

MASTER DEED

THE DELLS OF MARION OAKS

A 118 UNIT SITE CONDOMINIUM PROJECT LOCATED IN
MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

Tax ID #: 4710-12-300-008

MASTER DEED
THE DELLS OF MARION OAKS

This Master Deed is made and executed on this 9th day of October, 2018, by THE DELLS OF MARION OAKS, LLC, whose office address is 1295 Maxfield Road, Brighton, Michigan 48114, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended).

WHEREAS, the Developer desires, by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A, the Condominium Subdivision Plan attached hereto as Exhibit B, and the Project Shared Elements sheet attached hereto as Exhibit C (said exhibits are hereby incorporated herein 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 site condominium project under the provisions of the Act.

WHEREAS, the real property described in Article II below, to be known as The Dells of Marion Oaks, is one component of a multi-component condominium project, the project to be known as Marion Oaks, as shown in the Condominium Subdivision Plan attached hereto as Exhibit B and the Project Shared Elements sheet attached hereto as Exhibit C. Developer will be recording this Master Deed in conjunction with two (2) other master deeds, a specific one for each of the other residential components in the Development, along with a Declaration of Covenants, Conditions, Easements, and Restrictions for the entire Development. It is the intent of the Developer that each co-owner, as defined in the Act, be bound by the master deed for the specific component that co-owners live in and that all owners of property in the Development be bound by the Declaration Covenants, Conditions, Easements, and Restrictions.

NOW, THEREFORE, the Developer, by recording this Master Deed, hereby establishes The Dells of Marion Oaks as a condominium project, as defined in Section 4 of the Act, and declares that The Dells of Marion Oaks shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, and otherwise utilized, subject to the provisions of the Act, and the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and Exhibits A, B, and C hereto, all of which shall be deemed to run with the land and be a burden and a benefit to the Developer, its successors, and its assigns, and any persons acquiring or owning an interest in the Condominium Premises and their grantees, successors, heirs, personal representatives, and assigns, together with the other governing documents as described herein.

ARTICLE I
OVERVIEW

The Condominium Project shall be known as The Dells of Marion Oaks, Livingston County Condominium Subdivision Plan No. _____. The Condominium Project is established in accordance with the Act. This Master Deed is made to establish Component A of the Development,

which shall be known as The Dells of Marion Oaks, and which is shown on the attached Exhibit B. The Condominium is established in accordance with the Act as a site condominium. The Units contained in the Condominium Project, including the number, boundaries, dimensions, area, and volume of each Unit, are set forth completely in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit is capable of individual utilization by virtue of having its own entrance from and exit to either a public road or a Common Element of the Condominium Project and/or the Development. Each Co-Owner in the Condominium shall have an exclusive right to the Unit owned by said Co-Owner and shall have an undivided and inseparable right to share with other Co-Owners in the Common Elements and share with other owners of units in the Development in the Project Shared Elements.

**ARTICLE II
LEGAL DESCRIPTION**

The land that comprises the Condominium Premises established by this Master Deed is located in Marion Township, Livingston County, Michigan, and is described as follows:

PART OF THE SOUTHWEST 1/4 OF SECTION 12, T2N-R4E, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 12; THENCE ALONG THE CENTERLINE OF PINCKNEY ROAD (66 FOOT WIDE RIGHT OF WAY) AND THE WEST LINE OF SECTION 12, S 02°26'19" E, 944.35 FEET; THENCE N 87°33'41" E, 175.00 FEET; THENCE S 88°36'13" E, 136.00 FEET, TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE N 03°23'08" W, 54.16 FEET; THENCE S 87°33'41" W, 134.80 FEET; THENCE N 02°26'19" W, BEING 175 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SECTION 12, A DISTANCE OF 807.46 FEET; THENCE N 41°48'51" E, 91.84 FEET; THENCE N 86°36'52" E, BEING 30 FEET SOUTHERLY OF AND PARALLEL WITH THE EAST AND WEST 1/4 LINE OF SECTION 12, A DISTANCE OF 1115.74 FEET; THENCE S 58°46'03" E, 116.24 FEET; THENCE S 25°00'32" E, 124.45 FEET; THENCE S 09°40'03" E, 331.99 FEET; THENCE S 12°10'01" W, 490.12 FEET; THENCE N 77°49'59" W, 120.00 FEET; THENCE S 12°10'01" W, 46.94 FEET; THENCE WESTERLY ALONG AN ARC TO THE LEFT, HAVING A LENGTH OF 460.05 FEET, A RADIUS OF 1533.00 FEET, A CENTRAL ANGLE OF 17°11'39", AND A LONG CHORD WHICH BEARS N 84°47'19" W, 458.32 FEET; THENCE S 86°36'52" W, 524.55 FEET, TO THE POINT OF BEGINNING, CONTAINING 28.20 ACRES, MORE OR LESS, AND SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

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Together with and subject to easements, restrictions, and governmental limitations of record, and the rights of the public or any governmental unit in any part of the subject property taken or used for road, street, or highway purpose. The obligations of the Developer under the foregoing instruments are or shall be assigned to, and thereafter performed by, the Project Association on behalf of the Co-Owners. Also subject to the easements and reservations established and reserved in Article VI and X below. This Master Deed is further subject to a certain Consent Judgment

dated May 31, 2007, and recorded in the Livingston County Register of Deeds, Document No. 2007R-019945; and a Declaration of Restrictive Covenants dated 10/8/18 and recorded at the Livingston County Register of Deeds, Document No. _____.

ARTICLE III DEFINITIONS

Certain terms are utilized in this Master Deed and Exhibits A, B, and C, and are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Project Association Bylaws, and rules and regulations of the Project Association, a Michigan nonprofit corporation, and various deeds, mortgages, land contracts, easements, and other instruments affecting the establishment or transfer of interests in The Dells of Marion Oaks. Whenever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 3.1 "Act" means the Michigan Condominium Act, Act 59 of the Public Acts of Michigan of 1978, as amended.

Section 3.2 "Board of Directors" or "Directors" shall mean the board of directors of the Project Association. The Board of Directors will initially be those individuals selected by the Developer and later it will be elected by the Co-Owners, as provided in the Condominium Bylaws.

Section 3.3 "Bylaws" means Exhibit A attached to this Master Deed, which sets forth the substantive rights and obligations of the Co-Owners and which is required by Section 53 of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Project Association, as allowed under the Michigan Nonprofit Corporation Act.

Section 3.4 "Common Elements," where used without modification, means both the General Common Elements and Limited Common Elements described in Article IV below.

Section 3.5 "Condominium Documents" means this Master Deed and Exhibits A, B, and C attached hereto, the Declaration, the Articles of Incorporation of the Project Association, and the rules and regulations, if any, of the Project Association, as any or all of the foregoing may be amended from time to time.

Section 3.6 "Condominium Premises" means the land described in Article II above, all improvements and structures thereon, and all easements, rights, and appurtenances belonging to The Dells of Marion Oaks.

Section 3.7 "Condominium Project," "Condominium," "Project," or "The Dells of Marion Oaks" are used synonymously to refer to The Dells of Marion Oaks, which is Component A of the Development, as shown in the attached Exhibit B, and which is established by the recording of this Master Deed.

Section 3.8 "Condominium Subdivision Plan" means Exhibit B to this Master Deed. The

Condominium Subdivision Plan depicts and assigns a number to each Condominium Unit and describes the nature, location, and approximate dimensions of certain Common Elements.

Section 3.9 “Consent Judgment” means a certain consent judgment dated May 31, 2007, for a case heard in the 44th Circuit Court for the County of Livingston, captioned *Marion Oaks Development, LLC, v Township of Marion*, Case No. 04-20849-CZ, a copy of which is recorded in the Livingston County Register of Deeds, Document No. 2007R-019945, and which burdens the land comprised of the Development, including the Condominium Premises, as described in Article II of this Master Deed.

Section 3.10 “Consolidating Master Deed” means the amended Master Deed that shall describe The Dells of Marion Oaks as a completed condominium project, as defined in Section 4 of the Act, and shall reflect all Units and Common Elements therein and the percentage of value applicable to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Livingston County Register of Deeds, shall supersede this recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to this Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Livingston County Register of Deeds confirming that the Units and Common Elements “as built” are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded.

Section 3.11 “Construction and Sales Period” means the period commencing with the recordation of this Master Deed and continuing during the period that the Developer owns (in fee simple, as a land contract purchaser, or as an optionee) any Unit in The Dells of Marion Oaks.

Section 3.12 “Co-Owner” means an individual, firm, corporation, partnership, association, trust, or other legal entity (or any combination thereof) who or which owns or is purchasing by land contract one or more Units in the Condominium. Unless the context indicates otherwise, the term “Owner,” wherever used, shall be synonymous with the term “Co-Owner.”

Section 3.13 “Declaration” means a certain Declaration of Covenants, Conditions, Easements, and Restrictions dated 10/8/18 and recorded at the Livingston County Register of Deeds, Document No. _____, which burdens the land comprised of the Development, including the Condominium Premises, as described in Article II of this Master Deed.

Section 3.14 “Developer” means THE DELLS OF MARION OAKS, LLC, an organization that made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term “Developer” whenever, however, and wherever such terms are used in the Condominium Documents. However, the word “successor,” as used in this Section 3.14, shall not be interpreted to mean a “Successor Developer” as defined in Section 135 of the Act.

Section 3.15 “Development” means Marion Oaks Development, a multi-component

condominium project, which consists of three (3) residential condominium components, including this Condominium, and a recreational component.

Section 3.16 “First Annual Meeting” means the initial meeting at which non-Developer Co-Owners are permitted to vote for the election of all Directors and upon all other matters that properly may be brought before the meeting.

Section 3.17 “General Common Elements” means those Common Elements of the Condominium described in Article IV, Section 4.1, of this Master Deed, which are for the use and enjoyment of all Unit Owners within the Condominium Project, subject to such charges as may be assessed to defray the cost of the operation thereof.

Section 3.18 “Limited Common Elements” means those Common Elements of the Condominium described in Article IV, Section 4.2, of this Master Deed, which are reserved for the exclusive use of the Co-Owners of a specified Unit or Units.

Section 3.19 “Project Association” means the Marion Oaks Development Association, which is the nonprofit corporation organized under Michigan law of which all owners of units within the Development shall be members, which includes all Co-Owners within this Condominium, and which shall administer, operate, manage, and maintain the Development and the Project Shared Elements in accordance with the Declaration.

Section 3.20 “Project Shared Elements” means those shared elements of the entire Development, described in Section 1 of the Declaration and shown on the attached Exhibit C, which are for the use and enjoyment of all unit owners within the Development, which includes all Co-Owners within this Condominium, subject to such charges as may be assessed to defray the cost of the operation thereof.

Section 3.21 “Transitional Control Date” means the date on which a Board of Directors of the Project Association takes office pursuant to an election in which the votes that may be cast by eligible owners within the Development unaffiliated with the Developer exceed the votes that may be cast by the Developer.

Section 3.22 “Township” means Marion Township, located in the County of Livingston, State of Michigan.

Section 3.23 “Unit” or “Condominium Unit” each mean a single condominium unit in The Dells of Marion Oaks, as the same is described in Section 5.1 of this Master Deed and on Exhibit B hereto, and each shall have the same definition as the term “Condominium Unit” has in the Act. All structures and improvements now or hereafter located within the boundaries of the Unit, including, by way of illustration only, dwelling and appurtenances, shall be owned in their entirety by the Co-Owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

Wherever any reference is made to one gender, the reference shall include a reference to

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

ARTICLE IV COMMON ELEMENTS

The Common Elements of the Condominium described in Exhibit B to this Master Deed and the respective responsibilities for maintenance, decoration, repair, replacement, restoration, or renovation thereof are as follows:

Section 4.1 General Common Elements. All General Common Elements for the Condominium will be maintained by the Project Association, and an easement for the use and enjoyment of all General Common Elements of the Condominium will be granted to the Project Association for the use and benefit of such General Common Elements by all owners of units in the Development. The General Common Elements for the Project include:

(a) All private roadways and emergency access drives throughout the Condominium Project; all easement interests appurtenant to the Condominium Project, including, but not limited to, easements for ingress, egress, and utility installation over, across, and through non-Condominium Project property or individual units in the Condominium Project; and the lawns, trees, shrubs, and other improvements not located within the boundaries of a Unit in the Condominium Project.

(b) The electrical transmission mains and wiring throughout the Condominium Project up to the point of lateral connection for unit service, which is located at the boundary of the Unit, together with common lighting for the Condominium Project, if any, installed by the Developer or Project Association in its/their sole discretion.

(c) The telephone system throughout the Condominium Project up to the ancillary connection for Unit service, which is located at the boundary of the Unit.

(d) The gas distribution system throughout the Condominium Project, if and when it may be installed, up to the point of lateral connection for Unit service, which is located at the boundary of the Unit, but excluding the gas meter for each Unit.

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

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

(g) All landscaping, sprinkler systems, berms, trees, plantings, and signage for the Condominium Project, Walkways, and other structures and improvements, if any, located within the land owned by the Project Association.

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

(i) The sanitary sewer and water systems throughout the Condominium Project that are within the road right of way will be dedicated to the Township; the Project Shared Elements will include any remaining part of the sanitary sewer systems that runs throughout the Condominium Project up to the point such systems are connected with their respective mains in the road right of way.

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

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

(l) Such other elements of the Condominium Project not designated as Project Shared Elements or Limited Common Elements that are not enclosed within the boundaries of a Unit and that are intended for common use or are necessary for the existence, upkeep, or safety of all Unit Owners within the Condominium Project.

Section 4.2 Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) *Driveways.* Each driveway leading from a road to a Unit or from a shared driveway, extending beyond the portion depicted as a General Common Element or Project Shared Element on Exhibit B, shall be a Limited Common Element limited in use to the Unit of corresponding number as designated in the Condominium Subdivision Plan attached as Exhibit B to this Master Deed.

(b) *Sanitary Sewer and Water Systems.* The portions of the sanitary sewer and water systems for the Condominium that are contained within the boundaries of any Unit shall be considered a Limited Common Element applicable to such Unit.

Section 4.3 Responsibilities. The respective responsibilities for the installations within and the maintenance, decoration, repair, replacement, renovation, and restoration of the Units and Common Elements are as follows:

(a) *Co-Owner Responsibility for Units and Limited Common Elements.* It is anticipated that a separate residential dwelling (including attached garage and porches) will be constructed within each Unit depicted on Exhibit B. It is also anticipated that various improvements and structures appurtenant to each such dwelling will or may also be constructed within the Unit and may extend into the Limited Common Element appurtenant to the Unit, which improvements and structures (collectively, "Appurtenances") may include, but are not limited to,

a driveway, deck, balcony, patio, atrium, courtyard hot tub, swimming pool, play structure, basketball backboard, lawn, berms, trees, plantings, and other landscaping. Except as otherwise expressly provided in this Master Deed or the Bylaws, the responsibility for and the cost of installation, maintenance, decoration, repair, renovation, restoration, and replacement of any dwelling and of any Appurtenances within a Unit and of any other Limited Common Element appurtenant to the applicable Unit shall be borne by the Co-Owner of the Unit that is served thereby; provided, however, that the exterior appearance of the dwelling and the Appurtenances, to the extent visible from any other Unit or Common Element within the Condominium, shall be subject at all times to the prior approval of the Developer or the Project Association. Each Co-Owner shall also be responsible for arranging for and paying all costs in connection with the extension of utilities from the mains or such other facilities, as are located at the boundary of the Common Element or Project Shared Element appurtenant to such Co-Owner's Unit to the dwelling or other structures located within the Unit, including, but not limited to, the laterals and leads for the sewer and water systems. All costs of electricity, telephone, natural gas, storm drainage, sewer system, cable television, other telecommunications system, and any other utility services shall be borne by the Co-Owner of the Unit to which the services are furnished. All utility meters, laterals, leads, and other such facilities located or to be located within the Co-Owner's Unit shall be installed, maintained, repaired, renovated, restored, and replaced at the expense of the Co-Owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority, and the Project Association shall have no responsibility with respect to such installation, maintenance, repair, renovation, restoration, or replacement. In connection with any amendment made by the Developer pursuant to Article VII of this Master Deed, the Developer may designate additional Limited Common Elements that are to be installed, maintained, decorated, repaired, renovated, restored, and replaced at Co-Owner expense or, in proper cases, at Project Association expense.

(b) Project Association Responsibility for Units and Limited Common Elements.

The Project Association, acting through its Board of Directors, may undertake regularly recurring, reasonably uniform, periodic exterior maintenance, repair, renovation, restoration, and replacement functions with respect to Units and the dwellings, Appurtenances, and other Limited Common Elements associated therewith, as it may deem appropriate (including, without limitation, snow removal from driveways). Nothing contained herein, however, shall require the Project Association to undertake such responsibilities. Any such additional responsibilities undertaken by the Project Association shall be charged to any affected Co-Owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer, in the initial maintenance budget for the Project Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith. The Project Association, acting through its Board of Directors, may also (but has no obligation to) undertake any maintenance, repair, renovation, restoration, or replacement obligation of the Co-Owner of a Unit with respect to said Unit, and the dwelling, Appurtenances, and other Limited Common Elements associated therewith, to the extent that said Co-Owner has not performed such obligation, and the cost thereof shall be assessed against said Co-Owner. The Project Association in such case shall not be responsible for any damage thereto arising as a result of the Project Association performing said Co-Owner's unperformed obligations.

(c) *Common Lighting.* The Developer and/or the Project Association may, but is/are not required to, install illuminating fixtures within the Condominium and to designate the same as common lighting as provided in the Declaration. Some of the common lighting may be installed within the Project Shared Elements or may be located within Limited Common Elements or fixed to dwelling exteriors. The cost of electricity for common lighting located within any Unit may be metered by the individual electric meter of the Co-Owner to whose Unit the same is appurtenant and shall be paid by such individual Co-Owner without reimbursement therefore from the Project Association. Said fixtures shall be maintained, repaired, renovated, restored, and replaced and light bulbs furnished by the Project Association. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Project Association in its discretion. No Co-Owner shall modify or change such fixtures in any way nor cause the electrical flow for their operation to be interrupted at any time. If the fixtures operate on photo electric cells, the timers for such cells shall be set by and at the discretion of the Project Association, and shall remain lit at all times determined by the Project Association.

(d) *Project Shared Elements.* The costs of making installations in the Project Shared Elements (excluding those made by the Developer) and the costs and responsibility for the decorating, maintaining, repairing, renovating, restoring, and replacing of all Project Shared Elements and improvements and structures therein, including, but not limited to, any costs associated with the roadways and shared drives and the entry way landscaping and/or signage and sprinkler system serving the entry way area, shall be borne by the Project Association, as further described in the Declaration. This responsibility includes, but is not limited to, maintaining all private roads or streets within the Condominium to the specifications provided in Section 6.20 of the Township's Zoning Ordinance, as amended, including but not limited to removing snow from any private roads or streets within the Condominium.

(e) *Residual Damage.* Except as otherwise specifically provided in this Master Deed, any damage to any Unit or the dwelling, Appurtenances, or other Limited Common Elements associated therewith arising as a result of the Project Association undertaking its rights or responsibilities as set forth in this Section 4.3 shall be repaired at the Project Association's expense.

Section 4.4 Use of Units and Common Elements. No Co-Owner shall use its Unit, the Common Elements, or the Project Shared Elements in any manner inconsistent with the purposes of the Condominium and/or the Development or in any manner that will interfere with or impair the rights of any other unit owner within the Development in the use and enjoyment of its unit, the Common Elements, or the Project Shared Elements. This includes, but is not limited to, all Co-Owners refraining from prohibiting, restricting, limiting, or in any manner interfering with normal ingress and egress and use by any of the other Co-Owners. Normal ingress and egress and use shall include use by family, guests, invitees, vendors, tradesman, delivery persons, and others bound to or returning from any of the properties and having a need to use the roads.

Section 4.5 Alterations. Until the Developer has sold all of the Units in the Condominium, it may, in its discretion and with the approval of the Township of Marion: (1)

modify the dimensions of unsold Units, the Common Elements appurtenant to any Unit by enlargement, combination, division, or reduction in size; and (2) make such structural alterations as it deems necessary or appropriate to any unsold Units or Common Elements. However, no such modifications or alterations may be performed that would unreasonably impair or diminish the appearance of the Condominium or the view, privacy, or other significant attribute or amenity of any Unit sold by Developer that adjoins or is proximate to the modified Unit. All space in the Condominium, since it is or could be affected by such a modification or structural alteration, is hereby designated as “convertible areas,” whether or not so designated on the Condominium Subdivision Plan attached hereto as Exhibit B. Such space may be converted, in the Developer’s sole discretion, into portions of a Unit, Common Element, or any combination, and the responsibility for maintenance, repair, and replacement therefor may be assigned by an amendment to this Master Deed affected solely by Developer without the consent of any other person. No Unit altered or modified in accordance with the provisions of this section shall be conveyed until an amendment to this Master Deed effectuating such modification is recorded. The Developer may, in connection with any such amendment, readjust Percentages of Value for all Units in a manner that gives a reasonable recognition to such Unit or Common Element modifications based upon the method of original determination of Percentages of Value for the Condominium.

All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, proportionate reallocation of Percentages of Value of existing Units that Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer 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.

Section 4.6 Reassignment of Limited Common Elements. A Limited Common Element, such as a parking space, may be reassigned, after notice to any affected mortgagee, by a written application to the Board of Directors of the Project Association signed by the Co-Owners whose interest will be affected thereby. Upon receipt of such application, the Board shall promptly prepare or cause to be prepared and execute an amendment to this Master Deed reassigning all rights and obligations with respect to the Limited Common Elements involved and shall deliver such amendment to the Co-Owners of the Units affected upon payment by them of all reasonable costs for the preparation and approval thereof.

ARTICLE V UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1 Description. Each Unit in the Condominium is described in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit shall consist of the area contained within the Unit boundaries as shown on Exhibit B and delineated with heavy outlines, together with all Appurtenances located within such Unit boundaries. Detailed architectural plans for the Condominium Project will be placed on file with the Township of Marion, Livingston County, Michigan.

Section 5.2 Condominium Percentage of Value. The Percentage of Value for each Unit within the Condominium shall be equal. The determination that the Percentages of Value should be equal was made after reviewing the comparative characteristics of each Unit in the Condominium and concluding that there are no material differences among the units that affect the allocation of Percentages of Value. The total value of the Condominium is 100%.

Section 5.3 Project Interest. The membership interest for each unit within the Development shall also be equal, as described in the Declaration.

ARTICLE VI EASEMENTS AND RESERVATIONS

Section 6.1 Easement For Utilities and Maintenance of Encroachment. In the event any portion of a Unit (or dwelling or Appurtenances constructed therein) or Common Element (or Appurtenances constructed therein) encroaches upon another Unit or Common Element due to shifting, settling, or moving of the dwelling or the Appurtenances or other Limited Common Elements associated therewith, or due to survey errors, construction deviations, replacement, restoration, or repair, or due to the requirements of the Livingston County Health Department or the Township, reciprocal easements shall exist for such encroachment, and for the installation, maintenance, repair, restoration, and replacement of the encroaching property, dwelling, and/or Appurtenances or other Limited Common Elements associated therewith. In the event of damage or destruction, there shall be easements to, through, under, and over those portions of the land, dwellings, and Appurtenances and other Limited Common Elements associated therewith for the continuing maintenance, repair, renovation, restoration, and replacement of all utilities in the Condominium. One of the purposes of this Section is to clarify that Co-Owners have the right to maintain these Appurtenances and other Limited Common Elements that project into the Common Elements or Project Shared Elements surrounding each Unit.

Section 6.2 Easements Retained by Developer.

(a) *Utility Easements.* The Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors, assigns, the Township and any other appropriate governmental body, and all future owners of any land contiguous to the Condominium and/or Project, easements to enter upon the Condominium Premises to utilize, tap, tie into, extend and enlarge, and otherwise install, maintain, repair, restore, renovate, and replace all utility improvements located within the Condominium Premises, including, but not limited to, gas, water, sanitary sewer, storm drains (including retention and detention ponds), telephone, electrical, and cable television and other telecommunications, and all improvements, as identified in the approved final site plan for the Condominium Project and all plans and specifications approved in writing by the Township, as well as any amendments thereto approved in writing by the Township. If any portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted to Developer, its successors, or its assigns under this Section 6.2(a) or Section 6.2(b), Developer shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance.

(b) Additional Easements. The Developer reserves for itself, its successors, and its assigns the right, at any time prior to the expiration of the Construction and Sales Period, to reserve, dedicate, and/or grant public or private easements over, under, and across the Condominium Premises for the installation, utilization, repair, maintenance, decoration, renovation, restoration, and replacement of rights-of-way, walkways, the storm water drainage system, including retention or detention ponds, water system, sanitary sewer systems, electrical transmission mains and wiring, telephone system, gas distribution system, cable television and other telecommunication system, and other public and private utilities, including all equipment, facilities, and Appurtenances relating thereto, as identified in the approved final site plan for the Condominium Project, and all plans approved in writing by the Township, as well as any amendments thereto approved by the Township. The Developer reserves the right to assign any such easements to governmental units or public utilities or, as to the storm water drainage system, Co-Owners of affected Units, and to enter into maintenance agreements with respect thereto. Any of the foregoing easements or transfers of title may be conveyed by the Developer without the consent of any Co-Owner, mortgagee, or other person who now or hereafter shall have any interest in the Condominium by the recordation of an appropriate amendment to this Master Deed and Exhibit B hereto. All of the Co-Owners and mortgagees of Units and other persons now or hereafter interested in the Condominium from time to time shall be deemed to have unanimously consented to any amendments of this Master Deed to effectuate the foregoing easements or transfers of title. All such interested persons irrevocably appoint the Developer as agent and attorney to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 6.3 Grant of Easements by Project Association. The Project Association, acting through its Board of Directors, shall be empowered and obligated to grant such easements, licenses, rights-of-entry, and rights-of-way over, under, and across the Condominium Premises as are reasonably necessary or advisable for utility purposes (including, but not limited to, sewer and water), access purposes, or other lawful purposes, subject, however, to the approval of the Developer during the Construction and Sales Period and subject to the written approval of the Township. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to such easements be varied, without the consent of each person benefited or burdened thereby.

Section 6.4 Grant of Easements and License to Project Association. The Project Association, acting through its Board of Directors, and all unit owners in the Development are hereby granted easements, licenses, rights-of-entry, and rights-of-way to and over, under, and across the Common Elements or Project Shared Elements and the Condominium Premises for such purposes as are reasonably necessary or advisable for the full use and enjoyment and the construction, maintenance, repair or replacement of the Common Elements for the benefit of all owners of units in the Development. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to such easements be varied, without the consent of each person benefited or burdened thereby.

Section 6.5 Easements for Maintenance, Repair, Restoration, Renovation, and

Replacement. The Developer, the Project Association, the Township, and all public and private utilities and public authorities responsible for publicly dedicated roads shall have such easements over, under, and across the Condominium, including all Units and Common Elements, as may be necessary to fulfill any installation, maintenance, repair, decoration, renovation, restoration, or replacement responsibilities that are required or permitted to perform under the Condominium Documents, by law, or as may be necessary to respond to any emergency. The foregoing easements include, without limitation, the right of the Project Association to obtain access during reasonable hours and upon reasonable notice, for purposes of inspecting the dwelling constructed on a Unit and/or other Limited Common Elements and/or Appurtenances constructed therein to ascertain that they have been designed and constructed in conformity with standards imposed and/or specific approvals granted by the Developer (during the Construction and Sales Period) and thereafter by the Project Association.

Section 6.6 Telecommunications Agreements. The Project Association, acting through its 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, right-of-way agreements, access agreements, and multi-unit agreements, and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees, as may be necessary, convenient, or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna, and similar services to the Condominium or any Unit therein. Notwithstanding the foregoing, in no event shall the Project Association, through its Board of Directors, enter into any contract or agreement or grant any easement, license, or right-of-entry or do any other act that will violate any provision of any federal, state, or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing any telecommunications related equipment or improvements or sharing periodic subscriber service fees shall be receipts affecting the administration of the Condominium within the meaning of the Act and shall be paid over to and shall be the property of the Project Association except for funds previously advanced by Developer, for which the Developer has a right of reimbursement from the Project Association.

Section 6.7 Easement for Municipal Wastewater Disposal Mains. There shall exist and the Developer does hereby grant and convey to the Township the non-exclusive right to use the Utility Easements, as depicted in Exhibit B and any re-plats thereof, for the benefit of the Township, its agents, contractors, and any governmental body operating the municipal wastewater disposal system that provides the sewage disposal service to the Units. The easement shall be for purposes of construction, operation, maintenance, inspection, repair, alteration, replacement, and/or removal of sewer mains, excavation, and refilling of ditches and trenches necessary for the location of installations and for all purposes incidental thereto. The easement includes the right of the Township to enlarge, extend, or tie into the sanitary sewer mains, as necessary, for other Township purposes. If the Township or its assigns exercise the right to use this easement, upon completion of any work on the easement, any disturbed areas shall be restored to a like condition as existed prior to the commencement of the work.

Section 6.8 Easement for Municipal Water Mains. There shall exist and the Developer

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

Section 6.9 School Bus and Emergency Vehicle Access Easement. Developer reserves for the benefit of the Township, any private or public school system, and any emergency service agency an easement over all roads in the Condominium for use by the Township, private or public school busses, and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, school bus services, fire and police protection, ambulances and rescue services, and other lawful governmental or private emergency services to the Condominium Project and Co-Owners thereof. The foregoing easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public, as all streets and roads within the Condominium are private and may never be maintained or accepted by the Livingston County Road Commissioners. If, however, any private streets or roads within the Condominium are not repaired or maintained by the Association or Co-Owners, the Township may bring the road up to established Township standards as set forth in Section 6.20 of the Township's Zoning Ordinance, as amended, and assess owners of parcels on the private road for the improvements, plus an administrative fee. No public funds of the Township are to be used to build, repair, or maintain any private roads or streets within the Condominium.

Section 6.10 Project Association Assumption of Obligations. The Project Association, on behalf of the Co-Owners, shall assume and perform all of the Developer's obligations under any easement pertaining to the Condominium Project or Common Elements.

Section 6.11 Termination of Easements. Developer reserves the right to terminate and revoke any utility or other easement granted in or pursuant to this Master Deed at such time as the particular easement has become unnecessary. (This may occur, by way of illustration only, when a utility easement is relocated to coordinate development of property adjacent to the Condominium Project.) No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be affected by the recordation of an appropriate termination instrument or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act, provided that any such amendment is first approved in writing by the Township.

ARTICLE VII AMENDMENT

Except as otherwise expressly provided in this Master Deed or in the Act, the Condominium shall not be terminated, vacated, revoked, or abandoned except as provided in the Act, nor may any of the provisions of this Master Deed or Exhibit B be amended (but Exhibit A hereto may be amended as therein provided) except as follows:

Section 7.1 Amendments.

(a) *Without Co-Owner and Mortgagee Consent.* The Condominium Documents may be amended by the Developer or the Project Association without the consent of Co-Owners or mortgagees for any purpose if the amendment does not materially alter or change the rights of a Co-Owner or mortgagee. Amendments modifying the types and sizes of unsold Units and their appurtenant Common Elements, showing minor architectural variances and modifications to a Unit, correcting survey or other errors made in the Condominium Documents, or for the purpose of facilitating mortgage loan financing for existing or prospective Co-Owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, or by any other institutional participant in the secondary mortgage market that purchases or insures mortgages, shall be examples of amendments that do not materially alter or change the rights of a Co-Owner or mortgagee.

(b) *With Co-Owner and Mortgagee Consent.* An amendment may be made, even if it will materially alter or change the rights of the Co-Owners or mortgagees, with the consent of not less than two-thirds (2/3) of the votes of the Co-Owners entitled to vote as of the record date of such vote and two-thirds (2/3) of the votes of the mortgagees; provided, that a Co-Owner's Unit dimensions or Limited Common Elements may not be modified without its consent, nor may the formula used to determine Percentages of Value for the Project or provisions relating to the purpose of usage, ability, or terms under which a Unit currently is leased or may be rented be modified without the consent of the Developer and each affected Co-Owner and mortgagee. Rights reserved by the Developer herein, including without limitation, rights to amend for purposes of expansion and/or modification of Units, shall not be amended without the written consent of the Developer so long as the Developer or its successors or assigns continue to own or to offer for sale any Unit in the Project, have the right to create one or more additional Units, or continues to own any interest in the Condominium Premises. For purposes of this subsection, a mortgagee shall have one vote for each mortgage held.

(c) *Material Amendment By Developer.* A material amendment may also be made unilaterally by the Developer without the consent of any Co-Owner or mortgagee for the specific purpose(s) reserved by the Developer in this Master Deed. During the Construction and Sales Period, this Master Deed shall not be amended nor shall the provisions of this Master Deed be modified in any way without the written consent of the Developer or its successors or assigns.

(d) Developer's Reserved Amendments. Notwithstanding any contrary provision of the Condominium Documents, Developer reserves the right to amend materially this Master Deed or any of its exhibits for any of the following purposes:

- i. To amend the Condominium Bylaws, subject to any restrictions on amendments stated therein;
- ii. To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan, or Condominium Bylaws, or to correct errors in the boundaries or locations of improvements, including revising the Subdivision Plan to fully comply with the applicable regulations;
- iii. To clarify or explain the provisions of this Master Deed or its exhibits;
- iv. To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing mortgages on Units in the Condominium Premises;
- v. To create, grant, make, define, or limit easements affecting the Condominium Premises;
- vi. To record an "as built" Condominium Subdivision Plan and/or consolidating Master Deed and/or to designate any improvements shown on the Plan as "must be built," subject to any limitations or obligations imposed by the Act;
- vii. To terminate or eliminate reference to any right which Developer has reserved to itself herein; and
- viii. To make alterations described in this Master Deed, even if the number of Units in the Condominium would thereby be increased or reduced.

Amendments of the type described in this Subsection 7.1(d) may be made by the Developer without the consent of Co-Owners or mortgagees, and any Co-Owner or mortgagee having an interest in a Unit affected by such an amendment shall join with the Developer in amending this Master Deed.

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

(f) Developer Consent Required. Articles II, IV, V, VI, VII, VIII, IX, and X 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, so long as the Developer continues to offer any Unit in the Condominium for sale or so long as there remains any Unit that may be created. Developer's reservation of easement rights for adjacent property and Developer's right to consent to all easements affecting the Condominium shall be perpetual and cannot be amended.

(g) Township of Marion Consent Required. No amendment of this Master Deed or the Condominium Documents may be made without the prior written consent of the Township of Marion, if such amendment would affect a right of the Township of Marion set forth or reserved with in this Master Deed or in the Condominium Documents.

Section 7.2 Termination. If there is a Co-Owner other than the Developer, the Condominium may be terminated only with consent of the Developer and not less than 80% of the Co-Owners and mortgagees, as follows:

(a) Execution of Agreement. Agreement of the required number of Co-Owners and mortgagees to termination of the Condominium shall be evidenced by their execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

(b) Ownership of Condominium. Upon recordation of an instrument terminating the Condominium, the property constituting the Condominium shall be owned by the Co-Owners as tenants in common in proportion to their Condominium Percentage of Value immediately before recordation. As long as the tenancy in common lasts, each Co-Owner or the heirs, successors, or assigns thereof shall have an exclusive right of occupancy of that portion of the property, which formerly constituted the Unit.

(c) Ownership of Association Assets. Upon recordation of an instrument terminating the Condominium, any rights the Co-Owners may have to the assets of the Project Association shall be in proportion to their respective undivided interests in the Common Elements or Project Shared Elements (as detailed in the Declaration) immediately before recordation. Any common profits shall be distributed in the same proportions except as otherwise required under the Condominium Documents and the Act.

(d) Notice of Termination. Notification of termination by first class mail shall be made to all parties interested in the Condominium, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who deposited funds.

ARTICLE VIII DEVELOPER'S RIGHT TO USE FACILITIES

The Developer, its agents, representatives, employees, successors, and assigns may, at all times that Developer continues to own any Units, maintain offices; model Units, parking, storage areas, and other facilities within the Condominium; and engage in such other acts as it deems necessary to facilitate the development and sale of the Condominium. Developer shall have such access to, from, and over the Condominium as may be reasonable to enable the development and sale of Units in the Condominium. In connection therewith Developer shall have full and free

access to all Common Elements and unsold Units.

ARTICLE IX MODIFICATION OF UNITS AND LIMITED COMMON ELEMENTS

Notwithstanding anything to the contrary contained in this Master Deed or the Bylaws, the Units in the Condominium and other Common Elements may be modified and the boundaries relocated in accordance with Section 48 of the Act and this Article X; such changes in the affected Unit or Units and its/their appurtenant Common Elements shall be promptly reflected in duly recorded Amendment or Amendments to this Master Deed.

Section 9.1 Modification of Units and Common Elements. The Developer may, in its sole discretion and without being required to obtain the consent of any person whatsoever (including Co-Owners and mortgagees of Units), except for the Township, whose written consent must be obtained, modify the size, location, or configuration of Units or other Project or Limited Common Elements appurtenant or geographically proximate to any Units as described in the Condominium Subdivision Plan attached hereto as Exhibit B, the Project Shared Elements Sheet attached hereto as Exhibit C, or any recorded amendment or amendments hereof. Any such modifications by the Developer shall be effective upon the recordation of an amendment to the Master Deed. In addition, the Developer may, in connection with any such amendment, re-adjust percentages of value for all Units in a manner that gives reasonable recognition to such Unit modifications or Limited Common Element modifications based upon the method by which percentages of value were originally determined for the Condominium. All of the Co-Owners and mortgagees of Units and all other persons now or hereafter interested in the Condominium from time to time (except the Township) shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by the Developer to effectuate the purposes of this Section 9.1 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units that Developer determines are necessary in conjunction with any such amendments. All such interested persons (except the Township) irrevocably appoint the Developer as agent and attorney for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 9.2 Relocation of Boundaries of Units or Common Elements. Subject to the written approval of the Township, the Developer reserves the right during the Construction and Sales Period, and without the consent of any other Co-Owner or any mortgagee of any Unit, to relocate any boundaries between Units. Such relocation of boundaries of Unit(s) and/or appurtenant Limited Common Elements shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors, or its assigns. In the event an amendment is recorded in order to accomplish such relocation of boundaries of Units and/or appurtenant Limited Common Elements, the amendment shall identify the relocated Unit(s) and/or Limited Common Elements by Unit number(s) and, when appropriate, the percentage of value as set forth herein for the Unit(s) and/or Limited Common Elements that have been relocated shall be proportionately allocated to the adjusted Unit(s) in order to preserve a total value of one hundred

(100%) percent for the entire Condominium following such amendment to this Master Deed. The precise determination of the readjustments and percentages of value shall be within the sole judgment of Developer. However, the adjustments shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Condominium. Any such amendment to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium as modified. All of the Co-Owners and mortgagees of Units and all other persons now or hereafter interested in the Condominium from time to time (except the Township) shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by the Developer to effectuate the purposes of this Section 9.2 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of Units that the Developer determines are necessary in Connection with any such amendment. All such interested persons (except the Township) irrevocably appoint the Developer as agent and attorney for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be accomplished without re-recording the entire Master Deed or its Exhibits.

Section 9.3 Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act, to accomplish the rights to relocate boundaries described in this Article IX, or for other purposes.

ARTICLE X RESTRICTIONS

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

Section 10.1 Dwellings. Dwellings shall be constructed in accordance with the applicable governmental building codes and requirements. All dwellings to be erected, altered, placed, or permitted on any unit shall conform to the following minimum size requirements as to total floor area:

- a) Ranch style: not less than 1,000 square feet;
- b) Split level: not less than 1,400 square feet, with not less than 800 square feet on the first floor;
- c) Colonial: not less than 1,400 square feet, with not less than 800 square feet on the first floor.

Building height shall not exceed thirty-five (35) feet from grade to ridge line of roof. Porches, breezeways, terraces, basements, and garages, if any, shall not be included in computing the minimum total floor area. No old, used, or manufactured homes shall be placed upon any unit or anywhere within the Condominium. All homes and attached porches, decks, and any allowable and approved accessories (pools, etc.) shall be built within the building envelopes depicted on Exhibit B. No temporary structure of any kind, such as a tent, trailer, shack, barn, or garage shall be erected or placed upon any Unit; however, temporary buildings to be used during construction

of a dwelling shall be removed from the premises within thirty (30) days of enclosure of the residential dwelling or 180 days, whichever first occurs. A permanent detached building may be built on the Unit, if built on a proper concrete foundation and located behind the house within the building envelope for such Unit, with the exterior matching the exterior of the house, or other exterior approved by the Developer.

**ARTICLE XI
ASSIGNMENT**

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

**ARTICLE XII
SEVERABILITY**

If any provision of this Master Deed shall be determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not render this entire Master Deed invalid or unenforceable, and the provisions of this Master Deed not subject to such determination shall survive, unaffected thereby.

**ARTICLE XIII
CONTROLLING LAW**

The provisions of the Act, and of the other laws of the State of Michigan, shall be applicable to and govern this Master Deed and all activities related hereto.

IN WITNESS WHEREOF, the undersigned has executed this Master Deed as of the date first written above.

THE DELLS OF MARION OAKS, LLC



**By: Jack Lansing, II
Its: Manager**

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____

EXHIBIT B TO THE MASTER DEED OF

THE DELLS OF MARION OAKS

MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

ATTENTION: COUNTY REGISTER OF DEEDS

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET, AND THE SURVEYOR'S CERTIFICATE ON SHEET 2.

DEVELOPER:

MARION OAKS DEVELOPMENT, L.L.C.

1295 MAXFIELD ROAD
BRIGHTON, MICHIGAN 48114

CONDOMINIUM BOUNDARY

DESCRIPTION OF THE DELLS OF MARION OAKS

PART OF THE SOUTHWEST 1/4 OF SECTION 12, T2N-R4E, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 12; THENCE ALONG THE CENTERLINE OF PINCKNEY ROAD (66 FOOT WIDE RIGHT OF WAY) AND THE WEST LINE OF SECTION 12, S 02°26'19" E, 944.35 FEET; THENCE N 87°33'41" E, 175.00 FEET; THENCE S 88°36'13" E, 136.00 FEET, TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE N 03°23'08" W, 54.16 FEET; THENCE S 87°33'41" W, 134.80 FEET; THENCE N 02°26'19" W, BEING 175 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SECTION 12, A DISTANCE OF 807.46 FEET; THENCE N 41°48'51" E, 91.84 FEET; THENCE N 86°36'52" E, BEING 30 FEET SOUTHERLY OF AND PARALLEL WITH THE EAST AND WEST 1/4 LINE OF SECTION 12, A DISTANCE OF 1115.74 FEET; THENCE S 58°46'03" E, 116.24 FEET; THENCE S 25°00'32" E, 124.45 FEET; THENCE S 09°40'03" E, 331.99 FEET; THENCE S 12°10'01" W, 490.12 FEET; THENCE N 77°49'59" W, 120.00 FEET; THENCE S 12°10'01" W, 46.94 FEET; THENCE WESTERLY ALONG AN ARC TO THE LEFT, HAVING A LENGTH OF 460.05 FEET, A RADIUS OF 1533.00 FEET, A CENTRAL ANGLE OF 17°11'39", AND A LONG CHORD WHICH BEARS N 84°47'19" W, 458.32 FEET; THENCE S 86°36'52" W, 524.55 FEET, TO THE POINT OF BEGINNING, CONTAINING 28.20 ACRES, MORE OR LESS, AND SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

INGRESS AND EGRESS EASEMENT (MARION OAKS DRIVE)

PART OF THE SOUTHWEST 1/4 OF SECTION 12, T2N-R4E, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 12; THENCE ALONG THE CENTERLINE OF PINCKNEY ROAD (66 FOOT WIDE RIGHT OF WAY) AND THE WEST LINE OF SECTION 12, S 02°26'19" E, 944.35 FEET, TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED; THENCE N 87°33'41" E, 175.00 FEET; THENCE S 88°36'13" E, 136.00 FEET; THENCE N 86°36'52" E, 524.55 FEET; THENCE EASTERLY ALONG AN ARC RIGHT, HAVING A LENGTH OF 691.49 FEET, A RADIUS OF 1533.00 FEET, A CENTRAL ANGLE OF 25°50'40", AND A LONG CHORD WHICH BEARS S 80°27'48" E, 685.65 FEET; THENCE ALONG A 106.50 FOOT RADIUS CUL-DE-SAC ON AN ARC RIGHT, HAVING A LENGTH OF 602.02 FEET, A RADIUS OF 106.50 FEET, A CENTRAL ANGLE OF 323°52'38", AND A LONG CHORD WHICH BEARS S 24°21'04" W, 66.04 FEET; THENCE WESTERLY ALONG AN ARC LEFT, HAVING A LENGTH OF 659.54 FEET, A RADIUS OF 1467.00 FEET, A CENTRAL ANGLE OF 25°45'34", AND A LONG CHORD WHICH BEARS N 80°30'21" W, 654.00 FEET; THENCE S 86°36'52" W, 640.29 FEET; THENCE S 87°33'41" W, 196.06 FEET; THENCE ALONG THE CENTERLINE OF PINCKNEY ROAD (66 FOOT WIDE RIGHT OF WAY) AND THE WEST LINE OF SECTION 12, N 02°26'19" W, 77.00 FEET, TO THE POINT OF BEGINNING.

NOTE: THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

PROPOSED CENTERLINE EASEMENT "A"

A 30 FT. WIDE PRIVATE EASEMENT FOR PUBLIC SANITARY SEWER, BEING 15 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

PART OF THE SOUTHWEST 1/4 OF SECTION 12, T2N-R4E, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 12; THENCE ALONG THE CENTERLINE OF WRIGHT ROAD (66 FOOT WIDE RIGHT OF WAY) AND THE SOUTH LINE OF SECTION 12, N 86°58'33" E, 745.00 FEET, TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE N 02°26'19" W, 338.98 FEET; THENCE N 56°31'32" E, 161.15 FEET; THENCE N 00°26'01" E, 310.18 FEET; THENCE N 24°16'35" W, 162.25 FEET; THENCE N 53°00'33" E, 154.06 FEET; THENCE N 71°40'11" E, 246.28 FEET; THENCE N 39°59'35" E, 237.27 FEET; THENCE N 38°18'03" E, 382.18 FEET; THENCE N 67°43'47" W, 346.01 FEET, TO THE POINT OF TERMINUS.

PROPOSED CENTERLINE EASEMENT "B"

A 25 FT. WIDE PRIVATE EASEMENT FOR PUBLIC WATERMAIN, BEING 12.5 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

PART OF THE SOUTHWEST 1/4 OF SECTION 12, T2N-R4E, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 12; THENCE ALONG THE CENTERLINE OF PINCKNEY ROAD (66 FOOT WIDE RIGHT OF WAY) AND THE WEST LINE OF SECTION 12; THENCE S 02°26'19" E, 853.93 FEET; THENCE N 87°33'41" E 29.89 FEET, TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE CONTINUING N 87°33'41" E, 71.59 FEET; THENCE S 47°26'19" E, 85.36 FEET; THENCE N 87°33'41" E, 148.21 FEET, TO THE POINT OF TERMINUS.

PROPOSED EASEMENT "C"

A PRIVATE EASEMENT FOR PRIVATE STORM WATER BASIN

PART OF THE SOUTHWEST 1/4 OF SECTION 12, T2N-R4E, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 12; THENCE ALONG THE CENTERLINE OF PINCKNEY ROAD (66 FOOT WIDE RIGHT OF WAY) AND THE WEST LINE OF SECTION 12; THENCE S 02°26'19" E, 944.35 FEET; THENCE N 87°33'41" E, 175.00 FEET; THENCE S 88°36'13" E, 136.00 FEET; THENCE N 86°36'52" E, 524.55 FEET; THENCE S 03°23'08" E, 66.00 FEET, TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED; THENCE EASTERLY ALONG AN ARC RIGHT, HAVING A LENGTH OF 340.36 FEET, A RADIUS OF 1467.00 FEET, A CENTRAL ANGLE OF 13°17'35", AND A LONG CHORD WHICH BEARS S 86°44'21" E, 339.59 FEET; THENCE S 13°46'54" W, 143.00 FEET; THENCE S 76°13'06" E, 210.29 FEET; THENCE S 35°46'06" W, 288.58 FEET; THENCE S 57°28'48" W, 60.00 FEET; THENCE S 78°57'06" W, 256.65 FEET; THENCE N 31°36'51" W, 60.00 FEET; THENCE N 23°45'14" W, 265.67 FEET; THENCE N 08°56'31" E, 228.56 FEET; THENCE N 86°36'52" E, 65.00 FEET, TO THE POINT OF BEGINNING.

PROPOSED EASEMENT "D"

A PRIVATE EASEMENT FOR PRIVATE STORM WATER BASIN AND STORM SEWER

PART OF THE SOUTHWEST 1/4 OF SECTION 12, T2N-R4E, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 12; THENCE ALONG THE CENTERLINE OF PINCKNEY ROAD (66 FOOT WIDE RIGHT OF WAY) AND THE WEST LINE OF SECTION 12, S 02°26'19" E, 944.35 FEET; THENCE N 87°33'41" E, 175.00 FEET; THENCE S 88°36'13" E, 136.00 FEET; THENCE N 86°36'52" E, 524.55 FEET; THENCE EASTERLY ALONG AN ARC RIGHT, HAVING A LENGTH OF 460.05 FEET, A RADIUS OF 1533.00 FEET, A CENTRAL ANGLE OF 17°11'39", AND A LONG CHORD WHICH BEARS S 84°47'19" E, 458.32 FEET; THENCE N 12°10'01" E, 46.94 FEET; THENCE S 77°49'59" E, 120.00 FEET, TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED; THENCE N 12°10'01" E, 490.12 FEET; THENCE N 09°40'03" W, 83.00 FEET; THENCE N 40°02'27" E, 158.91 FEET; THENCE N 68°08'58" E, 159.68 FEET; THENCE S 17°24'57" E, 214.64 FEET; THENCE S 86°38'53" W, 51.88 FEET; THENCE S 56°11'26" W, 205.79 FEET; THENCE S 30°42'06" W, 161.93 FEET; THENCE S 11°55'56" W, 294.92 FEET; THENCE N 77°49'59" W, 38.47 FEET, TO THE POINT OF BEGINNING.

PROPOSED CENTERLINE EASEMENT "E"

A 20 FT. WIDE PRIVATE EASEMENT FOR PRIVATE STORM SEWER, BEING 10 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

PART OF THE SOUTHWEST 1/4 OF SECTION 12, T2N-R4E, MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 12; THENCE ALONG THE CENTERLINE OF PINCKNEY ROAD (66 FOOT WIDE RIGHT OF WAY) AND THE WEST LINE OF SECTION 12; THENCE S 02°26'19" E, 944.35 FEET; THENCE N 87°33'41" E, 175.00 FEET; THENCE S 88°36'13" E, 136.00 FEET; THENCE N 86°36'52" E, 524.55 FEET; THENCE S 03°23'08" E, 66.00 FEET; THENCE S 86°36'52" W, 65.00 FEET; THENCE S 08°56'31" W, 69.10 FEET, TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE N 71°58'02" W, 238.25 FEET; THENCE S 83°36'55" W, 167.94 FEET; THENCE S 86°48'34" W, 45.08 FEET; THENCE S 87°44'53" W, 156.91 FEET; THENCE N 02°19'21" W, 49.00 FEET; THENCE N 02°26'19" W, 924.11 FEET; THENCE N 86°36'52" E, 66.67 FEET, TO THE POINT OF TERMINUS.

PREPARED BY:
BEBOSS
Engineering
Engineers Surveyors Planners Landscape Architects

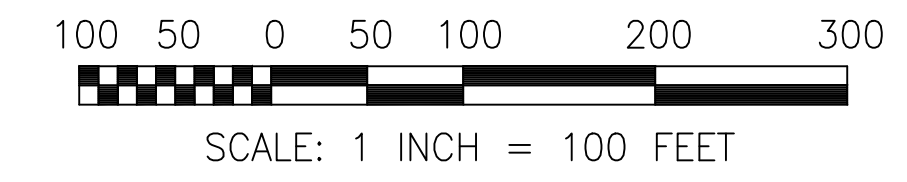
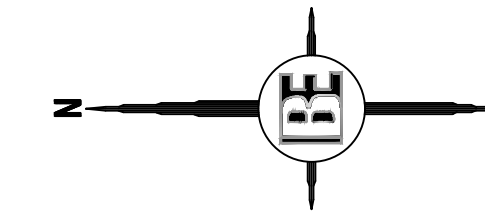
3121 E. GRAND RIVER AVE.
HOWELL, MI. 48843
800.246.6735 FAX 517.548.1670

DRAWING INDEX	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	SURVEY PLAN
3	SURVEY PLAN
4	SITE PLAN (WEST)
5	SITE PLAN (EAST)
6	UTILITY PLAN (WEST)
7	UTILITY PLAN (EAST)
8	UNIT AREA & PERIMETER PLAN (WEST)
9	UNIT AREA & PERIMETER PLAN (EAST)

PROPOSED AS OF APRIL 16, 2018
UNITS 1-18, 63-64 & 110-118 MUST BE BUILT
UNITS 19-62 & 65-109 NEED NOT BE BUILT

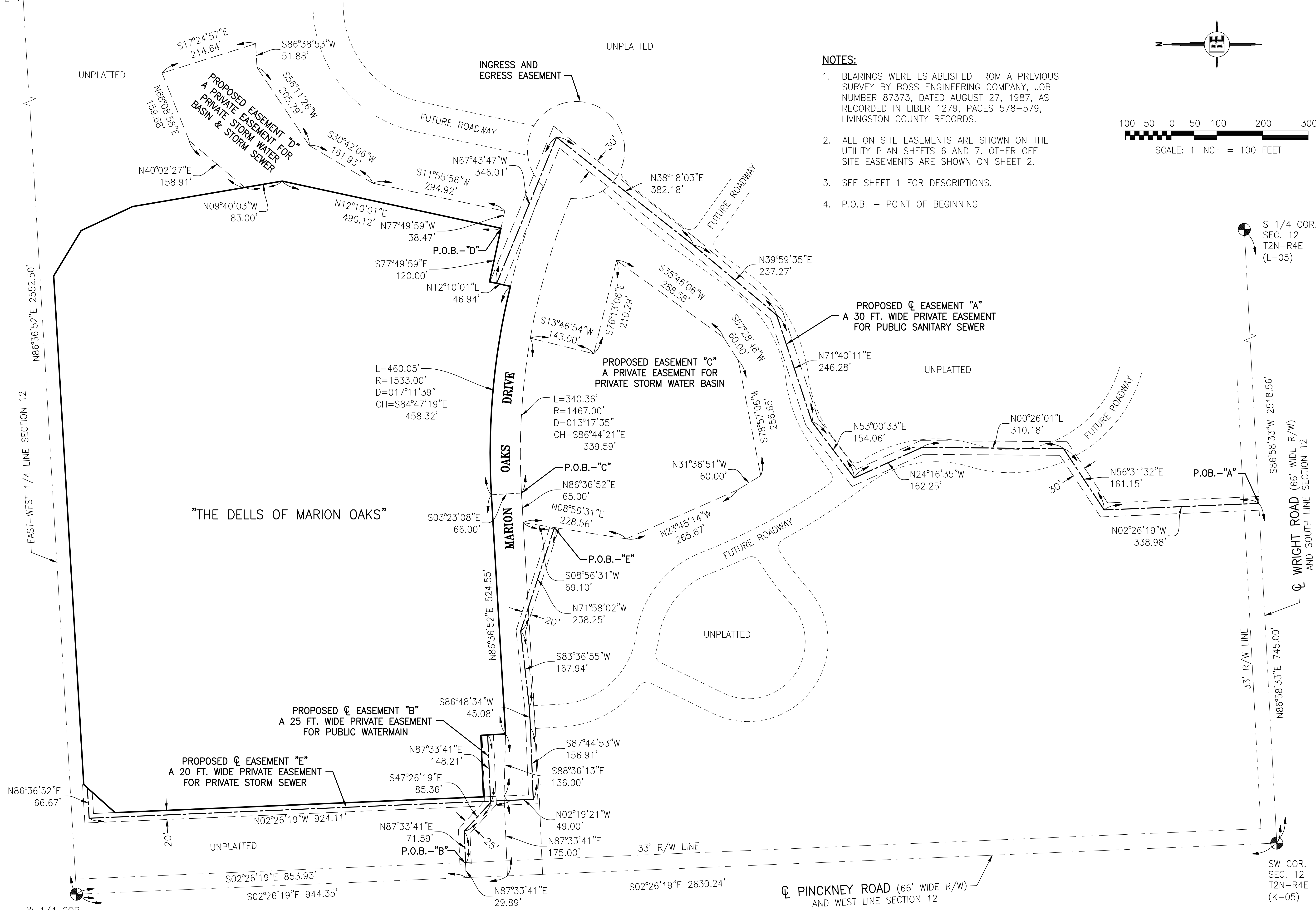
SURVEY PLAN

CENTER
SEC. 12
T2N-R4E
(L-04)



NOTES:

1. BEARINGS WERE ESTABLISHED FROM A PREVIOUS SURVEY BY BOSS ENGINEERING COMPANY, JOB NUMBER 87373, DATED AUGUST 27, 1987, AS RECORDED IN LIBER 1279, PAGES 578-579, LIVINGSTON COUNTY RECORDS.
2. ALL ON SITE EASEMENTS ARE SHOWN ON THE UTILITY PLAN SHEETS 6 AND 7. OTHER OFF SITE EASEMENTS ARE SHOWN ON SHEET 2.
3. SEE SHEET 1 FOR DESCRIPTIONS.
4. P.O.B. - POINT OF BEGINNING



CLIENT	PROJECT	TITLE

NO	BY	DATE

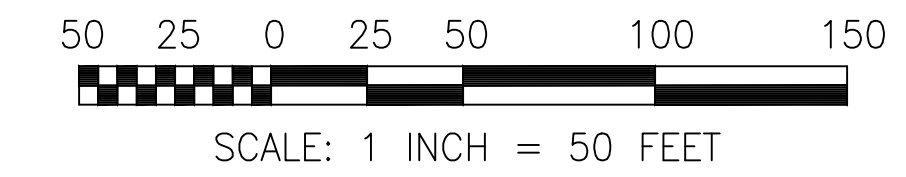
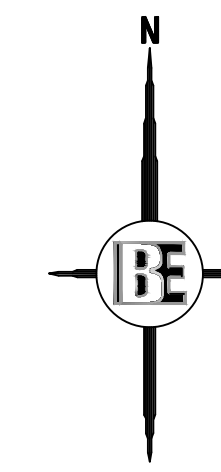
DESIGNED BY:	DRAWN BY:	CHECKED BY:
XX	WRW	

SCALE 1" = 100'
JOB NO. 17-293
DATE 04-16-18

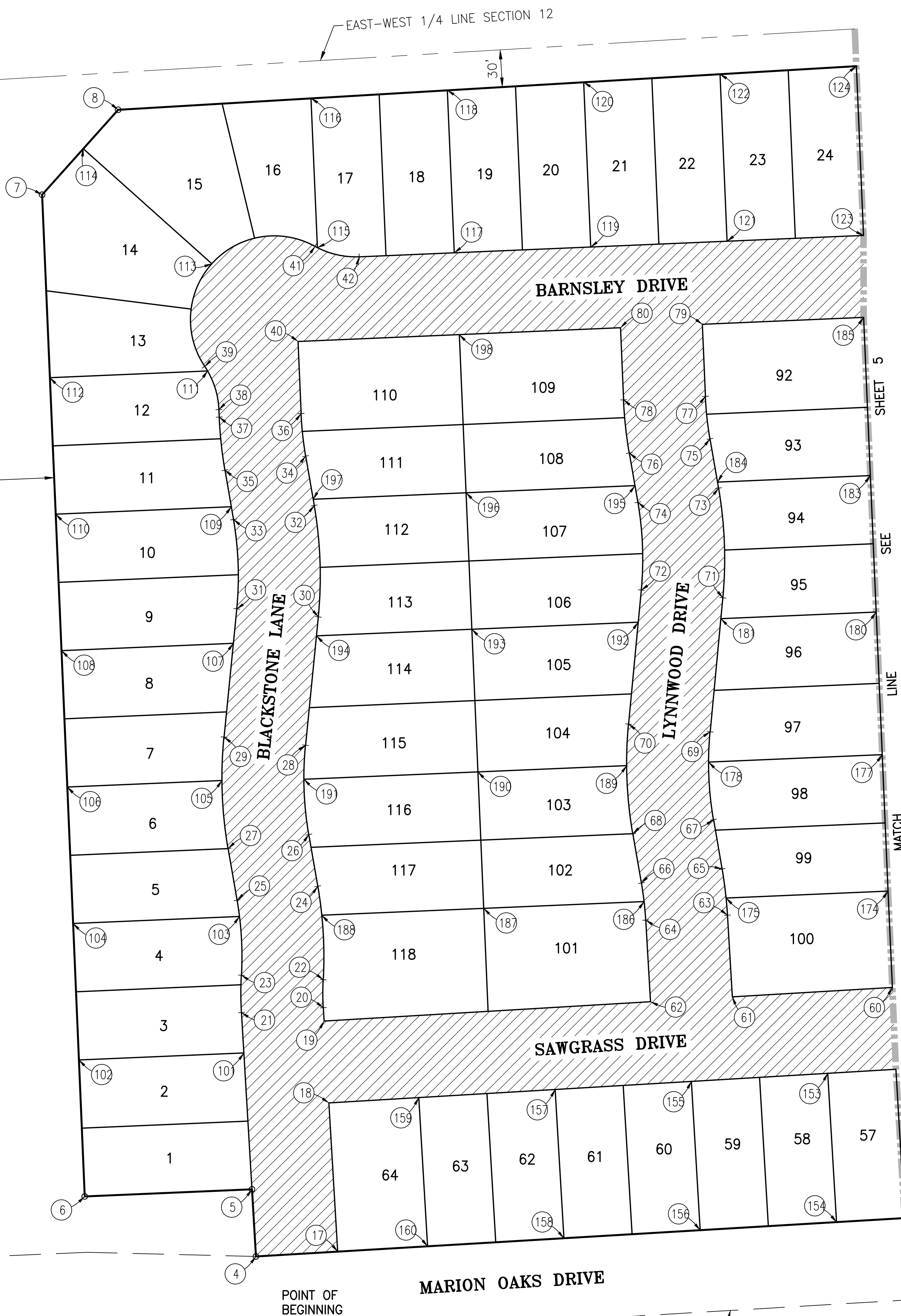
PROPOSED AS OF APRIL 16, 2018
UNITS 1-18, 63-64 & 110-118 MUST BE BUILT
UNITS 19-62 & 65-109 NEED NOT BE BUILT

G:\17-293\dwg\EXHIBIT B\17-293-D-X3.dwg, 5/30/2018 1:09:14 PM, william

SITE PLAN



W 1/4 COR.
SEC. 12
T2N-R4E
(K-04)



LIST OF COORDINATES			LIST OF COORDINATES			LIST OF COORDINATES		
NO.	NORTHING	EASTING	NO.	NORTHING	EASTING	NO.	NORTHING	EASTING
1	1373.90	1118.01	64	705.45	1782.96	120	1380.23	1732.99
4	434.54	1468.99	65	746.57	1844.53	121	1252.22	1848.54
5	488.61	1465.79	66	735.30	1779.50	122	1386.73	1842.81
6	482.87	1331.11	67	786.33	1837.63	123	1256.90	1958.44
7	1289.60	1296.76	68	775.05	1772.60	124	1393.22	1952.63
8	1358.04	1357.99	69	857.07	1834.89	153	582.00	1929.59
17	438.44	1534.87	70	863.27	1769.18	154	462.21	1936.67
18	558.23	1527.78	71	965.02	1845.09	155	575.50	1819.78
19	624.11	1523.89	72	971.23	1779.38	156	455.71	1826.86
20	634.84	1523.25	73	1053.24	1841.67	157	569.01	1709.97
21	630.94	1457.37	74	1041.97	1776.64	158	449.21	1717.06
22	657.38	1523.21	75	1093.00	1834.78	159	562.51	1600.16
23	661.03	1457.31	76	1081.72	1769.75	160	442.72	1607.25
24	732.70	1518.82	77	1127.26	1831.09	174	728.76	1978.18
25	721.43	1453.79	78	1124.45	1765.15	175	723.20	1847.73
26	774.32	1511.61	79	1185.31	1828.62	177	838.66	1973.50
27	763.04	1446.58	80	1182.50	1762.68	178	832.70	1833.71
28	846.30	1508.99	101	598.43	1459.29	180	953.55	1968.61
29	852.82	1443.31	102	592.77	1326.43	181	948.23	1843.50
30	949.59	1519.24	103	708.38	1455.73	183	1063.45	1963.93
31	956.11	1453.56	104	702.67	1321.75	184	1058.21	1840.81
32	1039.37	1515.97	105	817.88	1441.69	185	1190.84	1958.50
33	1028.10	1450.94	106	812.57	1317.07	186	720.39	1781.65
34	1079.13	1509.07	107	928.37	1450.80	187	714.89	1652.47
35	1067.85	1444.04	108	922.47	1312.39	188	709.33	1522.03
36	1113.39	1505.39	109	1038.40	1449.15	189	829.89	1767.71
37	1110.58	1439.45	110	1032.37	1307.71	190	824.79	1647.79
38	1116.56	1439.19	111	1147.68	1430.07	191	818.82	1507.68
39	1151.34	1427.77	112	1142.27	1303.03	192	945.39	1776.94
40	1171.44	1502.91	113	1234.00	1433.49	193	939.68	1642.90
41	1248.01	1516.55	114	1326.66	1329.91	194	934.35	1517.72
42	1239.60	1552.18	115	1246.99	1518.46	195	1055.38	1774.31
60	651.19	1981.63	116	1367.24	1513.34	196	1049.58	1638.22
61	643.57	1852.73	117	1242.86	1628.74	197	1044.34	1515.10
62	639.67	1786.85	118	1373.73	1623.16	198	1176.97	1632.80
63	709.34	1848.84	119	1247.54	1738.64			

- LEGEND:**
- CONCRETE MONUMENT 4" DIAMETER
36" LONG ENCASING 1/2" IRON ROD
 - 54 UNIT NUMBER
 - GENERAL COMMON ELEMENT
 - ④3 COORDINATE POINT W/
DESIGNATION NUMBER
 - SHEET MATCH LINE

PROPOSED AS OF APRIL 16, 2018
UNITS 1-18, 63-64 & 110-118 MUST BE BUILT
UNITS 19-62 & 65-109 NEED NOT BE BUILT

BEBOSS
Engineering
Engineers Surveyors Planners Landscape Architects
3121 E. GRAND RIVER AVE.
HOWELL, MI. 48843
800.246.6735 FAX 517.548.1670

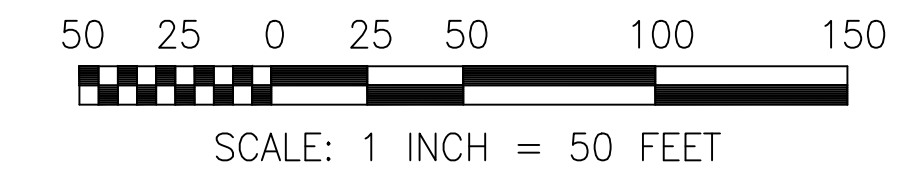
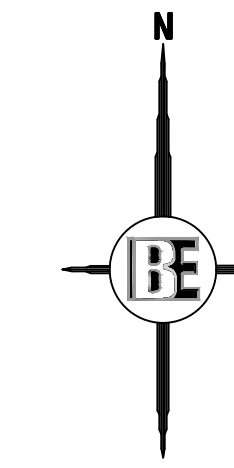
CLIENT: MARION OAKS DEVELOPMENT, L.L.C.
PROJECT: THE DELLS OF MARION OAKS
TITLE: SITE PLAN

NO	BY	DATE	REVISION

DESIGNED BY: ST
DRAWN BY: WRW
CHECKED BY:
SCALE: 1" = 50'
JOB NO. 17-293
DATE 04-16-18

PLOTTING INFORMATION
SHEET NO. **4**

UTILITY PLAN



UTILITY NOTES:

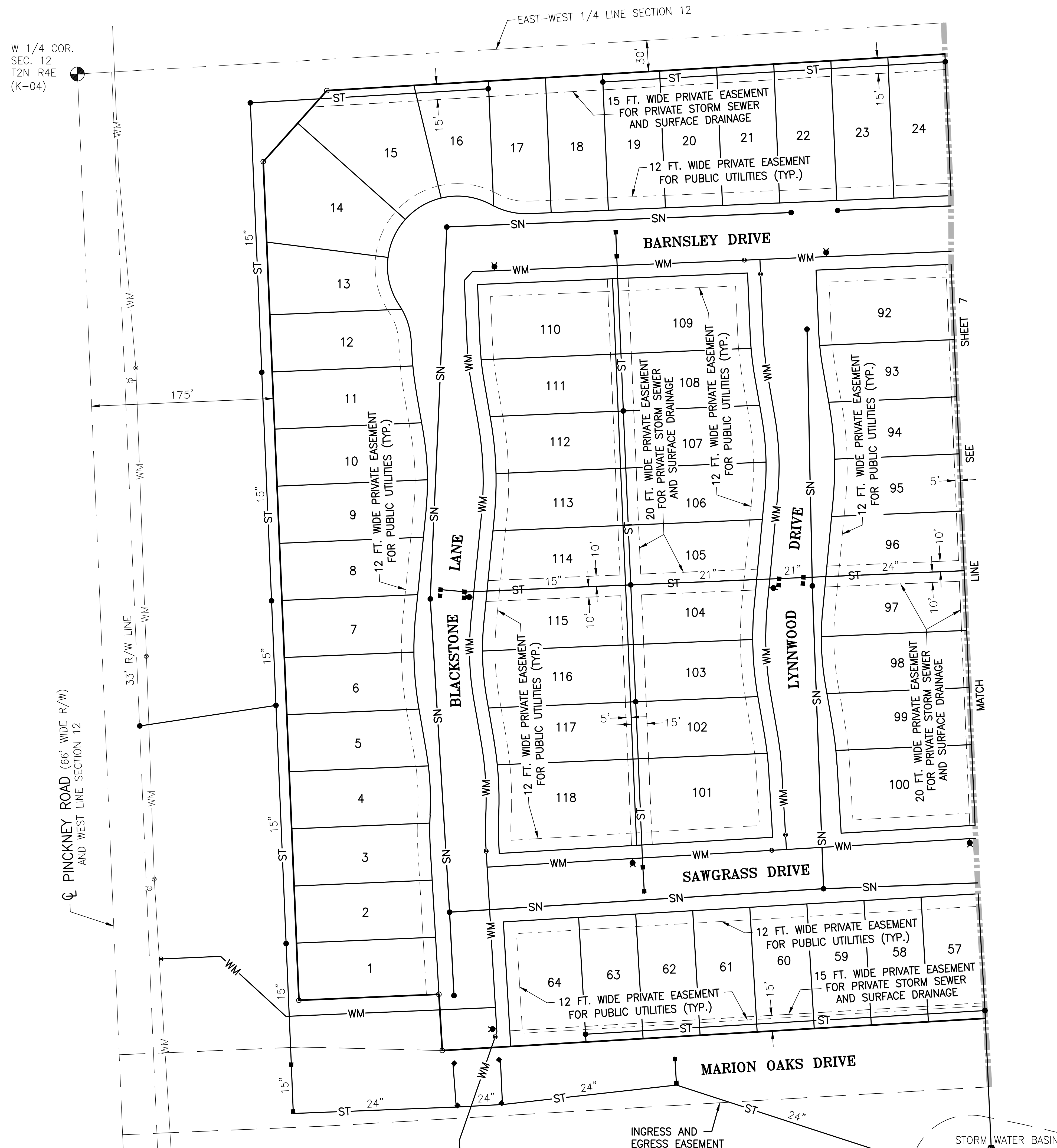
1. ALL STORM SEWER SHALL BE ADS N-12 PIPE, 12" DIA., WITH WATERTIGHT PREMIUM JOINTS, UNLESS OTHERWISE NOTED.
2. ALL SANITARY SEWER SHALL BE SDR-26 PVC PIPE, 8" DIA., UNLESS OTHERWISE NOTED. ALL SANITARY LEADS SHALL BE SDR-23.5 PVC PIPE, 6" DIA., UNLESS OTHERWISE NOTED.
3. ALL WATERMAIN SHALL BE CLASS 52 D.I.P., 8" DIA., UNLESS OTHERWISE NOTED. ALL WATER SERVICE LEADS SHALL BE PE SDR 9, 1" DIA., UNLESS OTHERWISE NOTED.
4. ALL UTILITY LOCATIONS SHOWN WERE TAKEN FROM BOSS ENGINEERING, MARION OAKS CONSTRUCTION PLANS, DATED APRIL 2018.
5. GAS - CONSUMERS ENERGY COMPANY
ELECTRIC - DTE ENERGY COMPANY
TELEPHONE - AT&T
CABLE TV - CHARTER SPECTRUM
6. UTILITY METERS SHALL BE PLACED ON EACH HOUSE AS THEY ARE CONSTRUCTED.
7. UNLESS OTHERWISE NOTED: ALL STORM SEWER IS PRIVATE AND SHALL BE MAINTAINED BY THE CONDOMINIUM ASSOCIATION; ALL SANITARY SEWER IS PUBLIC AND SHALL BE MAINTAINED BY THE TOWNSHIP OF MARION; ALL WATERMAIN IS PUBLIC AND SHALL BE MAINTAINED BY THE MARION, HOWELL, OCEOLA, GENOA (MHOG) WATER AUTHORITY.

THE LOCATION AND ELEVATION OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE DRAWINGS ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT LOCATION AND ELEVATION OF EXISTING UTILITIES AND PROPOSED UTILITY CROSSINGS IN THE FIELD PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY CONFLICTS ARE APPARENT OR IF THE LOCATION OR DEPTH DIFFERS SIGNIFICANTLY FROM THE PLANS.

LEGEND:

- CONCRETE MONUMENT 4" DIAMETER
36" LONG ENCASING 1/2" IRON ROD
- 54 UNIT NUMBER
- ST —●— STORM SEWER W/ MANHOLE AND CATCH BASIN
- SN —●— SANITARY SEWER W/ MANHOLE
- WM —●— WATERMAIN W/ GATE VALVE & HYDRANT
- — — SHEET MATCH LINE

PROPOSED AS OF APRIL 16, 2018
UNITS 1-18, 63-64 & 110-118 MUST BE BUILT
UNITS 19-62 & 65-109 NEED NOT BE BUILT

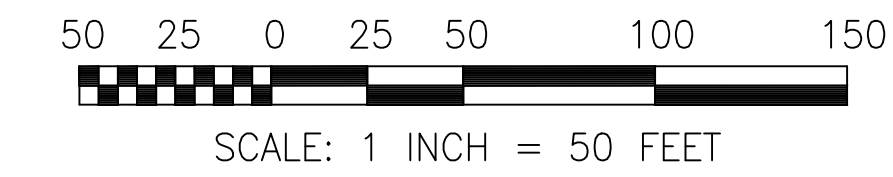
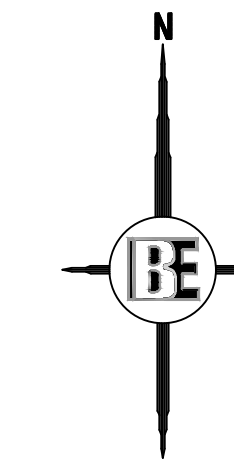


NO	BY	DATE	REVISION

DESIGNED BY: ST
DRAWN BY: WRW
CHECKED BY:
SCALE 1" = 50'
JOB NO. 17-293
DATE 04-16-18
PLOTTING INFORMATION
SHEET NO. 6

UTILITY PLAN

CENTER
SEC. 12
T2N-R4E
(L-04)



UTILITY NOTES:

1. ALL STORM SEWER SHALL BE ADS N-12 PIPE, 12" DIA., WITH WATERTIGHT PREMIUM JOINTS, UNLESS OTHERWISE NOTED.
2. ALL SANITARY SEWER SHALL BE SDR-26 PVC PIPE, 8" DIA., UNLESS OTHERWISE NOTED. ALL SANITARY LEADS SHALL BE SDR-23.5 PVC PIPE, 6" DIA., UNLESS OTHERWISE NOTED.
3. ALL WATERMAIN SHALL BE CLASS 52 D.I.P., 8" DIA., UNLESS OTHERWISE NOTED. ALL WATER SERVICE LEADS SHALL BE PE SDR 9, 1" DIA., UNLESS OTHERWISE NOTED.
4. ALL UTILITY LOCATIONS SHOWN WERE TAKEN FROM BOSS ENGINEERING, MARION OAKS CONSTRUCTION PLANS, DATED APRIL 2018.
5. GAS - CONSUMERS ENERGY COMPANY
ELECTRIC - DTE ENERGY COMPANY
TELEPHONE - AT&T
CABLE TV - CHARTER SPECTRUM
6. UTILITY METERS SHALL BE PLACED ON EACH HOUSE AS THEY ARE CONSTRUCTED.
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LEGEND:

- CONCRETE MONUMENT 4" DIAMETER
36" LONG ENCASING 1/2" IRON ROD
- 54 UNIT NUMBER
- ST —●— STORM SEWER W/ MANHOLE AND CATCH BASIN
- SN —●— SANITARY SEWER W/ MANHOLE
- WM —●— WATERMAIN W/ GATE VALVE & HYDRANT
- — — SHEET MATCH LINE

PROPOSED AS OF APRIL 16, 2018
UNITS 1-18, 63-64 & 110-118 MUST BE BUILT
UNITS 19-62 & 65-109 NEED NOT BE BUILT

BEBOSS
Engineering
Engineers Surveyors Planners Landscape Architects
3121 E. GRAND RIVER AVE.
HOWELL, MI. 48843
800.246.6735 FAX 517.548.1670

CLIENT: MARION OAKS DEVELOPMENT, L.L.C.

PROJECT: THE DELLS OF MARION OAKS

TITLE: UTILITY PLAN

NO	BY	DATE	REVISION

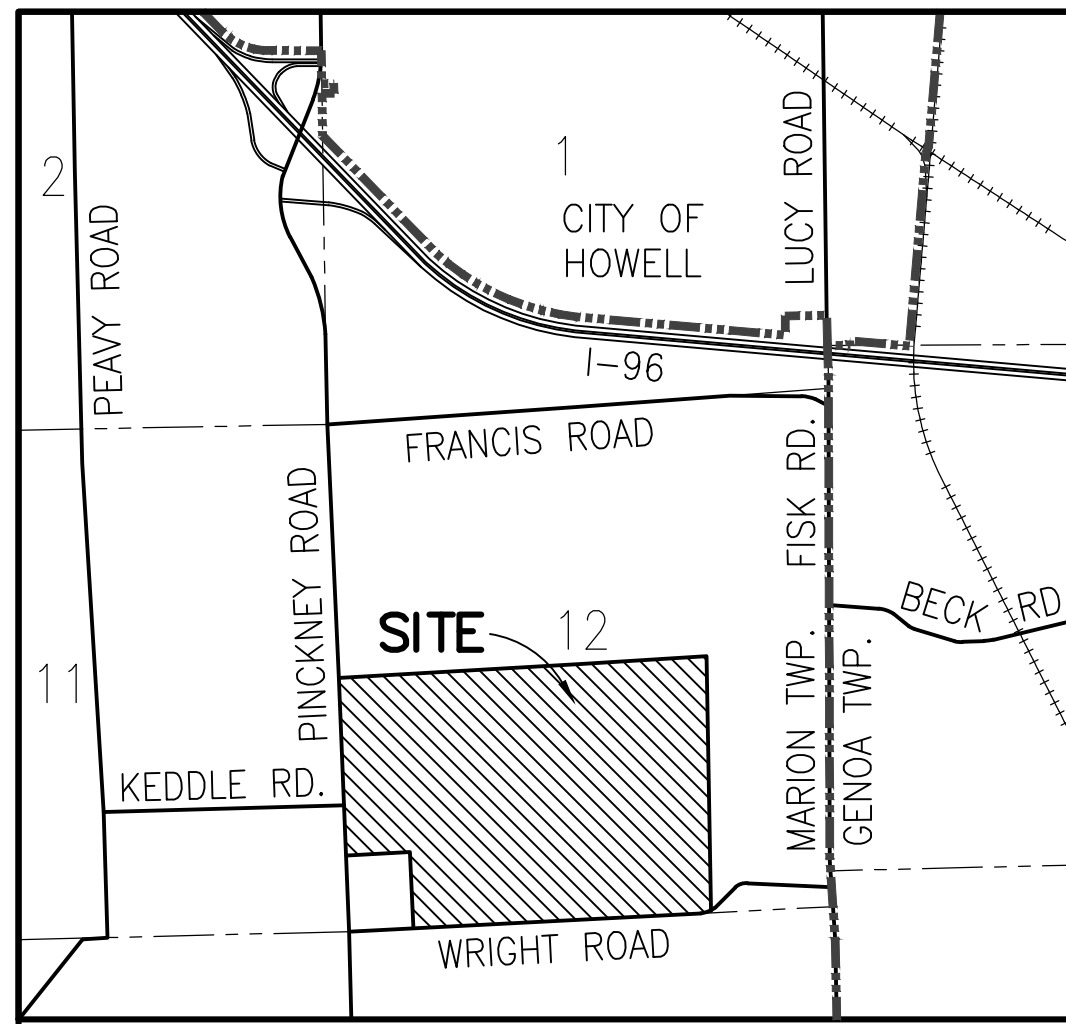
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DRAWN BY: WRW
CHECKED BY:
SCALE: 1" = 50'
JOB NO. 17-293
DATE 04-16-18

PLOTTING INFORMATION

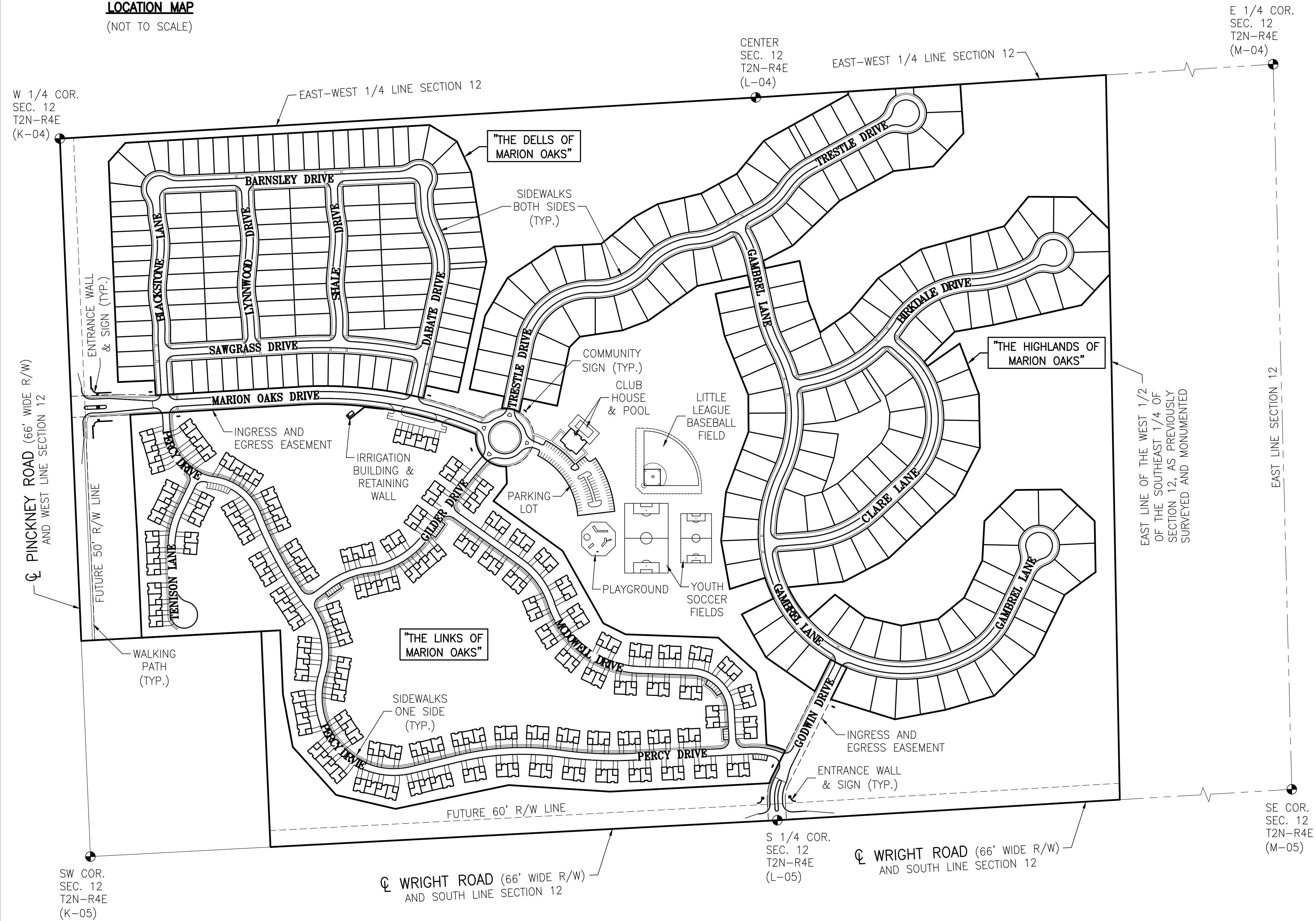
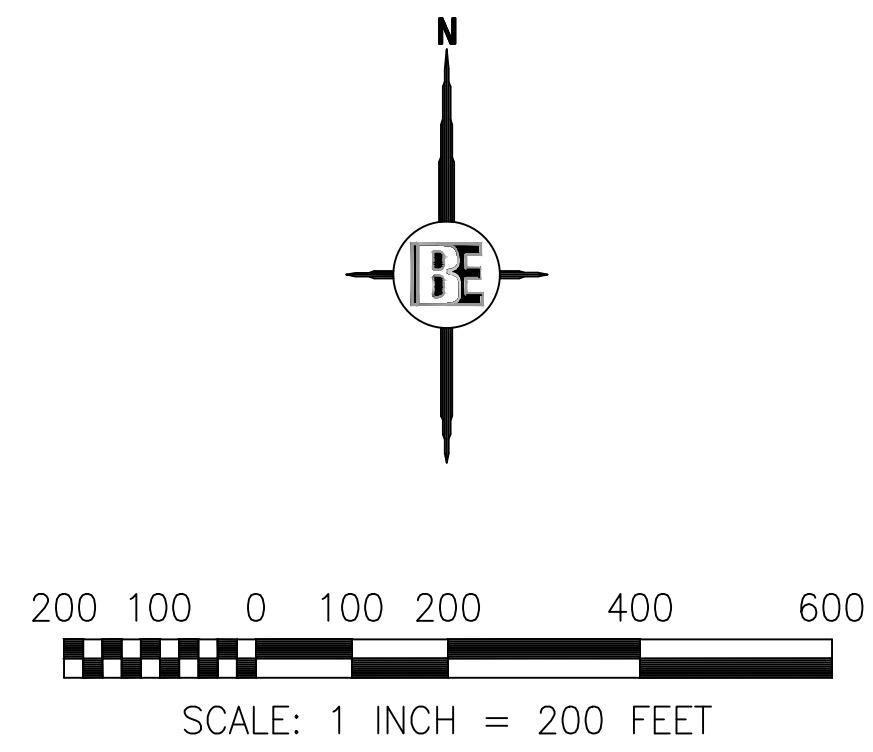
SHEET NO. 7

PROJECT SHARED ELEMENTS

EXHIBIT C



LOCATION MAP
(NOT TO SCALE)



SHARED ELEMENTS OF THE DEVELOPMENT

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

- The recreational component of the Development, as described in the Consent Judgment, which consists of a clubhouse, a pool, a playground, two (2) youth soccer fields, a little league baseball field, and a parking lot (the "Recreational Amenities");
- All roadways and emergency access drives throughout the Development; all easement interests appurtenant to the Development, including, but not limited to, easements for ingress, egress, and utility installation over, across, and through non-Development property or individual units; and the lawns, trees, shrubs, and other improvements not located within the boundaries of a unit or otherwise mandated by the Township;
- The electrical transmission mains and wiring throughout the Development up to the point of lateral connection for unit service, which is located at the boundary of a condominium unit, together with common lighting for the Development, if any, installed by the Developer or Project Association in its/their sole discretion;
- The telephone system throughout the Development up to the ancillary connection for unit service, which is located at the boundary of a unit.
- The gas distribution system throughout the Development, if and when it may be installed, up to the point of lateral connection for unit service, which is located at the boundary of the unit, but excluding the gas meter for a unit.
- The cable television and any other telecommunications systems throughout the Development, if and when it may be installed, up to the point of the ancillary connection for unit service, which is located at the boundary of the unit.
- The sidewalks, bike paths, and walking paths (collectively, "Walkways"), if any, installed by the Developer or the Project Association.
- All landscaping, sprinkler systems, berms, trees, plantings, and signage for the Development, Walkways, and other structures and improvements, if any, located within the land owned by the Project Association and/or located within any road rights-of-way throughout the Development, and the specific signage for each Condominium placed at the entrance to each Condominium.
- The storm water drainage system throughout the Development, including open-ditch drainage, below-ground and above-ground drainage systems, retention ponds, and detention ponds, if any, up to the point of unit service, which is located at the boundary of the unit.
- The sanitary sewer system throughout the Development will be dedicated to the Township; The water system throughout the Development will be dedicated to the Marion, Howell, Oceola, Genoa Water Authority ("MHOG").
- The landscaped islands, if any, within the roads in the Development, subject, however, to the rights therein of the public and any governmental unit.
- All easements (if any) that are appurtenant to and that benefit the Development pursuant to recorded easement agreements, reciprocal or otherwise.
- All mailboxes or mailbox systems, if any, installed by Developer or the Project Association.
- Such other elements of the Development not designated in this Section as Project Shared Elements that are not enclosed within the boundaries of a unit and that are intended for common use or are necessary for the existence, upkeep, or safety of unit owners of the Development.

BEBOSS
Engineering
Engineers Surveyors Planners Landscape Architects
3121 E. GRAND RIVER AVE.
HOWELL, MI. 48843
800.246.6735 FAX 517.548.1670

CLIENT: MARION OAKS DEVELOPMENT, L.L.C.
PROJECT: MARION OAKS DEVELOPMENT
TITLE: PROJECT SHARED ELEMENTS

NO	BY	CHK	REVISION	DATE

DESIGNED BY: ST
DRAWN BY: WRW
CHECKED BY:
SCALE: 1" = 200'
JOB NO. 17-293-1
DATE 08-01-18

PLOTTING INFORMATION

SHEET NO. **1**

PROPOSED AS OF AUGUST 1, 2018