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Genesee County, MI MAIL

MASTER DEED

SANDAL WOOD VILLAGE

A 23 UNIT CONDOMINIUM PROJECT LOCATED IN
THE CITY OF LINDEN, GENESEE COUNTY, MICHIGAN

PARENT PARCEL Tax ID No.: 61-17-300-010 AND 61-17-300-011

LEGAL VERIFIED
TLNA
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I hereby certify, based upon the records in my office, that there are no tax liens or titles held by the state, or by any individual, against the within description, and that all taxes due thereon have been paid for the 5 years next preceding the date of this instrument.
Deborah L Cherry
6/22/2021

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MASTER DEED
SANDAL WOOD VILLAGE

This Master Deed is made and executed on this 22 day of June, 2021, by Lexington Oaks Development Group, LLC, a Michigan corporation, whose office address is 1500 Fountain View, 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 and the Condominium Subdivision Plan attached hereto as Exhibit B (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 condominium project under the provisions of the Act.

NOW, THEREFORE, the Developer, by recording this Master Deed, hereby establishes Sandal Wood Village as a condominium project, as defined in Section 4 of the Act, and declares that Sandal Wood Village shall he 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 and B hereto, all of which shall be deemed to run with the land and be a burden thereupon 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 Sandal Wood Village, Genesee County Condominium Subdivision Plan No. 445. The Condominium Project is established in accordance with the Act. This Master Deed is made to establish the Condominium Project, which shall be known as Sandal Wood Village, and which is shown on the attached Exhibit B. The Condominium is established in accordance with the Act. 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 private road or a Common Element of the Condominium Project. 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.

ARTICLE II
LEGAL DESCRIPTION

The land that comprises the Condominium Premises established by this Master Deed is located in the City of Linden, County of Genesee, State of Michigan, and is legally described as follows:

Part of the Southwest ¼ of Section 17, Town 5 North, Range 6 East, City of Linden, Genesee County, Michigan, described as follows: Beginning at a point on the centerline of Linden Road which bears South 00 degrees 52 minutes 30 seconds East of 1052.98 (recorded as 1050.00 feet) from the Northwest corner of SPRING MEADOWS SUBDIVISION, Part of the Southwest ¼ of Section 17, Town 5 North, Range 6 East, City of Linden, Genesee County Michigan, described as follows: Beginning at a point on the centerline of Linden Road which bears South 00 degrees 51 minutes 30 seconds East 1052.98 (recorded as according to the plat thereof, recorded in Liber 33 of Plats, Page 34, Genesee County Records; thence continuing South 00 degrees 51 minutes 30 seconds East along the centerline of Linden Road, a distance of 210.0 feet; thence South 89 degrees 31 minutes 15 seconds West 395.43 feet (recorded as South 89 degrees 14 minutes 30 seconds West 395.48 feet); thence North 00 degrees 50 minutes 30 seconds West (recorded North 00 degrees 46 minutes 10 seconds West) a distance of 210.0 feet; thence North 89 degrees 31 minutes 15 seconds East 395.36 feet to the point of the beginning.

ALSO, Part of the Southwest ¼ of Section 17, Town 5 North, Range 6 East, City of Linden, Genesee County. Michigan, described as follows: Beginning South 0 degrees 51 minutes 30 seconds East 950 feet from Northwest corner of SPRING MEADOWS SUBDIVISION, according to the plat thereof, recorded in Liber 33 of Plats, Page 34, Genesee County Records; thence continuing South 0 degrees 51 minutes 30 seconds East 100 feet; thence South 89 degrees 14 minutes 30 seconds West 395.48 feet, thence North 0 degrees 46 minutes 10 seconds West 100 feet; thence North 89 degrees 14 minutes 30 seconds East 395 feet to place of beginning.

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 Association on behalf of the Co-Owners. Also subject to the easements and reservations established and reserved in Article VI and X below.

ARTICLE III
DEFINITIONS

Certain terms are utilized in this Master Deed and Exhibits A and B and are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, the Association Bylaws, and the rules and regulations established by the Association consistent with the Condominium Documents and the Act, and various deeds, mortgages, land contracts, easements, and other instruments affecting the establishment or transfer

of interests in Sandal Wood Village Condominium. 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 "Association" means the Sandal Wood Village Homeowners Association, which is the nonprofit corporation organized under Michigan law of which all Co-Owners within this Condominium shall be members, and which shall administer, operate, manage, and maintain the Project and the Common Elements in accordance with the Condominium Documents.

Section 3.3 "Board of Directors" or "Directors" shall mean the board of directors of the 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 Bylaws.

Section 3.4 "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 Association, as allowed under the Michigan Nonprofit Corporation Act.

Section 3.5 "Common Elements," where used without modification, means both the General Common Elements and Limited Common Elements described in Article IV below.

Section 3.6 "Condominium Documents" means this Master Deed and Exhibits A and B attached hereto, the Articles of Incorporation of the Association, and the rules and regulations, if any, of the Association, as any or all of the foregoing may be amended from time to time.

Section 3.7 "Condominium Premises" means the land described in Article II above, all improvements and structures thereon, and all easements, rights, and appurtenances belonging to Sandal Wood Village.

Section 3.8 "Condominium Project," "Condominium," "Project," or "Sandal Wood Village" are used synonymously to refer to Sandal Wood Village, as shown in the attached Exhibit B, and which is established by the recording of this Master Deed.

Section 3.9 "Condominium Subdivision Plan" means Exhibit B to this Master Deed. The Condominium Subdivision Plan depicts and assigns a number to each Unit and describes the nature, location, and approximate dimensions of certain Common Elements.

Section 3.10 "Consolidating Master Deed" means the amended Master Deed that shall describe Sandal Wood Village 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 Genesee 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 Genesee 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 Sandal Wood Village.

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 "Developer" means Lexington Oaks Development Group, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however, and wherever such terms are used in the Condominium Documents. 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. All development rights reserved to the Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer shall not serve to assign Developer's development rights unless the instrument of conveyance expressly so states or unless otherwise provided for by the Act.

Section 3.14 "Sandal Wood Village" means the Condominium established under the name Sandal Wood Village Site Condominium ("Site Condominium") by the recording of a certain Master deed in Genesee County Records, as the same may be amended and restated. The Site Condominium was designated as Genesee County Subdivision Plan No. 445.

Section 3.15 "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 3.16 "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 Co-Owners within the Condominium Project, subject to such charges as may be assessed to defray the cost of the operation thereof.

Section 3.17 "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 3.18 "Stormwater Drainage Facilities" means (i) the storm water drainage system and detention/sedimentation basin located within the Project, including the drainage easements, which are identified on Exhibit B to this Master Deed, and without limitation of the foregoing, any storm water system adjacent to or within the Project.

Section 3.22 "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 owners within the Development unaffiliated with the Developer exceed the votes that may be cast by the Developer.

Section 3.23 "City" means the City of Linden, located in the County of Genesee, State of Michigan.

Section 3.24 "Unit" or "Condominium Unit" each mean a single condominium unit in Sandal Wood Village, 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 decorated, repaired, renovated, restored, replaced, and maintained by the Association, and the costs of making installations in the General Common Elements (excluding those made by the Developer) shall be borne by the Association, subject to any provision in the Condominium Documents that expressly provide to the contrary. An easement for the use and enjoyment of all General Common Elements of the Condominium will be granted to the Association for the use and benefit of such General Common Elements by all Co-Owners. The General Common Elements for the Project include:

(a) All private roadways, off road parking spaces, 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; the lawns, trees, shrubs, and other improvements not located within the boundaries of a Unit in the Condominium Project; and all other land designated in Exhibit B as a General Common Element.

(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 Association in its/their sole discretion.

(c) 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.

(d) 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.

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

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

(g) The Storm Water Drainage Facilities located within 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 (collectively, the "Drainage Facilities").

(h) The sewer and water mains, manholes, and other structures throughout the project up to the point of lateral connection for Unit service located within or at the boundary of each Unit and excluding any meter for each Unit, all of which, including all necessary easement for related maintenance and repair, shall be dedicated to the City of Linden and its assigns.

(i) 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.

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

(k) Such other elements of the Condominium Project not designated as General Common 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 Co-Owners within the Condominium Project.

Some or all of the Drainage Facilities, utility lines, systems (including mains and services leads)

and equipment and/or the cable television and/or other telecommunications systems described above may be owned by or dedicated by the Developer to the local public authority or the company that is providing the pertinent service. Accordingly, such portion of the Drainage Facilities, utility lines, systems (including mains and services leads) and equipment and/or the cable television and/or other telecommunications systems, if and when constructed, shall be General Common Elements only to the extent of the Co-Owners' interest therein, if any, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

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, as identified on Exhibit B to this Master Deed, except to the extent a Limited Common Element is subject to an easement reserved elsewhere in this Mater Deed or any other instrument of record.

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 an attached garage and perhaps a porch or deck) will be constructed within each Unit depicted on Exhibit B. It is also anticipated that various improvements appurtenant to each such dwelling will or may also be added 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, patio, lawn, 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 any Limited Common Elements appurtenant thereto shall be borne by the Co-Owner of the Unit that is served thereby; provided, however, that the location and 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 during the Construction and Sales Period. Units shall be connected to electricity and natural gas by the Developer. 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 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. Except as elsewhere provided in this Master Deed, 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; and 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 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

Limited Common Elements that are to be installed, maintained, decorated, repaired, renovated, restored, and replaced at Co-Owner expense or, in proper cases, at Association expense.

(b) Association Responsibility for Portions of Units and Limited Common Elements. The 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. Unless otherwise provided for, nothing contained herein shall require the Association to undertake such responsibilities. Any such additional responsibilities undertaken by the 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 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 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 Association in such case shall not be responsible for any damage thereto arising as a result of the Association performing said Co-Owner's unperformed obligations. The Association shall be responsible for the following:

i. Landscaping. The Association shall be responsible for the maintenance (which shall include cutting the grass, fertilizing, trimming of shrubs, re-barking and replacing dead plantings), repair and replacement of lawns and landscaping installed by the Developer or with the approval of the Association except as described in (g) (and any replacements thereof by the Association), except for areas containing decks, patios, privacy areas, or other improvements as described in (g), which, in the sole discretion of the Association, are determined to be inaccessible to the landscaping maintenance equipment of the Association or its employees or contractors. The Developer shall plant 5 shrubs and 1 tree in front of each completed Unit. The Developer shall install a sprinkler system for each Unit. The Association shall maintain the sprinkler systems. The Association shall own the sprinkler heads and timers. Co-Owners, if having control over the sprinkler timer for heads surrounding their units, shall be responsible for the operation of the sprinkler system located on their Unit so as to preserve the grass, trees, and shrubs associated with their Unit.

ii. Driveways. The Association shall be responsible for the maintenance (which shall include snowplowing, shoveling Walkways, and spraying for weeds on driveways) of driveways appurtenant to each Unit as well as for all snowplowing with respect thereto.

iii. Trash. Trash removal shall be paid for by the Association with a company determined by the Association.

(c) Common Lighting. The Developer and/or the 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 Section 4.1 of this Master Deed. Some of the common lighting

may be installed within the General Common Elements. The cost of electricity for common lighting shall be paid by the Association. Said fixtures shall be maintained, repaired, renovated, restored, and replaced and light bulbs furnished by the Association. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Association in its discretion if not mandated by the City. 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 Association, and shall remain lit at all times determined by the Association.

(d) Roads. The Private Roads are private roads which are not required to be maintained by the City or the Genesee County Road Commission. The Association is responsible for the maintenance, snow plowing and ice removal, repair, replacement, and/or resurfacing of the Private Roads. It is the Association's responsibility to inspect and to perform preventative maintenance of said Private Roads on a regular basis in order to minimize the repair and replacement costs. Each Co-Owner acknowledges that the Private Roads are not built to county or City standards relative to a reduced right of way and road width, and therefore they shall remain private roads in perpetuity. Any costs incurred by the Association in performing its obligations under this Section 4.3(d) shall be prorated equally among the Co-Owners of all Units, and the Association shall assess such Co-Owners as frequently as need be and in a manner established by the Association's Board of Director or a part of the annual assessments described in the Bylaws attached hereto as Exhibit A. It the City finds it necessary to maintain the roads, then costs expended by the City for maintenance shall be prorated equally among all Co-Owners of the Units in the Project and billed by the City to the persons showing upon the last tax records to the owners of said Units. The City may add to the cost of maintenance a sum not to exceed twenty-five percent (25%) thereof to cover the City's overhead and administrative needs. All such statements shall be due and payable within thirty (30) days of receipt and any statement not paid shall become a lien and encumbrance upon the Unit with respect to which the statement is made. The Association is obligated to monitor the roads to prevent anyone from parking on the street. Fines of $200.00 are to be assessed to owners if they or their guests violate the no parking on the road signs. Owners are responsible for their guest's parking violations. This obligation is made part hereof as a solution to the Fire Marshall's concern to be able to safely and quickly navigate the street in case of an emergency.

(e) Sidewalks and Pathways. The Association shall be responsible for the maintenance, repair, and replacement of such sidewalks and pathways as may be constructed and installed within the Condominium, and the cost thereof shall be included in the administrative costs covered by the assessment collected by the Association pursuant to Article II of the Bylaws.

(f) Storm Water Drainage Facilities. The Association shall be responsible for maintaining, repairing, and/or replacing, as necessary, the Storm Water Drainage Facilities.

(g) Lawn and Landscape Maintenance within Units. Except as otherwise expressly provided in this Master Deed, the costs of maintaining individual lawns and all front landscaping in front or about a Unit shall be borne by the Association. A Co-Owner shall be responsible for maintaining additional landscaping contained within a General Common Element that is

appurtenant to such Co-Owner's Units and installed by the Co-Owner after obtaining written permission from the Developer or the Association.

(h) 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 Association undertaking its rights or responsibilities as set forth in this Section 4.3 shall be repaired at the Association's expense.

(i). *City Responsibility for Maintenance and Repair and Assessments.* The City has no responsibility to maintain, upkeep or repair any unit in the condominium that it acquires in foreclosure. It also has no liability or responsibility to contribute to dues, assessments, special assessments, remedy previous fines or unpaid dues or assessments or be responsible for any default remedies imposed on any unit it acquires through foreclosure. The City may undertake repairs necessary for the health, safety, and welfare, whether emergencies or otherwise but has no obligation to do so. Any undertakings by the City will be charged to the Association.

Section 4.4 Use of Units and Common Elements. No Co-Owner shall use its Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner that will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of his Unit, the Common Elements, or Easements. 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. In addition, no Co-Owner shall be entitled to construct or install any Appurtenance on or within any General Common Element, the Roadway Easement, or any other easements established pursuant to the Master Deed without the prior written approval of the Developer or the Association.

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 City of Linden, Genesee County, Michigan. There are twenty-three (23) Units in the Condominium Project.

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 Percentage of Value assigned to each Unit shall be

determinative of each Co-Owner's respective share of the General Common Elements of the Project, the proportionate share of each Co-Owner in the proceeds and expenses of the Association's administration, and the value of such Co-Owner's vote at meetings of the Association of Co-Owners. The total of the Percentages of Value for all of the Units in the Condominium Project is one hundred percent (100%).

ARTICLE VI
EASEMENTS AND RESERVATIONS

In addition to such easements and such other easements as are granted or reserved in this Master Deed, the following easements are established:

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 City or other local government authority, 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 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 City and any other appropriate governmental bodies, and all future owners of any land contiguous to the Condominium 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 City, as well as any amendments thereto approved in writing by the City. If any portion of the Condominium Premises shall he 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. Except as otherwise provided in this Master Deed, the Co-Owners

shall be required from time to time to pay their proportionate share of the expenses of maintaining utility improvements installed within the Condominium (to the extent said expenses are not the responsibility of a governmental agency or public utility).

(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 Facilities, 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 City, as well as any amendments thereto approved by the City. The beneficiaries of the easements granted pursuant to this provision may include the owners and developers on any land included within the Condominium Project. The Developer and its successors and assigns shall also have the right, in furtherance of its construction, development, and sales activities, to go over and across, to permit its agents contractors, subcontractors, and employees to go over and across, any portion of the Common Elements from time to time as Developer may deem necessary for such purposes and to connect or expand any easements as may be desirable to develop to Condominium. The Developer reserves the right to assign any such easements to governmental units or public utilities or, as to the Storm Water Drainage Facilities, 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.

(c) Ingress and Egress Easements. The Developer reserves for itself, its successors, and its assigns, the owners of all land within the Sandal Wood Village, including any and all expansion areas, and all of their successors and assigns, a nonexclusive easement for ingress and egress on, over, and across the private roads constructed within the Condominium, but only to the extent reasonably required for the development and construction of their respective developments. If any portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted under this subsection, the party responsible for such disturbance shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance.

Section 6.3 Grant of Easements by Association. The 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 City. 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 after the end of the Construction Sales Period. Easements for dedicated public utility services shall not be modified in the absence of prior written consent of the City.

Section 6.4 Grant of Easements and License to Association. The Association, acting through its Board of Directors, and all Co-Owners are hereby granted easements, licenses, rights-of-entry, and rights-of-way to and over, under, and across the Common 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 Co-Owners. 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 Association, the City, 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 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 Association.

Section 6.6 Telecommunications Agreements. The 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 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 Association except for funds previously advanced by Developer, for which the Developer has a right of reimbursement from the Association.

Section 6.7 *School Bus and Emergency Vehicle Access Easement*. Developer reserves for the benefit of the City, any private or public school system, and any emergency service agency an easement over all roads in the Condominium for use by the City, 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, nor shall the foregoing confer upon members of the public any right to use the easement described herein.

Section 6.8 *Easements with Respect to the Sandal Wood Village Community*. There shall be a permanent, non-exclusive easement for the use of the private roads and sidewalks within the Condominium by the owners of such units as may be established within the Site Condominium. The owners of units in the Site Condominium and their family members, guests, and tenants shall have use and enjoyment rights with the Co-Owners and their family members, guests, and tenants.

Section 6.9 *Association Assumption of Obligations*. The 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 upon assignment by the Developer.

Section 6.10 *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 City.

ARTICLE VII
AMENDMENT

This Master Deed, the Bylaws, and the Condominium Subdivision Plan may be amended upon the approval of the City and with the consent of two-thirds (2/3) of the CO-Owners except as hereinafter set forth:

Section 7.1 *Co-Owner Consent*. Except as otherwise specifically provided in this Master Deed or Bylaws, no Unit dimension may be modified in any material respect without the consent

of the Co-Owner and mortgagee of such Unit and the City.

Section 7.2 By Developer. In addition to the right of amendment provided to the Developer in the various Articles of this Master Deed, the Developer may, within two (2) years following the expiration of the Construction and Sales Period, and without the consent of any Co-Owner, mortgagee, or another person other than the City, whose prior written consent shall in all events be required, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other error made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A that do not materially affect the rights of any Co-Owners or mortgagees in the Project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-Owner and to enable the purchase of 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, or the Department of Housing and Urban development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 7.3 Change in Value of Vote, Maintenance Fee, and Percentages of Value. The value of the vote of any Co-Owner and the corresponding proportion of common expenses assessed against such Co-Owner shall not be modified without the written consent of such Co-Owner and his mortgagee, nor shall the Percentage of Value assigned to any Unit shall be modified without such consent, except as provided in Article V, Section 5.4(c) of the Bylaws and except as reasonably required in connection with the exercise of the rights reserved to the Developer in Articles XI, XII, and XIII of this Master Deed.

Section 7.4 Mortgagee Approval. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the Condominium Documents without approval of any mortgagee, unless the amendment would materially alter or change the rights of a mortgagee, in which event two-thirds (2/3) if the mortgagees shall approve such amendment; provided that the rights of mortgagees to vote on any amendment to this Master Deed shall be governed and limited by the provisions of Section 90(1) of the Act.

Section 7.5 Developer Approval. During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the prior written consent of the Developer.

Section 7.6 City Approval. Notwithstanding any provision of the Condominium Documents to the contrary, no amendment shall be made to the Master Deed, the Bylaws, and/or the Condominium Subdivision Plan without the prior written approval of the City; provided that such prior written approval shall not be unreasonably withheld or delayed.

ARTICLE VIII
DEVELOPER'S RIGHT TO USE FACILITIES

The Developer, its agents, representatives, employees, successors, and assigns shall, 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 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, subject to the approval of the City, in accordance with Section 48 of the Act and this Article IX; 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 City, whose written consent must be obtained, modify the size, location, or configuration of Units or other General or Limited Common Elements appurtenant or geographically proximate to any Units as described in the Condominium Subdivision Plan attached hereto as Exhibit B 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 City) 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 City) 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 City, 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 City) 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 City) 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.

Section 9.4 Additional Landscaping. The Association shall be responsible for maintenance of any and all landscaping installed by the Developer in the General Common Elements. Co-Owners of Units which have appurtenant Limited Common Elements may, with the prior approval of the Developer during the Construction and Sales Period and the Association following the Transitional Control Date, install additional landscaping within the Limited Common Elements. In such event, the Co-Owner shall be responsible for all maintenance of the additional landscaping installed by a Co-Owner within the Limited Common Elements shall be reasonably compatible with the landscaping existing within the General Common Elements within the Condominium Project. Neither Developer nor the Association shall be responsible for replacing any landscaping installed by a Co-Owner within the Limited Common Elements.

ARTICLE X
CONVERTIBLE AREAS

Section 10.1 Designation of Convertible Areas. The Common Elements and all Units in the Project are designated in this Master Deed and on the Condominium Subdivision Plan as "Convertible Areas" within which the Units and Common Elements may be modified as provided herein.

Section 10.2 Reservation of Rights to Modify Units and Common Elements. The Developer

reserves the right, in its sole discretion but subject to prior approval of the City, during a period ending no later than six years from the Original Recording Date, to enlarge, modify, merge, or extend Units and/or Common Elements to locate and relocate driveways and/or to construct privacy areas, courtyards, atriums, patios, decks, and other private amenities, 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. Any private amenity other than a Unit extension shall be assigned by the Developer as a Limited Common Elements appurtenant to an individual Unit. Any of the foregoing will require prior written approval of the City. 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 10.3 Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project, as determined by the Developer in its sole discretion.

ARTICLE XI
PARTY WALL

Section 11.1 Party Wall. Any wall partition that is built as a part of the dwelling contained within any Unit separating such dwelling from the dwelling located on the adjoining Unit and placed on the boundary line between Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 11.2 Repair and Maintenance. The costs of reasonable structural repair and structural maintenance of the party wall shall be borne by the Association. The cost of maintenance and repair of the exterior of the party wall, including, without limitation, such attachments as insulation, wiring, and drywall plaster, shall be borne by the Co-Owner who makes use of or solely benefits from such portion.

Section 11.3 Destruction of Party Wall. If the party wall is damaged or destroyed by fire or casualty due to Acts of God, the Association shall restore the wall to substantially its condition

prior to such casualty and the expense of such restoration shall be borne by the Association.

Section 11.4 *Co-Owners Responsibility for Repair*. In the event the party wall is damaged or destroyed through the act or omissions of a Co-Owner, occupant, or guest (whether or not such act or omissions is negligent or otherwise culpable) so as to derive the adjoining Co-Owner of the full use and enjoyment of such wall, then the Co-Owner causing such damage shall proceed to rebuild and repair the wall to substantially as good a condition as existed immediately prior to such damage or destruction and such responsible Co-Owner shall bear the entire expense thereof including, if applicable, the expense of restoration of the interior, including damaged attachment, of the party wall benefiting the other Co-Owner. All such construction, however, shall be subject to the prior review and approval of the Board of Directors and the building Department.

Section 11.5 *Right of Contribution*. The right of any Co-Owner to contributions from any other Co-Owner under this Article for repairs made for damage caused by another Co-Owner shall be appurtenant to the land and shall pass to such Co-Owner's successor in title.

Section 11.6 *Modification of the Party Wall*. In addition to meeting other requirements of these restrictions and of any building code or similar regulations or ordinances, any Co-Owner proposing to modify, make additions to, or rebuild improvements in his Unit in any manner that requires any alteration of the party wall shall first obtain the written consent of the adjoining Co-Owner to such modification of the party wall. This consent shall be in addition to the approval required from the Association hereunder and the written approval of the appropriate building department as evidenced by obtaining a permit.

Section 11.7 *Easement*. The Association shall enjoy a perpetual easement for the continued use and support of those portions of the party wall lying within the boundaries of an adjoining Unit.

ARTICLE XII
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 Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Genesee County Register of Deeds.

ARTICLE XIII
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 XIV
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.

ARTICLE XV
TERMINATION

The Condominium Project may not be terminated, vacated or abandoned without written consent from the City of Linden, the written consent of the Developer during the Construction Sales Period and the voted consent of at least eighty-five percent (85%) of the Co-Owners.

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

Lexington Oaks Development Group, LLC

Mary Mitchell

By: Mary Mitchell
Its: Manager

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this 22nd day of June, 2019, by Mary Mitchell, as Manager of Lexington Oaks Development Group, LLC, on behalf of said company.

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

DRAFTED BY AND WHEN RECORDED RETURN TO:
Mary Mitchell
Lexington Oaks Development Group, LLC
1500 Fountain View Dr.
Brighton, MI 48114

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EXHIBIT "A"

CONDOMINIUM BYLAWS

SANDAL WOOD VILLAGE ASSOCIATION

EXHIBIT "A"

CONDOMINIUM BYLAWS

SANDAL WOOD VILLAGE CONDOMINIUM ASSOCIATION

ARTICLE I
ASSOCIATION OF CO-OWNERS

Section 1.1 *Formation; Membership*. Sandal Wood Village (the "Condominium"), a residential condominium project located in the City of Linden, Genesee County, Michigan, shall be administered by the Sandal Wood Village Homeowners Condominium Association, which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan. The Association shall be responsible for the management, maintenance (which term, for purposes of these Bylaws, shall also mean decoration, repair, renovation, restoration and replacement, unless otherwise specified), operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Condominium Bylaws referred to in the Master Deed and required by Section 53 of the Act and the Association Bylaws provided for under the Michigan Non-Profit Corporation Act. Each Co-Owner shall be a Member in the Association and no other person or entity shall be entitled to membership. Co-Owners are sometimes referred to as "Members" in these Bylaws. A Co-Owner's share of the Association's funds and assets cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall retain in its files current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project, all of which shall be available at reasonable hours for review by Co-Owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-Owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Units therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the Condominium Documents.

Section 1.2 *Definitions*. Capitalized terms used in these Bylaws without further definition shall have the meanings ascribed to such terms in the Master Deed or the Act unless the context dictates otherwise.

Section 1.3 *Conflicts of Terms and Provisions*. In the event there exists any conflict among the terms and provisions contained within the Master Deed or these Bylaws, the terms and provisions of the Master Deed shall control.

ARTICLE II
ASSESSMENTS

Section 2.1 *Assessments Against Units and Co-Owners*. All expenses arising from the management, administration and operation of the Association in accordance with the authorizations and responsibilities prescribed 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 provisions of this Article II. The Association is not responsible to maintain any portion of those Units owned by the Developer that are unsold. In the event the Developer elects to rent a Unit while it is unsold, then Developer shall pay its proportionate share while said Unit is rented. Except for the previous sentence, the Developer is not responsible to pay any dues or assessments at any time, and is only responsible for its share of General Common area insurance.

Section 2.2 *Assessments for Common Elements*. All costs incurred by the Association to satisfy any liability or obligation arising from, caused by, or connected with the General Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project and all sums received as the proceeds of or pursuant to any policy of insurance securing the interest of the Co-Owners against liabilities or losses arising within, caused by, or connected with the General Common Elements, the Easements, or the administration of the Condominium Project, shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act. Additionally, all costs incurred by the Association to satisfy any liability or obligation arising from, caused by, or connected with any Limited Common Elements shall constitute expenditures the administration of the Project, and all sums received as the proceeds of, pursuant to, any policy of insurance securing the interest of the Co-Owners against liabilities or losses arising within, caused by, or connected with the Limited Common Elements shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act, which shall be allocated only to those Units appurtenant to the applicable Limited Common Element

Section 2.3 *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 ("Budget") in advance for each fiscal year and such Budget shall project all expenses for the ensuing year which may be required for the proper operation, management and maintenance of the Condominium Project. An adequate reserve fund for maintenance of the Common Elements that must be repaired or replaced on a periodic basis shall be established in the budget and must be funded by regular periodic payments as set forth in Section 2.4 below, rather than by 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 subparagraph may prove to be inadequate for the Project, the Association of Co-Owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserves should be established for other purposes from time to time. Upon adoption of a Budget by the Board of Directors, copies of the Budget shall be delivered to each Co-Owner and the assessment for said year shall be established based upon said Budget. The applicable monthly dues as levied shall constitute a lien against all Units as of the first day of the

month. Failure to deliver a copy of the Budget to each Co-Owner shall not affect or in any way diminish such lien or the liability of any Co-Owner for any existing or future dues. Should the Board of Directors at any time determine, in its sole discretion, that the dues levied are or may prove to be insufficient: (1) to pay the actual costs of the Condominium Project's operation and management, (2) to provide for maintenance of existing Common Elements, (3) to provide additions, restoration, renovation and replacement to the Common Elements not exceeding five thousand dollars ($5,000.00) annually for the entire Condominium Project, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessments and to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-Owner or mortgagee consent, to levy assessments for repair, restoration, renovation and replacement in the event of casualty, pursuant to the provisions of Section 5.4 below. The discretionary authority of the Board of Directors to levy dues or assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and its Members, and shall not be enforceable by any creditors of the Association or its Members.

(b) Special Assessments. Special assessments, in addition to those required in Section 2.3(a) above, may be made by the Board of Directors from time to time, subject to Co-Owner approval 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 a cost not exceeding five thousand dollars ($5,000.00) for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.6 below, or (3) assessments for any other appropriate purpose that could not be covered by the annual assessment. Special assessments referred to in this subparagraph (b) (but not including assessments referred to in Section 2.3(a) above, which shall be levied in the sole discretion of the Board of Directions) shall not be levied without the prior approval of the Co-Owners representing sixty (60%) percent of more of all Co-Owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and its Members and shall not be enforceable by any creditors of the Association or its Members.

(c) *Remedial Assessments*. . If any Co-Owner fails to provide proper maintenance of any Limited Common Element that is appurtenant to his Unit or any improvement within his Unit, which failure, in the reasonable opinion of the Board of Directors adversely affects the appearance of the Condominium Project as a whole, or the safety, health or welfare of the other Co-Owners of the Condominium Project, the Association may, following notice to such Co-Owner, take any actions reasonably necessary to provide such maintenance for the applicable Limited Common Element or Unit and the cost thereof shall be assessed against the Co-Owner who has the responsibility under the Master Deed or these Bylaws to maintain such Limited Common Element or Unit. The Association may also take the actions permitted under Section 4.3(b) of the Master Deed, and the cost(s) thereof shall be assessed as provided in said Section 4.3(b).

(d) *Working Capital Contribution*. Any Co-Owner who acquires a Unit from the Developer shall pay to the Association; on the date said Unit is conveyed to the Co-Owner $300.00 plus the prorated monthly dues. The $300.00 constitutes a one-time non-refundable contribution to the Association's working capital account.

Section 2.4 Apportionment of Assessments and Penalty for Default. Unless otherwise provided by these Bylaws or in the Master Deed, all dues levied against the Co-Owners to cover management, maintenance, operation and administration expenses shall be apportioned among and paid by each Co-Owners in accordance with the respective Percentages of Value allocated to each Co-Owner's Unit in Article V of the Master Deed, without adjustment for the use or non-use of any or all of the Common Elements. Monthly dues determined in accordance with Section 2.3(a) above shall be paid by Co-Owners on the first day of the month commencing with the acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit. A Co-Owner shall be in default of his dues obligations if he fails to pay any monthly installment when due. A late charge not to exceed twenty-five ($25.00) dollars per month shall be assessed automatically by the Association upon any dues and assessments in default for ten (10) or more days until the assessment installments, together with the applicable late charges, are paid in full. Each Co-Owner (whether one (1) or more persons) shall be and remain personally liable for the payment of all dues and assessments (including fines for late payment and costs of collection and enforcement of payment) relating to his Unit which may be levied while such Co-Owner owns the Unit. Payments to satisfy all dues and assessments installments in default shall be applied as follows: first, to the costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; third, to the installments in default in the order of their due dates.

Section 2.5 Waiver of Use or Abandonment of Units. No Co-Owner may exempt himself from liability for his assessment obligations by waiving the use or enjoyment of any of the Common Elements or by abandoning his Unit.

Section 2.6 Liens for Unpaid Assessments. The sums assessed by the Association which remain unpaid, including but not limited to regular dues, special assessments, fines and late charges, shall constitute a lien upon the Unit or Units in the Project owned by the Co-Owner at the time of the assessment and upon the proceeds of sale of such Unit or Units. The lien upon each Condominium Unit owned by the Co-Owner shall be in the amount assessed against the Unit, plus any and all costs of collection, including attorney fees, and interest at the highest lawful rate that shall accrue from the date that the unpaid assessment was due. Any such unpaid sum shall constitute a lien against the Unit as of the first day of the month in which the dues, assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges which the Association may levy against any Co-Owner shall be deemed to be dues or assessments for purposes of this Section 2.6 and Section 108 of the Act.

Section 2.7 Enforcement.

(a) *Remedies.* In addition to any other remedies available to the Association, the Association may enforce the collection of delinquent dues or assessments by a suit at law or by foreclosure on the statutory lien that secures payment of assessments. In the event any Co-Owner defaults in the payment of any monthly dues installment levied against his Unit, the Association shall have the right to declare all unpaid installments of the dues or assessments immediately due and payable. A Co-Owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association until the default is cured; provided, however, this provision shall not operate to deprive any Co-Owner of ingress or egress to and from his Unit or the dwelling or other improvements constructed thereon.

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 payment or non-payment of dues or assessments in accordance with the provisions of Section 17.4 of these Bylaws. All of these remedies shall be cumulative and alternative.

(b) *Foreclosure Proceedings*. Each Co-Owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. In addition, each Co-Owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. EACH CO-OWNER OF A UNIT IN THE PROJECT ACKNOWLEDGES THAT AT THE TIME OF ACQUIRING TITLE TO SUCH UNIT, HE WAS NOTIFIED OF THE PROVISIONS OF THIS SUBPARAGRAPH AND HE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVED NOTICE OF ANY PROCEEDINGS BROUGHT BY THE ASSOCIATION TO FORECLOSE ANY ASSESSMENT LIENS BY ADVERTISEMENT AND WAIVED THE RIGHT TO A HEARING PRIOR TO THE SALE OF THE APPLICABLE UNIT.

(c) *Notices of Action*. Notwithstanding the provisions of Section 2.7(b), the Association shall not commence a judicial foreclosure action or a suit for a money judgment or publish any notice of foreclosure by advertisement until the expiration of forty-five (45) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-Owner at this last known address, of a written notice that one (1) or more dues or assessment installments levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies under these Bylaws if the default is not cured within forty-five (45) days from the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney 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 Genesee County Register of Deeds prior to the commencement of any foreclosure proceeding. If the delinquency is not cured within the forty-five (45) day period, the Association may take such remedial action as may be available to it under these Bylaws and under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall notify the delinquent Co-Owner of the Association's election and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) *Expenses of Collection*. The expenses incurred by the Association in collecting unpaid assessments, including interest at the highest lawful rate, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protects its lien, shall be chargeable to the defaulting Co-Owner and shall be secured by a lien on his Unit.

Section 2.8 *Liability of Mortgagees*. Notwithstanding any other provision of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessment or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit.

Section 2.9 *Developer's Responsibility for Assessments*. Neither the Developer, nor any of its successors and assigns, nor any builders that purchase a Unit to construct a dwelling thereon and not reside therein (collectively, "Assignee"), although a Member of the Association, shall be responsible at any time for the payment of Association dues or assessments, except with respect to Units owned by the Developer or its Assignee which contain a completed and occupied residential dwelling. A residential dwelling is complete when it has received a certificate of occupancy or its equivalent from the City of Linden Building Department (or such other appropriate governmental agency), and a residential dwelling is occupied if it is being utilized as a residence. In addition, in the event Developer or its Assignee is selling a Unit which a completed residential dwelling thereon by land contract to a Co-Owner, the Co-Owner shall be liable for all assessments and the Developer or its Assignee shall not be deemed the owner of the applicable Unit and shall not be liable for any assessments levied up to and including the date, if any, upon which Developer or its Assignee actually retakes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. However the Developer or its Assignee shall at all times pay the maintenance expenses pertaining to the Units that it owns and still not pay dues or assessments or the Developer may maintain the Unit itself by making his own maintenance or by contracting separately with any maintenance contractor hired by the Association. In no event shall the Developer be responsible for assessments for deferred maintenance, reserves for maintenance, capital improvements or other special assessments, except with respect to Units that are owned by the Developer which contain completed and occupied residential dwellings. Any assessment levied by the Project Association against the Developer for other purposes, without the Developers prior written consent, shall be void and of no effect. In addition, the Developer shall not be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance and litigation or claims against the Developer, any cost of investigating or preparing such litigation or claim, or any similar or related costs.

Section 2.10 *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 2.11 *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 2.12 *Construction Liens*. A construction lien otherwise arising under Act No 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 2.13 Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement from the Association identifying the amount of any unpaid Association dues or special assessments relating to such Unit. 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 identifying any existing unpaid dues or assessments and related collection costs, interest and fines or a written statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of the sum identified in the statement within the period identified in the statement, the Association's lien for dues or assessments as to such Unit shall be deemed satisfied; provided, however, if a purchaser fails to request such statement at least five (5) days prior to closing of the purchase of such Unit, any unpaid dues, assessments and related costs and the lien securing them shall be fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid dues or assessments constitute a lien upon the Unit and the sale proceeds thereof which his priority over all claims except tax liens in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record except that past due assessments which are evidenced by a notice of lien, recorded pursuant to Section 2.7 have priority over a first mortgage recorded subsequent to the recording of the notice of the lien.

ARTICLE III
ARBITRATION

Section 3.1 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 between the Co-Owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration, and the parties shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time shall be applicable to any such arbitration.

Section 3.2 Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 3.1 above, any Co-Owner or the Association may petition the courts to resolve any disputes, claims or grievances.

Section 3.3 Election of Remedies. The election and written consent by the disputing parties to submit any dispute, claim or grievance to arbitration shall preclude such parties from thereafter litigating such dispute, claim or grievance in the courts. Nothing contained in this Article III shall limit the rights of the Association or any Co-Owner, described in Section 144 of the Act.

ARTICLE IV
INSURANCE

Section 4.1 Extent of Coverage. The Association shall carry vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, for the

Common Elements and certain other portions of the Condominium Project, as set forth below, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) *Responsibilities of Co-Owners and the 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 should obtain insurance coverage at his own expense upon his Unit. It shall be each Co-Owner's responsibility to determine by personal investigation or from his own insurance advisors the nature and extent of insurance coverage adequate to his needs and thereafter or obtain insurance coverage for his personal property and for everything related to the dwelling including the exterior structure, the party wall structure, including such attachments to such structures as insulation, wiring, drywall and everything else that is interior, including any 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. In the event a Co-Owner should allow their insurance to lapse then the Association shall have the option of paying for said insurance and adding it to the Co- Owners dues. The Association, as to all policies which it obtains, and all Co-Owner's, as to all polices 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.

(b) *Insurance of Common Elements*. All Common Elements of the Condominium 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, sewers, roads and excavation costs. 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 house 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 determine the necessity for and to obtain insurance coverage for the exterior and party wall structure, including such attachments to such structures as insulation, wiring, drywall and everything else that is interior, including all fixtures, equipment, trim and other items or attachments within the Unit 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.

(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 bank account and

distributed to the Association and the Co-Owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

Section 4.2 Authority of Association to Settle Insurance Claims. Each Co-Owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project and the General Common Elements appurtenant thereto, which such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association, as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-Owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-Owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

ARTICLE V
MAINTENANCE

Section 5.1 Responsibility for Reconstruction or Repair. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

(a) Partial Damage. If the damaged property is a Limited Common Element, the property shall be rebuilt as soon as reasonably possible.

(b) Total Destruction. If the Condominium is so damaged that no dwelling is tenantable all Units must be rebuilt.

Section 5.2 Repair in Accordance with Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specification for the Project to a condition as comparable as possible to the condition existing prior to damage.

Section 5.3 Co-Owner Responsibility for Repair.

(a) Definition of Co-Owner Responsibility. If the damage is only to a part of the dwelling which is the responsibility of a Co-Owner to maintain, repair and replace, it shall be the responsibility of the Co-Owner to maintain, repair and replace such damage in accordance with the subsection (b) hereof.

(b) Damage to Interior and Exterior of Dwelling. Each Co-Owner shall be responsible for the maintenance, repair and replacement for everything related to the dwelling including the exterior and party wall structures and including such attachments to such structures

as insulation, wiring, drywall and everything else that is interior, of the contents of his Unit, including, but not limited to, floors, floor coverings, wall coverings, window shades, draperies, interior walls, interior trim, furniture, light fixtures and all appliances, whether free-standing or built-in.

Section 5.4 *Association Responsibility for Repair*. Except as otherwise proved in the Master Deed and in Section 3 hereof, the Association shall be responsible for the reconstruction, repair and maintenance of the General Common Elements including the sprinkler system. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and 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, assessment shall be made against all Co-Owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 5.5 *Timely Reconstruction and Repair*. If damage to General Common Elements or a dwelling adversely affects the appearance of the Project, 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 a reasonable time thereafter using its or his best efforts, after the date of the occurrence which caused damage to the property.

Section 5.6 *Eminent Domain*. Section 133 of the Act and the following provisions shall control in the event all or a portion of the Project is subject to eminent domain:

(a) *Taking of a Unit or Related Improvements*. In the event all or a portion of a Unit are taken by eminent domain, the award for such taking shall be paid to the Co-Owner of such Unit and the mortgagee thereof, as their interest may appear, notwithstanding any provision of the Act to the contrary. If the entire Unit is taken by eminent domain, on the acceptance of such award by the Co-Owner and his mortgagee, they shall be divested of all interest in the Condominium Project. 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 General 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% of the Co- Owners in number and in value with the prior written approval of the City shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) *Continuation of Condominium After Taking*. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium

Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-Owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-Owner. Costs incurred to accomplish matters required by this subsection shall be borne by the Association.

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

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

Section 5.7 Notification of FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMA"), or the Federal National Mortgage Association ("FNMA"), the Government National Mortgage Association ("GNMA"), the Michigan State Housing Development Authority ("MSHDA"), or insured by the Veterans Administration ("VA"), Department of Housing and Urban Development ("HUD"), Federal Housing Association ("FHA") or any private or public mortgage insurance program, then the Association shall give the aforementioned parties written notice at such address as they may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds $10,000 in the amount or damage to a Condominium Unit covered by a mortgage purchased held or insured by them exceeds $1,000.

Section 5.8 Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be constructed to give a Condominium Unit 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
MORTGAGES

Section 6.1 Notice to Association . Any Co-Owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-Owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit written notification of any default in the performance of the obligations of the Co-Owner of such Unit that is not cured within 60 days.

Section 6.2 Insurance. The Association shall maintain records concerning insurance coverage for each Unit. Co-Owners shall cause their mortgage companies and the Association to be additional insureds on their policies.

Section 6.3 Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on a Unit 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 VII
VOTING

Section 7.1 Vote. Except as otherwise specified in these Bylaws, each Co-Owner shall be entitled to one vote for each Condominium Unit owned.

Section 7.2 Eligibility to Vote. No Co-Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented to the Association evidence that the Co-Owner owns a Unit. Except as provided in Section 10.2 of these Bylaws, no Co-Owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of Members held in accordance with Section 10.2. The vote of each Co-Owner may be cast only by the individual representative designated by such Co-Owner in the notice required in Section 7.3 below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of Members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At the First Annual Meeting, and thereafter, the Developer shall be entitled to vote for each Unit which it owns.

Section 7.3 Designation of Voting Representative. Each Co-Owner shall file with the Association a written notice designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of the Co-Owner. If a Co-Owner designates himself as the individual representative, he need not file any written notice with the Association. The failure of any Co- Owner to file any written notice shall create a presumption that the Co-Owner has designated himself as the voting representative. The notice shall state the name and address of the individual representative designated, the address of the Unit or Units owned by the Co-Owner and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-Owner. The notice shall be signed and dated by the Co-Owner. An individual representative may be charged by the Co-Owner at any time by filing a new notice in accordance with this Section 7.3. In the event a Unit is owned by multiple Co-Owners who fail to designate an individual voting representative for such Co-Owners, the Co-Owner whose name first appears on record title shall be deemed to be the individual representative authorized to vote on behalf of all the multiple Co-Owners of the Unit(s) and any vote cast in person or by proxy by said individual representative shall be binding upon all such multiple Co-Owners.

Section 7.4 Quorum. The presence in person or by proxy of Co-Owners representing thirty five (35%) percent of the total number of votes of all Co-Owners qualified to vote shall constitute a quorum for holding a meeting of the Members of the Association, except for voting on questions

specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respects to the question upon which the vote is cast.

Section 7.5 Voting. Votes may be cast in person or by proxy by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the secretary of the Association at or before the appointed time of each meeting of the Members of the Association. Cumulative voting shall not be permitted.

Section 7.6 Majority. When an action is to be authorized by vote of the Co-Owners of the Association, the action must be authorized by a majority of the votes cast at a meeting duly called for such purpose, unless a greater percentage vote is required by the Master Deed, these Bylaws or the Act.

ARTICLE VIII
MEETINGS

Section 8.1 Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-Owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with generally recognized rules of parliamentary procedure, which are not in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 8.2 First Annual Meeting. The First Annual Meeting of Members of the Association may be convened by the Developer in its discretion at any time prior to the date the First Annual Meeting is required to be convened pursuant to this Section 8.2. Notwithstanding the foregoing, the First Annual Meeting muse be held (i) within one hundred twenty (120) days following 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 (ii) fifty four (54) months from the first conveyance to a non-Developer Co-Owner of legal or equitable title to a Unit, whichever is the earlier to occur. The Developer may call meetings of Members for informative or other appropriate purposes prior to the First Annual Meeting of Members and no such meetings 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's individual representative.

Section 8.3 Annual Meetings. Annual meetings of Association Members shall be held not later than May 30 of each succeeding year following the year in which the First Annual Meeting is held, or at another time and place determined by the Board of Directors. At each annual meeting, the Co-Owners shall elect Members of the Board of Directors in accordance with Article X of these Bylaws. The Co-Owners may also transact at annual meetings such other Association business as may properly come before them.

Section 8.4 Special Meeting. The President shall call a special meeting of Members as directed by resolution of the Board of Directors or upon presentation to the Association's Secretary of a petition signed by Co-Owners representing 1/2 of the votes of all Co-Owners qualified to vote.

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 8.5 *Notice of Meetings*. The Secretary (or other Association officer in the Secretary's absence) shall provide each Co-Owner of record, or, if applicable, a Co-Owner's individual representative, with notice of each annual or special meeting, stating the purpose thereof and the time and place where it is to be held. A notice of an annual or special meeting shall be served at least ten (10) days but not more than sixty (60) days prior to each meeting. The mailing, postage prepaid, of a notice to the individual representative of each Co-Owner at the address shown in the notice filed with the Association under Section 7.3 of these Bylaws shall be deemed properly served. Any Co-Owner or individual representative may waive such notice, by filing with the Association a written waiver of notice signed by such Co-Owner or individual representative.

Section 8.6 *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. When a meeting is adjourned to another time or place, it is not necessary to give notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken and only such business is transacted at the adjourned meeting as might have been transacted at the original meeting. However, if after the adjournment, the Board of Directors fixes a new record date for the adjourned meeting, a notice of adjourned meeting shall be given to each Co-Owner or Co-Owner's individual representative.

If a meeting is adjourned in accordance with the provisions of this Section 8.6 due to the lack of a quorum, the required quorum at the subsequent meeting shall be two thirds (2/3) of the required quorum for the meeting that was adjourned, provided that the Board of Directors provides each Co-Owner (or Co-Owner's individual representative) with notice of the adjourned meeting in accordance with Section 8.5 above and provided further the subsequent meeting is held within sixty (60) days from the date of the adjourned meeting.

Section 8.7 *Action Without Meeting*. Any action required or permitted to be taken at a meeting of Members, may be taken without a meeting, without prior notice and without a vote, if all of the Co-Owners (or their individual representatives) entitled to vote thereon consent thereto in writing. If the Association's Article of incorporation so provide, any action required or permitted to be taken at any meeting of Members may be taken without a meeting, without prior notice and without a vote, if a written consent, setting forth the actions so taken, is signed by the Co-Owners (or their individual representatives) having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all Co- Owners entitled to vote thereon were present and voted. Prompt notice of any action that is taken without a meeting by less than unanimous written consent shall be given to the Co-Owners who have not consented in writing.

ARTICLE IX
ADVISORY COMMITTEE

Within one (1) year after the first conveyance to a non-Developer Co-Owner of legal or equitable title to a Unit in the Project or within one hundred twenty (120) days following the conveyance to non-Developer Co-Owners of one-third (1/3) of the total number of Units that may

be created, 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 in any manner the Developer deems advisable. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-Developer Co-Owners and to aid in the transition of control of the Association from the Developer to purchaser Co-Owners. The Advisory Committee shall automatically cease to exist when a majority of the Board of Directors of the Association is elected by non-Developer Co-Owners. The Developer may at any time remove and replace at its discretion any Member of the Advisory Committee.

ARTICLE X
BOARD OF DIRECTORS

Section 10.1 *Number and Qualification of Directors*. The Board of Directors shall initially be comprised of three (3) Directors. At such time as the non-Developer Co-Owners are entitled to elect two (2) Members of the Board of Directors in accordance with Section 10.2 below, the Board shall automatically be increased in size from three (3) to five (5) persons. At such time as the Board of Directors is increased in size to (5) persons, all Directors must be Co- Owners, or officers, partners, trustees or employees of Co-Owners that are entities.

Section 10.2 *Election of Directors*.

(a) *First Board of Directors*. Until such time as the non-Developer Co-Owners are entitled to elect one (1) of the Members of the Board of Directors, the Developer shall select all of the Directors, which persons may be removed or replaced by Developer in its discretion.

(b) *Appointment of Non-Developer Co-Owners to Board prior to First Annual Meeting*. Not later than one hundred twenty (120) days following the conveyance to non-Developer Co-Owners of legal or equitable title to twenty five (25%) percent of the Units that may be created, one (1) Member of the Board of Directors shall be elected by non-Developer Co-Owners. The remaining Members of the Board of Directors shall be selected by Developer. Not later than one hundred twenty (120) days following the conveyance to non-Developer Co-Owners of legal or equitable title to fifty (50%) percent of the Units that may be created. The Board of Directors shall be increased to five (5) Members and two (2) of the five (5) Directors shall be elected by non-Developer Co-Owners. The remaining Members of the Board of Directors shall be selected by the Developer. When the required percentage levels of conveyance have been reached, the Developer shall notify the non-Developer Co-Owners and request that they hold a meeting to elect the required number of Directors. Upon certification by the Co-Owners to the Developer of the Director or Directors elected, the Developer shall immediately appoint such Director or Directors to the Board, to serve until the First Annual Meeting of Co-Owners, unless he is removed pursuant to Section 10.7 or he resigns or becomes incapacitated.

(c) *Election of Directors at and after First Annual Meeting*

(i) Not later than one hundred twenty (120) days following the conveyance to non-Developer Co-Owners of legal or equitable title to seventy five (75%) percent of the Units

that may be created, the non-Developer Co- Owners shall elect all of the Directors on the Board, except that the Developer shall have the right to designate at least one (1) Director so long as the Developer owns and offers for sale at least ten (10%) percent of the Units in the Project or as long as the Units that remain to be created and sold equal at ten (10%) percent of all Units that may be created in the Project. Whenever the seventy five (75%) percent conveyance level is achieved, a meeting of Co-Owners shall promptly be convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the elapse of fifty four (54) months after the first conveyance to a non-Developer Co-Owner of legal or equitable title to a Unit on the Project, and if title to not less that seventy five (75%) percent of the Units that may be created has not been conveyed, the non-Developer Co-Owners have the right to elect a number of Members of the Board of Directors in proportion to the percentage of Units they own, and the Developer has the right to elect a number of Members of the Board of Directors in proportion to the percentage of Units which are owned by the Developer and for which assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Section 10.2(b) or 10.2(c)(i) above. Application of this subsection does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentage of Members of the Board of Directors that the non-Developer Co-Owners have the right to elect under subsection (ii) above, 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 (i) above.

(iv) At such time as the non-Developer Co-Owners are entitled to elect all of the Directors, 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 (1) 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, and the term of office of each Director shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 10.3 *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 specifically required to be exercised and done by the Co-Owners.

Section 10.4 *Specific Powers and Duties*. In addition to the duties imposed by these Bylaws or any further duties which may be imposed by resolution of the Co-Owners of the Association, the Board of Directors shall have the following powers and duties:

(a) To manage and administer the affairs of and maintain the Condominium Project, the Common Elements and such easements as may comprise General Common Elements of the Condominium.

(b) To collect assessments from the Co-Owners and to expend the proceeds for the purposes of the Association.

(c) To carry insurance and collect and allocate the proceeds thereof:

(d) To reconstruct or repair 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 Project.

(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 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, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by the affirmative vote of the Co-Owners (or their individual representatives) representing 75% of the total votes of all Co-Owners qualified to vote.

(h) To establish reasonable rules and regulations in accordance with the Condominium Documents.

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

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

Section 10.5 *Management Agent*. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Sections 10.3 and 10.4, 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 exclusively performed by or have the approval of the Board of Directors or the Members of the Association.

Section 10.6 *Vacancies*. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by vote of the Co-Owners of the Association shall be filled by vote of the majority of remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among non-Developer Co-Owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-Developer Co- Owners and shall be filled in the manner as specified in Section 10.2(b).

Section 10. 7 *Removal*. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one (1) or more of the Directors elected by the non-Developer Co-Owners may be removed with or without cause by the affirmative vote of the Co-Owners (or their individual representatives) who represent greater that fifty (50%) percent of the total votes of all 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 a Co-Owner shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Any Director selected by the non-Developer Co-Owners to serve before the First Annual Meeting may also be removed by such Co-Owners before the First Annual Meeting in the manner described in this Section 10.7.

Section 10.8 *First Meeting*. The first meeting of the elected Board of Directors shall be held within ten (10) days of election at a time and place fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary in order to legally convene such meeting, provided a majority of the Board shall be present.

Section 10.9 *Regular Meetings*. Regular meeting of the Board of Directors may be held at such time 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 of the Association. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least ten (10) days prior to the date named for such meeting.

Section 10.10 *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 them President or Secretary in like manner on the written request of two (2) or more directors.

Section 10.11 *Quorum and Required Vote of Board of Directors*. At all meeting of the Board of Directors, a majority of the Members of the Board of Directors then in office shall constitute a quorum. The vote of the majority of Directors at a meeting at which a quorum is present constitutes the action of the Board of Directors, unless a greater plurality is required by the Michigan Non-profit Corporation Act, the Articles of Incorporation, the Master Deed or these

Bylaws. If a quorum is not present at any meeting of the Board of Directors, the Directors present at such meeting may adjourn the meeting from time to time without notice other than an announcement at the meeting, until the quorum shall be present.

Section 10.12 *Consent in Lieu of Meeting*. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if all Members of the Board of Directors consent in writing. The written consent shall be filed with the minutes of the proceedings of the Board of Directors. The consent has the same effect as a vote of the Board of Directors for all purposes.

Section 10.13 *Participation in a Meeting by Telephone*. A Director may participate in a meeting by means of a conference telephone or similar communications equipment by mean of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 10.13 constitutes presence at the meeting.

Section 10.14 *Fidelity Bonds*. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 10.15 *Compensation*. The Board of Directors shall not receive any compensation for rendering services in their capacity as Directors, unless approved by the Co- Owners (or their individual representatives) who represent sixty (60%) percent or more of the total votes of all Co-Owners qualified to vote.

ARTICLE XI
OFFICERS

Section 11.1 *Selection of Officers* The Board of Directors, at a meeting called for such purpose, shall appoint a president, secretary and treasurer. The Board of Directors may also appoint one (1) or more vice-presidents and such other officers, employees and agents as the Board shall deem necessary, which officers, employees and agents shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. Two (2) or more offices, except that of president and vice-president, may be held by one (1) person who may also be a Director. An officer shall be a Co-Owner.

Section 11.2 *Term, Removal and Vacancies*. Each officer of the Association shall hold office for the term for which he is appointed until his successor is elected or appointed, or until his resignation or removal. Any officer appointed by the Board of Directors may be removed by the Board of Directors with or without cause at any time. Any officer may resign by written notice to the Board of Directors. Any vacancy occurring in any office may be filled by the Board of Directors.

Section 11.3 *President*. The President shall be a Member of the Board of Directors and shall act as the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an Association, subject to Section 11.1 above. The President's initial term shall be for two years.

Section 11.4 *Vice President*. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other Member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors. The Vice President's initial term shall be for one year.

Section 11.5 *Secretary*. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meeting of the Co-Owners of the Association. He shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and shall, in general, perform all duties incident to the office of the Secretary. The Secretary's initial term shall be for two years.

Section 11.6 *Treasurer*. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may, from time to time, be designated by the Board of Directors. The Treasurer's initial term shall be for one year.

ARTICLE XII
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 XIII
FINANCE

Section 13.1 *Records*. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-Owners. Such accounts and all other Association records shall be open for inspection by the Co-Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-Owner at least once a year a financial statement, the contents of which shall be determined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however that such auditors need not to be certified public accountants nor does such audit need to be a certified audit. Upon request, 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. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 13.2 *Fiscal Year*. The fiscal year of the Association shall be an annual period commencing on the date initially determined by the Directors. The Association's fiscal year may be changed by the Board of Directors in its discretion.

Section 11.3 *Bank Accounts*. The Association's funds shall initially be deposited in such bank or savings association as may be designated by the Directors. All checks, drafts and order of payment of money shall be signed in the name of the Association in such manner and by such person or persons as the Board of Directors shall from time to time designate for that purpose. The Association's funds may be invested from time to time in accounts or deposit certificates of such bank or savings association that are insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XIV
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 14.1 *Third Party Actions*. To the fullest extent permitted by the Michigan Nonprofit Corporation Act, the Association shall, subject to Section 14.5 below, indemnity any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or enterprise, against expenses (including actual and reasonable attorney fees), judgments, fines and amounts reasonably paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its Members, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption (a) that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to best interests of the Association or its Members, and (b) with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

Section 14.2 *Actions in the Right of the Association*. To the fullest extent permitted by Michigan Non-profit Corporation Act, the Association shall, subject to Section 14.5 below, indemnify any person who was or is a party defendant to or is threatened to be made a party defendant of any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including actual and reasonable attorney fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit and amounts reasonably paid in settlement if he acted in good faith and in a manner reasonably believed to be in or not opposed to the best interested of the Association or its Members, except that no

indemnification shall be made in respect of any claim, issue or matter as to which person shall have been adjudged to be liable to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 14.3 *Insurance*. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, employee or agent of the Association, or is or was serving at the request of the Association as Director, officer, employee or agent against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have power to indemnify him against such liability under Sections 14.1 and 14.2 above. In addition, the Association may purchase and maintain insurance for its own benefit to indemnify it against any liabilities it may have as a result of its obligation of indemnification made under Sections 14.1 and 14.2 above.

Section 14.4 *Expenses of Successful Defense*. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 14.1 and 14.2 above, or in defense of any claim, issue or matter therein, or to the extent such persons incurs expenses (including actual and reasonable attorney fees) in successfully enforcing the provisions of this Article XIV, he shall be indemnified against expenses (including attorney fees) actually and reasonably incurred by him in connection therewith.

Section 14.5 *Determination that Indemnification is Proper*. Any indemnification under Sections 14.1 and 14.2 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the person is proper under the circumstances, because he has met the applicable standard of conduct set forth in Sections 14.1 or 14.2 above, whichever is applicable. Notwithstanding anything to the contrary contained in this Article XIV, in no event shall any person be entitled to any indemnification under the provisions of this Article XIV if he is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties. The determination to extend such indemnification shall be made in any one (1) of the following ways:

(a) By a majority vote of a quorum of the Board of Directors consisting of Directors who were not parties to such action, suit or proceeding; or

(b) If such quorum described in (a) is not obtainable, then by a majority vote of a committee of Directors who are not parties to the action, suit or proceeding. The committee shall consist of not less than two (2) disinterested Directors; or

(c) If such quorum described in (a) is not obtainable (or, even if obtainable, a quorum of disinterested Directors, so directs), by independent legal counsel in a written opinion.

If the Association determines that full indemnification is not proper under Sections 14.1 or 14.2 above, it may nonetheless determine to make whatever partial indemnification it deems proper. At least 10 days prior to the payment of any indemnification claim which is approved, the Board of Directors shall provide all Co-Owners with written notice thereof.

Section 14.6 *Expense Advance*. Expenses incurred in defending a civil or criminal action, suit or proceeding described in Sections 14.1 and 14.2 above may be paid by the Association in advance of the final disposition of such action, suit or proceeding as provided in Section 14.4 above upon receipt of an undertaking by or on behalf of the person involved to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association. At least ten (10) days prior to advancing any expenses to any person under this Section 14.6, the Board of Directors shall provide all Co-Owners with written notice thereof.

Section 14.7 *Former Representatives, Officers, Employees or Agents*. The indemnification provided in this Article XIV shall continue as to a person who has ceased to be a Director, officer, employee or agent of the Association and shall inure to the benefits of the heirs, executors and administrators of such person.

Section 14.8 *Changes in Michigan Law*. In the event of any change of the Michigan statutory provisions applicable to the Association relating to the subject matter of this Article XIV, the indemnification to which any person shall be entitled hereunder arising out of acts or omissions occurring after the effective date of such amendment shall be determined by such changed provisions. No amendment to or repeal of Michigan law with respect to indemnification shall restrict the Association's indemnification undertaking herein with respect to acts or omissions occurring to prior such amendment or repeal. The Board of Directors are authorized to amend this Article XIV to conform to any such changed statutory provisions.

ARTICLE XV
AMENDMENTS

Section 15.1 *By Developer*. In addition to the rights of amendment provided to the Developer in the various Articles of the Master Deed, the Developer may, within two (2) years following the expiration of the Construction and Sales Period, and without the consent of any Co-Owner, mortgagee or any other person other than the City, amend these Bylaws provided such amendment or amendments do not materially alter the rights of Co-Owners or mortgagees.

Section 15.2 *Proposal*. Amendments to these Bylaws may be proposed by the Board of Directors of the Association upon the vote of the majority of the Directors or may be proposed by one-third (1/3) or more in number of the Co-Owners by a written instrument identifying the proposed amendment and signed by the applicable Co-Owners.

Section 15.3 *Meeting*. If any amendment to these Bylaws is proposed by the Board of Directors or the Co-Owners, a meeting for consideration of the proposal shall be duly called in accordance with the provisions of these Bylaws.

Section 15.4 *Voting*. These Bylaws may be amended by the Co-Owners at any regular meeting or a special meeting called for such purpose by an affirmative vote of sixty six and two-thirds (66-2/3%) percent or more of the total votes of all Co-Owners qualified to vote. No consent of mortgagees shall be required to amend these Bylaws unless such amendment involves the circumstances set forth under Section 90a(9) of the Act in which event the approval of sixty six and two-thirds (66-2/3%) percent of all mortgagees of Units shall be required following the

procedures set forth under Section 90a of the Act. Each mortgagee shall have one (1) vote for each mortgage held. Notwithstanding anything to the contrary contained in this Article XV, during the Construction and Sales Period, these Bylaws shall not be amended in any way without the prior written consent of the Developer.

Section 15.5 Effective Date of Amendment. Any amendment to these Bylaws shall become effective upon the recording of such amendment in the office of the Genesee County Register of Deeds.

Section 15.6 Binding Effect. A copy of each amendment to the Bylaws shall be furnished to every Member of the Association after its adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article XV shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

Section 15.7 City Approval. Notwithstanding any provision of the Condominium Documents to the contrary, no amendment shall be made to these Bylaws by the Developer or the Association without the prior written approval of the City of Linden; provided that such prior written approval shall not be unreasonably withheld or delayed.

ARTICLE XVI
COMPLIANCE AND RESTRICTIONS

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

All of the Units in the Condominium shall be held, used and enjoyed in accordance with any applicable state or local laws, ordinances and regulations, subject to the following limitations and restrictions:

Section 16.1 Residential Use. No Unit in the Condominium shall be used for other than single family residence purposes, which shall permit having a home office and such other activities consistent with single-family residential use and in accordance with the ordinances of the City of Linden. No structure shall be erected, altered, placed or permitted to remain on any Unit other than one (1) single family attached dwelling with attached garage. All other accessory structures, storage buildings, detached garages, sheds, tents, trailers, shacks and temporary structures are prohibited and shall not be erected, placed or permitted to remain upon any Unit, unless approved by the Association as further provided in this Master Deed. Temporary buildings may be constructed within a Unit during the construction of a permanent dwelling within the Unit, provided that the temporary structures shall be removed from the Unit upon enclosure of the dwelling. No old, used or modular structures shall be placed upon any Unit or anywhere within the Condominium Project. There shall be no oil or gas exploration conducted upon the Condominium Premises, including, but not limited to, the following activities: mining, drilling,

laying or maintaining or pipelines (other than utility pipelines installed to serve residential consumers).

Section 16.2 *Leasing and Rental*

(a) Right to Lease. A Co-Owner may lease the dwelling constructed within the perimeters of his Unit for the purposes set forth in Section 16.1; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a first mortgage lender in possession of a Unit as a result of foreclosure or a conveyance or assignment in lieu of foreclosure, no Co- Owner shall lease and no tenant shall be permitted to occupy a dwelling except under a lease having an initial term of at least twelve (12) months, unless specifically approved in writing by the Association. 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. The Developer may, however, lease any number of Units in the Condominium for any term in its discretion without being required to obtain the approval of the Association.

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

(i) A Co-Owner, including the Developer, desiring to rent or lease a Unit, shall provide the Association, at least ten (10) days prior to presenting a lease form to a potential lessee, with a written notice of the Co-Owner's intent to lease his Unit, together with a copy of the exact lease form that the Co-Owner intends to use, for the review and (except as provided in subsection (a) above) approval of the Association. The Association shall be entitled to request that changes be made to the lease forms that are necessary to insure that the lease will comply with the Condominium Documents. If the Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-Owner in writing.

(ii) Tenants or non-owner occupants shall comply with all of the provisions of the Condominium Documents and all leases and rental agreements shall incorporate the foregoing requirement

(iii) If the Association determines that the tenant or non-owner occupant has failed to comply with the provisions of the Condominium Documents, the Association may take the following actions:

(a) The Association shall notify the Co-Owner by certified mail of the alleged violation by the tenant or occupant.

(b) The Co-Owner shall have fifteen (15) days from his receipt of such notice to investigate and correct the alleged breach by the tenant or occupant or advise the Association that a violation has no occurred.

(c) If, at the expiration of the above-referenced fifteen (15) day period, the Association believes that the alleged breach is not cured or may be repeated, the Association (or the Co-Owners derivatively on behalf of the Association, if the Association is under the control of the Developer), may institute on behalf of the Association a summary proceedings eviction

action against the tenant or non-owner occupant. The Association may simultaneously bring an action for damages against the Co-Owner and tenant or non-owner occupant for breach of the Condominium Documents. The Association may hold both the tenant and the Co-Owner liable for any damages to the General Common Elements caused by the Co-Owner or tenant in connection with the Unit or Condominium Project and for actual legal fees incurred by the Association in connection with legal proceeding hereunder.

(iv) When a Co-Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the tenant occupying a Co- Owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from the rental payments due to the Co-Owner the amount of the arrearage and all future assessments as they fall due and shall pay amounts directly to the Association. The deductions shall not constitute a breach or the rental agreement or lease by the tenant. The form of lease used by a Co-Owner shall explicitly contain the foregoing provisions.

Section 16.3 *Alteration and Modifications.* A Co-Owner shall not make any alterations to the exterior appearance or make structural modification to the dwelling or appurtenances or other improvements constructed within the perimeter of his Units or make changes in any of the General or Limited Common Elements, without the express written approval of the Board of Directors, including without limitation, exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters, newspaper holders, mailboxes, fences, walls, basketball backboards or other exterior attachments or modifications. If a Co-Owner causes any damage to any General or Limited Common Elements or to any other Unit as a result of making any alterations (regardless of whether or not such alteration was authorized) the Co-Owner shall be responsible for the cost of repairing any damage caused by the Co-Owner, his agents or contractors. If necessary for providing access to any General or Limited Common Elements of other facilities regarding which the Association has the right or obligation to provide maintenance, the Association may remove any coverings, additions or attachments of any nature that restrict such access and the Association will have no responsibility or liability for repairing, replacing or restoring any such materials, nor shall the Association be liable for monetary damages.

Section 16.4 *Activities.* No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-Owners of the Condominium Project. No unreasonably noisy activity shall occur in or on the Common Elements of 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 conduct or permit any activity or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium, without the written approval of the Association, and, if approved, the Co-Owner shall pay to the Association the increases insurance premiums resulting from any such activity. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices. No laundry shall be hung for drying outside.

Section 16.5 *Pets.* No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or other Common elements, except dogs, cats or other common household pets. No animal may be kept or bred for any commercial purpose and every permitted pet shall be cared for and restrained so as not to be obnoxious or offensive. No animal may be permitted to run loose at any time upon the General Common Elements and an animal shall at all times be leashed and accompanied by some responsible person while on the General Common Elements. No dangerous and/or exotic animal shall be kept and any Co-Owner who causes any animal to be brought or kept upon the Condominium Premises shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal of the premises, whether or not the Association has given its permission therefor. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. No runs, shelters, or pens shall be allowed. No pet shall be outside without its owner unless confined to the front porch or deck and then only if it is quiet and non agressive. The Association may charge all Co-Owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of the Bylaws in the event that the Association determines such assessment is necessary to defray the Association's costs of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with the Association and may adopt such additional reasonable rules and regulations with respect to animals as it deems proper. In the event of any violation of this Section 16.5, the Board of Directors of the Association may assess fines for such violation in accordance with the Bylaws and in accordance with its duly adopted rules and regulations.

Section 16.6 *Aesthetics.* The General Common Elements shall not be used for the storage of supplies, materials, firewood, personal property or trash or refuse of any kind, except in accordance with the 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 porch, courtyard or deck. Trash receptacles shall at all times be maintained within garages and shall not be permitted to remain elsewhere on the General Common Elements except for such short periods of time as may be reasonably necessary to permit the periodic collection of trash. Trash collection for the Condominium Project shall be limited to a single contractor, who shall be chosen and paid for by the Association. The General Common Elements shall not be used in any way for the drying, shaking or airing of clothing or fabrics. In general, no activity shall be carried on nor any condition maintained by a Co-Owner, either in his Unit or upon the General Common Elements, which is detrimental to the overall appearance of the Condominium. Only porch furniture should be kept on front porches. Rear decks may not exceed 10x10 in size. Only a deck table and a maximum of six chairs, and a portable grill may be kept on the rear decks without the written approval of the Developer during the Construction Sales Period and then the Association Board. Furniture that is not in good condition is subject to removal as a violation of this Section after written notice of the violation is given to the Co-Owner by certified mail. Lawn ornaments are prohibited without written permission of the Developer during the Construction Sales Period or the Board of Directors after the expiration of the Sales Period.

Section 16.7 *Vehicles.* No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles that are uninsured and/or not street legal, all-terrain vehicles, snow plows, snowmobiles, snowmobile trailers or vehicles, other than

automobiles, motorcycles or vehicles used primarily for general personal transportation use, may be parked or stored upon the Condominium Premises, unless parked in a garage with the door closed. Motorcycles must be able to be started and driven on and off the Condominium Premise with no more noise than a stock motorcycle. A motor home or camping vehicle of a size exceeding garage capacity may, however, be parked temporarily in its Owner's driveway (or in an unobtrusive area on the Condominium Premises which may be approved by the Association) for a period not to exceed two (2) days for the purpose of loading and unloading such vehicle prior to and following its use. An Owner shall not park such restricted vehicle within the Condominium for an accumulative time of more than thirty (30) days per calendar year. No inoperable vehicles of any type may be brought or temporarily or permanently stored upon the Condominium Premises. Commercial vehicles and large trucks shall not be parked in or about the Condominium except for purposes of making deliveries or pickups in the normal course of business. Co-Owners shall if required by the Association, register with the Association all cars maintained on the Condominium Premises. Motorized vehicles, other than passenger cars, motorcycles and passenger trucks that fit in the garage, shall not be used anywhere on the Condominium Premises. Motorcycles shall maintain stock exhaust systems if operated within the Condominium Premises. Owners nor their guests, friends, or family are to use the off-street angled parking spaces to park vehicles for more than three days. The angles parking is intended to be used for temporary daily guests and not as an additional space for storage of extra vehicles. The Association has a right to fine owners for vehicles parked in the angles spaces that are not short term (three days) maximum. Fine amounts will be determined by the Developer and then by the Board of Directors.

Section 16.8 *Advertising*. Except for such signs as may be displayed by the Developer or its assigns as set forth in Section 16.16(b) below, no signs or other advertising devices of any kind shall be displayed in windows or doors which are visible from the exterior of the dwelling constructed on a Unit during the Construction and Sales Period. Upon the expiration of the Construction and Sales Period, no sign or advertising device of any kind shall be displayed upon or within a Unit or any improvement constructed thereon, except (i) one (1) standard real estate sign for the purpose of advertising a Unit for sale and also (ii) one sign of similar size for a garage sale over a two day period displayed not more than six hours day, in the absence of the prior written permission from the Association. This Section 16.8 shall not apply to the signs erected by the Developer during the Construction and Sales Period. Garage sales may be controlled by the Association to allow for a neighborhood sale and not numerous sales throughout the year.

Section 16.9 *Rules and Regulations*. It is intended that the Board of Directors of the Association may adopt rules and regulation from time to time to reflect the needs and desires of the majority of the Co-Owners in the Condominium; provided that any rule or regulation adopted during the Construction and Sales Period shall first require the written approval of the Developer or the Developer's assignee. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-Owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-Owner. Any such regulation and amendment may be revoked at any time by the affirmative vote of greater that fifty (50%) percent of the Co-Owners in number and value, except that the Co-Owners may not revoke any regulation or amendment prior to the First Annual Meeting of the entire Association. Any rules and regulations adopted by the Association shall not limit Developer's construction, sales or rental activities.

Section 16.10 *Right of Access of Association.* Each Co-Owner shall be obligated to provide the Association with a means of access to his Unit, the dwelling and appurtenances and other improvements constructed on such Unit during the Co-Owner's absence for emergency purposes, and in the event such Co-Owner fails to provide a means of access thereto the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-Owner for any necessary damage thereto or for the repair or replacement of any doors or windows damaged in gaining such access.

Section 16.11 *Landscaping.* No Co-Owner shall perform any landscaping or plant any trees, shrubs or flowers or plant any ornamental materials upon the General Common Elements without the prior written approval of the Developer or the Association. Landscape plans for individual Units will be reviewed by the Developer within 30 days of receipt of completed plans. If not affirmatively approved within such time period, the plans will be deemed rejected but the Developer has a history of responding in writing both with approvals an disapprovals.No elm, cottonwood or poplar trees shall be planted in the Condominium Project. No Co-Owner shall change the grade of any portion of a Unit without the prior written approval of the Developer, and, if required, the City of Linden Building Department or Genesee County. All Unit Owners are encouraged to reduce the use of fertilizers, herbicides and pesticides in maintaining their landscape if any in Limited Common Space. When hiring a landscape maintenance company, the Association will be sure the contractor adheres to the following formula. The use of more than three (3) pounds of nitrogen or one (1) pound of phosphate per one thousand (1,000) square feet per year is prohibited.

Section 16.12 *Setbacks.* All Units shall comply with the setback requirements as shown on the approved site plan for the Project and filed with the City of Linden.

Section 16.13 *Common Element Maintenance.* The walkways, landscaped areas, roads and parking areas shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles or other obstructions may be left unattended on or about the Common Elements.

Section 16.14 *Co-Owner Maintenance.* Except as elsewhere provided in this Master Deed, each Co-Owner shall maintain his Unit, the dwelling, appurtenances, and other improvements constructed thereon 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, gas, 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 the repair, restoration or replacement, as applicable, of any damage to any Common Elements or damage to any other Co-Owner's Unit, or improvements thereon, resulting from the negligent acts or omissions of a Co-Owner, his family, guests, agents or invitees, except to the extent the Association obtains insurance proceeds; provided, however, that if the insurance proceeds obtained by the Association are not sufficient to pay for such costs, the Association may assess the Co-Owner for the excess amount necessary to pay therefor.

Section 16.15 *Building Restrictions.* Without limiting Developer's discretion to reject plans and specifications submitted by a Co-Owner as provided in Section 16.16(a) below, all dwellings built within a Unit shall comply with the square footage originally submitted to the City

of Linden for the footprint of the unit. Each Unit shall have front porch that extends from the adjoining unit to the garage wall except for end units that will have a porch that starts even with the exposed side wall and runs to the garage wall and conform to the basic approved plans of the Project as on record with the City of Linden so as to look like it was built to match the other existing units.

(a) Exterior Surfaces. Exterior walls of all structures in the Condominium project shall be constructed of brick, stone, premium vinyl, glass, wood, or other approved materials. Aluminum siding is expressly prohibited except for use as trim or eaves, overhangs and soffits. No portion of any roof shall be less than 3 to 12 pitch. There must be at least one (1) gable or hip roof design on the front elevation of each Unit.

(b) Garages. All dwelling constructed within a Unit must have one (1) private attached garage for not less than two (2) automobiles.

(c) Driveways. All driveways appurtenant to a Unit shall be constructed with hard surfacing of concrete and installed prior to occupancy of the dwelling within the Unit, or as soon thereafter as weather permits.

(d) Fences. No fence or wall shall be placed, erected or permitted to remain upon any Unit in the Condominium Project.

Section 16.16 Reserved Rights of Developer.

(a) Prior Approval by Developer. The purpose of this Section 16.16 (a) is to promote an attractive, harmonious residential development having continuing appeal. Therefore, during the Construction and Sales Period, no buildings, walls, retaining walls, drives, pathways or other structures or improvements of any kind shall be commenced, erected, maintained nor shall any addition, change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of the dwelling or appurtenances or other improvements constructed within any Unit, nor shall any hedges, trees or substantial plantings be installed or landscaping modifications be made, thereon until plans and specifications acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure, appurtenances or other improvements and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by the Developer, its successors or assigns. The Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons, and in reviewing such plans and specifications, the Developer shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which is it proposed to be located, and the degree of harmony with the Condominium as a whole. The Developer shall be entitled to charge each applicant a review fee in an amount not to exceed two hundred fifty

($250.00) dollars, to reimburse the Developer for any actual costs incurred in connection with the review of said applicant's plans, specifications and related materials. Neither Developer nor the Association shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans, specifications or other materials. At the expiration of the Construction and Sales Period, the rights exercisable by the Developer under this Section 16.1 6(a), shall be exercised by the Association.

(b) Developer's Rights In Furtherance of Development and Sales. None of the restrictions contained in this Article XI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in the Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary contained elsewhere in the Master Deed or the Bylaws, the Developer and one or more licensed residential builders designated by the Developer shall have the right, during the Construction and Sales Period, to maintain a sales office, a business office, a construction office, model units, construction and/or sales trailers, storage areas and parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable the development and sale of the entire Project. The Developer shall restore the areas utilized by the Developer to habitable status upon its termination of use. The rights reserved herein shall also be available to any Successor Developer with written transfer of rights recorded at the Genesee Register of Deeds.

(c) Enforcement of Restrictions. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-Owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to provide maintenance with respect to the Condominium Project in a manner consistent with such high standards, then the Developer, or any entity to which it may assign this right, may elect to provide such maintenance as require by the Master Deed or the Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer and its assignee shall have the right to enforce the Master Deed and the Bylaws through the duration of the Construction and Sales Period. The Developer's enforcement rights under this Section 16.16 may include, without limitation, an action to restrain the Association of any Co-Owner from performing any activity prohibited by the Master Deed and/or the Bylaws.

(d) Assignment of Rights by the Developer. Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use or proposed action or any other manner, may be assigned by the Developer to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate written instrument in which the assignee or transferee evidences its consent to the acceptance of such powers and rights. Any rights and powers

reserved or retained by Developer or its successors and assigns shall expire, at the conclusion of two (2) years following the expiration of the Construction and Sales Period, except as otherwise expressly provided in the Condominium Documents. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer are intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be constructed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed, elsewhere (including, but not limited to, access easements, utility easements, and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder) and which shall be governed only in accordance with the terms of the instruments, documents or agreements that created or reserved such property rights.

ARTICLE XVII
REMEDIES FOR DEFAULT

Any default by a Co-Owner of its obligations under any of the Condominium Documents shall entitle the Association or another Co-Owner or Co-Owners to the following relief:

Section 17.1 *Legal Action*. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without limitation, an action to recover damages, injunctive relief, foreclosure of lien (if there is a default in the payment of an 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 17.2 *Recovery of Costs*. In any legal proceeding arising because of an alleged default by any Co-Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' 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 attorneys' fees. In addition, in the event of a default which does not result in a legal proceeding, the Association shall have a right to assess to any Co-Owner all costs and expenses incurred, including all attorneys' fees.

Section 17.3 *Removal and Abatement*. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-Owner in violation, any structure or condition existing or maintained in violation of the provisions of the Condominium Documents. The Association shall have no liability to any Co-Owner arising out of the exercise of its rights under this Section 17.3.

Section 17.4 *Assessment of Fines*. The violation of any of the provisions of the Condominium Documents by any Co-Owner shall be grounds for the assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the applicable Co-Owner. Such fines may be assessed only upon delivery of written notice to the offending Co-Owner, and an opportunity for such Co-Owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed Fifty ($50.00) dollars for the second violation, One Hundred ($100.00) dollars for the third violation one hundred and fifty ($150.00) dollars for any subsequent violation.

Section 17.5 *Non-waiver of Rights*. The failure of the Association or of any Co-Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-Owner to enforce such right, provision, covenant or condition in the future.

Section 17.6 *Cumulative Rights, Remedies and Privileges*. All rights, remedied and privileges granted to the Association or any Co-Owner or Co-Owners pursuant to any of the terms, provisions, covenant or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one (1) or more of such rights or remedies shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party under the Condominium Documents or at law or in equity.

Section 17.7 *Enforcement of Provisions of Condominium Documents*. A Co-Owner may file arbitration with the American Arbitration Association against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-Owner may file arbitration with the American Arbitration Association 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.

ARTICLE XVIII
JUDICIAL ACTIONS AND CLAIMS

Notwithstanding the foregoing, actions on behalf of and against the Co-Owners 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 General Common Elements of the Condominium. As provided in the Article of Incorporation of the Association, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-Owners, and shall be governed by the requirements of this Article XVIII. The requirements of this Article XVIII 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 shall

have standing to sue to enforce the requirements of this Article XVIII. 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. In all cases the Association shall attempt to resolve disputes using arbitration and/or mediation.

Section 18.1 *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 18.2 *Litigation Evaluation Meeting.* Before an attorney is engaged for purposes of filing a civil action or arbitration on behalf of the Association, the Board of Directors shall call a special meeting of the Co-Owners (the "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:

(i) it is in the best interests of the Association to file a lawsuit;

(ii) 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;

(iii) litigation is the only prudent, feasible and reasonable alternative; and

(iv) the Board of Directors' proposed attorney for the civil action is of the written opinion that the 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:

(i) the number of years the litigation attorney has practiced law; and

(ii) 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 proposal 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.

(e) 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 18.6 of these Bylaws.

Section 18.3 *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 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 costs of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinions shall be sent to all Co-Owners with the written notice of the litigation evaluation meeting.

Section 18.4 *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 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 18.5 *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 suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-Owners. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting. Notwithstanding any other provision of the Condominium Documents, no litigation shall be initiated by the Association against the Developer until such litigation has been approved by an affirmative vote of seventy- five (75%) percent of all members of the Association in number and value attained after a litigation evaluation meeting held specifically for the purpose of approving such action.

Section 18.6 *Litigation Special Assessment*. All legal fees incurred in pursuit of any civil action that is subject to Sections 18.1 through 18.10 hereof shall be paid by a special assessment of the Co-Owners ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all Co-Owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be appointed to the Co-Owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-Owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

Section 18.7 *Attorney's Written Report*. During the course of any civil action authorized by the Co-Owners pursuant to this Article III, 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, 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 costs of the civil action remains accurate.

Section 18.8 *Attorney's Written Report*. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

(a) the status of the litigation;

(b) the status of settlement efforts, if any; and

(c) the attorney's written report

Section 18.9 *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 cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total costs of the civil action. If the revised estimated exceed 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 all 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 18.10 *Disclosure of Litigation Expenses*. The attorney's 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 XIX
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 invalidity shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

ARTICLE XX
HUD HELD OR INSURED MORTGAGES

If any mortgage upon all or any portion of the Condominium premises is owned, held or insured by the United States Department of Housing and Urban Development, then any reference in these Bylaws to "mortgagee," "first mortgagee," or "institutional holder" of mortgages shall be constructed to include the Department of Housing and Urban Development.

GENESEE COUNTY CONDOMINIUM SUBDIVISON PLAN NO. 445
EXHIBIT B TO MASTER DEED OF

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 IN THE SURVEYOR'S CERTIFICATE ON SHEET 2.

SANDAL WOOD VILLAGE

PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWN 5 NORTH, RANGE 6 EAST,
CITY OF LINDEN, GENESEE COUNTY, MICHIGAN

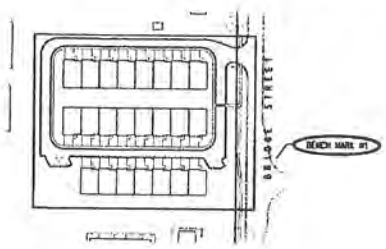
DEVELOPER: LEXINGTON OAKS DEVELOPMENT GROUP, LLC
MARY MITCHELL
301 W. GRAND RIVER AVE.
BRIGHTON, MI 48116
PHONE: (517) 404-0636
EMAIL: MARYAMITCH11@GMAIL.COM

SURVEYOR: CHRIS BRZEZINSKI, PS
GRIGGS QUADERER, INC.
8308 OFFICE PARK DR.
GRAND BLANC, MI 48439
PH: (810) 695-0154
FX: (810) 695-0158
WWW.GQINCORP.COM

STATE OF MICHIGAN
CHRISTOPHER BRZEZINSKI
PROFESSIONAL SURVEYOR
No. 56925
LICENSED PROFESSIONAL SURVEYOR

STANDARD LEGEND

DESCRIPTION	PROPOSED	EXISTING
BUILDING		
STORM SEWER		
SANITARY SEWER		
WATER		
GAS - ELECTRIC		
CABLE - TELEPHONE	— CAT —	
MANHOLE		
GATED VALVE		
FIRE HYDRANT		
WATER VALVE		
POWER POLE		
CURB & GUTTER		
EASEMENT		
LIMITED COMMON ELEMENT		
GENERAL COMMON ELEMENT		



SHEET INDEX:

PROPERTY DESCRIPTION:
SITUATED IN THE CITY OF LINDEN, COUNTY OF GENESEE, STATE OF MICHIGAN:

PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWN 5 NORTH, RANGE 6 EAST, CITY OF LINDEN, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE CENTERLINE OF LINDEN ROAD WHICH BEARS SOUTH 00 DEGREES 51 MINUTES 30 SECONDS EAST 1052.98 (RECORDED AS 1050.00 FEET) FROM THE NORTHWEST CORNER OF SPRING MEADOWS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN LIBER 33 OF PLATS, PAGE 34, GENESEE COUNTY RECORDS; THENCE CONTINUING SOUTH 00 DEGREES 51 MINUTES 30 SECONDS EAST ALONG THE CENTERLINE OF LINDEN ROAD, A DISTANCE OF 210.0 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 15 SECONDS WEST 395.43 FEET (RECORDED AS SOUTH 89 DEGREES 14 MINUTES 30 SECONDS WEST 395.48 FEET); THENCE NORTH 00 DEGREES 50 MINUTES 30 SECONDS WEST (RECORDED NORTH 00 DEGREES 46 MINUTES 10 SECONDS WEST) A DISTANCE OF 210.0 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 15 SECONDS EAST 395.36 FEET TO THE POINT OF BEGINNING.

ALSO: PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWN 5 NORTH, RANGE 6 EAST, CITY OF LINDEN, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING SOUTH 0 DEGREES 51 MINUTES 30 SECONDS EAST 950 FEET FROM NORTHWEST CORNER OF SPRING MEADOWS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN LIBER 33 OF PLATS, PAGE 34, GENESEE COUNTY RECORDS; THENCE CONTINUING SOUTH 0 DEGREES 51 MINUTES 30 SECONDS EAST 100 FEET; THENCE SOUTH 89 DEGREES 14 MINUTES 30 SECONDS WEST 395.48 FEET; THENCE NORTH 0 DEGREES 46 MINUTES 10 SECONDS WEST 100 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 30 SECONDS EAST 395 FEET TO PLACE OF BEGINNING.

BENCHMARK (NAVD88):
BENCHMARK NO. 1

TOP OF NORTHERN MOST FLANGE BOLT ON FIRE HYDRANT LOCATED AT THE NORTHEAST QUADRANT OF BRIDGE STREET AND MEADOW GREEN LAND APPROXIMATELY 45' EAST OF ℄ BRIDGE STREET AND 11' NORTH OF ℄ MEADOW GREEN LANE.

ELEVATION = 887.35

PROPOSED DATED: 06-18-2021

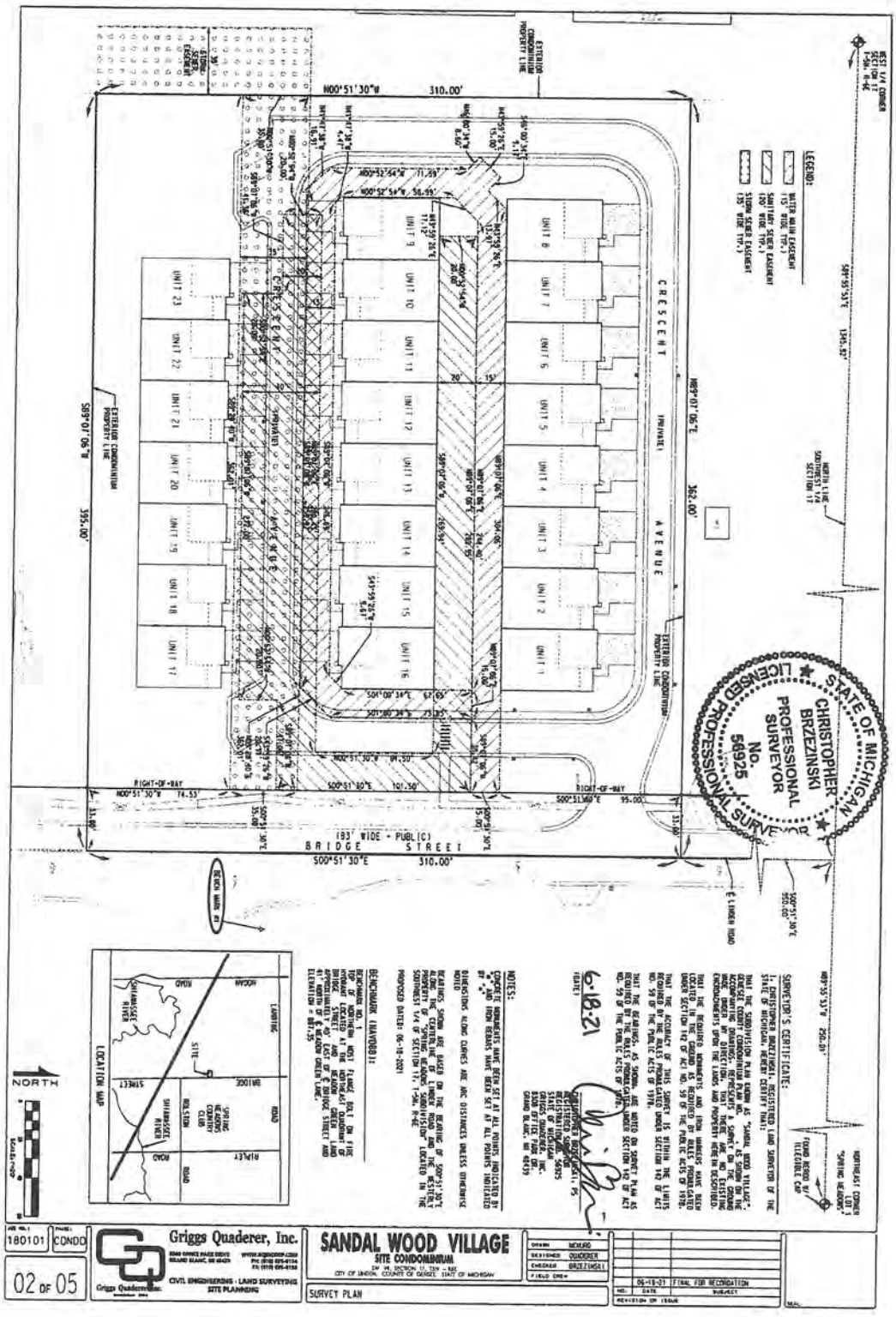
NO.	DATE	REVISION OR ISSUE
1	10-19-21	FINAL FOR RECORDATION

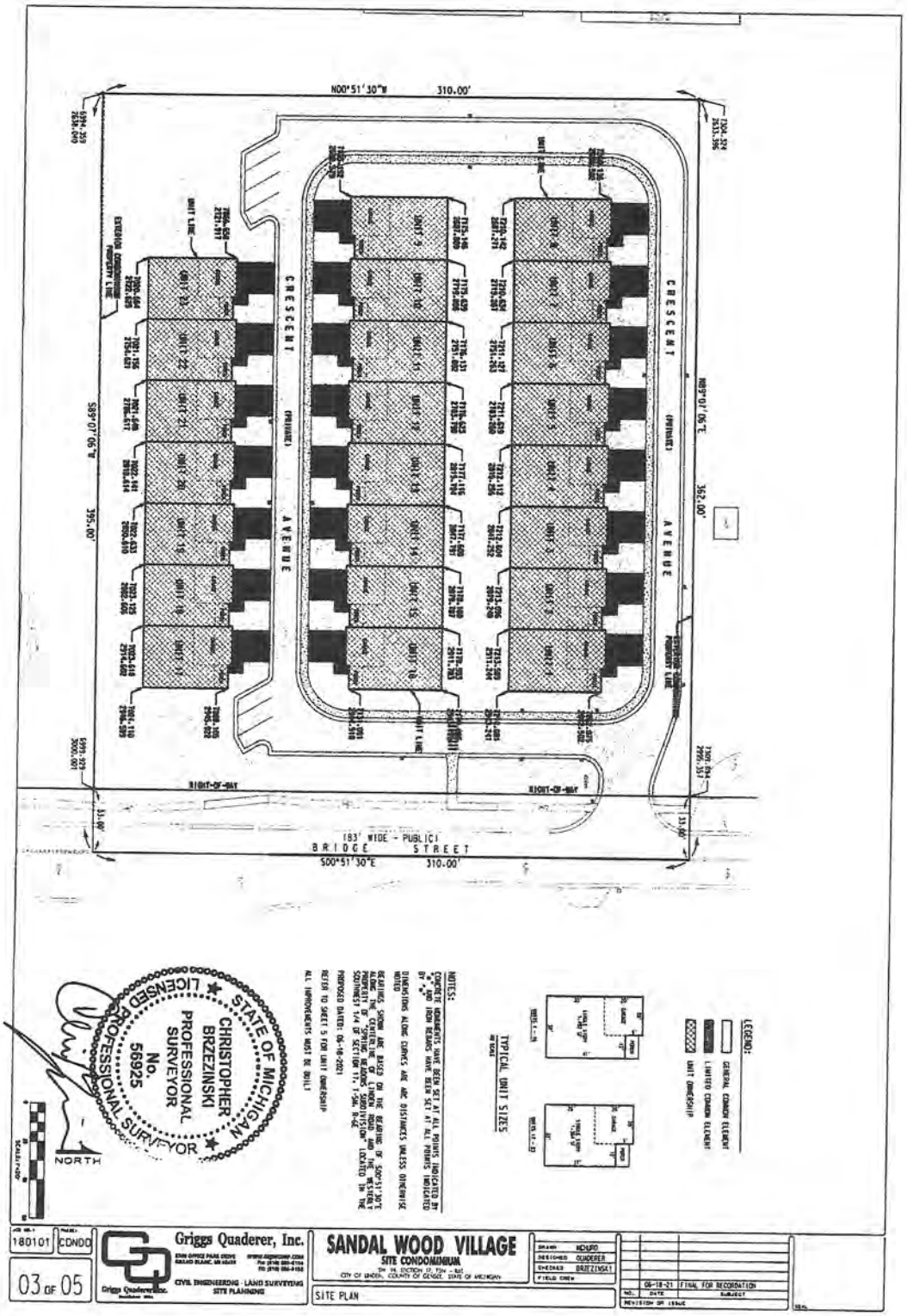
DRAWN: BJORG
CHECKED: BRZEZINSKI
FIELD CREW:

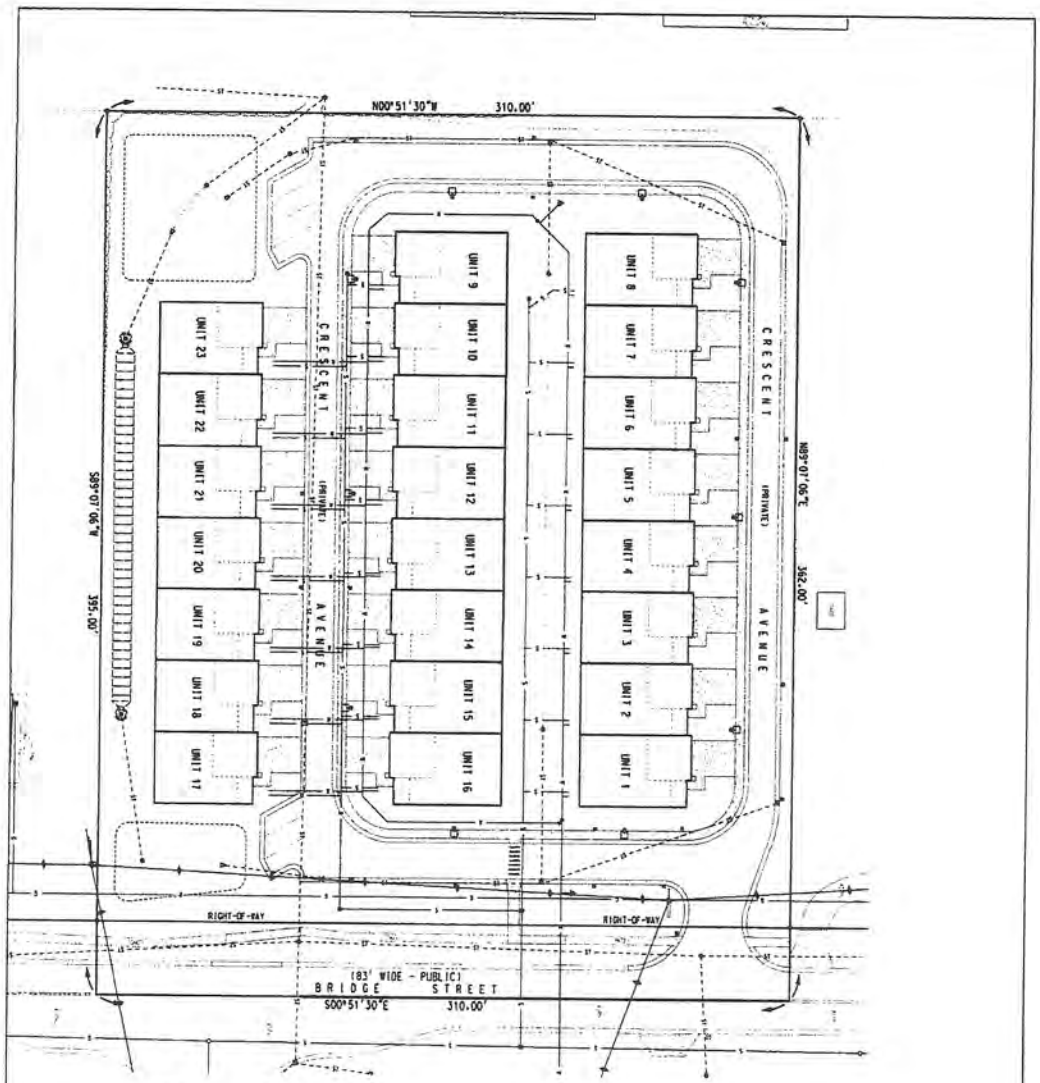
SANDAL WOOD VILLAGE
SITE CONDOMINIUM
CITY OF LINDEN, COUNTY OF GENESEE, STATE OF MICHIGAN
COVER SHEET

Griggs Quaderer, Inc.
CIVIL ENGINEERING, LAND SURVEYING
SITE PLANNING

JOB NO.: 180101
PROJ: CONDO
01 OF 05


SANDAL WOOD VILLAGE
SITE CONDOMINIUM
SURVEY PLAN
Griggs Quaderer, Inc.
CIVIL ENGINEERING · LAND SURVEYING
SITE PLANNING
02 OF 05
180101
CONDO
BRIDGE STREET
CRESCENT AVENUE
LOCATION MAP
NORTH
SURVEYOR'S CERTIFICATE:
NOTES:
BENCHMARK (MAY0801)
STATE OF MICHIGAN
CHRISTOPHER BRZEZINSKI
PROFESSIONAL SURVEYOR
No. 58925
LICENSED PROFESSIONAL SURVEYOR


N00°51'30"W 310.00'
CRESCENT AVENUE (PRIVATE)
UNIT 1
UNIT 2
UNIT 3
UNIT 4
UNIT 5
UNIT 6
UNIT 7
UNIT 8
UNIT 9
UNIT 10
UNIT 11
UNIT 12
UNIT 13
UNIT 14
UNIT 15
UNIT 16
UNIT 17
UNIT 18
UNIT 19
UNIT 20
UNIT 21
UNIT 22
UNIT 23
UNIT 24
N89°07'06"E 362.00'
S89°07'06"W 395.00'
RIGHT-OF-WAY
33.00'
183' WIDE - PUBLIC
BRIDGE STREET
S00°51'30"E 310.00'
NOTES:
1. CONCRETE MONUMENTS HAVE BEEN SET AT ALL POINTS INDICATED BY ●, AND IRON REBARS HAVE BEEN SET AT ALL POINTS INDICATED BY ○.
2. DIMENSIONS ALONG CURVES ARE ARC DISTANCES UNLESS OTHERWISE NOTED.
3. BEARINGS SHOWN ARE BASED ON THE BEARING OF S00°51'30"E ALONG THE CENTERLINE OF BRIDGE STREET AS SHOWN ON THE PLAT OF "SPRING MEADOWS SUBDIVISION" LOCATED IN THE SOUTHWEST 1/4 OF SECTION 11, T-5N, R-4E.
PROPOSED DATED: 06-18-2021
REFER TO SHEET 5 FOR UNIT OWNERSHIP
ALL IMPROVEMENTS MUST BE BUILT
TYPICAL UNIT SIZES
LEGEND:
GENERAL COMMON ELEMENT
LIMITED COMMON ELEMENT
UNIT OWNERSHIP
STATE OF MICHIGAN
LICENSED PROFESSIONAL SURVEYOR
CHRISTOPHER BRZEZINSKI
PROFESSIONAL SURVEYOR
No. 56925
NORTH
SCALE: 1"=50'
180101
CONDO
03 OF 05
Griggs Quaderer, Inc.
CIVIL ENGINEERING · LAND SURVEYING
SITE PLANNING
SANDAL WOOD VILLAGE
SITE CONDOMINIUM
SITE PLAN
DRAWN MD/JPD
DESIGNED QUADERER
CHECKED BRZEZINSKI
FIELD CREW
06-18-21 FINAL FOR RECORDATION
NO. DATE SUBJECT
REVISION OR ISSUE



JOB NO.: 180101 | PROJECT: CONDO

04 OF 05

Griggs Quaderer, Inc.
CIVIL ENGINEERING · LAND SURVEYING
SITE PLANNING

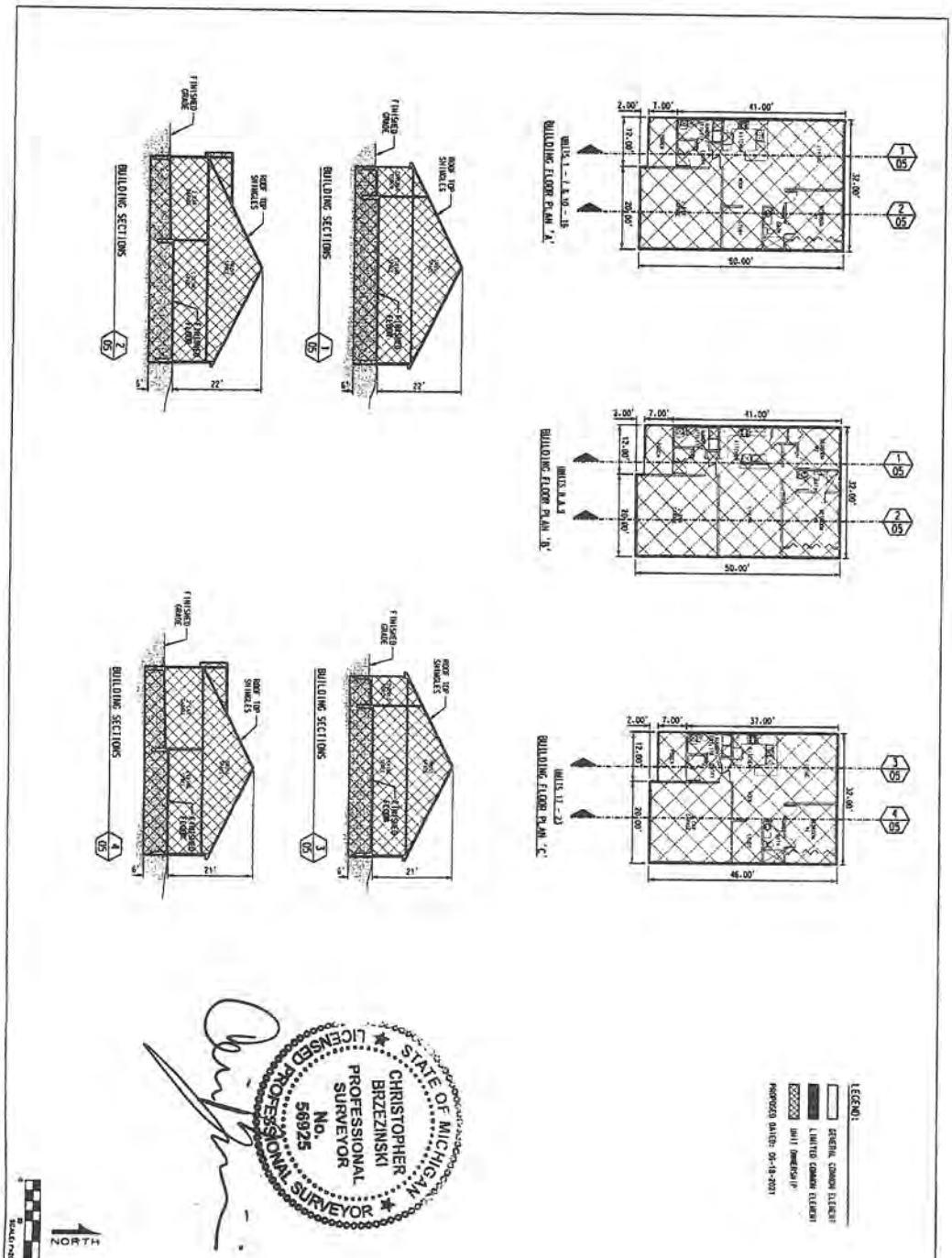
SANDAL WOOD VILLAGE
SITE CONDOMINIUM
PART OF SW. SECTION 17, T5N., R4E
CITY OF UNION, COUNTY OF CRIGGS, STATE OF MICHIGAN

DRAWN: MCHURD
DESIGNED: QUADERER
CHECKED: BRZEZINSKI
FIELD CREW:

UTILITY PLAN

NO.	DATE	REVISION OR ISSUE	SUBJECT
	06-18-21	FINAL FOR RECORDATION	

SEAL



180101 | CONDO

05 OF 05

Griggs Quaderer, Inc.

CIVIL ENGINEERING - LAND SURVEYING
SITE PLANNING

SANDAL WOOD VILLAGE

SITE CONDOMINIUM

UNIT FLOOR PLAN & CROSS SECTIONS

DRAWN: MDH
DESIGNED: QUADERER
CHECKED: BRZEZINSKI
FIELD CREW:

05-18-21 | FINAL FOR RECORDATION
NO: | DATE | BY/DESCRIPTION
REVISION OR ISSUE