4, all in T2N-R4E, Marion Township, Livingston County, Michigan, the Southerly line of which described as follows: Commencing at the Northwest corner of said Section 5, thence South 89° 37' 45" West, 315.05 feet along the centerline of Mason Road (88 ft wide, public), thence South 234.43 feet along the centerline of "Barbours Road" to the Northerly line of Lot 27 of "Barry Manor No. 3", extended Westerly for a POINT OF BEGINNING; thence South 82° 37' 45" East, 348.02 feet along the Northerly line of Lot 27, and the Easery end Westerly Extension thereof to the POINT OF BEGINNING; also being subject to Easements and restrictions of record, if any.

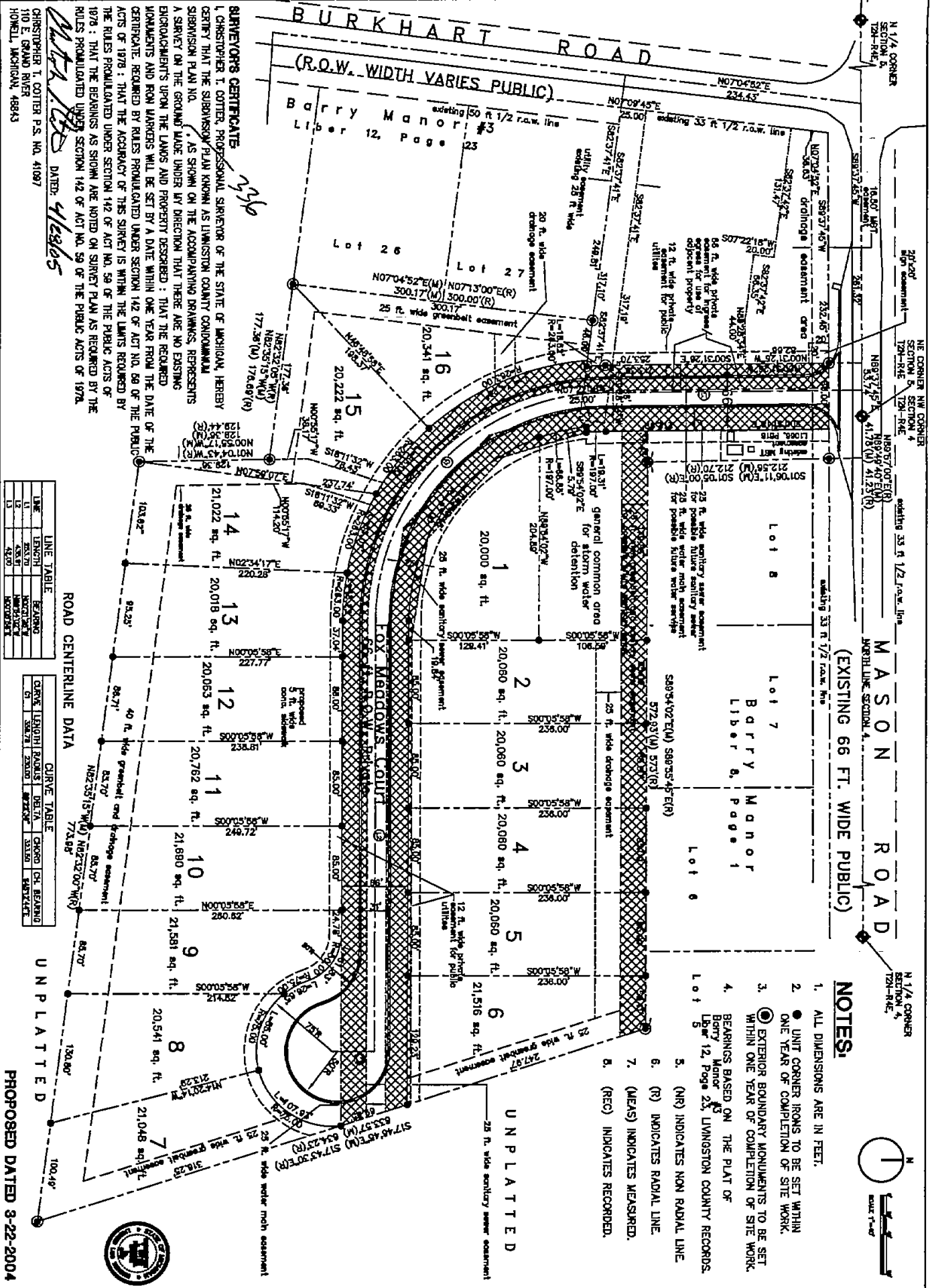
68ft. pvt. road easement for use of adjacent property (0.323Acres)

A 68' wide private road easement located in the Northeast quarter of Section 5, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Said parcel more particularly described as: Commencing at the Northwest Section corner of Section 5, T2N-R4E, Marion Township, Livingston County, Michigan; thence South 89° 37' 45" West, 53.74 feet to the North line of said section; also being the centerline of Mason Road (88 ft wide, public), thence South 07° 31' 28" East, 20.00 feet to the POINT OF BEGINNING; thence continuing South 07° 31' 28" East, 20.00 feet to the Southwesterly right of way line of Mason Road (88 ft wide, public); thence North 89° 37' 45" East, 20.00 feet on said right of way line to the POINT OF BEGINNING; said parcel contains 0.323 acres more or less, being subject to easements and restrictions of record, if any.



PROPOSED DATED 3-22-2004

<p>ADVANTAGE CIVIL ENGINEERING</p>	<p>FOX MEADOWS SITE CONDOMINIUM COVER SHEET</p>	<p>FOX MEADOWS DEVELOPMENT L.L.C. 399 N. OLD U.S. 23 BRIGHTON, MI. 48114 810 227-0115</p>
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MASON ROAD
(EXISTING 66 FT. WIDE PUBLIC)

- NOTES:**
1. ALL DIMENSIONS ARE IN FEET.
 2. ● UNIT CORNER IRONS TO BE SET WITHIN ONE YEAR OF COMPLETION OF SITE WORK.
 3. ⊙ EXTERIOR BOUNDARY MONUMENTS TO BE SET WITHIN ONE YEAR OF COMPLETION OF SITE WORK.
 4. BEARINGS BASED ON THE PLAT OF Barry Manor Liber 12, Page 23, LIVINGSTON COUNTY RECORDS.
 5. (NR) INDICATES NON RADIAL LINE
 6. (R) INDICATES RADIAL LINE.
 7. (MEAS) INDICATES MEASURED.
 8. (REC) INDICATES RECORDED.

SURVEYOR'S CERTIFICATE

I, CHRISTOPHER I. COTTER, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LOTS AND PROPERTY DESCRIBED; THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE SET BY A DATE WITHIN ONE YEAR FROM THE DATE OF THE CERTIFICATE, REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978; THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978; THAT THE BEARINGS AS SHOWN ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

DATE: 4/15/04

CHRISTOPHER I. COTTER P.S. NO. 41097
110 E. GRAND RIVER
HOWELL, MICHIGAN, 48843

LINE TABLE

LINE	BEARING	LENGTH	REMARKS
1	S89°57'45"W	234.63	EXISTING 33 FT. 1/2 R.O.W. LINE
2	S89°57'45"W	234.63	EXISTING 33 FT. 1/2 R.O.W. LINE
3	S89°57'45"W	234.63	EXISTING 33 FT. 1/2 R.O.W. LINE
4	S89°57'45"W	234.63	EXISTING 33 FT. 1/2 R.O.W. LINE
5	S89°57'45"W	234.63	EXISTING 33 FT. 1/2 R.O.W. LINE
6	S89°57'45"W	234.63	EXISTING 33 FT. 1/2 R.O.W. LINE
7	S89°57'45"W	234.63	EXISTING 33 FT. 1/2 R.O.W. LINE
8	S89°57'45"W	234.63	EXISTING 33 FT. 1/2 R.O.W. LINE
9	S89°57'45"W	234.63	EXISTING 33 FT. 1/2 R.O.W. LINE
10	S89°57'45"W	234.63	EXISTING 33 FT. 1/2 R.O.W. LINE
11	S89°57'45"W	234.63	EXISTING 33 FT. 1/2 R.O.W. LINE
12	S89°57'45"W	234.63	EXISTING 33 FT. 1/2 R.O.W. LINE
13	S89°57'45"W	234.63	EXISTING 33 FT. 1/2 R.O.W. LINE
14	S89°57'45"W	234.63	EXISTING 33 FT. 1/2 R.O.W. LINE
15	S89°57'45"W	234.63	EXISTING 33 FT. 1/2 R.O.W. LINE
16	S89°57'45"W	234.63	EXISTING 33 FT. 1/2 R.O.W. LINE

ROAD CENTERLINE DATA

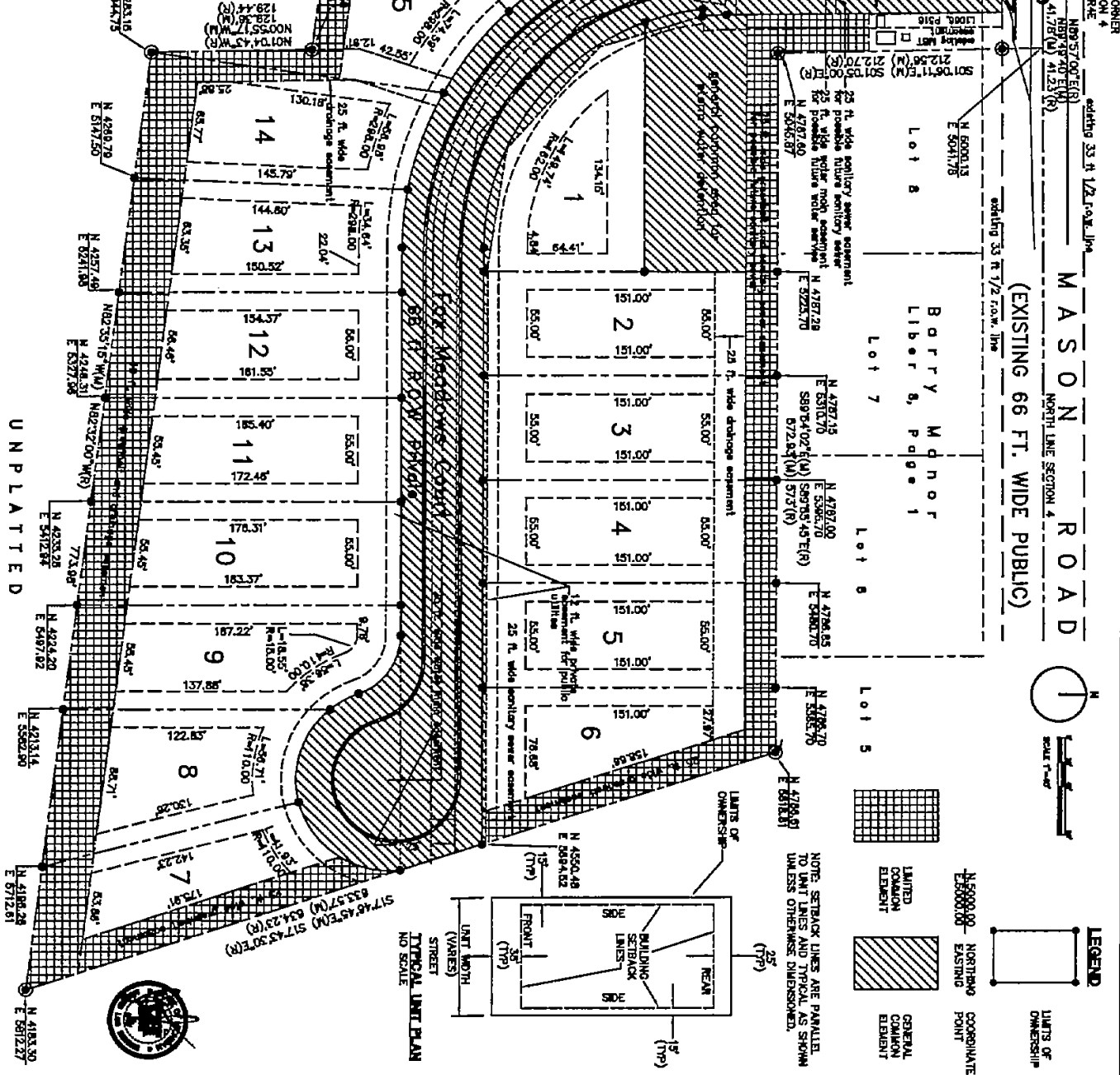
CURVE TABLE

CURVE	LENGTH	BEARING	CHORD	CHORD BEARING
1	234.63	S89°57'45"W	234.63	S89°57'45"W
2	234.63	S89°57'45"W	234.63	S89°57'45"W
3	234.63	S89°57'45"W	234.63	S89°57'45"W
4	234.63	S89°57'45"W	234.63	S89°57'45"W
5	234.63	S89°57'45"W	234.63	S89°57'45"W
6	234.63	S89°57'45"W	234.63	S89°57'45"W
7	234.63	S89°57'45"W	234.63	S89°57'45"W
8	234.63	S89°57'45"W	234.63	S89°57'45"W
9	234.63	S89°57'45"W	234.63	S89°57'45"W
10	234.63	S89°57'45"W	234.63	S89°57'45"W
11	234.63	S89°57'45"W	234.63	S89°57'45"W
12	234.63	S89°57'45"W	234.63	S89°57'45"W
13	234.63	S89°57'45"W	234.63	S89°57'45"W
14	234.63	S89°57'45"W	234.63	S89°57'45"W
15	234.63	S89°57'45"W	234.63	S89°57'45"W
16	234.63	S89°57'45"W	234.63	S89°57'45"W

PROPOSED DATED 3-22-2004

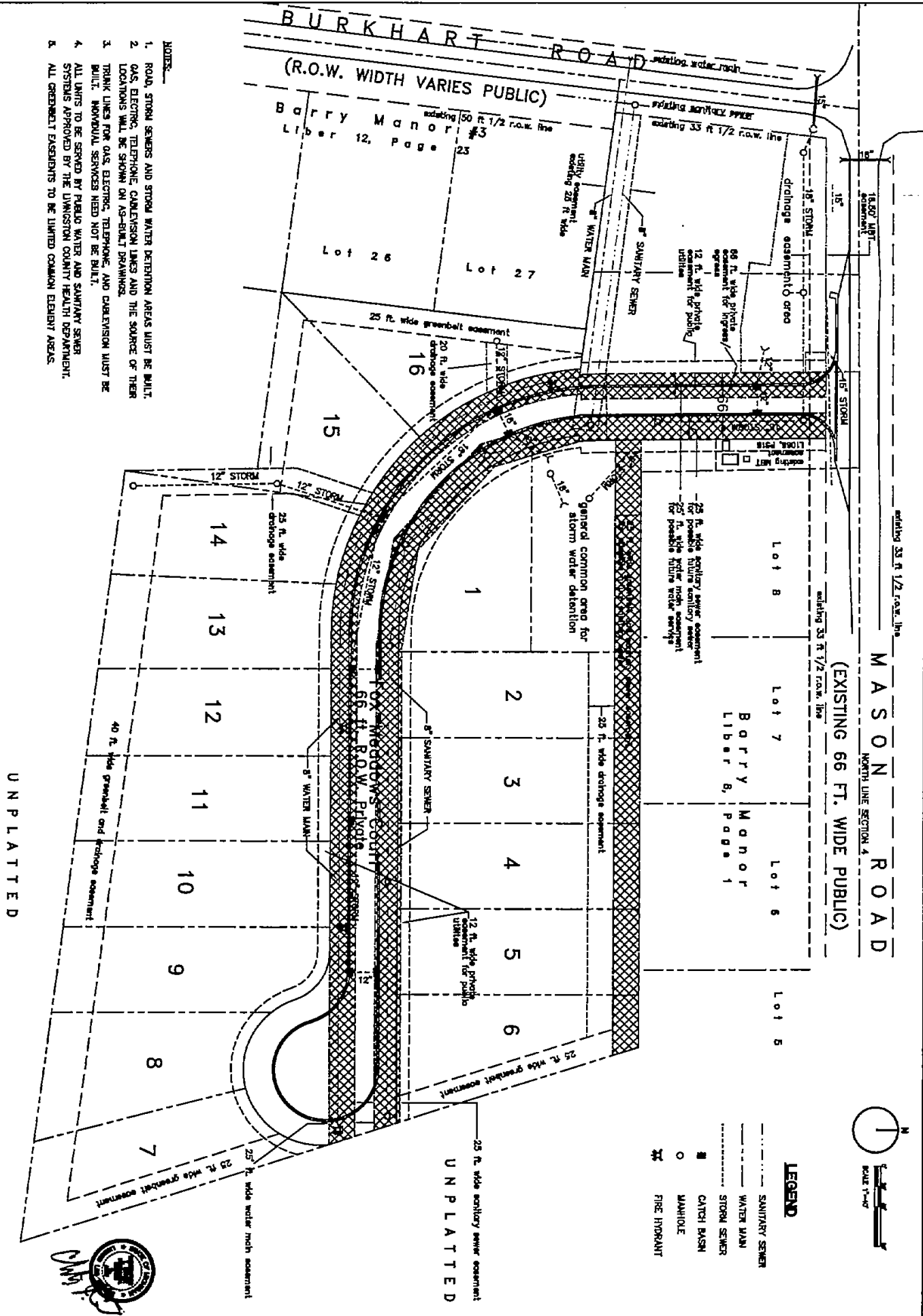
<p>ADVANTAGE CIVIL ENGINEERING</p>	<p>FOX MEADOWS SITE CONDOMINIUM SURVEY PLAN</p>	<p>FOX MEADOWS DEVELOPMENT L.L.C. P.O. BOX 148 BRIGHTON MI 48116 517-250-8984</p>
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- NOTES:**
1. ROAD, STORM SEWERS AND STORM WATER DETENTION AREAS MUST BE BUILT.
 2. GAS, ELECTRIC, TELEPHONE, CABLEVISION LINES AND THE SOURCE OF THEIR LOCATIONS WILL BE SHOWN ON AS-BUILT DRAWINGS.
 3. TRUNK LINES FOR GAS, ELECTRIC, TELEPHONE, AND CABLEVISION MUST BE BUILT.
 4. ALL UNITS TO BE SERVED BY PUBLIC WATER AND SANITARY SEWER SYSTEMS APPROVED BY THE LINCOLN COUNTY HEALTH DEPARTMENT.
 5. ALL GREENBELT EASEMENTS AS SHOWN TO BE LIMITED COMMON ELEMENT AREAS PURSUANT TO THE MASTER DEED.
 6. ALL UNITS AND COMMON ELEMENTS ARE CONVERTIBLE AREAS AS SET FORTH IN THE MASTER DEED.



PROPOSED DATED 3-22-2004

<p>LEGEND</p> <ul style="list-style-type: none"> LIMITS OF OWNERSHIP LIMITS OF COORDINATE GENERAL COMMON ELEMENT LIMITED COMMON ELEMENT 	<p>NOTE: SETBACK LINES ARE PARALLEL TO UNIT LINES AND TYPICAL AS SHOWN UNLESS OTHERWISE DIMENSIONED.</p>	<p>TYPICAL UNIT PLAN NO SCALE</p>	<p>FOX MEADOWS SITE CONDOMINIUM</p>	<p>ADVANTAGE CIVIL ENGINEERING</p>	<p>3</p>
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- NOTES:**
1. ROAD, STORM SEWERS AND STORM WATER DETENTION AREAS MUST BE BUILT.
 2. GAS, ELECTRIC, TELEPHONE, CABLEVISION LINES AND THE SOURCE OF THEIR LOCATIONS WILL BE SHOWN ON AS-BUILT DRAWINGS.
 3. TRUNK LINES FOR GAS, ELECTRIC, TELEPHONE, AND CABLEVISION MUST BE BUILT. INDIVIDUAL SERVICES NEED NOT BE BUILT.
 4. ALL LOTS TO BE SERVED BY FIELD WATER AND SANITARY SEWER SYSTEMS APPROVED BY THE WINNING COUNTY HEALTH DEPARTMENT.
 5. ALL GREENBELT EASEMENTS TO BE LIMITED COMMON ELEMENT AREAS.

PROPOSED DATED 3-22-2004

UNPLATTED

UNPLATTED



- LEGEND**
- SANITARY SEWER
 - WATER MAIN
 - STORM SEWER
 - CATCH BASIN
 - MANHOLE
 - ⊕ FIRE HYDRANT



ADVANTAGE CIVIL ENGINEERING

FOX MEADOWS SITE CONDOMINIUM UTILITY PLAN

FOX MEADOWS DEVELOPMENT LLC
 P.O. BOX 1419
 BRIGHTON, MI 48106
 810 220-0064

DATE	DESCRIPTION



EASEMENT FOR STORM WATER DRAINAGE AND DETENTION

This Easement for Storm Water Drainage and Detention ("Storm Water Easement") is made on this 14th day of December 2004, by and between WALTER GOODMAN, a married man, and HARRIET GOODMAN, his wife, whose address is 35138 Old Timber, Farmington Hills, Michigan 48331 (collectively, "Goodman"), FOX MEADOWS HOMES, L.L.C., a Michigan limited liability company, whose address is P.O. Box 1419, Brighton, Michigan 48116 ("Fox Meadows"), and FOX MEADOWS CONDOMINIUM ASSOCIATION, INC., a Michigan nonprofit corporation, whose address is 3860 Sterling Drive, Howell, Michigan 48843 (the "Association").

RECITALS

A. Goodman is the owner of certain real property located in the Township of Marion, Livingston County, Michigan, as more particularly described on the attached Exhibit "A" (also referred to as the "Goodman Parcel");

B. Fox Meadows is the owner of certain real property located in Township of Marion, Livingston County, Michigan, as more particularly described on the attached Exhibit "B" (also referred to as the "Fox Meadows Parcel");

C. Fox Meadows is intending to develop Fox Meadows Condominium, a 16 Unit Condominium Project abutting the Goodman Parcel in accordance with applicable state and local law. As part of that development, Fox Meadows has formed the Fox Meadows Condominium Association.

D. Goodman desires to grant to Fox Meadows and the Association, and Fox Meadows and the Association desires to obtain from Goodman, perpetual easements for the utilization of storm drains and related storm drainage facilities from the Fox Meadows Parcel over the Goodman Parcel, all in accordance with the provisions hereof;

E. The parties also desire to create a storm water detention basin on the Goodman Parcel for the collection and detention of storm water from both the Goodman Parcel and the Fox Meadows Parcel;

NOW, THEREFORE, for and in consideration of Ten and 00/100 (\$10.00) Dollars, and of the mutual covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Adoption. The parties acknowledge as true the foregoing recitals and hereby adopt and incorporate the recitals as material provisions of this Storm Water Easement.

2. Grant of Storm Water Connector Easement. Goodman hereby grants and establishes for the mutual benefit of the Fox Meadows Parcel and the Goodman Parcel, a non-exclusive perpetual easement for the purpose of constructing, maintaining, repairing, utilizing

Exhibit "C"

and replacing an appropriately sized storm water connection pipe underneath Fox Meadows Court (the "Storm Water Connector") on that portion of the Goodman Parcel more particularly described on the attached Exhibit "C." The Storm Water Connector shall be designed and engineered to drain storm water from the Goodman Parcel and Fox Meadows Parcel to the Storm Water Drainage Infrastructure (as defined below). Anything to the contrary notwithstanding, Fox Meadows, the Association, on behalf of themselves and their successors and assigns in interest, acknowledges that they shall not, without the prior written consent of Goodman, or its successors or assigns in interest, permit any other property, whether owned by Fox Meadows, the Association, or a third party, to tie into the Storm Water Connector or to knowingly allow storm water to drain on the Fox Meadows Parcel if the result of such a tie in overburdens the Storm Water Connector and results in excess and/or standing water being present on the Goodman Parcel. In the event that it is determined that storm water is draining on the Fox Meadows Parcel from adjacent property which is then draining into the Storm Water Drainage Infrastructure, Fox Meadows or the Association, as applicable, with the Township's consent, shall take such action as may be reasonably necessary in order to prevent such water from draining on the Fox Meadows Parcel, at Fox Meadows' sole cost and expense.

3. Construction of Storm Water Connector.

A. Fox Meadows, on behalf of itself, and its successors and assigns in interest, shall be responsible for obtaining all necessary permits and all the required governmental approvals in order to construct and install the Storm Water Connector.

B. The construction of the Storm Water Connector shall be at the sole cost and expense of Fox Meadows.

C. The maintenance, repair and replacement of the Storm Water Connector shall be the responsibility of Fox Meadows, its successors and assigns, provided, however, that Goodman shall pay 1/17 of the cost of such maintenance, repair and replacement. In connection therewith, Fox Meadows (and its successors and assigns) shall be solely responsible for (i) compliance with any requirements imposed by Marion Township, Livingston County or the State of Michigan in connection with periodic maintenance, repairs and replacements of the Storm Water Connector in order to protect against storm water backup, and (ii) any and all obligations or liability resulting from their failure to maintain, repair and replace the Storm Water Connector as may be required by such governmental authorities.

D. Fox Meadows, on behalf of itself and its successors and assigns in interest, shall restore any damage caused to the Goodman Parcel following its construction, maintenance or repair of the Storm Water Connector and shall return any areas disturbed on the Goodman Parcel to substantially the same condition which existed prior to construction of the Storm Water Connector.

4. Grant of Storm Water Drainage System Easements. Goodman hereby grants and establishes, for the benefit of Fox Meadows, the Association, and their successors and assigns, a non-exclusive perpetual easement for use of the Storm Water detention catch basin system to be located on the Goodman Parcel, and as more particularly described on Exhibit "C" (the "Detention Basin"), as well as the related pipes and conduits necessary to drain storm water from

the Storm Water Connector to the Detention Basin and from the Detention Basin into a retention basin located upon the Fox Meadows Parcel on that portion of the Fox Meadows Parcel as shown on the attached Exhibit "D." The Detention Basin, and related pipes and conduits, together with the entire storm water system to be located on the Goodman Parcel and the Fox Meadows Parcel including, without limitation, the additional retention basin, outlet structure and outlet pipes and conduits between the Storm Water Connector and the Detention Basin are collectively referred to as the "Storm Water Drainage Infrastructure."

5. Construction and Maintenance of Storm Water Drainage Infrastructure.

A. Fox Meadows, on behalf of itself, and its successors and assigns in interest, shall be responsible for obtaining all necessary permits and all the required governmental approvals in order to construct and install the Storm Water Drainage Infrastructure.

B. Fox Meadows shall be solely responsible for the installation and construction of the Storm Water Drainage Infrastructure.

C. Maintenance, repair and replacement of the Storm Water Drainage Infrastructure shall be the sole responsibility of Fox Meadows, the Association, its successors and assigns, provided, however, that Goodman shall pay 1/17 of the cost of such maintenance, repair and replacement.

D. Fox Meadows shall utilize its best efforts to substantially complete construction of the Storm Water Drainage Infrastructure pursuant to all plans and specifications and in a good and workmanlike, lien-free manner without causing any damage to or disruption to the Goodman Parcel, and that the installation of the Storm Water Drainage Infrastructure shall be performed in conjunction with Fox Meadows' site development of the Fox Meadows Parcel. Fox Meadows' obligation to construct the Storm Water Drainage Infrastructure shall be secured by a performance bond posted with the Township of Marion for such a purpose.

E. Notwithstanding anything contained herein to the contrary, all lien rights of the parties hereunder shall be expressly subordinate to the interest of any first mortgage lender of any of the parties and upon request, each party shall execute such reasonable documentation as may be requested by a party's first mortgage lender to evidence a subordination of such liens to the interests of such first mortgage lender.

6. Waiver. No waiver of any of the provisions of this Storm Water Easement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing and permanent waiver unless so specifically stated.

7. Mortgage Subordination. Any mortgage affecting any portion of any easement areas created by this Storm Water Easement shall at all times be subject and subordinate to the terms of this Storm Water Easement and any party foreclosing any such mortgage, or acquiring title by deed in lieu of foreclosure, shall acquire title subject to all of the terms and provisions of this Storm Water Easement.

8. Indemnification. Each Party shall indemnify, defend and hold the other Party and the Township harmless from any and all damage to property or persons and all other liabilities, claims, costs or expenses, including actual attorneys' fees, court costs and legal expenses incurred and/or suffered by the other Party or the Township resulting from such Party's use and enjoyment of the Storm Water Easements herein granted and/or its activities.

9. Eminent Domain. No taking under the power of eminent domain and no deed or grant in connection with or in contemplation of the widening of any public roadway or right-of-way shall be deemed or construed to be a violation of any of the provisions of this instrument or any of the rights herein granted or conferred, or termination hereof, provided that in the event of a deed in lieu of condemnation which shall convey any portion of the easements declared hereunder, the party benefiting from such easements shall have first consented in writing thereto, which consent shall not be unreasonably withheld, conditioned or delayed. Each party benefiting from such easements shall have the right to join in and defend any condemnation action which shall encompass any portion of the easements granted hereunder benefiting said party. This Storm Water Easement shall remain in full force and effect with respect to those portions of the easement declared hereunder, which remain unaffected by such eminent domain proceeding or voluntary grant, unless the actual effect of such taking or grant is to nullify, undermine or unreasonably impede the express purposes of this Storm Water Easement.

10. Development of Goodman Parcel. Fox Meadows and the Association acknowledge, notwithstanding the easements granted by Goodman under this Storm Water Easement, that, with Township approval, Goodman may fully develop the Goodman Parcel as it sees fit and Goodman may, without the necessity of obtaining the consent of Fox Meadows or the Association, grant easements to third parties for the use of the Storm Water Drainage Infrastructure constructed by it pursuant to this Storm Water Easement so long as the storm water utility service to the Fox Meadows Parcel is not disrupted or materially disturbed.

11. Duration and Binding Effect. The easements granted and declared shall run with the land and shall be non-exclusive perpetual easements and shall be of both benefit and burden to Goodman, the Association, and Fox Meadows, and the respective successors and assigns. The easements, however, are private and nothing contained in this Storm Water Easement shall be deemed to constitute a dedication of the same to the public absent dedication by separate specific recorded instrument.

12. Miscellaneous.

A. Entire Agreement. This Storm Water Easement embodies the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior representations, agreements, and understandings, oral or written, relating to such subject matter.

B. Amendment. This Storm Water Easement may not be amended or modified in any way except by an instrument in writing executed by all parties bound hereby. To the extent any amendment affects a right of the Township, the Township must also review and approve the amendment prior to execution by the parties.

C. Successors and Assigns. Each and every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed by any party to this Storm Water Easement is made by such party not only personally for the benefit of the other parties hereto, but also as owner of the parcel owned by such party appurtenant and for the benefit of the other parcel. Every obligation of this Storm Water Easement shall run with the land and shall be binding upon the party making or assuming such obligation and such parties, successors and assigns and shall inure to the benefit of all other parties hereto and their successors and assigns. Upon any sale or transfer, including any transfer by operation of law, of any parcel, any transferee of any party shall automatically be deemed, by acceptance of the title to such parcel, or portion thereof, to have assumed the obligations of its transferor/grantor hereof relating thereto, arising on or after the date of transfer, and to have agreed to execute any and all instruments and do anything and all things reasonably required to carry out the intention of the provisions thereof; but nothing herein contained shall be deemed to relieve the transferor of such parcel from its obligations hereunder which arose prior to such transfer, provided, however, that Fox Meadows shall be relieved of its obligations hereunder at the Transitional Control Date, as defined in the Condominium Documents, at which time the Association shall assume such obligations. Condominium Unit co-owners shall only be responsible for their respective pro-rata share of any expenses incurred by the Association in fulfilling its obligations as provided hereunder and in accordance with the Condominium Master Deed and Bylaws.

D. Severability. Except as may be expressly provided to the contrary herein, each paragraph, part, term or provisions of this Storm Water Easement shall be considered severable, and if for any reason any paragraph, part, term or provision herein is determined to be invalid or contrary to or in conflict with any existing or future law or regulation by a court or governmental agency having valid jurisdiction, such determination shall not impair the operation of or have any other affect on other paragraphs, parts, terms, or provisions of this Storm Water Easement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid paragraphs, parts, terms or provisions shall not be deemed to be a part of this Storm Water Easement.

E. Construction and Interpretation of Easement. This Storm Water Easement shall be governed by and constructed under the laws of the State of Michigan. Any action brought to enforce or interpret this Storm Water Easement shall be brought in a court of appropriate jurisdiction in Livingston County, Michigan. Should any provision of this Storm Water Easement require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same. It is agreed and stipulated that all parties hereto have equally participated in the preparation of this Storm Water Easement and that legal counsel was consulted by each party before the execution of this Storm Water Easement.

F. Captions. Captions, titles to sections, and paragraph headings used herein are for convenience of reference and shall not be deemed to limit or alter any provision hereof.

G. Counterparts. This Storm Water Easement may be executed in any number of counterparts, and when fully executed by all parties, shall be deemed one and the same instrument binding upon all parties.

The undersigned have executed this Storm Water Easement on the day and year first above written.

"Goodman"
Walter Goodman
WALTER GOODMAN

Harriet Goodman
HARRIET GOODMAN, his wife

STATE OF MICHIGAN)
) ss
COUNTY OF Livingston)

The foregoing instrument was acknowledged before me this 14th day of December 2004, by WALTER GOODMAN, a married man, and HARRIET GOODMAN, his wife, who executed the within document as their free act and deed.

Carroll Strange
Notary Public
Livingston County, Michigan
Acting in Livingston County, Michigan
My Commission expires: Oct 14, 2005

"Fox Meadows"
FOX MEADOWS DEVELOPMENT,
L.L.C., a Michigan limited liability
company
By: Carroll A. Strange
Its: Member

STATE OF MICHIGAN)
) ss
COUNTY OF Livingston)

The foregoing instrument was acknowledged before me this 14th day of December 2004 by Carroll Strange, the Member of FOX

MEADOWS DEVELOPMENT, L.L.C., a Michigan limited liability company, on behalf of said limited liability company.

Danette m Bell
Danette m Bell Notary Public
Livingston County, Michigan
Acting in Livingston County, Michigan
My Commission expires: Oct 14, 2005

"Association"

FOX MEADOWS CONDOMINIUM
ASSOCIATION, INC., a Michigan
Nonprofit corporation

By: Carroll A. Strange
Its: Member

STATE OF MICHIGAN)
) ss
COUNTY OF Livingston

The foregoing instrument was acknowledged before me this 14th day of December 2004, by Carroll A. Strange, the Member of Fox Meadows Condominium Association, Inc., a Michigan nonprofit corporation, on behalf of said corporation.

Danette m Bell
Danette m Bell Notary Public
Livingston County, Michigan
Acting in Livingston County, Michigan
My Commission expires: Oct 14, 2005

Exhibits:

- Exhibit "A" - Legal Description - Goodman Parcel
- Exhibit "B" - Legal Description - Fox Meadows Parcel
- Exhibit "C" - Legal Description - Storm Water Connector and Drainage Infrastructure Easement Area
- Exhibit "D" - Site Plan

**DRAFTED BY AND WHEN
RECORDED RETURN TO:**

Kimberly J. Bowlin
132 East Grand River, Ste 201
Brighton, Michigan 48116

EXHIBIT "A"**LEGAL DESCRIPTION - GOODMAN PARCEL**

A parcel of land located in the Northeast quarter of Section 5, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Said parcel more particularly described as: Commencing at the Northeast Section corner of Section 5, T2N-R4E, Marion Township, Livingston County, Michigan; thence South $89^{\circ} 37' 45''$ West, 53.74 feet on the North line of said section also being the centerline of "Mason Road" (66' wide, public) to the POINT OF BEGINNING; thence South $00^{\circ} 31' 26''$ East, 253.70 feet; thence 18.62 feet on the arc of a 263.00 foot radius curve to the left, containing a delta angle of $4^{\circ} 03' 21''$, the long chord of which measures South $02^{\circ} 33' 07''$ East, 18.61 feet; thence North $82^{\circ} 37' 41''$ West, 295.81 feet; thence North $07^{\circ} 04' 40''$ East, 234.43 feet in part on the North line of "Barry Manor No. 3, (L.12, p.23); on the Easterly right of way of "Burkhart Road (66' wide, public); thence North $89^{\circ} 37' 45''$ East, 261.32 feet on the centerline of said "Mason Road" to the POINT OF BEGINNING; Said parcel contains 1.61 acres more or less, being subject to easements and restrictions of record, if any.

EXHIBIT "B"**LEGAL DESCRIPTION – FOX MEADOWS PARCEL**

A parcel of land located in the Northeast quarter of Section 5 and the Northwest 1/4 of parcel 6, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Said parcel more particularly described as: Beginning at the Northeast Section corner of Section 5, T2N-R4E, Marion Township, Livingston County, Michigan; thence North 89° 49' 40" East, 41.78 feet on the North line of said Section 5 and centerline of "Mason Road" (66' wide, public); thence South 01° 06' 11" East, 212.56 feet; thence South 89° 54' 02" East, 572.93 feet; thence South 17° 46' 45" East, 633.57 feet; thence North 82° 35' 15" West, 773.98 feet; thence North 00° 55' 17" West, 129.36 feet; thence North 82° 35' 15" West, 177.36 feet; thence North 07° 04' 52" East, 300.17 feet; thence South 82° 37' 41" East, 46.00 feet; thence 18.62 feet on the arc of a 263.00 foot radius curve to the right, Containing a delta angle of 4° 03' 21", the long chord of which measures North 02° 33' 07" West, 18.61 feet; thence North 00° 31' 26" West, 253.70 feet; thence along the North line of said Section 5 and centerline of Mason road, (66 foot wide), North 89° 37' 45" East, 53.74 feet to the POINT OF BEGINNING; Said parcel contains 10.15 acres more or less, being subject to easements and restrictions of record, if any.

EXHIBIT "C"**LEGAL DESCRIPTION - STORM WATER CONNECTOR AND DRAINAGE
INFRASTRUCTURE EASEMENT AREA**

Pvt. easement for storm water detention (0.33 +/- Acres):

A parcel of land located in the Northeast quarter of Section 5, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Said parcel more particularly described as: Commencing at the Northeast Section corner of Section 5, T2N-R4E, Marion Township, Livingston County, Michigan; thence South 89° 37' 45" West, 53.74 feet on the North line of said section also being the centerline of "Mason Road" (66' wide, public); thence South 00° 31' 26" East, 33.00 feet to the POINT OF BEGINNING; thence South 00° 31' 26" East, 82.66 feet; thence South 89° 28' 34" West, 44.00 feet; thence North 82° 37' 42" West, 66.35 feet; thence North 07° 22' 18" East, 20.00 feet; thence North 82° 37' 42" West, 131.47 feet; thence North 07° 09' 45" East, 36.63 feet on the Westerly right of way line of "Burkhart Road" (66' wide, public); thence North 89° 37' 45" East, 232.30 feet on the Southerly right of way line of said Mason Road to the POINT OF BEGINNING; Said parcel contains 0.33 acres more or less, being subject to easements and restrictions of record, if any.

EXHIBIT "D"

SITE PLAN

LANSING, MICHIGAN & NEARBY

21800 DUREAN

ROCKFORD, MI 48064

1937
E-126

EXCLUSIVE EASEMENT

For valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby warrant, grant, and convey to Michigan Bell Telephone Company, a Michigan Corporation, 444 Michigan Avenue, Detroit, Michigan, 48226, Grantor, its successors, assigns, lessees, licensees, and agents in easement to construct, reconstruct, maintain, operate, and/or remove underground communication facilities and other related fixtures, manhole posts, and appurtenances which may from time to time be required, with the right of ingress and egress for the purposes of this grant, in, under, upon, over and across property located in the NE 1/4 of Section 4, Township of HAYTON, Range 24, County of LIVINGSTON, State of Michigan and more fully described as follows: 101-002

SEC. 4 & FT OF SEC 5, REG NE COR SEC 5, TH S 89 DEG 41' W 150.85 FT, TH S 0 DEG 04' 00" W 258.41 FT, TH S 82 DEG 32' E 57.76 FT, TH S 07 DEG 13' W 428 FT, TH S 82 DEG 32' E 969.90 FT, TH W 17 DEG 43' 30" W 634.23 FT, TH N 09 DEG 55' 45" W 573 FT, TH N 1 DEG 05' W 212.70 FT, TH S 89 DEG 57' W 41.23 FT TO POB. 11.17A NE SPLIT S-78 10-04-101-030

SEE ATTACHMENT B1

SUB EASEMENT is described as follows: BEG 368 FT E OF CL OF BURKHART RD. & 33 FT S OF CL OF HAYSON RD., CONT. N 30 FT, S 107 FT, E 30 FT, W 107 FT TO POB. THIS EASEMENT WILL ALSO ALLOW FOR THE NECESSARY ELECTRICAL SERVICE.

man - feet

Michigan Bell Telephone Company hereby agrees to restore in a good and workmanlike manner all property damaged by its construction or maintenance activities from the date of execution of this document, or else reimburse Grantor for said damages directly caused by Grantor's actions.

The undersigned specifically agrees that, due to the exclusive nature of this grant, no other use shall be made by anyone including Grantor, under, across, upon and/or over the easement herein described without obtaining the prior written permission of Michigan Bell Telephone Company, its successors, or assigns.

THIS GRANT IS hereby declared to be binding upon the heirs, successors, lessees, licensees, and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this 29th day of May, 1983.

WITNESS:
[Signature]
ROBERT E. BURNS
[Signature]
VICTORIA S. BURNS

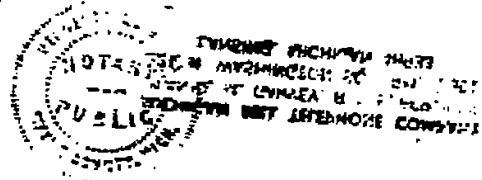
GRANTOR:
[Signature]
OSCAR H. RANCOUR
[Signature]
WILLIAM H. RANCOUR

STATE OF MICHIGAN
COUNTY OF Wayne

ADDRESS: 2109 Glading
Smith Field Mich

The foregoing instrument was acknowledged before me this 29th day of March, 1983 by Oscar H. Rancour, William H. Rancour

Notary Public [Signature]
Wayne County, Michigan
My Commission Expires 7/24/84



THE INSTRUMENT PREPARED BY JEANNE H. CARVEY
28 E. HENRIETTA ST., LANSING, MICHIGAN

Exhibit "D"

243

INSTRUMENT 21

1981068701 517

DE GRAY
DE GRAY

Angela Leopold
ANGELA LEOPOLD

STATE OF Florida

COUNTY OF Folk

Alvin P. Berry

Margaret L. Berry

ADDRESS: 21809 India

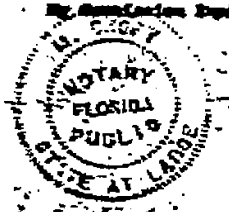
Smyrna, Ga

This foregoing instrument was acknowledged before me this 11th day of April, 1981

by Alvin P. Berry and Margaret L. Berry, husband and wife

Notary Public Ph. Craft

Folk County,



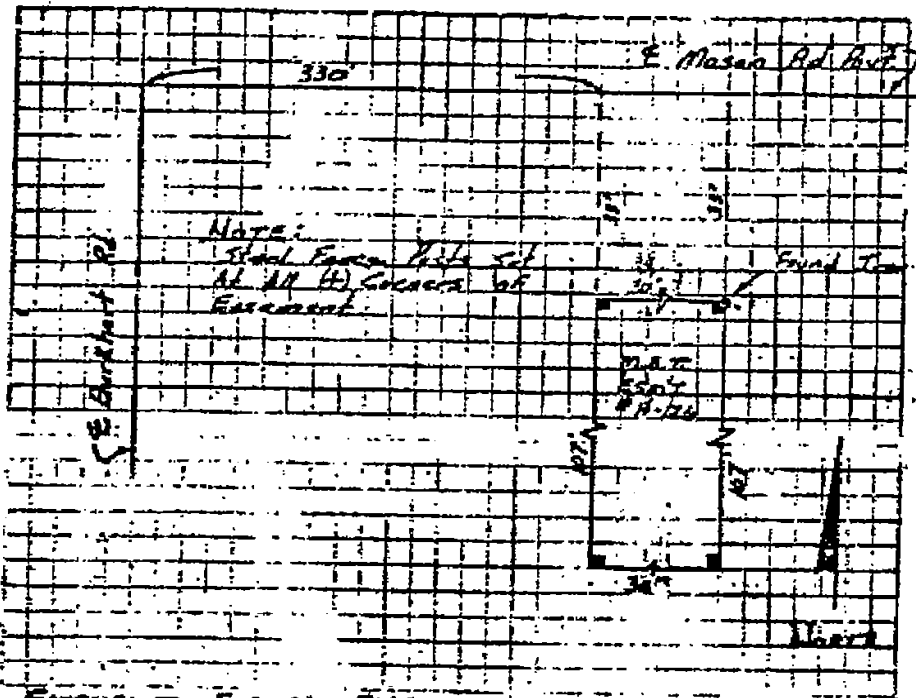
THIS INSTRUMENT PREPARED BY JENNIE H. GARVEY
201 N. W. BIRCHWOOD SQ. LAWSON, MICHIGAN

RECORDED
JUN 22 11 02 AM '83

Southern Michigan Land Surveying
2000 Michigan Road / Stoughton, Michigan 48801
734-646-0874

SUBJECT: M.B.T. EASEMENT SURVEY PROJECT NO. BMW-10
SHEET NO. 3 of 3 OF _____
DRAWN BY: BRUCE P. QUERRY DATE: 4-14-
CHECK BY: _____ DATE: _____

IM:1066704 51A



EASEMENT SURVEY BY:
PETER D. BEAVER
LLS # 25828

Main Plot

RECORDS, OSCAR & MARILEE

21809 INDIAN

SOOTYFIELD, MICH. 48034

8-121

STATE OF MICHIGAN

Record of the Michigan Bell Telephone Company, a Michigan Corporation, whose principal offices are at 21000 Woodward Ave., Detroit, Michigan, the use of said cellar (over) and other various considerations, the receipt of which is hereby acknowledged, in consideration of which X, we OSCAR RAY & MARILEE RAMCOOR

21809 INDIAN SOOTYFIELD MI 48034

WITNESSED & WITNE
hereby grant and convey to the said Company, its successors, assigns, licensees, licensees and agents an easement right of way to construct, reconstruct, maintain, operate and/or remove lines of communications facilities consisting of conduits, cables, and other fixtures and appurtenances as they from time to time may require, with the right of ingress and egress upon the herein described lands for the purpose of the right of way granted, exist, access, upon and/or over the lands X, we own, or in which X, we have an interest, in Section 4 Township of PARSON

T 24 N 42 E County of LIVINGSTON State of Michigan, and more fully described as follows: 10-04-101-002-4-80

PART OF SEC 5, T24 N 42 E COR SEC 5, TH S 89°41'W 150.85 FT., TH S 0°04'30"W 258.41 FT., TH S 82°32'E 57.76 FT., TH S 87°13'W 428 FT., TH S 82°32'E 366.90 FT., TH N 17°43'30"W 434.23 FT., TH N 89°55'45"W 573 FT., TH N 01°05'W 212.70 FT., TH S 89°57'W 41.23 FT. SO FOR, 11.17AC M/L, SPLIT S-78 TO 10-04-101-030

Said system to be located within the easement described as follows:

A right of way easement ONE (1) ROD in width parallel with and adjoining the SOUTH line of the Highway known as ELSON

The Michigan Bell Telephone Company hereby agrees to restore all property disturbed by its construction or maintenance activities in a good and workmanlike manner.

THIS DEED is hereby declared to be binding upon the heirs, licensees, licensees and assigns of the parties hereto.
IN WITNESS WHEREOF, WE have hereunto set our hand and seal this 1st day of June, 1983.

WITNESS:
Christine M. Watson
CHRISTINE M. WATSON

OSCAR RAY
Oscar Ray Ramcoor

Michael O. Watson
MICHAEL O. WATSON

Marilee Ramcoor
MARILEE RAMCOOR

SEAL OF MICHIGAN
OFFICE OF WAIVE

On this 1st day of June, 1983, before me, the undersigned, a Notary Public in and for said County, personally appeared OSCAR RAY & MARILEE RAMCOOR to me known to be the persons, named in and who executed the within instrument as vendor and acknowledged that THEY executed the same as THEIR own act and deed for the intents and purposes therein mentioned.

THIS DOCUMENT PREPARED BY KENNETH H. CARVEY
221 N. WASHINGTON SQ. LANSING, MICHIGAN

Notary Public
Kenneth H. Carvey
221 N. Washington Sq. Lansing, Mich.
My Commission Expires May 21, 1984

My Commission expires

RECORDED
3 51 PM '83

RANKOUR, OSCAR & MARILYN 21809 INDIAN SOUTHFIELD, MICH. 48034

LIBER 1068 PAGE 397 RIGHT OF WAY

Received of the Michigan Bell Telephone Company, a Michigan Corporation whose principal offices are 444 Michigan Ave., Detroit, Michigan, the sum of one dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, in consideration of which I, we OSCAR RAY & MARILYN RAY

hereby grant and convey to the said Company, its successors, assigns, licensees and agents an easement right of way to construct, reconstruct, maintain and/or remove lines of communications facilities consisting of conduits and other fixtures and appurtenances as they from time to time may require, right of ingress and egress upon the herein described lands for the purpose right of way granted, under, across, upon and/or over the lands I, we own, which I, we have an interest, in Section 4 Township of WAGON

A PART OF THE NW 1/4 OF SEC. 5, THE NW 1/4 OF SEC. 4, AND A PART OF LOT 13, SAID BEING VACATED BY AGREEMENT, RECORDED IN LIBER 511, PG 463 "BERRY MAJOR" SUB. 2 IN LIBER 3 OF PLATS ON PG 1, LIVINGSTON CO. RECORDS DESCRIBED AS: BEG AT THE OF SEC 5; RUNNING TH S 89 DEG 41 MIN W 150.95 FT ALONG THE CENTERLINE OF MARSH AND THE SEC LINE; TH S 0 DEG 40 MIN 30 SEC W 354.41 FT; TH S 82 DEG 32 MIN E TH S 7 DEG 13 MIN W 429.00 FT; TH S 82 DEG 32 MIN E 369.80 FT; TH N 17 DEG 42 W 634.23 FT; TH N 89 DEG 55 MIN 45 SECONDS W 571.00 FT; TH N 1 DEG 05 MIN W 1 TH S 89 DEG 57 MIN W 41.23 FT ALONG THE CENTERLINE OF MARSH RD AND THE SECTION THE POINT OF BEG.

Said system to be located within the easement described as follows: A right of way easement ONE (1) ROD in width parallel with and adjacent to the SOUTH line of the Highway known as WAGON

The Michigan Bell Telephone Company hereby agrees to restore all property damaged by its construction or maintenance activities in a good and workmanlike manner

THIS GRANT is hereby declared to be binding upon the heirs, successors, licensees, and assigns of the parties hereto. IN WITNESS WHEREOF, WE have hereunto set our hand and seal this 1st day of June, 1953.

WITNESS: CHRISTINE M WATSON, MICHAEL O WATSON, OSCAR RAY/RANKOUR, MARILYN RANKOUR

STATE OF MICHIGAN) COUNTY OF WAGON) On this 1st day of June, 1953

DRAFT NO. 352-57 WORK ORDER #447074 132604 AREA #1239 CODE 45 C AMI 91

LIBER 1068 PAGE 391

NOT PUBLIC

8

RANCOUR, OSCAR & MARILYN 21809 INDIAN SOUTHFIELD, MICH. 48034 H-121
LIBER 4 799 PAGE 0416
EGL
1011010687 997 RIGHT OF WAY

Received of the Michigan Bell Telephone Company, a Michigan Corporation, whose principal offices are 444 Michigan Ave., Detroit, Michigan, the sum of one dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, in consideration of which I, we OSCAR RAY & MARILYN RANCOUR
21809 INDIAN SOUTHFIELD MI 48034

hereby grant and convey to the said Company, its successors, assigns, licensees, licensees and agents an easement right of way to construct, reconstruct, maintain, operate and/or remove lines of communications facilities consisting of conduits, cables, and other fixtures and appurtenances as they from time to time may require, with the right of ingress and egress upon the herein described lands for the purpose of the right of way granted, under, across, upon and/or over the lands I, we own, or in which I, we have an interest, in Section 4, Township of MARION
T 2N, R 4E, County of LIVINGSTON, State of Michigan, and more fully described as follows:

10-04-101-002-4-90
A PART OF THE NW 1/4 OF SEC. 5, THE NW 1/4 OF SEC. 4, AND A PART OF LOT 13, SAID LOT HAVING BEEN VACATED BY AGREEMENT, RECORDED IN LIBER 531, PG 460 "BERRY MANOR" SUB. AS RECORDED IN LIBER 8 OF PLANS ON PG 1, LIVINGSTON CO. RECORDS DESCRIBED AS: BEG AT THE NE COR OF SEC 5; RUNNING TH S 89 DEG 41 MIN W 150.85 FT ALONG THE CENTERLINE OF MASON RD AND THY SEC LINE; TH S 0 DEG 40 MIN 10 SEC W 158.41 FT; TH S 82 DEG 32 MIN E 57.76 FT; TH S 7 DEG 13 MIN W 424.00 FT; TH S 82 DEG 32 MIN E 969.90 FT; TH N 17 DEG 43 MIN 30 SEC W 634.23 FT; TH N 89 DEG 55 MIN 45 SECONDS W 573.00 FT; TH S 1 DEG 05 MIN W 212.70 FT; TH S 89 DEG 57 MIN W 41.23 FT ALONG THE CENTERLINE OF MASON RD AND THE SECTION LINE TO THE POINT OF BEG.

Said system to be located within the easement described as follows:
A right of way easement ONE (1) FOOT in width parallel with and adjoining the SOUTH line of the Highway known as MASON

The Michigan Bell Telephone Company hereby agrees to restore all property disturbed by its construction or maintenance activities in a good and workmanlike manner.

RECORDED
11 10 AM
MAY 11 1963
THIS GRANT is hereby declared to be binding upon the heirs, successors, licensees and assigns of the parties hereto.
IN WITNESS WHEREOF, WE have hereunto set our hand and seal this 1st day of June, 1963.

WITNESSES:
CHRISTINE M. WATSON
MICHAEL D. WATSON
GRANTORS:
OSCAR RAY RANCOUR
MARILYN RANCOUR
Recorded
3 51 PM '63
RECORDED
Received & entered by the Registrar

STATE OF MICHIGAN)
COUNTY OF WASHTENAW) SS

On this 1st day of June, 1963, before me, the subscriber, a Notary Public in and for said County, personally appeared OSCAR RAY & MARILYN RANCOUR to me known to be the persons named in and who executed the within instrument as vendor and acknowledged that they executed the same as THEIR free act and deed for the intents and purposes therein mentioned.

THIS DOCUMENT PREPARED BY JEANNE M. GARVEY
221 N. WASHINGTON SQ. LANSING, MICHIGAN
My Commission expires: _____
Notary Public
JEANNE M. GARVEY
My Commission Expires July 22, 1964

1068

WEST 402020 WEST OVER #682704
AREA #10240000 W.C. AN. 79

DIEHLMAN, FREDERICK A. GLENNA
1983 MASON HOWELL, MICH. 48843

Received of the Michigan Bell Telephone Company, a Michigan Corporation,
whose principal offices are 444 Michigan Ave., Detroit, Michigan, the sum of
one dollar (\$1.00) and other valuable consideration, the receipt of which is
hereby acknowledged, in consideration of which, we, FREDERICK A. & GLENNA N. DIEHLMAN

1983 MASON HOWELL, MI 48843

hereby grant and convey to the said Company, its successors, assigns, lessees,
licensees and agents an easement right of way to construct, reconstruct, maintain,
operate and/or remove lines of communications facilities consisting of conductors, cables,
and other fixtures and appurtenances as they from time to time may require, with the
right of ingress and egress upon the herein described lands for the purpose of the
right of way granted, under, across, upon and/or over the lands of, we own, or in
which we have an interest, in Section Township of MARION
County of LIVINGSTON State of Michigan, and more fully
described as follows:

SEC. 8 89°41' W 190.85' FROM NE COR OF SEC. 28 N 89°41' W 164.2', TH S 7°11' WEST
234.43 FT, TH S 82°32' E 192.34 FT, TH N 0°40'30" E 256.41 FT TO S&C. 14/14

Said system to be located within the easement described as follows:
A right of way easement one (1) rod in width parallel with and adjoining
the south line of the Highway known as Mason

The Michigan Bell Telephone Company hereby agrees to restore all property disturbed
by its construction or maintenance activities in a good and workmanlike manner.

THIS GRANT is hereby declared to be binding upon the heirs, successors,
licensees, assigns and assigns of the parties hereto.

IN WITNESS WHEREOF, they have hereunto set their hand and seal this
11th day of June, 1983.

WITNESSES:
Laura A. Kueble
LAURA A. KUEBLE

GRANTOR:
Frederick A. Diehlman
FREDERICK A. DIEHLMAN

Pamela J. Hubbard
PAMELA J. HUBBARD

Glenna N. Diehlman
GLENNA N. DIEHLMAN

STATE OF MICHIGAN
COUNTY OF Livingston
On this 11th day of June, 1983, before me,

the subscriber, a Notary Public in and for said County, personally appeared
Frederick & Glenna Diehlman to me known to be the persons, named
in and who executed the within instrument as vendor and acknowledged that they ex-
ecuted the same as their free act and deed for the intents and purposes therein
mentioned.

Janne M. Gorney
Notary Public

My Commission expires 10/22/83

THIS DOCUMENT PREPARED BY JEANNE M. GORNEY
- 321 N. WASHINGTON SQ., LANSING, MICHIGAN

UTILITY EASEMENT

~~June~~ ^{Dec.} This Utility Easement ("Utility Easement or "Easement") is made on this 14th day of 2004, by and between WALTER R. GOODMAN, a married man, and HARRIET GOODMAN, his wife, whose address is 35138 Old Timber, Farmington Hills, Michigan 48331 (collectively, "Goodman"), FOX MEADOWS DEVELOPMENT, L.L.C., a Michigan limited liability company, whose address is P.O. Box 1419, Brighton, Michigan 48116 ("Fox Meadows"), and FOX MEADOWS CONDOMINIUM ASSOCIATION, INC., a Michigan nonprofit corporation, whose address is 3860 Sterling Drive, Howell, Michigan 48843 (the "Association").

RECITALS

A Goodman is the owner of certain real property located in the Township of Marion, Livingston County, Michigan, as more particularly described on the attached Exhibit "A" (also referred to as the "Goodman Parcel");

B. Fox Meadows is the owner of certain real property located in Township of Marion, Livingston County, Michigan, as more particularly described on the attached Exhibit "B" (also referred to as the "Fox Meadows Parcel");

C. Fox Meadows is intending to develop Fox Meadows Condominium, a 16 Unit Condominium Project abutting the Goodman Parcel in accordance with applicable state and local law. As part of that development, Fox Meadows has formed the Fox Meadows Condominium Association.

D Goodman desires herein to grant to Fox Meadows and the Association, and Fox Meadows and the Association desire to obtain from Goodman, perpetual easements for the purpose of the construction, maintenance, repair and replacement of utilities, which include, but are not limited to gas, sewer, water, electric, cable, and telephone.

NOW, THEREFORE, for and in consideration of Ten and 00/100 (\$10.00) Dollars, and of the mutual covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Adoption. The parties acknowledge as true the foregoing recitals and hereby adopt and incorporate the recitals as material provisions of this Utility Easement.
2. Grant and Description. Goodman hereby grants and establishes, for the benefit of the Fox Meadows Parcel, non-exclusive perpetual easements for utilities, including, but not limited to, gas, sewer, water, electric, cable, and telephone (the "utilities"), to and from the Fox Meadows Parcel over those portions of the Goodman Parcel more particularly described on the attached Exhibit "C".

Exhibit "E"

3. Construction of Utilities.

- A. Fox Meadows, on behalf of itself, and its successors and assigns in interest, shall be responsible for obtaining all necessary permits and all the required governmental approvals in order to construct and install utilities for the Fox Meadows Condominium.
- B. The construction of utilities shall be in accordance with the Fox Meadows Court specifications approved by the Township of Marion and/or Livingston County, as applicable, and shall be at the sole cost and expense of Fox Meadows.
- C. Fox Meadows shall install, construct and maintain the utilities. Fox Meadows shall maintain the utilities until such time as the responsibility for same is transferred to the Fox Meadows Condominium Association.

4. Temporary Construction Easement. Goodman hereby grants Fox Meadows a temporary construction easement over the Goodman Parcel for the purposes of carrying out the construction provided for in Section 2.

5. Waiver. No waiver of any of the provisions of this Easement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing and permanent waiver unless so specifically stated.

6. Mortgage Subordination. Any mortgage affecting any portion of any easement areas created by this Easement shall at all times be subject and subordinate to the terms of this Easement and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Easement.

7. Indemnification. Fox Meadows, the Association, their successors and assigns, shall indemnify, defend and hold Goodman and the Township harmless from any and all damage to property or persons and all other liabilities, claims, costs or expenses, including reasonable attorney fees, incurred and/or suffered by Goodman or the Township resulting from Fox Meadows', the Association's use and enjoyment of the Easement herein granted and/or its activities. Fox Meadows, the Association, and Goodman agree that neither party shall construct any improvements on or above the easements herein granted without the prior written consent of the other.

8. Eminent Domain. No taking under the power of eminent domain and no deed or grant in connection with or in contemplation of the widening of any public roadway or right-of-way shall be deemed or construed to be a violation of any of the provisions of this instrument or any of the rights herein granted or conferred, or termination hereof, provided that in the event of a deed in lieu of condemnation which shall convey any portion of the easements declared hereunder, the party benefiting from such easements shall have first consented in writing thereto, which consent shall not be unreasonably withheld, conditioned or delayed. Each party benefiting from such easements shall have the right to join in and defend any condemnation action which

shall encompass any portion of the easements granted hereunder benefiting said party. This Agreement shall remain in full force and effect with respect to those portions of the easement declared hereunder, which remain unaffected by such eminent domain proceeding or voluntary grant, unless the actual effect of such taking or grant is to nullify, undermine or unreasonably impede the express purposes of this Agreement.

9. Miscellaneous.

A. Entire Agreement. This Easement embodies the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior representations, agreements, and understandings, oral or written, relating to such subject matter.

B. Amendment. This Easement may not be amended or modified in any way except by an instrument in writing executed by all parties bound hereby.

C. Waiver/Modifications. Failure by the parties hereto to insist upon or enforce any of their respective rights shall not constitute a waiver thereof. Either party hereto may waive the benefit of any provision or condition for its benefit contained in this Easement. No oral modification hereof shall be binding upon the parties, and any modifications shall be in writing and signed by the parties.

D. Drafting. Each party hereto hereby acknowledges that all parties participated equally in the drafting of this Easement and that, accordingly, no court construing this Easement shall construe it more stringently against one party than the other.

E. Successors and Assigns. Each and every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed by any party to this Utility Easement is made by such party not only personally for the benefit of the other parties hereto, but also as owner of the parcel owned by such party appurtenant and for the benefit of the other parcel. Every obligation of this Storm Water Easement shall run with the land and shall be binding upon the party making or assuming such obligation and such parties, successors and assigns and shall inure to the benefit of all other parties hereto and their successors and assigns. Upon any sale or transfer, including any transfer by operation of law, of any parcel, any transferee of any party shall automatically be deemed, by acceptance of the title to such parcel, or portion thereof, to have assumed the obligations of its transferor/grantor hereof relating thereto, arising on or after the date of transfer, and to have agreed to execute any and all instruments and do anything and all things reasonably required to carry out the intention of the provisions thereof; but nothing herein contained shall be deemed to relieve the transferor of such parcel from its obligations hereunder which arose prior to such transfer, provided, however, that Fox Meadows shall be relieved of its obligations hereunder at the Transitional Control Date, as defined in the Condominium Documents, at which time the Association shall assume such obligations. Condominium Unit co-owners shall only be responsible for their respective pro-rata share of any expenses incurred by the Association in fulfilling its obligations as provided hereunder and in accordance with the Condominium Master Deed and Bylaws.


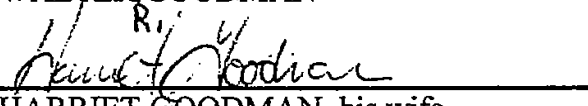
F. Severability. Except as may be expressly provided to the contrary herein, each paragraph, part, term or provisions of this Easement shall be considered severable, and if for any reason any paragraph, part, term or provision herein is determined to be invalid or contrary to or in conflict with any existing or future law or regulation by a court or governmental agency having valid jurisdiction, such determination shall not impair the operation of or have any other affect on other paragraphs, parts, terms, or provisions of this Easement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid paragraphs, parts, terms or provisions shall not be deemed to be a part of this Easement.

G. Construction and Interpretation of Easement. This Easement shall be governed by and constructed under the laws of the State of Michigan. Any action brought to enforce or interpret this Easement shall be brought in a court of appropriate jurisdiction in Livingston County, Michigan. Should any provision of this Easement require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same. It is agreed and stipulated that all parties hereto have equally participated in the preparation of this Easement and that legal counsel was consulted by each party before the execution of this Easement.

H. Captions. Captions, titles to sections, and paragraph headings used herein are for convenience of reference and shall not be deemed to limit or alter any provision hereof.

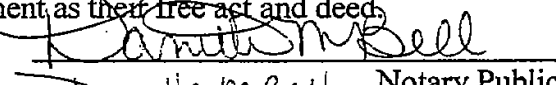
I. Counterparts. This Easement may be executed in any number of counterparts, and when fully executed by all parties, shall be deemed one and the same instrument binding upon all parties.

The undersigned have executed this Easement on the day and year first above written.

"Goodman"

WALTER GOODMAN

HARRIET GOODMAN, his wife

STATE OF MICHIGAN)
COUNTY OF Livingston) ss

The foregoing instrument was acknowledged before me this 14th day of December, 2004, by WALTER R. GOODMAN, a married man, and HARRIET GOODMAN, his wife, who executed the within document as their free act and deed.


Danette M Bell Notary Public

Livingston County, Michigan
Acting in Livingston County, Michigan
My Commission expires: Oct 14, 2005

“Fox Meadows”

FOX MEADOWS DEVELOPMENT,
L.L.C., a Michigan limited liability
company

By: Carroll A. Strange
Its: Member

STATE OF MICHIGAN)
) ss
COUNTY OF Livingston)

The foregoing instrument was acknowledged before me this 14th day of December
2004, by Carroll A. STRANGE, the Member of FOX MEADOWS
DEVELOPMENT, L.L.C., a Michigan limited liability company, on behalf of said limited liability
company.

Danette m Bell
Danette m Bell Notary Public
Livingston County, Michigan
Acting in Livingston County, Michigan
My Commission expires: Oct 14, 2005

“Association”

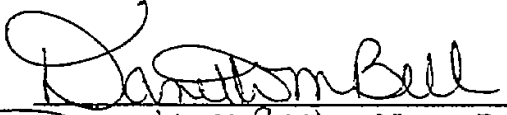
FOX MEADOWS CONDOMINIUM
ASSOCIATION, INC., a Michigan
Nonprofit corporation

By: Carroll A. Strange
Its: Member

STATE OF MICHIGAN)
) ss
COUNTY OF Livingston)

The foregoing instrument was acknowledged before me this 14th day of
December, 2004, by Carroll A. STRANGE, the Member of Fox

Meadows Condominium Association, Inc., a Michigan nonprofit corporation, on behalf of said corporation.


Darnette M Bell Notary Public
Livingston County, Michigan
Acting in Livingston County, Michigan
My Commission expires: Oct. 14, 2005

DRAFTED BY AND WHEN RECORDED RETURN TO:

Kimberly J. Bowlin
132 East Grand River, Ste 201
Brighton, Michigan 48116

EXHIBIT "A"**LEGAL DESCRIPTION - GOODMAN PARCEL**

A parcel of land located in the Northeast quarter of Section 5, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Said parcel more particularly described as: Commencing at the Northeast Section corner of Section 5, T2N-R4E, Marion Township, Livingston County, Michigan; thence South $89^{\circ} 37' 45''$ West, 53.74 feet on the North line of said section also being the centerline of "Mason Road" (66' wide, public) to the POINT OF BEGINNING; thence South $00^{\circ} 31' 26''$ East, 253.70 feet; thence 18.62 feet on the arc of a 263.00 foot radius curve to the left, containing a delta angle of $4^{\circ} 03' 21''$, the long chord of which measures South $02^{\circ} 33' 07''$ East, 18.61 feet; thence North $82^{\circ} 37' 41''$ West, 295.81 feet; thence North $07^{\circ} 04' 40''$ East, 234.43 feet in part on the North line of "Barry Manor No. 3, (L.12, p.23); on the Easterly right of way of "Burkhart Road (66' wide, public); thence North $89^{\circ} 37' 45''$ East, 261.32 feet on the centerline of said "Mason Road" to the POINT OF BEGINNING; Said parcel contains 1.61 acres more or less, being subject to easements and restrictions of record, if any.

EXHIBIT "B"**LEGAL DESCRIPTION - FOX MEADOWS PARCEL**

A parcel of land located in the Northeast quarter of Section 5 and the Northwest 1/4 of parcel 6, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Said parcel more particularly described as: Beginning at the Northeast Section corner of Section 5, T2N-R4E, Marion Township, Livingston County, Michigan; thence North 89° 49' 40" East, 41.78 feet on the North line of said Section 5 and centerline of "Mason Road" (66' wide, public); thence South 01° 06' 11" East, 212.56 feet; thence South 89° 54' 02" East, 572.93 feet; thence South 17° 46' 45" East, 633.57 feet; thence North 82° 35' 15" West, 773.98 feet; thence North 00° 55' 17" West, 129.36 feet; thence North 82° 35' 15" West, 177.36 feet; thence North 07° 04' 52" East, 300.17 feet; thence South 82° 37' 41" East, 46.00 feet; thence 18.62 feet on the arc of a 263.00 foot radius curve to the right, Containing a delta angle of 4° 03' 21", the long chord of which measures North 02° 33' 07" West, 18.61 feet; thence North 00° 31' 26" West, 253.70 feet; thence along the North line of said Section 5 and centerline of Mason road, (66 foot wide), North 89° 37' 45" East, 53.74 feet to the POINT OF BEGINNING; Said parcel contains 10.15 acres more or less, being subject to easements and restrictions of record, if any.

EXHIBIT "C"

LEGAL DESCRIPTION – UTILITY EASEMENT

25' Wide private easement for public utilities:

A 25 feet wide private easement for public utilities in part of the Northeast fractional 1/4 of Section 5, and part of the Northwest fractional 1/4 of Section 4, all in T2N-R4E, Marion Township, Livingston County, Michigan, the Southerly line of which described as follows: Commencing at the Northeast corner of said Section 5; thence South 89°37'45" West, 315.05 feet along the centerline of "Mason Road"; thence South 07°04'49" West, 234.43 feet along the centerline of "Burkhart Road" to the Northerly line of Lot 27 of "Berry Manor No. 3", extended Westerly for a POINT OF BEGINNING; thence South 82°37'41" East, 349.82 feet along said Northerly line of Lot 27 and the Easterly and Westerly Extension thereof to the POINT OF ENDING, also being subject to highway easements and easements of record, if any.

12' wide existing private easement for public utilities (0.07+/- acres):

A parcel of land located in the Northeast quarter of Section 5, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Said parcel more particularly described as: Commencing at the Northeast Section corner of Section 5, T2N-R4E, Marion Township, Livingston County, Michigan; thence South 89° 37' 45" East, 53.74 feet on the North line of said section also being the centerline of "Mason Road"(66'wide, public); thence South 00° 31' 26" East, 33.00 feet to the POINT OF BEGINNING; thence South 00° 31' 26" East, 220.70 feet; thence 18.62 feet on the arc of a 263.00 foot radius curve to the left, containing a delta angle of 4° 03' 21", the long chord of which measures South 02° 33' 07" East, 18.61 feet; thence North 82° 37' 41" West, 12.26 feet; thence 16.93 feet on the arc of a 274.97 foot radius curve to the right, containing a delta angle of 3° 31' 39", the long chord of which measures North 02° 16' 59" West, 16.93 feet; thence North 00° 31' 26" West, 220.73 feet; thence North 89° 37' 45" East, 12.00 feet; on the Southerly right of way of said "Mason Road" to the POINT OF BEGINNING; Said parcel contains 0.07 acres more or less, being subject to easements and restrictions of record, if any.

SIGN EASEMENT

This Sign Easement is made on this 14th day of December 2004, by and between WALTER R. GOODMAN, a married man, and HARRIET GOODMAN, his wife, whose address is 35138 Old Timber, Farmington Hills, Michigan 48331 (collectively, "Goodman"), FOX MEADOWS DEVELOPMENT, L.L.C., a Michigan limited liability company, whose address is P.O. Box 1419, Brighton, Michigan 48116 ("Fox Meadows"), and FOX MEADOWS CONDOMINIUM ASSOCIATION, INC., a Michigan nonprofit corporation, whose address is 3860 Sterling Drive, Howell, Michigan 48843 (the "Association").

RECITALS

A Goodman is the owner of certain real property located in the Township of Marion, Livingston County, Michigan, as more particularly described on the attached Exhibit "A" (also referred to as the "Goodman Parcel");

B. Fox Meadows is the owner of certain real property located in Township of Marion, Livingston County, Michigan, as more particularly described on the attached Exhibit "B" (also referred to as the "Fox Meadows Parcel");

C. Fox Meadows is intending to develop Fox Meadows Condominium, a 16 Unit Condominium Project abutting the Goodman Parcel in accordance with applicable state and local law. As part of that development, Fox Meadows has formed the Fox Meadows Condominium Association.

D. Goodman and Fox Meadows pursuant to a certain Offer to Purchase Agreement dated March 3, 2004 by and between Goodman as Seller and Fox Meadows as Purchase hereby enter into this Sign Easement.

NOW, THEREFORE, for and in consideration of Ten and 00/100 (\$10.00) Dollars, and of the mutual covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Adoption. The parties acknowledge as true the foregoing recitals and hereby adopt and incorporate the recitals as material provisions of this Sign Easement.

2. Grant and Description.

Exhibit "F"

A. Goodman hereby grants and establishes, for the benefit of the Fox Meadows Parcel, a non-exclusive perpetual easement for a sign pertaining to Fox Meadows Condominium constructed in compliance with Marion Township Ordinances and the approved site plan for the Condominium.

B. The Sign Easement is legally described on Exhibit C hereto.

3. Construction of Sign.

A. Fox Meadows, on behalf of itself, and its successors and assigns in interest, shall be responsible for obtaining all necessary permits and all the required governmental approvals in order to construct and install the sign.

B. The construction of the sign shall be in accordance with the Township of Marion ordinances and the construction and installation of the sign shall be at the sole cost and expense of Echelon.

C. Fox Meadows shall install, construct and maintain the sign. Fox Meadows shall maintain the sign pursuant to Paragraph 3 herein until such time as the responsibility for same is transferred to the Fox Meadows Condominium Association.

4. Maintenance of Sign. Fox Meadows, the Association, and their successors and assigns, shall be solely responsible for the cost of, and shall fully and promptly keep and maintain the sign in good condition and shall not allow it to become unsightly or a nuisance.

5. Miscellaneous.

A. Entire Agreement. This Sign Easement embodies the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior representations, agreements, and understandings, oral or written, relating to such subject matter.

B. Amendment. This Sign Easement may not be amended or modified in any way except by an instrument in writing executed by all parties bound hereby.

C. Waiver/Modifications. Failure by the parties hereto to insist upon or enforce any of their respective rights shall not constitute a waiver thereof. Either party hereto may waive the benefit of any provision or condition for its benefit contained in this Sign Easement. No oral modification hereof shall be binding upon the parties, and any modifications shall be in writing and signed by the parties.

D. Drafting. Each party hereto hereby acknowledges that all parties participated equally in the drafting of this Sign Easement and that, accordingly, no court construing this Sign Easement shall construe it more stringently against one party than the other.

E. Successors and Assigns. Each and every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed by any party to this Sign Easement is made by such party not only personally for the benefit of the other parties hereto, but also as owner of the parcel owned by such party appurtenant and for the benefit of the other parcel. Every obligation of this Sign Easement shall run with the land and shall be binding upon the party making or assuming such obligation and

such parties, successors and assigns and shall inure to the benefit of all other parties hereto and their successors and assigns. Upon any sale or transfer, including any transfer by operation of law, of any parcel, any transferee of any party shall automatically be deemed, by acceptance of the title to such parcel, or portion thereof, to have assumed the obligations of its transferor/grantor hereof relating thereto, arising on or after the date of transfer, and to have agreed to execute any and all instruments and do anything and all things reasonably required to carry out the intention of the provisions thereof; but nothing herein contained shall be deemed to relieve the transferor of such parcel from its obligations hereunder which arose prior to such transfer, provided, however, that Fox Meadows shall be relieved of its obligations hereunder at the Transitional Control Date, as defined in the Condominium Documents, at which time the Association shall assume such obligations. Condominium Unit co-owners shall only be responsible for their respective pro-rata share of any expenses incurred by the Association in fulfilling its obligations as provided hereunder and in accordance with the Condominium Master Deed and Bylaws. .

F. Severability. Except as may be expressly provided to the contrary herein, each paragraph, part, term or provisions of this Sign Easement shall be considered severable, and if for any reason any paragraph, part, term or provision herein is determined to be invalid or contrary to or in conflict with any existing or future law or regulation by a court or governmental agency having valid jurisdiction, such determination shall not impair the operation of or have any other affect on other paragraphs, parts, terms, or provisions of this Sign Easement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid paragraphs, parts, terms or provisions shall not be deemed to be a part of this Sign Easement.

G. Construction and Interpretation of Easement. This Sign Easement shall be governed by and constructed under the laws of the State of Michigan. Any action brought to enforce or interpret this Sign Easement shall be brought in a court of appropriate jurisdiction in Livingston County, Michigan. Should any provision of this Sign Easement require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same. It is agreed and stipulated that all parties hereto have equally participated in the preparation of this Sign Easement and that legal counsel was consulted by each party before the execution of this Sign Easement.

H. Captions. Captions, titles to sections, and paragraph headings used herein are for convenience of reference and shall not be deemed to limit or alter any provision hereof.

I. Counterparts. This Sign Easement may be executed in any number of counterparts, and when fully executed by all parties, shall be deemed one and the same instrument binding upon all parties.

"Association"

FOX MEADOWS CONDOMINIUM
ASSOCIATION, INC., a Michigan
Nonprofit corporation

By: Carroll A. Strange

Its: Member

STATE OF MICHIGAN)
) ss
COUNTY OF Livingston)

The foregoing instrument was acknowledged before me this 14th day of December
2004, by Carroll A. STRANGE, the Member of Fox Meadows Condominium
Association, Inc., a Michigan nonprofit corporation, on behalf of said corporation.

Janette M Bell
Janette M Bell Notary Public
Livingston County, Michigan
Acting in Livingston County, Michigan
My Commission expires: Oct 14, 2005

DRAFTED BY AND WHEN RECORDED RETURN TO:

Kimberly J. Bowlin, Esq.
132 East Grand River, Ste 201
Brighton, Michigan 48116

EXHIBIT "A"**LEGAL DESCRIPTION - GOODMAN PARCEL**

A parcel of land located in the Northeast quarter of Section 5, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Said parcel more particularly described as: Commencing at the Northeast Section corner of Section 5, T2N-R4E, Marion Township, Livingston County, Michigan; thence South $89^{\circ} 37' 45''$ West, 53.74 feet on the North line of said section also being the centerline of "Mason Road" (66' wide, public) to the POINT OF BEGINNING; thence South $00^{\circ} 31' 26''$ East, 253.70 feet; thence 18.62 feet on the arc of a 263.00 foot radius curve to the left, containing a delta angle of $4^{\circ} 03' 21''$, the long chord of which measures South $02^{\circ} 33' 07''$ East, 18.61 feet; thence North $82^{\circ} 37' 41''$ West, 295.81 feet; thence North $07^{\circ} 04' 40''$ East, 234.43 feet in part on the North line of "Barry Manor No. 3, (L.12, p.23); on the Easterly right of way of "Burkhart Road (66' wide, public); thence North $89^{\circ} 37' 45''$ East, 261.32 feet on the centerline of said "Mason Road" to the POINT OF BEGINNING; Said parcel contains 1.61 acres more or less, being subject to easements and restrictions of record, if any.

EXHIBIT "B"**LEGAL DESCRIPTION – FOX MEADOWS PARCEL**

A parcel of land located in the Northeast quarter of Section 5 and the Northwest 1/4 of parcel 6, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Said parcel more particularly described as: Beginning at the Northeast Section corner of Section 5, T2N-R4E, Marion Township, Livingston County, Michigan; thence North 89° 49' 40" East, 41.78 feet on the North line of said Section 5 and centerline of "Mason Road" (66' wide, public); thence South 01° 06' 11" East, 212.56 feet; thence South 89° 54' 02" East, 572.93 feet; thence South 17° 46' 45" East, 633.57 feet; thence North 82° 35' 15" West, 773.98 feet; thence North 00° 55' 17" West, 129.36 feet; thence North 82° 35' 15" West, 177.36 feet; thence North 07° 04' 52" East, 300.17 feet; thence South 82° 37' 41" East, 46.00 feet; thence 18.62 feet on the arc of a 263.00 foot radius curve to the right, Containing a delta angle of 4° 03' 21", the long chord of which measures North 02° 33' 07" West, 18.61 feet; thence North 00° 31' 26" West, 253.70 feet; thence along the North line of said Section 5 and centerline of Mason road, (66 foot wide), North 89° 37' 45" East, 53.74 feet to the POINT OF BEGINNING; Said parcel contains 10.15 acres more or less, being subject to easements and restrictions of record, if any.

EXHIBIT C**LEGAL DESCRIPTION -- SIGN EASEMENT**

Private sign easement (0.01 +/- Acres):

A private sign easement located in the Northeast quarter of Section 5, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Said parcel more particularly described as: Commencing at the Northeast Section corner of Section 5, T2N-R4E, Marion Township, Livingston County, Michigan; thence South 89° 37' 45" West, 53.74 feet on the North line of said section also being the centerline of "Mason Road" (66' wide, public); thence South 00° 31' 26" East, 33.00 feet to the POINT OF BEGINNING; thence continuing South 00° 31' 26" East, 20.00 feet; thence South 89° 37' 45" West, 20.00 feet; thence North 00° 31' 26" West, 20.00 feet to the Southerly right of way line of "Mason Road"(66'wide, public); thence North 89° 37' 45" East, 20.00 feet on said right of way line to the POINT OF BEGINNING; Said parcel contains 0.01 acres more or less, being subject to easements and restrictions of record, if any.