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**MASTER DEED** Site Condos - Lot sizes

**THE ESTATES OF IRISH FARMS**

**THIS MASTER DEED** is made and executed on this 8 day of Dec, 2006, by Irish Farms Development, L.L.C., a Michigan limited liability company (hereinafter referred to as "Developer") whose address is 85 North Main Street, Suite 101, Mt. Clemens, Michigan 48043, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended).

WHEREAS, 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 (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential site condominium project under the provisions of the Act.

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

## ARTICLE I

## TITLE AND NATURE

The Condominium Project shall be known as The Estates of Irish Farms, Genesee County Condominium Subdivision Plan No. 401. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, 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 a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have an undivided and inseparable right to share with other Co-owners the Common Elements of the Condominium Project.



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.

Daniel T. Kildee
mw 12-11-06

Fr 05-06-100-024 LD NAB

05-06-400-036

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## ARTICLE II

## LEGAL DESCRIPTION

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

Land situated in the Township of Davison, County of Genesee, State of Michigan, is described as follows:

Part of the Northeast Quarter, the Northwest Quarter and the Southwest Quarter of Section 6, Town 7 North, Range 8 East, Davison Township, Genesee County, Michigan, described as: Beginning at the North Quarter corner of said Section 6; thence N.88°21'26"E. 122.00 feet along the North line of said Section 6 and the centerline of Potter Road (66.00 feet wide);thence S.01°43'48"E. 1269.00 feet; thence S.88°16'12"W. 130.00 feet; thence S.01°43'48"E. 210.80 feet; thence S.88°21'26"W. 19.14 feet; thence S.01°38'34"E. 254.00 feet; thence N.88°21'26"E. 10.00 feet; thence S.01°38'34"E. 66.00 feet; thence S.88°21'26"W. 27.00 feet; thence S.01°38'34"E. 127.00 feet; thence N.88°21'26"E. 85.00 feet; thence S.01°38'34"E. 371.73 feet; thence S.88°21'26"W. 100.00 feet; thence S.01°38'34"E. 127.29 feet; thence S.01°48'31"E. 66.00 feet; thence S.88°11'29"W. 43.67 feet; thence 22.31 feet along the arc of a 266.00 foot radius tangent curve to the right having a central angle of 04°48'23" and a chord bearing N.89°24'19"W. 22.31 feet; thence S.01°48'31"E. 167.35 feet to the East and West Quarter line of said Section 6; thence N.88°23'02"E. 174.30 feet along the East and West Quarter line of said Section 6 to the Center Post of said Section 6; thence S.03°05'19"E. 64.16 feet along the North and South Quarter line of said Section 6; thence S.86°36'54"W. 216.00 feet along the Northerly line of "Townline East Estates No. 5", as recorded in Liber 51 of Plats, Pages 27-28, Genesee County Records, to the Easterly line of "Townline East Estates No. 5"; thence N.03°06'51"W. 70.83 feet along the Easterly line of "Townline East Estates No. 5" to the East and West Quarter line of said Section 6; thence along the East and West Quarter line of said Section 6 the following two courses: S.88°23'02"W. 827.45 feet along the Northerly line of "Townline East Estates No. 5" and S.88°12'41"W. 262.50 feet along the Northerly line of "Townline East Estates No. 4", as recorded in Liber 49 of plats, Pages 29-30, Genesee County Records; thence N.02°56'36"W. 1338.46 feet; thence N.87°54'47"E. 88.64 feet; thence N.01°43'48"W. 137.10 feet; thence N.88°21'10"E. 869.66 feet; thence N.01°43'48"W. 732.90 feet; thence N.88°21'10"E. 300.00 feet; thence N.01°43'48"W. 450.00 feet to the North line of said Section 6 and the centerline of Potter Road; thence N.88°21'10"E. 28.00 feet along the North line of said Section 6 and the centerline of Potter Road to the Point of Beginning, containing 51.79 acres of land, more or less.

## 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 and rules and regulations of The Estates of Irish Farms Condominium Association, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in The Estates of Irish Farms. Wherever 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, being Act 59 of the Public Acts of 1978, as amended.

*Section 3.2* ***"Association"*** means The Estates of Irish Farms Condominium Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members, and which shall administer, operate, manage and maintain the Condominium. Any action which the Association is required or entitled to take shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

*Section 3.3* ***"Bylaws"*** means Exhibit A attached to this Master Deed, which sets forth the substantive rights and obligations of the Co-owners and which is required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as allowed under the Michigan Nonprofit Corporation Act, as amended.

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

*Section 3.5* ***"Condominium Documents"*** means this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, as any or all of the foregoing may be amended from time to time.

*Section 3.6* ***"Condominium Premises"*** means the land described in Article II above, including any additional land added to the Condominium pursuant to Article VI below, all improvements and structures thereon, and all easements, rights and appurtenances belonging to The Estates of Irish Farms.

*Section 3.7* ***"Condominium Project, Condominium or Project"*** are used synonymously to refer to The Estates of Irish Farms.

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

*Section 3.9* ***"Consolidating Master Deed"*** means the final amended Master Deed which shall describe The Estates of Irish Farms as a completed Condominium Project, and all Units and Common Elements therein. 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, 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 3.10* ***"Co-owner"*** means an individual, firm, corporation, partnership, limited liability company, 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 Project. Unless the context indicates otherwise, the term "Owner", wherever used, shall be synonymous with the term "Co-owner."

*Section 3.11* ***"Declaration"*** means the Declaration of Easements, Covenants, Conditions and Restrictions established by the Developer recorded with the Genesee County Register of Deeds, which governs the Overall Project.

*Section 3.12* ***"Developer"*** means Irish Farms Development, L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents. However, the word "successor" as used in this Section 3.12 shall not be interpreted to mean a "Successor Developer" as defined in Section 135 of the Act.

*Section 3.13* ***"Development and Sales Period"*** means the period commencing with the recordation of this Master Deed and continuing during the period that Developer owns (in fee simple, as a land contract purchaser or as an optionee) any Unit in the Project.

*Section 3.14* ***"Entranceways"*** shall mean the entranceways within the Project, as shown on Exhibit B.

*Section 3.15* ***"Entranceway, Landscaping and Perimeter Improvements"*** shall mean the Entranceways and any Entranceway monuments, signs, boulevard medians, landscaping, irrigation systems and related improvements located at or within the Entranceways, and any perimeter landscaping, irrigation systems, sidewalks, fencing and related improvements located at or within the Open Space Areas.

*Section 3.16* ***"First Annual Meeting"*** means the initial meeting at which non-Developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be addressed at such meeting. Such meeting is to be held (a) in Developer's sole discretion after fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily after the elapse of fifty-four (54) months from the date of the first Unit conveyance, or (c) mandatorily within one hundred twenty (120) days after seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs.

*Section 3.17* ***"Master Association"*** means the association established by the Developer pursuant to the Declaration to govern the Overall Project.

*Section 3.18* ***"Overall Project"*** means the residential community established by Developer pursuant to the Declaration, known as "Irish Farms," of which the Condominium is a part.

*Section 3.19* ***"Open Space Areas"*** shall mean all open space areas which are located within the Project, which are identified on Exhibit B to this Master Deed.

*Section 3.20* ***"Sidewalks"*** shall mean all sidewalks, installed parallel to the Roads, within the Units or within the right of way of the Roads.

*Section 3.21* ***"Storm Water Drainage Facilities"*** means the surface water drainage system, storm drain lines and detention/sedimentation basins within the Project or within easements benefiting the Project, which are identified on Exhibit B to this Master Deed.

*Section 3.22* ***"Township"*** means the Township of Davison. Where Township approval is required pursuant to the terms of this Master Deed or any Exhibits to this Master Deed, such approval shall be granted by the Township of Davison Township Board, or such other individual or committee designated by the Township Board for such purpose.

*Section 3.23* "***Transitional Control Date***" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with Developer exceed the votes which may be cast by Developer.

*Section 3.24* "***Unit or Condominium Unit***" each mean a single building site unit in The Estates of Irish Farms as described in Section 5.1of this Master Deed and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined under the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner 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 Project described in Exhibit B to this Master Deed, and the respective responsibilities for their maintenance, repair and replacement, are as follows:

*Section 4.1* ***General Common Elements.*** The General Common Elements are as follows:

*(a)* ***Land.*** The land, if any, designated in Exhibit B as General Common Elements.

*(b)* ***Electrical.*** The electrical transmission mains and wiring throughout the Project up to the point of lateral connection for Unit service which is located at the boundary of the Unit, together with common lighting, if any, for the Project.

*(c)* ***Telephone.*** The telephone system throughout the Project up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

*(d)* ***Telecommunications.*** The telecommunications system throughout the 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.

*(e)* ***Gas.*** The gas distribution system throughout the Project up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

*(f)* ***Water.*** The water distribution system throughout the Project up to the point of lateral connection for Unit service, which is located at the boundary of the Unit, and all common sprinkling system fixtures and connections as well as all common sprinkling system controls, if any, for the Common Elements.

*(g)* ***Sanitary Sewer.*** The sanitary sewer system throughout the Project, including all lift stations, up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

*(h)* ***Storm Water Drainage Facilities.*** The surface water drainage system, storm drain lines and detention/sedimentation basins within the Project, which are identified on Exhibit B to this Master Deed.

*(i)* ***Roads.*** All roadways, streets, sidewalks and medians within the Project, except drives and parking areas located within the boundaries of the Units unless and until such roadways, streets, sidewalks and medians are dedicated to and accepted by the Road Commission of Genesee County for public use and maintenance.

*(j)* ***Landscaping.*** All landscaping, berms, trees, plantings, entranceway monuments, street signs, foot bridges, benches, tables and other structures and improvements, if any, located on the land designated on Exhibit B as General Common Elements.

*(k)* ***Perimeter Fencing.*** Walls, fencing or similar structures, if any, constructed or installed within the General or Limited Common Elements for the purpose of screening the Project from adjacent properties.

*(l)* ***Easements.*** All easements, if any, that are appurtenant to and that benefit the Condominium Premises pursuant to recorded easement agreements, reciprocal or otherwise.

*(m)* ***Entranceways.*** The Entranceways as defined in Section 3.14. The Developer, during the Development and Sales Period, and the Master Association, after the Development and Sales Period, shall have the right to establish reasonable rules and regulations with respect to the use and maintenance of the Entranceways.

*(n)* ***Entranceway, Landscaping and Perimeter Improvements.*** The Entranceway, Landscaping and Perimeter Improvements as defined in Section 3.15. The Developer, during the Development and Sales Period, and the Association, after the Development and Sales Period, shall have the right to establish reasonable rules and regulations with respect to the use and maintenance of the Entranceway, Landscaping and Perimeter Improvements.

*(o)* ***Open Space Areas.*** The Open Space Areas as defined in Section 3.19. The Developer, during the Development and Sales Period, and the Master Association, after the Development and Sales Period, shall have the right to establish reasonable rules and regulations with respect to the use and maintenance of the Open Space Areas.

*(p)* ***Other.*** Such other elements of the Project not designated in this Article IV as General or Limited Common Elements which are not within the boundaries of a Unit, and which are intended for common use or are necessary for the existence, upkeep and safety of the Project.

Some or all of the utility lines, including electricity, telephone and telecommunications, gas, water, sanitary sewer and storm sewer systems, and storm water detention areas and drainage facilities and equipment described below may be owned by the local public authority, or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-Owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any. Certain utilities as shown on Exhibit B may be conveyed or dedicated to the Township or the Genesee County Drain Commission, and except to the extent of such conveyance or dedication, such utilities shall be General Common Elements.

*Section 4.2* ***Limited Common Elements.*** Limited Common Elements are those portions of the Common Elements that are reserved for the exclusive use and enjoyment of one or more but not all Co-owners. The Project as currently constituted does not contain any Limited Common Elements. However, Developer and/or the Association may amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B to create Limited Common Elements within those portions of the Condominium Premises designated as General Common Elements in the Condominium Subdivision Plan.

*Section 4.3* ***Responsibilities.*** The respective responsibilities for the maintenance, repair and replacement of the Common Elements are as follows:

*(a)* ***Co-owner Responsibility for Units.*** Developer anticipates that a separate residential dwelling (including attached garage and porches) will be constructed within each of the Units depicted on Exhibit B, together with various improvements and structures which are appurtenant to such dwelling. Except as otherwise expressly provided in this Master Deed or the Bylaws, the responsibility for and the cost of installing, maintaining, decorating, repairing and replacing any dwelling and other improvements, structures or landscaping located within a Unit shall be borne by the Co-owner of such Unit. All improvements constructed or installed within a Unit shall be subject to the Architectural Controls described in the Bylaws. In connection with any amendment made by Developer pursuant to Article VI or Article VII of this Master Deed, Developer may designate Limited Common Elements that are to be installed, maintained, decorated, repaired and replaced at Co-owner expense or, in proper cases, at Association expense.

*(b)* ***Association Responsibility for Units.*** Pursuant to Section 18.3 of the Bylaws, the Association, acting through its Board of Directors, may (but has no obligation to) undertake any maintenance, repair or replacement obligation of the Co-owner of a Unit under this Master Deed and Bylaws, to the extent that the Co-owner has not performed such obligation, and the cost thereof shall be assessed against such Co-owner. The Association shall not be responsible for any damage to a Unit or the dwelling or appurtenances contained therein that occurs as a result of the Association performing the unperformed obligations of the Co-owner of the Unit.

*(c)* ***General Common Elements.*** Unless otherwise expressly provided in the Condominium Documents, the cost of maintaining, repairing and replacing all General Common Elements, which are not the responsibility of the Master Association pursuant to the terms of the Declaration, shall be borne by the Association.

*(d)* ***Common Lighting.*** Developer, the Master Association and/or the Association may, but is/are not required to, install luminating fixtures within the Condominium Project and to designate the same as common lighting as provided in Section 4.1(b) above. 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 and/or the Master Association. Said fixtures shall be maintained, repaired, renovated, restored, and replaced and light bulbs furnished by the Association and/or the Master Association. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Association and/or the Master Association in its discretion. No Co-owner shall modify or change such

fixtures in any way nor cause the electrical flow for their operation to be interrupted at any time. If the fixtures operate on photo electric cells, the timers for such cells shall be set by and at the discretion of the Association and/or the Master Association, and shall remain lit at all times determined by the Association and/or the Master Association.

*(e)* ***Utility Services***. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with the extension of utilities by laterals from the mains to the dwellings and other improvements located within the Units. All costs of water, electricity, natural gas, cable television, telephone and any other utility services shall be borne by the Co-owner of the Unit to which the services are furnished. All utility meters, laterals and leads shall be maintained, repaired 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 maintenance, repair or replacement.

*(f)* ***Private Roads***. The private roads as shown on the Condominium Subdivision Plan will be maintained (including snow removal), replaced, repaired, and resurfaced as necessary by the Master Association and in accordance Township Ordinances, including but not limited to filling chuck holes, grading, regrading, paving, repaving, surfacing, resurfacing, cutting of weeds, maintenance of drainage ditches and street signs, and the removal of snow and ice. It is the Master Association's responsibility to inspect and to perform preventative maintenance of the Condominium roadways on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. The Master Association may establish a reserve fund and/or other form of assessment in accordance with the Declaration for the purpose of satisfying the Master Association's obligations with respect to the Condominium roadways.

*(g)* ***Lawn and Landscaping Maintenance within Units***. The cost of maintaining, repairing or replacing individual lawns and all landscaping within a Unit shall be borne by the Co-owner of the Unit. In connection with any amendment made by Developer pursuant to Article VI or Article VIII of this Master Deed, Developer may designate Limited Common Elements that are to be maintained, repaired and replaced at Co-owner expense or, in proper cases, at Association expense.

*(h)* ***Storm Water Drainage Facilities***. The Master Association shall be responsible for maintaining, repairing and replacing the Storm Water Drainage Facilities. It shall be the applicable Unit Owner's responsibility to maintain the finish grade of such Owner's Unit in the condition established by the builder of the dwelling on such Unit.

*(i)* ***Snow Removal From Sidewalks***. Each Co-owner shall be responsible for the removal of snow from the Sidewalks which are adjacent to such Co-owner's Unit.

*Section 4.4* *Use of Units and Common Elements*. No Co-owner shall use his Unit or the Common Elements in any manner which is inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements. In addition, no Co-owner shall be entitled to alter any General Common Elements or Limited Common Elements, or construct or install any improvements, fixtures or other structures on, in or to any General Common Elements or Limited Common Elements, without the prior written approval of Developer during the Development and Sales Period and the Association and/or Master Association thereafter.

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*Section 4.5* <u>*Residential Use*</u>. The use of the Units is limited to residential use in accordance with this Master Deed and exhibits, the ordinances of the Township and the requirements of other applicable governmental authorities.

## ARTICLE V

## UNIT DESCRIPTION AND PERCENTAGE OF VALUE

*Section 5.1* <u>*Description of Units*</u>. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of The Estates of Irish Farms as surveyed by Fenn & Associate Inc. and attached 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.

*Section 5.2* <u>*Percentage of Value*</u>. The percentage of value assigned to each Unit shall be equal. The total value of all Units in the Project is 100%. The determination that the percentages of value of each Unit is equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there are no material differences among the Units insofar as the allocation of percentage of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Unit's respective share of the Common Elements of the Condominium Project, and the proportionate share of each Unit in the proceeds and the expenses of administration, and the vote attributed to each Unit at meetings of the Association. All of the Co-Owners of a Unit shall be entitled to only one vote at meetings of the Association for each Condominium Unit Owner.

## ARTICLE VI

## EXPANSION OF CONDOMINIUM

*Section 6.1* <u>*Area of Future Development*</u>. The Condominium Project established pursuant to this Master Deed consists of ninety five (95) Units, and is intended to be part of an Expandable Condominium under the Act, which will contain a maximum of one hundred forty (140) Units. Additional Units, if any, will be constructed upon all or portions of the following described real property:

Land situated in the Township of Davison, County of Genesee, State of Michigan, is described as follows:

Part of the Northeast Quarter, the Northwest Quarter, and the Southwest Quarter of Section 6, Town 7 North, Range 8 East, Davison Township, Genesee County, Michigan, described as:

Commencing at the North Quarter corner of said Section 6; thence N.88°21'26"E. 122.00 feet along the North line of said Section 6 and the centerline of Potter Road (66.00 feet wide); thence S.01°43'48"E. 1269.00 feet to the Point of Beginning; thence N.88°21'26"E. 388.00 feet; thence S.01°38'34"E. 211.00 feet; thence S.88°21'26"W 160.81 feet; thence S.01°38'34"E. 127.00 feet; thence N.88°21'26"E. 12.00 feet; thence S.01°38'34"E. 682.00 feet; thence S.88°21'26"W. 12.00 feet; thence S.01°38'34"E. 135.84 feet; thence S.01°48'31"E. 66.00 feet; thence N.88°11'29"E. 447.04 feet; thence 122.30 feet along the arc of a 78.00 foot radius tangent curve to the right having a central angle of 89°50'03" and a chord bearing N.43°16'28"E. 110.15 feet; thence N.01°38'34"W. 77.55 feet; thence N.88°21'26"E. 142.94 feet; thence 11.44 feet along the arc of a 266.00 foot radius tangent curve to the left having a central angle of 02°27'49" and a chord bearing N.87°07'31"E. 11.44 feet; thence N.85°53'37"E. 136.35 feet; thence S.04°06'23"E. 327.85 feet to the East and West

Quarter line of said Section 6; thence N.88°11'29"E. 491.10 feet along the East and West Quarter line of said Section 6; thence S.03°37'39"E. 264.68 feet to the North line of "Briarcliffe Subdivision", as recorded in Liber 51 of Plats, Pages 29 and 30, Genesee County Records; thence the following 6 courses along the Northerly line of "Briarcliffe Subdivision": S.59°27'27"W. 200.94 feet, S.57°23'23"W. 66.00 feet; 58.00 feet along the arc of a 317.00 foot radius non-tangent curve to the right having a central angle of 10°29'00" and a chord bearing S.27°22'06"E. 57.92 feet; S.88°35'57"W. 197.76 feet, S.01°21'09"E. 247.54 feet and S.88°23'48"W. 292.38 feet; thence N.02°55'54"W. 692.41 feet to the East and West Quarter line of said Section 6; thence the following 2 courses along the East and West Quarter line of said Section 6; S.88°11'29"W. 914.60 feet to the Center of said Section 6 and S.88°23'02"W. 174.30 feet; thence N.01°48'31"W. 167.35 feet; thence 22.31 feet along the arc of a 266.00 foot radius tangent curve to the right having a central angle of 04°48'23" and a chord bearing S.89°24'19"E. 22.31 feet; thence N.88°11'29"E. 43.67 feet; thence N.01°48'31"W. 66.00 feet; thence N.01°38'34"W. 127.29 feet; thence N.88°21'26"E. 100.00 feet; thence N.01°38'34"W. 371.73 feet; thence S.88°21'26"W. 85.00 feet; thence N.01°38'34"W. 127.00 feet; thence N.88°21'26"E. 27.00 feet; thence N.01°38'34"W. 66.00 feet; thence S.88°21'26"W. 10.00 feet; thence N.01°38'34"W. 254.00 feet; thence N.88°21'26"E. 19.14 feet; thence N.01°43'48"W. 210.80 feet; thence N.88°16'12"E. 130.00 feet to the Point of Beginning, containing 25.39 acres of land, more or less

The foregoing described property is identified on Exhibit B as the "Area of Future Development".

*Section 6.2* ***Increase in Number of Units.*** Notwithstanding anything to the contrary contained in this Master Deed, the number of Units in the Project may, at the option of the Developer and subject to the approval of the Township, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be increased by the addition to this Condominium Project of any portion of the Area of Future Development. The location, size, and configuration of all such additional Units that may be located in the Area of Future Development shall be determined by the Developer in its sole discretion.

*Section 6.3* ***Expansion Not Mandatory.*** Nothing contained in this Article VI shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed. There are no restrictions on the Developer's ability to expand the Project. The Developer has no obligation to add to the Condominium Project all or any portion of the Area of Future Development described in this Article VI nor is there any obligation to add portions thereof in any particular order.

*Section 6.4* ***Amendment of Master Deed and Modification of Percentages of Value.*** The expansion of the Condominium Project shall be effective upon the recordation of one or more amendments to this Master Deed in a form satisfactory to the Developer, in its discretion, and subject to the approval of the Township. Each such amendment to the Master Deed shall proportionately re-adjust the percentage of value set forth in Article V, in order to reflect a total value of 100% for the entire Condominium Project, as expanded pursuant to the applicable amendment to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. However, such re-adjustments shall reflect a continuing reasonable relationship among percentages of value based upon the method originally used by the Developer to determine percentages of value for the Project.

*Section 6.5* ***Redefinition of Common Elements.*** Any amendments to the Master Deed for the purpose of expanding the Project shall contain such further delineations of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project by such amendment. In connection with any such amendment(s), the Developer shall have the right, subject to the approval of the Township, to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the Area of Future Development, and to provide access to any Unit that is located on, or planned for the Area of Future Development from the roadways and sidewalks located in the Project.

*Section 6.6* ***Consolidating Master Deed.*** If the Project is expanded, a Consolidating Master Deed shall be recorded pursuant to the Act when the project is finally concluded as determined by the Developer, in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

*Section 6.7* ***Consent of Interested Persons.*** All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to all amendments to this Master Deed prepared by the Developer to effectuate the purposes of this Article VI and to any proportionate reallocation of percentages of value of existing Units which the Developer determines are necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be effected without the necessity of re-recording the entire Master Deed or the exhibits hereto and may incorporate by reference all or any portion of this Master Deed and exhibits.

## ARTICLE VII

## CONTRACTION OF CONDOMINIUM

*Section 7.1* ***Right to Contract.*** As of the date this Master Deed is recorded, Developer intends to establish a Project consisting of ninety four (94) Units on the land described in Article II. Developer reserves the right, however, to establish a Project consisting of fewer Units than described above within the land described in Article II and to withdraw from the Project all or some portion of the land described in Article II and/or Article VI. Therefore, notwithstanding anything to the contrary contained in the other provisions of this Master Deed, the number of Units in this Condominium Project may, at the option of Developer, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment and approved by the Township, but in no event shall the number of Units be less than two (2).

*Section 7.2* ***Withdrawal of Land.*** In addition to the provisions of Section 7.1, Developer unconditionally reserves the right, subject to the approval of the Township, to withdraw from the Project any portion or portions of the land described in Article II and/or Article VI provided such land is not reasonably necessary to provide access to or otherwise serve the Units and their appurtenant Limited Common Elements, if any, included in the Project, as contracted. Developer reserves the right to use the portion of the land withdrawn, in its discretion. Developer further reserves the right, subsequent to such withdrawal but prior to six (6) years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land previously withdrawn.

*Section 7.3* ***Creation of Easements***. In the event of any contraction under this Article VII, subject to the approval of the Township, Developer reserves for the benefit of itself, its successors or assigns, and all owners of the land described in Article II and/or Article VI and all portions thereof, an easement for the unrestricted use of all roads in the Project for the purpose of ingress or egress to and from each and every portion of the Project as contracted, and for utilizing, tapping, tying into, extending and enlarging all utility improvements located within the Condominium Premises, including, but not limited to, storm sewer, water main, sanitary sewer, gas, telephone, electrical and telecommunication lines. In addition, to the extent that any General Common Elements within the land described in Article II and/or Article VI are withdrawn from the Project, Developer shall cause non-exclusive easements for the benefit of the Units remaining in the Project to be created over such withdrawn General Common Elements to the extent necessary for the continued operation of the Project.

*Section 7.4* ***Amendment of Master Deed***. Any contraction in size of the Project shall be effective upon the recordation of one or more amendments to this Master Deed in a form satisfactory to Developer, in its discretion. Each such amendment to the Master Deed shall proportionately readjust the percentages of value set forth in Article V, in order to reflect the total value of 100% for the Project, as contracted pursuant to the applicable amendment to this Master Deed. The precise determination of the readjustment in percentages of value shall be within the sole judgment of Developer. However, such readjustment shall reflect a continuing reasonable relationship among percentages of value, based upon the original method of determining percentages of value for the Project.

*Section 7.5* ***Redefinition of Common Elements***. Any amendments to the Master Deed pursuant to Section 7.4 shall contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the Units in the Project, as contracted. In connection with any such amendments, Developer shall have the right to change the nature of any Common Elements previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article VII including, but not limited to, the connection of roadways that may be located on, or planned for the area which is withdrawn from the Project, and to provide access to any Unit that is located on, or planned for the withdrawn area from the roadways located in the Project.

*Section 7.6* ***Consent of Interested Parties***. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendments to this Master Deed as may be proposed by Developer to effectuate the purposes of this Article VII and to any proportionate reallocation of percentages of value of Units which Developer determines are necessary in conjunction with such amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

## ARTICLE VIII

## CONSOLIDATION, AND OTHER MODIFICATION OF UNITS, AND LIMITED COMMON ELEMENTS

Notwithstanding anything to the contrary contained in this Master Deed or the Bylaws, the Units and Common Elements in the Project may be consolidated, modified and the boundaries relocated, in accordance with Section 48 of the Act and this Article VIII. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded Amendment or Amendments to this Master Deed.

*Section 8.1* ***Modification of Units***. During the Development and Sales Period, Developer may, in its sole discretion, and without obtaining the consent of any person whatsoever (including Co-owners and mortgagees of Units), except for the Township, modify the size, boundaries, location, and configuration of Units and/or 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 thereof, subject to the requirements of any governmental authority having jurisdiction over the Project and further subject to Section 11.1 of this Master Deed. Any modifications by Developer in accordance with the terms of this Section 8.1 shall take effect upon the recordation of an amendment to the Master Deed. In addition, Developer may, in connection with any such amendment, re-adjust percentages of value for all Units to reflect the Unit modifications or Limited Common Element modifications, based upon the method by which percentages of value were originally determined for the Project. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 8.1 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer determines are necessary in conjunction with any such amendments, subject to Article X of this Master Deed. Subject to the foregoing, all such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

*Section 8.2* ***Consolidation or Relocation of Units***. During the Development and Sales Period, Developer may, in its sole discretion, and without the consent of any other person whatsoever (including Co-owners and mortgagees of Units), except the Township, consolidate under single ownership two (2) or more Units which are located adjacent to one another, and/or relocate any boundaries between adjoining Units, subject to the requirements of any governmental authority having jurisdiction over the Project and further subject to Section 11.1 of this Master Deed. Developer shall give effect to the consolidation of Units and/or the relocation of Unit boundaries by amending this Master Deed with one or more amendments prepared by and at the sole discretion of Developer in the manner provided by law. Any amendment that consolidates or relocates the boundaries between Units shall identify the consolidated or relocated Unit(s) by number and, when appropriate, the percentage of value as set forth herein for the consolidated or relocated Unit(s) shall be proportionately allocated among the adjusted Condominium Units in order to preserve a total value of one hundred (100%) percent for the entire Project following such amendment or amendments to this Master Deed. Developer shall determine, in its sole discretion, any such re-adjustment of the percentages of value, provided that such readjustments shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Any such amendment or amendments 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 Project as modified. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 8.2, subject to the limitations set forth herein, and to any proportionate reallocation of percentages of value of units which Developer determines are necessary in connection with any such amendments. All such interested persons irrevocably appoint Developer as agent and attorney-in-fact 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 8.3* *__Limited Common Elements__*. Limited Common Elements shall be subject to assignment and re-assignment in accordance with Section 39 of the Act, to accomplish the rights to consolidate or relocate boundaries described in this Article VIII or for other purposes.

*Section 8.4* *__Right to Construct Amenities__*. Subject to the approval of the Township, Developer reserves the right to construct various amenities, including, by way of example, entranceway monuments, street signs and other signage, foot bridges, jogging or walking paths, nature trails, detention pond areas, landscaping features, fences, walls, benches, tables, and other structures and improvements anywhere within the General Common Elements and Limited Common Elements (the foregoing amenities shall be collectively referred to as the "Amenities"). If any such Amenities are included in the Condominium Project, all Co-owners shall be obligated to contribute to the maintenance, repair and replacement of the Amenities as an Association and/or Master Association expense of administering the Project. However, Developer has no obligation to construct any Amenities or to include them in the Condominium Project. The final determination of the design, layout and location of such Amenities, if and when constructed, shall be at Developer's sole discretion.

## ARTICLE IX

## DECLARATION

Developer is developing the Project as a part of the Overall Project pursuant to the Declaration. Accordingly, the provisions of this Master Deed shall be subject to the provisions of the Declaration. In addition, notwithstanding anything to the contrary contained in this Master Deed any amendments to this Master Deed which conflict with the terms of the Declaration shall require the prior approval of the Board of Directors of the Master Association.

## ARTICLE X

## EASEMENTS

*Section 10.1* *__Reciprocal Easements Established Pursuant to the Declaration__*. The Condominium is subject to certain reciprocal easements contained in the Declaration which provide the Co-Owners of Units within the Project, the co-owners of units within The Village at Irish Farms condominium project, a non-exclusive easement (i) to tie into and utilize the Water Lines, Sanitary Sewer Lines and Utilities located within the Overall Project, (ii) to tie into and utilize the Storm Drainage Facilities located within the Overall Project, (iii) on, over, through and across the Parks within the Overall Project for open space and passive recreational use, (iv) on, over, through and across the Pathways and the Sidewalks within the Overall Project for pedestrian and non-motorized vehicular use, and (v) for vehicular and pedestrian access on, over, through and across the Entranceways within the Overall Project.

*Section 10.2* *__Easement for Utilities and Storm Water Drainage Facilities__*. Developer reserves for itself, its successors and assigns, the Association, the Master Association and the Township perpetual easements to, through and over those portions of the land in the Project (including all Units) for the continuing maintenance, repair and restoration of all utilities in the Condominium, including, without limitation, a perpetual easement for the installation, maintenance, repair and replacement of the Storm Water Drainage Facilities. Developer reserves the right, without being required to obtain the consent of any Co-owner, mortgagee or other person who now or hereafter has any interest in the Condominium, to assign all or any portion of such easements to governmental units

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and to enter into maintenance agreements with respect thereto by the recordation of an appropriate amendment to this Master Deed and Exhibit B. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments to this Master Deed to effectuate the foregoing easements, assignment of easements or execution of any related maintenance agreement. All such interested persons irrevocably appoint the Developer as agent and attorney-in-fact to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

*Section 10.3* *Easements Retained by Developer.*

*(a)* *Utility Easements.* Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns perpetual easements to utilize, tap, tie into, extend and enlarge all utility improvements located within the Condominium Premises, including, but not limited to, gas, water, sewer, telephone, electrical, and telecommunications improvements. If any portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted to Developer, its successors or assigns under this Section 10.3(a), Developer shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance. The Co-owners of this Condominium may be responsible from time to time for the payment of a proportionate share of said expenses, (to the extent said expenses are not paid by a governmental agency or public utility) which shall be determined by Developer in its reasonable discretion. In addition to, and not in limitation of, the foregoing, all roads within the Project shall be subject to an easement for the installation, maintenance, repair and replacement of public utilities, to the extent any such utilities are dedicated to any governmental authority.

*(b)* *Additional Easements.* Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns, the right, at any time prior to the expiration of the Development and Sales Period to reserve, dedicate and/or grant public or private easements over, under and across the Condominium Premises for the construction, installation, repair, maintenance and replacement of rights-of-way, walkways, Sidewalks, bicycle paths, nature trails, water mains, sanitary sewers, storm drains, retention basins, water wells serving Common Elements, electric lines, telephone lines, gas mains, cable television and other telecommunication lines and other public and private utilities, including all equipment, facilities and appurtenances relating thereto. Developer reserves the right to assign any such easements to governmental units or public utilities, and to enter into maintenance agreements with respect thereto. Any of the foregoing easements or transfers of title may be conveyed by 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 Project 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 Developer as agent and attorney to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

*Section 10.4* *Grant of Easements by Association.* The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant 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, access purposes or other lawful purposes subject, however, to the approval of Developer during the Development and Sales Period. 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 10.5* ***Easements for Maintenance, Repair and Replacement.*** Developer, the Association, the Master Association and all public and private utilities shall have such easements over, under and across the Condominium Project, including all Units and Common Elements, as may be necessary to fulfill any installation, maintenance, repair, or replacement responsibilities which any of them 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 to a Unit during reasonable hours and upon reasonable notice to inspect the dwelling and any improvements constructed within a Unit to ascertain that they have been designed and constructed in conformity with the standards imposed and/or specific approvals granted by Developer (during the Development and Sales Period) and thereafter by the Association.

*Section 10.6* ***Telecommunications Agreements.*** The Developer, during the Development and Sales Period, and the Association, acting through its duly constituted Board of Directors, thereafter, 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 Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other act which 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 Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

*Section 10.7* ***Association Assumption of Obligations.*** The Association and/or Master Association, as applicable, on behalf of the Co-owners, shall assume and perform all of Developer's obligations under any easement pertaining to the Condominium Project or General Common Elements.

*Section 10.8* ***Termination of Easements.*** Developer reserves the right, during the Development and Sales Period, subject to the approval of the Township, if necessary, 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 effected by the recordation of an appropriate termination instrument, or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act.

*Section 10.9* ***School Bus and Emergency Vehicle Access Easement.*** Developer reserves for the benefit of the Township, any private or public school system, and any emergency service agency, an easement over all roads in the Condominium for use by the Township, private or public school busses, and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, school bus services, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owners thereof. The foregoing easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public.

*Section 10.10* ***Roadway and Utility Easements; Right of Way Dedication.*** Developer reserves the right at any time during the Development and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public or private utility companies and to dedicate or transfer title of road rights of way and utilities to state, county or local governments. Any such easement or transfer of title may be conveyed by Developer without the consent of any Co-Owner, mortgagee or other person and may be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Genesee County Records. All Co-Owners and mortgagees of Units and other persons interested in the Project from time to time are deemed to have irrevocably and unanimously consented to an amendment or amendments of this Master Deed to effect the foregoing easement or transfer of title. Developer reserves for itself, its successors and assigns, and all future owners of the land described in Article II and Article VI or any portion or portions thereof, an easement for the unrestricted use of the roads in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article II and Article VI. Developer also reserves easements over all of the Common Elements areas of the Condominium and the land described in Article II and Article VI for the purpose of reasonable access from the roads to the Units located on the land described in Article II and Article VI.

*Section 10.11* ***Further Rights Reserved to Developer.*** Subject to the approval of the Township, Developer reserves for the right of itself, the Master Association, the Association, their respective successors and assigns and all Co-Owners of the land described in Article II and Article VI, or portion or portions thereof, perpetual easements to use, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, telephone, electrical, cable television, storm and sanitary sewer mains and appurtenances. Developer further reserves the right, for itself, the Association, their respective successors and assigns, and the Co-Owners, easements for the unrestricted use of the General Common Elements of the Condominium for the purpose of development and construction of the Project and as it may be expanded. Developer further reserves easements over the land described in Article II above and Article VI below for the purpose of reasonable access from the roads to the Units and residences in furtherance of the development of the Project and as it may be expanded.

## ARTICLE XI

## AMENDMENT

This Master Deed, the Bylaws (Exhibit A to this Master Deed) and the Condominium Subdivision Plan (Exhibit B to this Master Deed) may be amended with the consent of two-thirds (2/3) of the Co-owners, except as hereinafter set forth:

*Section 11.1* ***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, nor may the nature or extent of any Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material respect without the written consent of the Co-owner and mortgagee of any Unit to which such Limited Common Elements are appurtenant.

*Section 11.2* ***By Developer.*** In addition to the rights of amendment provided to Developer in the various Articles of this Master Deed, Developer may, prior to the expiration of the Development and Sales Period, and without the consent of any Co-owner, mortgagee or any other person, amend this Master Deed and the Condominium Subdivision plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A that do not materially affect the rights of any Co-owners or mortgagees in the Project, including, but not limited to, amendments required by governmental authorities, or for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban 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 11.3* ***Change in Value of Vote, 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 be modified without such consent, except as provided in Article VI or Article VIII of this Master Deed.

*Section 11.4* ***Mortgagee Approval.*** Pursuant to Section 90(1) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-Owners, to amend this Master Deed and the Condominium Documents without the approval of any mortgagee, unless the amendment would materially alter or change the rights of a mortgagee (as defined in the Act), in which event the approval of two-thirds (2/3) of the votes of mortgagees of Units who held a duly recorded mortgage or a duly recorded assignment of a mortgage against a Unit on the date on which the proposed amendment to the Master Deed is approved by the requisite majority of the Co-owners, shall be required for such amendment. Each mortgagee entitled to vote shall have one (1) vote for each Unit subject to a mortgage. Notwithstanding any provision of this Master Deed or the Bylaws to the contrary, mortgagees are entitled to vote on amendments to the condominium documents only under the following circumstances:

*(a)* Termination of the Condominium Project.

*(b)* A change in the method or formula used to determine the percentage of value assigned to a Unit subject to the mortgagee's mortgage.

*(c)* A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association to the Unit subject to the mortgagee's mortgage.

*(d)* The elimination of a requirement for the Association to maintain insurance on the Project as a whole or a Unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the

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Unit subject to the mortgagee's mortgage.

(e) The modification or elimination of an easement benefiting the Unit subject to the mortgagee's mortgage.

(f) The partial or complete modification, imposition, or removal of leasing restrictions for Units in the condominium project.

*Section 11.5* ***Termination, Vacation, Revocation or Abandonment.*** The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of eighty (80%) percent of all Co-Owners.

*Section 11.6* ***Developer Approval.*** During the Development 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 Developer.

*Section 11.7* ***Township Approval.*** The Condominium shall be developed in accordance with the final site plan approved by the Township. Accordingly, notwithstanding anything to the contrary contained in this Master Deed, any amendment to this Master Deed that would require an amendment to such approved final site plan shall require the prior approval of the Township.

## ARTICLE XII

## DEVELOPER'S RIGHT TO USE FACILITIES

Developer, its successors and assigns, agents and employees may maintain offices, model dwellings within Units, parking, storage areas and other facilities within the Condominium Project as it deems necessary to facilitate the development and sale of the Project. Developer shall have such access to, from and over the Project as may be reasonable to enable the development and sale of the Condominium Project. Developer shall reasonably restore the facilities utilized by Developer upon termination of such use.

## ARTICLE XIII

## ASSIGNMENT

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

**IRISH FARMS DEVELOPMENT, L.L.C.,**
**a Michigan limited liability company**

By: Jim George
Jim George
Its: Manager

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STATE OF MICHIGAN )
)ss
COUNTY OF Macomb )

The foregoing instrument was acknowledged before me this 8th day of December 2006, by James C George of Irish Farms Development, L.L.C., a Michigan limited liability company, on behalf of said company.

Gary A. Fish

Notary Public State of Michigan
OAKLAND County
My Commission expires: 2/19/2008

Gary A. Fish
Notary Public State of Michigan
Oakland County
Expires: 02/19/08

DRAFTED BY and WHEN RECORDED RETURN TO:
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EXHIBIT "A"

# CONDOMINIUM BYLAWS

# THE ESTATES OF IRISH FARMS

## ARTICLE I

## ASSOCIATION OF CO-OWNERS

**Section 1.1** *Formation; Membership*. The Estates of Irish Farms, a residential Condominium Project located in the Township of Davison, Genesee County, Michigan, shall be administered by The Estates of Irish Farms Condominium Association, a Michigan non-profit corporation, (the "Association"). The Association shall be responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the 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, as amended. 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 keep 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 to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit or the Common Elements 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 given 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.

**Section 1.4** *Master Association*. Co-owners of Units in the Condominium Project are also members of the Master Association. Membership in the Association shall be in addition to and independent of a Co-owner's membership in the Master Association.

## 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

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be levied by the Association against the Units and the Co-owners thereof, in accordance with the provisions of this Article II.

**Section 2.2** *Assessments for Common Elements; Personal Property Taxes Assessed Against the Association*. All costs incurred by the Association to satisfy any liability or obligation arising from, caused by, or connected with the 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 Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

**Section 2.3** *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, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of the Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular annual assessments, 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 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 annual assessments, as levied, shall constitute a lien against all Units as of the first day of the fiscal year to which the assessments relate. 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 assessments. Should the Board of Directors at any time determine, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient to pay the actual costs of the Condominium Project's operation and management, (2) to provide for repairs or replacements of existing Common Elements not to exceed Fifteen Thousand and 00/100 ($15,000.00) Dollars, in the aggregate, annually, or (3) that an emergency exists, the Board of Directors shall have the authority to increase the general assessments and to levy such additional assessment or assessments as it deems necessary. The Board of Directors shall also have the authority, without Co-owner or mortgagee consent, to levy assessments for repair and reconstruction in the event of casualty pursuant to the provisions of Section 5.2 below. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and its Members, and shall not be enforceable by any creditors of the Association or its Members.

**(b)** *Special Assessments*. Special assessments, in addition to the general assessments 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 in excess of Fifteen Thousand and 00/100 ($15,000.00) Dollars, in the aggregate, annually, (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) shall not be levied without the prior approval of the Co-owners representing sixty (60%) percent or more of the combined percentage of value of all Units within the Condominium Project. 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 properly maintain or repair his Unit in accordance with the provisions of Article VI, which failure, in the 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 maintain or repair the Co-owner's Unit, and an amount equal to one hundred fifty (150%) percent of the cost thereof shall be assessed against the Co-owner of such Unit.

**Section 2.4** *Apportionment of Assessments and Penalty for Default*. Unless otherwise provided in these Bylaws or in the Master Deed, all assessments levied against the Co-owners to cover administration expenses shall be apportioned among and paid by the 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 the Unit or any Limited Common Element appurtenant to a Unit. Annual assessments determined in accordance with Section 2.3(a) above shall be paid by Co-owners in monthly, annual or semi-annual payments as determined by the Association's Board of Directors. A Co-owner's payment obligations will commence 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 by any other means. A Co-owner shall be in default of his assessment obligations if he fails to pay any assessment 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 assessments in default for ten (10) or more days until the assessment installment, together with the applicable late charges, are paid in full. In addition, assessments in default for ten (10) or more days shall accrue interestat a rate to be determined by the Association, not exceeding the highest rate permitted by law, commencing from the date any such assessments were due until such assessment, including applicable late charges, are paid in full. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) relating to his Unit which may be levied while such Co-owner owns the Unit. Payments to satisfy assessment 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 assessment installments; and third, to the assessment 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 assessments, 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. Any such unpaid sum shall constitute a lien against the Unit as of the first day of the fiscal year to which the 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 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 assessments by a suit at law or by foreclosure of the statutory lien that secures payment of assessments. In the event any Co-owner defaults in the payment of any annual assessment installment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year to be 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 persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Section 18.4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) *Foreclosure Proceedings*. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. 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 reviewed 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 Association has provided the delinquent Co-owner with written notice, sent by first class mail, postage prepaid, addressed to the delinquent Co-owner at his last known address, that one or more

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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 ten (10) days from the date of the notice. 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 or 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 ten (10) 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, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the 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 assessments or charges against the mortgaged Unit which accrued prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of assessments or charges resulting from a pro rata reallocation of assessments or charges to all Units including the mortgaged Unit and except for delinquent assessments for which a notice of lien was recorded prior to the recordation of such first mortgage).

**Section 2.9** *Developer's Responsibility for Assessments*. Developer, although a Member of the Association, shall not be responsible at any time for the payment of Association assessments, except with respect to Units owned by Developer which contain a completed and occupied residential dwelling. A residential dwelling is complete when it has received a certificate of occupancy from the Township and a residential dwelling is occupied if it is occupied as a residence. Model and "spec" homes shall not constitute completed and occupied dwellings. In addition, in the event Developer is selling a Unit with a completed residential dwelling thereon by land contract to a Co-owner, the Co-owner shall be liable for all assessments and Developer shall not be liable for any assessments levied up to and including the date, if any, upon which Developer actually retakes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. However, Developer shall at all times pay expenses of maintaining the Units that it owns, together with a proportionate share of all current maintenance expenses actually incurred by the Association from time to time (excluding reserves) for street and utility maintenance, landscaping, sign lighting and snow removal, but excluding management fees and expenses related to the maintenance, repair and use of Units in the Project that are not owned by Developer. For purposes of the foregoing sentence, Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by Developer at the time the expense is incurred to the total number of Units in the Project. In no event shall Developer be responsible for assessments for deferred maintenance, reserves for replacements, capital improvements or other special assessments, except with respect to Units that are owned by Developer which contain completed and occupied residential dwellings. Any assessments levied by the Association against Developer for other purposes, without Developer's prior written consent, shall be void and of no effect. In addition, Developer shall not be liable for any assessment levied in whole or in part to purchase any Unit from Developer or to finance any litigation or claims against 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. However, if the real property tax bills have not been split into separate tax bills for each Condominium Unit by the local tax assessor, the Association may be required to pay real estate taxes on certain Units, which taxes may then be assessed against the Co-owners of such Units. In the event the real estate taxes become an Association expense, the Association may elect to assess the applicable Co-owners for an amount equal to that Co-owner's percentage of value share of the real estate taxes with respect to the Condominium.

**Section 2.11** *Personal Property Tax Assessment of Association Property*. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, 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 regular 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 assessments 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 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 the closing of the purchase of such Unit, any unpaid assessments 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 assessments constitute a lien upon the Unit and the sale proceeds thereof which has 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.

**Section 2.14** *Assessments of the Irish Farms Association*. Each Co-owner of a Unit in The Estates of Irish Farms Condominium is a member of the Master Association. The Master Association has the responsibility for the insurance, maintenance, repair and replacement of certain general common elements of the condominium projects within the Overall Project, as described in the Declaration. The assessments of the Master Association shall be levied against the Co-Owners of Units in the Condominium Project and against the co-owners of units in The Village at Irish Farms condominium project, in accordance with the Declaration on a uniform basis.

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## ARTICLE III

## JUDICIAL ACTIONS AND CLAIMS

**Section 3.1** *Judicial Relief*. 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 Common Elements of the Condominium. As provided in the Articles 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 value of the Co-owners, and shall be governed by the requirements of this Article III. The requirements of this Article III 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 unsuccessful 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 III. The Developer shall be a beneficiary of, and shall be entitled to enforce, the provisions of this Article III, regardless of whether Developer owns any Units. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

**Section 3.2** *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 3.3** *Litigation Evaluation Meeting*. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-owners and Developer 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:

(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 it is in the best interests of the Association to file a lawsuit.

(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.

(c) The litigation attorney's written estimate of the amount of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(d) The litigation attorney's proposed written fee agreement.

(e) 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 3.7 of this Article III.

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**Section 3.4** *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. The independent expert opinion shall be sent to all Co-owners with the written notice of the litigation evaluation meeting.

**Section 3.5** *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.

**Section 3.6** *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 two-thirds (2/3rds) 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.

**Section 3.7** *Litigation Special Assessment*. All legal fees incurred in pursuit of any civil action that is subject to this Article III shall only be paid by special assessment of the Co-owners ("litigation special assessment"). General assessments shall not be used to pay fees and expenses incurred in pursuit of any civil action subject to this Article III. 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 apportioned 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 twelve (12) months.

**Section 3.8** *Changes in the Litigation Special Assessment*. If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the Co-owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

**Section 3.9** *Disclosure of Litigation Expenses*. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

**Section 3.10** *Third Party Beneficiary*. The foregoing provisions of this Article III shall also inure to the benefit of Developer and shall be enforceable by Developer at all times during and subsequent to the Construction and Sales Period.

## ARTICLE IV

## INSURANCE

**Section 4.1** *Extent of Coverage*. The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry fire and extended coverage, vandalism and malicious mischief and liability insurance, (in a minimum amount to be determined by Developer or the Association in its discretion), officers' and directors' liability insurance and workmen's compensation insurance, if applicable, and other insurance the Association may deem applicable, desirable or necessary as is relates pertinent to the ownership, use and maintenance of the General Common Elements and such insurance, shall be carried and administered in accordance with the following provisions:

(a) *Responsibilities of the Association*. All of the insurance referenced in this Section 4.1 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 mortgagee endorsements to the mortgagees of Co-owners.

(b) *Insurance of Common Elements*. If applicable and appropriate, General Common Elements of the Condominium Project, other than roads, shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, if any, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives, utilizing commonly employed methods for the reasonable determination of replacement costs.

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

(d) *Proceeds of Insurance Policies*. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear, provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be retained by the Association and 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 the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workers' compensation insurance, if applicable, pertinent to the Condominium Project and the Common Elements appurtenant thereto. Without limiting the foregoing, the Association shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect insurance proceeds and to distribute the same to the Association, the

Co-owners and their respective mortgagees, as their interests may appear (subject always to the Condominium Documents), and/or to utilize said proceeds for required repairs or reconstruction, 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 accomplish the foregoing purposes.

**Section 4.3** *Co-owner Responsibilities*. Each Co-owner shall be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the dwelling and all other improvements constructed or to be constructed within the perimeter of his Unit, any Limited Common Elements appurtenant thereto and for his personal property located therein or thereon or elsewhere in the Condominium Project. The Association shall have no responsibility whatsoever to insure any such improvements or personal property. In addition, each Co-owner shall be obligated to obtain insurance coverage for personal liability for occurrences within the perimeter of his Unit and any appurtenant Limited Common Elements, naming the Association and Developer as additional insureds, and also for any other personal insurance coverage that the Co-owner wishes to carry. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner under this Section 4.3. If a Co-owner fails to obtain such insurance or to provide evidence of such insurance to the Association, the Association may, but is not obligated to, obtain such insurance on behalf of the Co-owner and the premiums for such insurance shall constitute a lien against the Co-owner's Unit which may be collected in the same manner that assessments may be collected under Article II of these Bylaws.

**Section 4.4** *Waiver of Subrogation*. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to ensure that all property and liability insurance carried by the Association and 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.

**Section 4.5** *Indemnification*. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, Developer and the Association for all damages and costs, including attorney's fees, which the other Co-owners, Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within an individual Co-owner's Unit or appurtenant Limited Common Elements. Each Co-owner shall carry insurance to secure the indemnity obligations under this Section 4.5, if required by the Association, or if required by Developer during the Construction and Sales Period. This Section 4.5 is not intended to give any insurer any subrogation right or any other right or claim against any individual Co-owner.

## ARTICLE V

## RECONSTRUCTION OR REPAIR

**Section 5.1** *Co-owner Responsibility for Repair*. Each Co-owner shall be responsible for all reconstruction, repair and maintenance of the dwelling and all other improvements, fixtures and personal property within his Unit, and all Limited Common Elements appurtenant to the Unit. If any damage to the dwelling or other improvements constructed within a Co-owner's Unit adversely affects the appearance of the Project, the Co-owner shall proceed to remove, repair or replace the damaged property without delay.

**Section 5.2** *Association Responsibility for Repair*. The Association shall be responsible for the reconstruction, repair and maintenance of the General Common Elements.

Immediately following a casualty to property which the Association is responsible for maintaining and repairing, the Association shall obtain reliable and detailed cost estimates to repair or replace the damaged property to a condition comparable to that which existed immediately prior to the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair or, if at any time during such reconstruction or repair or, upon completion of such reconstruction or repair, there are insufficient funds for the payment of the reconstruction or repair, the Association shall make an assessment against all Co-owners for an amount which, when combined with available insurance proceeds, shall be sufficient to fully pay for the cost of repair or reconstruction of the damaged property. Any such assessment made by the Board of Directors of the Association shall be governed by Section 2.3(a) of these Bylaws. Nothing contained in this Section 5.2 is intended to require Developer or the Association to replace mature trees and vegetation with equivalent trees or vegetation.

**Section 5.3** *Timely Reconstruction and Repair*. If any damage to Common Elements or improvements within a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed to replace the damaged property without delay, and shall use its best efforts to complete such replacement within six (6) months from the date upon which the property damage occurred.

**Section 5.4** *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 or any improvements thereon, 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 interests may appear. 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.

(b) *Taking of Common Elements*. If there is a taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective undivided interest in the General Common Elements unless pursuant to the affirmative vote of Co-owners representing greater than two-thirds (2/3rds) in percentage of value of the total votes of all Co-owners qualified to vote, at a meeting duly called for such purpose, the Association is directed to rebuild, repair or replace the portion so taken or to take such other action as authorized by a vote of the Co-owners who hold a majority in percentage of value. If the Association is directed by the requisite number of Co-owners to rebuild, repair or replace all or any portion of the General Common Elements taken, the Association shall be entitled to retain the portion of the condemnation proceeds necessary to accomplish the reconstruction, repair or replacement of the applicable General Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any condemnation award for General Common Elements and any negotiated settlement approved by the Co-owners representing two-thirds (2/3rds) or more of the total percentages of value of all Co-owners qualified to vote shall be binding on all Co-owners.

(c) *Continuation of Condominium After Taking*. In the event the Condominium Project continues after a 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 Units, based upon the continuing value of the Condominium being one hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of obtaining the signature or specific approval of any Co-owner, mortgagee or other person.

(d) *Notification of Mortgagees*. In the event all or any portion of a Unit in the Condominium or all or any portion of the Common Elements 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 shall notify each institutional holder of a first mortgage lien on any of the Units in the Condominium that is registered in the Association's book of "Mortgagees of Units" pursuant to Section 7.1 of these Bylaws.

**Section 5.5** *Notification of FHLMC.* In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), then, upon request therefor by FHLMC, the Association shall give FHLMC written notice, at such address as FHLMC may from time to time direct, of any loss to or taking of the Common Elements that exceeds Ten Thousand ($10,000) Dollars or loss or taking that exceeds One Thousand ($1,000) Dollars that relates to a Unit covered by a mortgage purchased in whole or in part by FHLMC.

**Section 5.6** *Priority of Mortgagee Interests.* Nothing contained in the Condominium Documents shall be construed to give a Co-owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages with respect to any distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

## ARTICLE VI

## RESTRICTIONS

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

**Section 6.1** *Residential Use.* No Unit in the Condominium shall be used for other than single-family residential purposes, as defined by the Township of Davison Zoning Ordinance. No building shall be constructed or placed within a Unit except one single-family private dwelling or model home and an attached side or front entry garage containing not less than two (2) and not more than three (3) parking spaces for the sole use of the Co-owner or occupants of the dwelling. No other accessory building or structure may be erected in any manner or location within a Unit without the prior written consent of Developer and/or the Architectural Review Committee (as described in Section 6.27 below).

**Section 6.2** *Dwelling, Quality and Size*. In order to insure that all dwellings in the Condominium Project shall be of quality design, workmanship and materials approved by the Developer, during the Construction and Sales Period, and thereafter by the Association, all dwellings shall be constructed in accordance with all applicable governmental building codes, zoning and other ordinances and/or regulations and in accordance with such further standards as may be required by these Bylaws, the Architectural Review Committee, or Developer, its successors and/or assigns.

**Section 6.3** ***Driveways***. Driveways and other paved areas for vehicular or pedestrian use within a Unit shall have a base of compacted sand, gravel, crushed stone or other approved base material and shall have a hard wearing surface approved by Developer. Plans for driveways, pavement edging or markers must be approved by Developer in writing prior to commencing any construction in accordance with such plans.

**Section 6.4** ***Building Materials***. Exterior building materials on dwellings and attached garages shall be constructed, principally, of brick, brick veneer, stone, vinyl and/or wood, or such other materials approved by the Developer, during the Construction and Sales Period, and thereafter by the Association.

**Section 6.5** ***Home Occupations, Nuisances and Livestock***. No home occupation, profession or commercial activity, including, without limitation, daycare facilities, that requires members of the public to visit a Co-owner's Unit or requires commercial vehicles to travel to and from a Co-owner's Unit shall be conducted in any dwelling located in the Condominium Project, with the exception of model homes owned by, and the sales activities of, Developer or builders, developers and real estate companies who own or hold any Units for resale to customers in the ordinary course of business. No noxious or offensive activity shall be carried on in or upon any Unit or Common Element nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, other than normal construction activity. No chickens or other fowl or livestock shall be kept or harbored on any Unit. No animals or birds shall be maintained on any Unit, except customary domestic house pets. All animal life maintained on any Unit shall have such provisions and care so as not to become offensive to neighbors or to the community on account of noise, odor, unsightliness and no household pets shall be bred, kept or maintained for any commercial purposes whatsoever. An animal shall at all times be accompanied by a responsible person while on the General Common Elements. No burning of refuse shall be permitted outside the dwelling. No occupied or unoccupied Unit shall be used or maintained as a dumping ground for rubbish or trash.

**Section 6.6** ***Temporary Buildings, Damaged Dwellings and Reconstruction***. No trailer, mobile home, van, tent, shack, garage, barn, out-building or structure of a temporary character shall be used at any time as a temporary or permanent residence, nor shall any basement be used for such purposes; provided, however, that the foregoing restriction shall not apply to any activities by Developer or any builder, developer or real estate company during any sales and/or construction periods. All permanent dwellings shall be completed within two (2) years from the commencement of construction. No old or used buildings of any kind whatsoever shall be moved to or reconstructed on any Unit. Any building damaged or destroyed by any cause, for which repair or reconstruction has not commenced within six (6) months from the date of damage or destruction, shall be removed so that there are no ruins or debris remaining within six (6) months from the date of damage or destruction. Any building which is not completed within two (2) years from commencement of construction or any damage or destruction not promptly remedied shall be deemed a nuisance and may be abated by Developer or the Association as provided by law. Any and all property within any public or private road or right-of-way which is disturbed by reason of any work performed by a Co-owner, or said Co-owner's agents, servants, employees or independent contractors, in connection with said Co-owner's Unit shall be restored by said Co-owner, at his sole expense, to its condition immediately prior to the commencement of such work. Said restoration shall be performed immediately following the completion of said work or, if such work is not completed, within a reasonable time following the date the work stopped. No storage sheds shall be erected on a Unit without the prior written approval of Developer during the Development and Sales Period, and thereafter by the Association.

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**Section 6.7** *Soil Removal; Soil Erosion*. Soil removal from a Unit shall not be permitted, except as required for building construction and as permitted by Developer. In addition, all construction shall be subject to the requirements of the Michigan Soil Erosion and Sedimentation Control Act, as amended, and all other applicable statutes, ordinances, rules and regulations of all governmental units having jurisdiction over such activities.

**Section 6.8** *Underground Wiring*. No permanent lines or wires for communication or other transmission of electrical or power (except transmission lines located on existing or proposed easements) shall be constructed, placed or permitted to be placed anywhere above ground within a Unit other than within buildings or structures.

**Section 6.9** *Tree Removal*. No tree may be removed from any Unit during the Construction and Sales Period without Developer's prior written approval. Thereafter, trees shall only be removed in accordance with all applicable zoning and other ordinances and/or regulations promulgated by the Township and any other governmental authority having jurisdiction.

**Section 6.10** *Performance of Construction*. No building shall be erected on any Unit except by a contractor licensed by the State of Michigan for such purpose.

**Section 6.11** *Vehicular Parking and Storage*. No trailers, trucks, pick-up trucks, boats or other watercraft, boat trailers, aircraft, commercial vehicles, campers or other passenger cars, shall be parked or maintained on any Unit unless in a suitable private garage which is built in accordance with the restrictions set forth herein. Notwithstanding the foregoing, Co-owners shall be allowed to park personal non-commercial passenger cars, trucks and vans in the driveway appurtenant to such Co-owner's dwelling, provided that such cars, trucks and vans are fully operational and no maintenance or repairs are performed to such vehicles while in the driveway. Any non-operational vehicle(s), including those with expired license plates and/or flat tires, shall not be parked or stored within any Unit without the prior written approval of the Board of Directors, except in garages. No motorcycles, snowmobiles or vehicles designed primarily for off-road use shall be used, maintained or operated in the Project.

**Section 6.12** *Garbage and Refuse*. Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so that it will not be objectionable to neighboring Co-owners. No outside storage for refuse or garbage shall be maintained or used, except that permitted trash containers may be placed curbside, or in such other appropriate location, on the day before the refuse or garbage is scheduled to be picked up, provided that such containers are stored as provided in this Section 6.12 promptly after the garbage has been removed. The burning or incineration of rubbish, trash, construction materials or other waste outside of any residential dwelling is strictly prohibited. If the Township, by ordinance, has a mandatory rubbish removal and waste recycling program, each Co-owner shall participate in such program and shall be billed separately by the Township for such services. If the Township does not have a mandatory rubbish removal and recycling program, the Association shall be responsible for contracting for rubbish removal and waste recycling and the cost thereof shall be deemed to be a cost of administering the Condominium Project.

**Section 6.13** *Fences and Obstructions*. No fences, walls or similar structures shall be erected on any Unit, without Developer's and the Architectural Review Committee's prior written consent, which may be withheld at their sole discretion. Any wall, solid fence, evergreen hedge or other visual barrier shall be erected on any Unit as approved in writing by Developer and the Architectural Review Committee, and in compliance with all laws and governmental regulations and ordinances pertaining thereto. Such approval shall be granted for wrought iron type fences only enclosing swimming pools which are permitted under Section 6.17. Dog kennels, runs or other enclosed shelters are expressly prohibited. No cyclone or other type of chain link fencing shall be used in any Unit. A Co-owner shall not be permitted to install within the exterior yards of a Unit, any cables, wires, ropes or other device which is intended to physically constrict the movement of a dog, with the exception of a so-called "invisible" fence. The boundaries of any invisible fence shall be limited to the rear yard and the portion of the side yard of a Unit which is located between the rear boundary of a Unit and the front wall of the dwelling and a dog shall not be allowed unleashed in either the front yard of a Unit or the Common

**Section 6.14** *General Landscaping Requirements.* Upon completion of a residential dwelling on any Unit, the Co-owner shall cause such Unit to be finish graded, sodded, and suitably landscaped and irrigated with an underground irrigation system, all in compliance with Section 6.15 below, as soon after such completion as weather permits, and in any event within ninety (90) days from the date of completion. Prior to commencing any landscaping on the Co-owner's Unit, the Co-owner shall submit to Developer and the Architectural Review Committee a proposed landscape plan, which plan shall be subject to Developer and the Architectural Review Committee's prior approval. When weeds or grass located on any Unit exceed six (6") inches in height, the Co-owner of said Unit shall mow or cut said weeds and grass over the entire Unit, except in wooded areas. If the Co-owner fails to mow or cut weeds or grass within ten (10) days after being notified in writing, Developer or the Association may perform such work and the cost of such work shall become a lien upon the Unit(s) involved, until paid. The Co-owner shall, at its cost, immediately remove any shrub, tree or other plant that is diseased, dying or dead. If the Co-owner fails to remove such shrub(s), tree(s) or other plant(s), Developer or the Association may perform such work and the cost of such work shall become a lien upon the Unit(s) involved, until paid. All Units owned by Developer in the ordinary course of business shall be exempt from the foregoing restrictions contained in this Section 6.14. Upon conveyance of any Unit by Developer to a Co-owner other than Developer, the exemption for said Unit shall thereupon cease and such Unit shall be subject to all of the restrictions contained in this Section 6.14.

**Section 6.15** *Minimum Landscaping Requirements.* Each Co-owner shall submit to the Developer for its review and approval, landscaping plans for each Co-owner's Unit (the "Landscaping Plans") which Landscaping Plans shall depict the proposed finished grading, drainage, planting, sodding, lighting and any other landscaping improvement for such Unit. Unless a written waiver is obtained from the Developer, all grass areas must be sodded and an underground irrigation system installed.

**Section 6.16** *Motorized Vehicles; Firearms.* No motorized bikes, off-road motorcycles, snowmobiles or other motorized recreational vehicles shall be operated in any Section 6.14 Common Elements within the Project. No firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices shall be used anywhere on or about the Condominium Project.

**Section 6.17** *Swimming Pools, and Other Structures.* Prior to the Transitional Control Date, no swimming pools outdoor whirlpools, hot tubs,, tennis courts or similar recreational structures ("Recreational Structures") shall be constructed on any Unit without the consent of the Developer. Following the Transitional Control Date, Recreational Structures may only be constructed on a Unit with the prior written approval of the Association or the Architectural Control Committee. NO ABOVE-GROUND SWIMMING POOLS SHALL BE ALLOWED ON ANY UNIT. Permitted Recreational Structures, including swimming pools, whirlpools, hot tubs and the like, if permitted in writing by the Developer, shall be constructed in accordance with all applicable local ordinances and state laws and shall be screened from all streets by wall, solid fence, evergreen hedge or other visual barrier approved in writing by the Association and/or the Architectural Review Committee. All decks must be located in the rear yard of a Unit and cannot protrude into any side yards and must otherwise comply with all applicable rear yard setback requirements imposed by the Township and these Bylaws.

**Section 6.18** *Swings, Slides, Playscapes And Other Playground Equipment*. No swings, slides, playscapes or other similar playground equipment (collectively "Playground Equipment") shall be constructed on any Unit unless approved in advance, in writing by Developer, the Association or the Architectural Control Committee formed pursuant to Section 6.27 hereof. Any Playground Equipment which has been approved in writing by the Architectural Control Committee or the Association shall be constructed in accordance with the Master Deed and these By-Laws and with all applicable local ordinances and/or state laws. In any event, all approved Playground Equipment must be placed in a location on the Unit that is unobtrusive, and not readily visible from the street and shall be adequately screened by landscaping, if necessary, or by other visual barriers as may be approved in writing by Developer, the Association, or the Architectural Control Committee, if applicable.

**Section 6.19** *Basketball Hoops and Play Areas*. Basketball hoops and play areas shall be permitted to be installed on individual Units subject to strict compliance with the following restrictions:

**(a)** All basketball hoops shall be on ground mounted posts located at least twenty (20) feet from the curb of the road adjacent to the Unit, for a residence with a front entry garage, or at least thirty (30) feet from the curb of the road adjacent to a Unit for a residence with a side entry garage.

**(b)** The ground mounted post for the basketball hoop shall be located at least five (5) feet from the side boundary line of the Unit.

**(c)** No florescent or bright colors shall be permitted for either the post or the backboard. The ground mounted post shall be painted black and the backboard of the basketball hoop shall be clear.

**Section 6.20** *Signs; Illumination; Mailboxes*. No signs of any kind shall be placed upon any Unit or on any building or structure located on a Unit, or any portion thereof, unless the plans and specifications showing the design, size, materials, message and proposed location(s) have been submitted to, and approved in writing by, Developer, with the exception of non-illuminated signs which are not more than six (6) square feet in area pertaining only to the sale of the premises upon which it is maintained. The foregoing restrictions shall not apply to signs that may be installed or erected on any Unit by Developer or any builder who owns Units for resale in the ordinary course of business, during any construction period or during any periods that a residence may be used as a model or for display purposes.

No additional exterior illumination of any kind shall be placed or allowed on any portion of a Unit other than on a residential dwelling, unless first approved by Developer. Developer shall approve such illumination only if the type, intensity and style thereof are compatible with the style and character of the development of the Unit and the Projects and no lights shall be placed higher than fifteen (15') feet above the ground.

Developer may, but is not required to, install illuminating fixtures within the Condominium Project and to designate the fixtures as common lighting as provided in Section 4.1(b) of the

Master Deed. The cost of providing electricity for common lighting located within Unit boundaries shall be paid by the Co-owners without reimbursement from the Association. Such fixtures shall be maintained, repaired and replaced (including the replacement of light bulbs) by the individual Co-owners without reimbursement from the Association. The size and nature of the light bulbs to be used in the fixtures shall be determined by the Association in its discretion. A Co-owner shall not modify or change such common lighting fixtures in any way and shall not cause the electrical flow for their operation to be interrupted at any time. The fixtures may operate on photoelectric cells, and shall remain lit at all times determined by the Association.

Developer may, but shall not be obligated to, install all mailboxes within one (1) or more locations within the Project. If Developer elects not to locate all mailboxes within a single location, all mailboxes that will be installed within the Units must meet the uniformity standards established by Developer during the Construction and Sales Period and by the Association thereafter. Each Co-owner shall be responsible for the maintenance, repair and replacement of the mailbox within his Unit. In the event Developer elects to install the mailboxes within one (1) or more locations within the Project, each Co-owner that acquires a Unit from Developer shall pay Developer a fee in the amount of $250.00 in order to reimburse Developer for the cost of such installation which amount shall be paid to Developer at the time each Co-owner acquires its Unit from Developer.

**Section 6.21** *__Objectionable Sights__*. No above or below ground fuel or other storage tanks shall be permitted. Stockpiling and storage of building and landscape materials and/or equipment shall not be permitted on any Unit, except for materials and/or equipment which are used within a reasonable length of time. In no event shall landscape materials be stored for a period of more than thirty (30) days. Stockpiling and storage of firewood for use in a dwelling shall be permitted only in that area of a Unit to the rear of and adjacent to the dwelling, or in another location within the Unit where it is completely screened from view from any area outside of the Unit. No laundry drying equipment shall be erected or used outdoors and no laundry shall be hung for drying outside of a dwelling.

**Section 6.22** *__Television Antenna and Similar Devices__*. No outside television antenna or other antenna, or aerial, saucer, dish, receiving device, signal capture and distribution devise or similar device shall be placed, constructed, altered or maintained on any Unit, unless the device is a so called "mini dish" (not to exceed one meter in diameter) or HDTV antenna located in a location that is fully screened from view on the side or rear roof or side or rear exterior of a dwelling and approved by the Developer. The provisions of this subsection shall not apply to those devices covered by 47 C.F.R. § 1.4000, promulgated pursuant to the Telecommunications Act of 1996, Pub. L. No. 104. 110, § 207 Stat. 56 (1996), as amended.

**Section 6.23** *__Air Conditioning Units__*. No external air conditioning unit shall be placed in or attached to a window or wall of any dwelling located on any Unit. No compressor or other component of a central air conditioning system (or similar system, such as a heat pump) shall be so located on any Unit so as to be visible from the public street on which the Unit fronts, and, to the extent reasonably possible, all such external equipment shall be so located on any Unit so as to minimize the negative impact thereof on any adjoining Unit, in the terms of noise and appearance.

**Section 6.24** *__Maintenance__*. The Co-owner of each Unit shall keep all buildings and grounds within the Unit in good condition and repair. The Co-owner of each Unit shall be responsible for keeping all driveways within his Unit clean and free of debris and shall be solely responsible for snow removal with respect to such driveways. Each Co- owner shall also use due care to avoid damaging any of the Common Elements, including but not limited to, 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 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 for such repair or restoration; provided, however, that if the insurance proceeds obtained by the Association are not sufficient to pay for the costs of repair or restoration, the Association may assess the Co-owner for the excess amount necessary to pay for the repair and restoration. Except as may otherwise be provided in the Master Deed or these Bylaws, or in any maintenance agreement made between Developer and any municipal or governmental authority, the Co-owner of each Unit shall maintain the service area of all easements within his Unit, keep grass and weeds cut, keep the area free of trash and debris and take such actions as may be necessary to eliminate or minimize surface erosion. The Co-owner of each Unit shall be liable for any damage to any improvements which are located in, on, over and/or under the subject easement, including, but not limited to, damage to the Storm Water Drainage Facilities, electric, gas, telephone and other utility and communication distribution lines and facilities, which damage arises as a consequence of any act or omission of the Co-owner, his agents, contractors, invitees and/or licensees. No structure, landscaping or other materials shall be placed or permitted to remain within any of the easements within a Co-owner's Unit which may damage or interfere with the installation or maintenance of the Storm Water Drainage Facilities and other utilities or which may change, obstruct or retard the flow or direction of water in, on or through any drainage channels, if any, in such easements, nor shall any change be made by any Co-owner in the finished grade of any Unit once established by the builder of any residential dwelling thereon, without the prior written consent of Developer.

**Section 6.25** *Wetlands*. No wetlands, if any, within the Project shall be modified in any manner, including, but not limited to, altering the topography of, placing fill material in, dredging, removing or excavating any soil or minerals from, draining surface water from, constructing or placing any structure on, plowing, tilling, cultivating, or otherwise altering or developing the wetlands, unless a permit for such modification has been issued by Michigan Department of Environmental Quality and all other governmental units or agencies having jurisdiction over any wetlands within the Project, and unless such modification is approved by Developer during the Construction and Sales Period and by the Association thereafter.

**Section 6.26** *Structures in Limited Common Elements and Easements*. No structures of any kind may be installed within any Limited Common Elements or within any easements within the Project without the prior written approval of Developer during the Construction and Sales Period and by the Association thereafter.

**Section 6.27** *Architectural Controls*. It is understood and agreed that the purpose of architectural controls is to promote an attractive, harmonious residential development having continuing appeal. Accordingly, unless and until construction plans and specification are submitted to, and approved in writing by, Developer, (i) no dwelling, building, fence, wall or other structure shall be commenced, erected or maintained, and (ii) no addition, change or alteration to any dwelling or other structure shall be made, except for interior alterations.

All plans, specifications and other related materials shall be filed in the office of Developer, or with any agent specified by Developer, for approval or disapproval, prior to submission to Township officials for a building permit. Developer shall have the sole authority to review, approve or disapprove all or any part of the plans or specifications. Developer shall have the right to refuse to approve all or any part of any plans or specifications or grading plans, which are not suitable or desirable, in the sole discretion of Developer, for aesthetic or other reasons. In considering such plans and specifications, Developer shall have the right to take into consideration the compatibility of the proposed building or other structures with the surroundings and the effect of the building or other structure on the view from adjacent or neighboring properties. It is desired that the natural landscape and trees be left in their natural state as much as possible or practical.

A report in writing setting forth the decision of Developer, and the reasons for such decision, shall be furnished by Developer to the applicant within thirty (30) days from the date Developer receives a complete set of architecturally sealed plans, specifications and other materials from the applicant. If Developer fails to give written notice of its approval of any final architectural plans and/or specifications submitted pursuant to the requirements of this Section 6.27 within thirty (30) days from the date they are submitted, Developer shall be deemed to have rejected the plans and specifications. Developer shall be entitled to charge each applicant a review fee in an amount not to exceed Two Hundred Fifty and 00/100 ($250.00) Dollars, to reimburse Developer for any actual costs incurred in connection with the review of said applicant's plans, specifications and related materials. Such amount shall be due for each submittal even if the original submittal was returned for revision or rejected entirely by Developer.

Neither Developer nor any person(s) or entity(ies) to which it delegates any of its rights, duties or obligations hereunder, including, without limitation, the Association, or an architectural review committee established by Developer and containing such persons as Developer desires in its sole discretion (the "Architectural Review Committee"), shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans and/or specifications. Developer hereby reserves the right to enter into agreements with the Co-owners of any Unit(s) (without the consent of Co-owners of other Units or adjoining or adjacent property) to deviate from any or all of the restrictions set forth in this Article VI, provided that said Co-owner demonstrates that the application of the particular restriction(s) in question would create practical difficulties or hardships for said Co-owner. Any such deviation shall be evidenced by a written agreement and no such deviation or agreement shall constitute a waiver of any such restriction as to any other Unit or Co-owner. During the Construction and Sales Period, only Developer, and/or the Architectural Review Committee, shall have the right to exercise the architectural controls described in this Section 6.27. At the expiration of the Construction and Sales Period, the rights exercisable by Developer and/or the Architectural Review Committee under this Section 6.27 shall be exercised by the Board of Directors of the Association.

**Section 6.28** *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 6.1; 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 less than the entire dwelling on his Unit in the Condominium and no tenant shall be permitted to occupy a dwelling except under a lease having an initial term of at least six (6) 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. Developer may lease any number of Units in the Condominium in its discretion without being required to obtain the approval of the Association.

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

(i) A Co-owner, including 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 approval of the Association. The Association shall be entitled to request that changes be made to the lease form that are necessary to insure that the lease will comply with the Condominium Documents. If 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 and other non-owner occupants shall comply with all of the provisions of the Condominium Documents and all leases and rental agreements shall incorporate this 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:

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

(v) 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 not occurred.

(vi) 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 Developer), may institute on behalf of the Association a summary proceeding 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 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 proceedings hereunder.

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 such amounts directly to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. The form of lease used by Co-owner shall explicitly contain the foregoing provisions.

**Section 6.29** *Rules and Regulations.* It is intended that the Board of Directors of the Association may adopt rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be adopted and amended from time to time by any Board of Directors prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners. Any such regulation or amendment may be revoked at any time by the affirmative vote of greater than fifty (50%) percent of the Co-owners in value, except that the Co-owners may not revoke any regulation or amendment prior to the First Annual Meeting of the entire Association.

**Section 6.30** *Reserved Rights of Developer.*

(a) *Developer's Rights in Furtherance of Development and Sales.* None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of 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 these Bylaws, Developer shall have the right, during the Construction and Sales Period, to maintain a sales office, a business office, a construction office, model units, 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. Developer shall restore the areas utilized by Developer to habitable status upon its termination of use.

(b) *Enforcement of Bylaws.* The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape the Condominium Project in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, may elect to maintain, repair and/or replace any Common Elements and/or to perform any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period regardless of whether or not it owns a Unit in the Condominium. Developer's enforcement rights under this Section 6.30 may include, without limitation, an action to restrain the Association or any Co-owner from performing any activity prohibited by these Bylaws.

**Section 6.31** *Master Association.* The restrictions contained in this Article VI shall be in addition to and not in limitation of any restrictions set forth in Declaration which restrictions are incorporated by reference in these Bylaws.

**Section 6.32** *Failure to Maintain Common Elements.* The Declaration provides that, in the event that the Master Association or the Association shall at any time fail to maintain any of the Common Elements, including, but not limited to roads, sanitary and storm drainage limes and facilities, water lines or Open Space Areas in reasonable order and condition, the Township may serve written notice upon the Master Association or Association setting forth the manner in which such Association has failed to maintain such Common Element in reasonable condition and said notice shall include demand that deficiencies of maintenance be cured within thirty (30) days thereof and, further, shall state the date and place of a hearing thereon before the Township Board of Trustees or such other board, body, or official to whom the Township shall state the date and place of a hearing thereon before the Township Board of Trustees or such other board, body, or official to whom the Township shall delegate such responsibility, which shall be held within fourteen (14) days of the notice. At such hearing, the Township may modify the terms of the original notice as to the deficiencies and may give an extension of time within which the deficiencies shall be cured. If the deficiencies set forth in the original notice or if the modifications thereof shall not be cured within said thirty (30) days or any extension thereof, the Township, in order to preserve the taxable value of the properties within the Project, and to prevent the Common Elements from becoming a public nuisance, may enter upon said Common Elements and maintain the same. Said maintenance by the Township shall not constitute a taking of the Common Elements nor vest in the public any right to use the same. Upon the request of the applicable Association, a public hearing shall be held to determine whether the Township should, at the election of the Township, continue to maintain the Common Elements. If the Township shall determine that the applicable Association is ready and able to maintain the Common Elements in reasonable condition, the Township shall cease to maintain the Common Elements. The cost of such maintenance, including reasonable administrative costs by the Township, shall be levied equally against the Units, shall become a lien on the Units and may be collected as ad valorem tax liabilities. The Township at the time of entering upon any Common Element for the purpose of maintenance shall file a notice of lien in the office of the Register of Deeds of the County of Genesee upon the Units affected by the lien within the Property. If said costs are not paid by the applicable Association, the Township may pursue the collection of same through appropriate court actions and in such case such Association shall pay in addition to said costs, all costs of litigation, including attorney fees.

## ARTICLE VII

## MORTGAGES

**Section 7.1** *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 sixty (60) days.

**Section 7.2** *Insurance.* The Association shall notify each mortgagee appearing in the book referenced in Section 7.1 of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

**Section 7.3** *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.

**Section 7.4** *Notice to Association.* The mortgagee of a first mortgage of record of a Unit shall give notice to the Association of the commencement of foreclosure of the first mortgage by advertisement by serving a copy of the published notice of foreclosure required by statute upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address as shown on the records of the Michigan Department of Consumer & Industry Services, or to the address the Association provides to the mortgagee, if any, in those cases where the address is not registered, within ten (10) days after the first publication of the notice. The mortgagee of a first mortgage of record of a Unit shall, not less than ten (10) days before commencement of the judicial action, give notice to the Association of its intent to commence foreclosure of the first mortgage by judicial action by serving a notice setting forth the names of the mortgagors, the mortgagee, and the foreclosing assignee of a recorded assignment of the mortgage; the date of the mortgage and the date the mortgage was recorded; the amount claimed to be due on the mortgage on the date of the notice; and a description of the mortgaged premises that substantially conforms with the description contained in the mortgage.

## ARTICLE VIII

## VOTING

**Section 8.1** *Vote.* Except as otherwise specifically provided in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned. With respect to those Sections of these Bylaws which require votes to be cast on a percentage of value basis, each Co-owner's Unit shall be assigned the number votes proportionate to the percentage of value pertaining to such Co-owner's Unit.

**Section 8.2** *Eligibility to Vote.* No Co-owner, other than 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 11.2 of these Bylaws, no Co-owner, other than Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 11.2. 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 8.3 below or by a proxy given by such individual representative. 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 Developer may own no Units at some time or from time to time during such period. At the First Annual Meeting, and thereafter, Developer shall be entitled to vote for each Unit which it owns.

**Section 8.3** *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 with the Association 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, limited liability company, 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 changed by the Co-owner at any time by filing a new notice in accordance with this Section 8.3. 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 8.4** ***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 (based on one vote per Unit for quorum purposes) shall constitute a quorum for holding a meeting of the Members of the Association, except for voting on questions specifically required by law or 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 respect to the question upon which the vote is cast.

**Section 8.5** ***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 8.6** ***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 IX

## MEETINGS

**Section 9.1** ***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 9.2** ***First Annual Meeting.*** The First Annual Meeting of members of the Association may be convened by Developer in its discretion at any time prior to the date the First Annual Meeting is required to be convened pursuant to this Section 9.2. The First Annual Meeting must 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) 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. There shall be no quorum requirement for the First Annual Meeting. Developer may call meetings of Members for informative or other appropriate purposes prior to the First Annual Meeting of Members and no such meeting shall be construed as the First Annual Meeting of Members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each Co-owner's individual representative. The phrase "Units that may be created" as used in this Section 9.2 and elsewhere in the Condominium Documents refers to the maximum number of Units which Developer is permitted to include in the Condominium Project under the Condominium Documents, as they may be amended.

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**Section 9.3** *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, at a 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 XI of these Bylaws. The Co-owners may also transact at annual meetings such other Association business as may properly come before them.

**Section 9.4** *Special Meeting*. The President of the Association 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 at least one third (1/3) of the votes of all Co-owners qualified to vote (based upon one vote per Unit). 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 9.5** *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 8.3 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 9.6** *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 9.6 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 9.5 above and provided further the subsequent meeting is held within sixty (60) days from the date of the adjourned meeting.

**Section 9.7** *Action Without Meeting*. 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 X

## 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, 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 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 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. Developer may at any time remove and replace at its discretion any member of the Advisory Committee.

## ARTICLE XI

## BOARD OF DIRECTORS

**Section 11.1** *Number and Qualification of Directors.* The Board of Directors shall be comprised of three (3) Directors. At such time as the Co-owners are entitled to elect the majority of the Board of Directors, all Directors must be Co-owners, or officers, partners, members, trustees or employees of Co-owners that are entities.

**Section 11.2** *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, 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-owner 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. There shall be no quorum requirement for the meeting at which such election is held. The remaining members of the Board of Directors shall be selected by Developer. When the required percentage level of conveyance has been reached, Developer shall notify the non-Developer Co-owners and request that they hold a meeting to elect the required Director. Upon certification by the Co-owners to Developer of the Director elected, Developer shall immediately appoint such Director to the Board, to serve until the First Annual Meeting of Co-owners, unless he is removed pursuant to Section 11.7 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 to the Board, except that Developer shall have the right

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to designate at least one Director so long as 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 least 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. There shall be no quorum requirement for such meeting.

**(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 than 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 equal to the percentage of Units they own, and Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by Developer and for which assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Section 11.2(b) or Section 11.2(c)(i) above. There shall be no quorum requirement for the meeting at which such election is held. 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 Section 11.2(c)(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 Section 11.2(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, 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 Developer to designate one director as provided in Section 11.2(c)(i) above.

**(iv)** At the first Annual Meeting (2) Directors shall be elected for a term of two (2) years and one (1) Director shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one slate and the two (2) persons receiving the highest number of votes shall be elected for a term of two (2) years and the other person shall be elected for term of one (1) year. At each subsequent Annual Meeting, either one (1) or (2)

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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 11.3** *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 which are not prohibited by the Condominium Documents or specifically required to be exercised and performed by the Co-owners.

**Section 11.4** *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 and the Common Elements.

**(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 seventy-five (75%) percent of the total percentages of value of all Co-owners qualified to vote.

**(h)** To establish rules and regulations in accordance with Section 6.29 of these Bylaws.

**(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 11.5** *Management Agent.* The Board of Directors may employ for the Association a professional management agent (which may include 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 Section 11.3 and Section 11.4, 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 11.6** *Vacancies.* Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the Co-owners of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that 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 a subsequent annual meeting of the Association. Vacancies among Directors elected by non-Developer Co-owners 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 11.2(b).

**Section 11.7** *Removal.* At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors 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 than 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. 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 11.7.

**Section 11.8** *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 11.9** *Regular Meetings.* Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year 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 11.10** *Special Meetings.* Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner on the written request of two (2) or more Directors.

**Section 11.11** *Quorum and Required Vote of Board of Directors.* At all meetings of the Board of Directors, a majority of the members of the Board of Directors then in office shall

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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 11.12** *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 11.13** *Participation in a Meeting by Telephone*. A Director may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 11.13 constitutes presence at the meeting.

**Section 11.14** *Fidelity Bonds*. The Board of Directors shall 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 11.15** *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 two-thirds (2/3rds) or more of the total votes of all Co-owners qualified to vote.

## ARTICLE XII

## OFFICERS

**Section 12.1** *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 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, or shareholder, officer, director, employee or partner of a Co-owner that is an entity.

**Section 12.2** *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 12.3** *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 12.1.

**Section 12.4** *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.

**Section 12.5** *Secretary.* The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings 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 he shall, in general, perform all duties incident to the office of the Secretary.

**Section 12.6** *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.

## ARTICLE XIII

## SEAL

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

## ARTICLE XIV

## FINANCE

**Section 14.1** *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; provided, however, that such auditors need not 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 14.2** *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 14.3** *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 XV

## INDEMNIFICATION OF OFFICERS AND DIRECTORS

**Section 15.1** *Third Party Actions*. To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 15.5 below, indemnify 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 other 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 the 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 15.2** *Actions in the Right of the Association*. To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 15.5 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 he reasonably believed to be in or not opposed to the best interests of the Association or its members, except that no indemnification shall be made in respect of any claim, issue or matter as to which such 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 15.3** *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 a 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 Section 15.1 and Section 15.2. 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 obligations of indemnification made under Section 15.1 and Section 15.2.

**Section 15.4** *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 Section 15.1 and Section 15.2, or in defense of any claim, issue, or matter therein, or to the extent such person incurs expenses (including actual and reasonable attorney fees) in successfully enforcing the provisions of this Article XV, he shall be indemnified against expenses (including reasonable attorney fees) actually and reasonably incurred by him in connection therewith.

**Section 15.5** *Determination that Indemnification is Proper*. Any indemnification under Section 15.1 and Section 15.2 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 Section 15.1 or Section 15.2, whichever is applicable. Notwithstanding anything to the contrary contained in this Article XV, in no event shall any person be entitled to any indemnification under the provisions of this Article XV 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;

(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.

(d) If the Association determines that full indemnification is not proper under Section 15.1 or Section 15.2, it may nonetheless determine to make whatever partial indemnification it deems proper. At least ten (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 15.6** *Expense Advance*. Expenses incurred in defending a civil or criminal action, suit or proceeding described in Section 15.1 and Section 15.2 may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as provided in Section 15.4 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 15.6, the Board of Directors shall provide all Co-owners with written notice thereof.

**Section 15.7** *Former Representatives, Officers, Employees or Agents*. The indemnification provided in the this Article XV 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 benefit of the heirs, executors and administrators of such person.

**Section 15.8** *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 XV, 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 prior to such amendment or repeal. The Board of Directors are authorized to amend this Article XV to conform to any such changed statutory provisions.

## ARTICLE XVI

## AMENDMENTS

**Section 16.1** *By Developer*. In addition to the rights of amendment provided to Developer in the various Articles of the Master Deed, Developer may, during the Construction and Sales Period and for a period of 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, amend these Bylaws provided such amendment or amendments do not materially alter the rights of Co-owners or mortgagees.

**Section 16.2** *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 16.3** *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 16.4** *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 two-thirds (2/3rds) or more of the total votes of all Co-owners qualified to vote, as determined on a percentage of value basis. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of two- third (2/3rds) of all mortgagees of Units shall be required. Each mortgagee shall have one vote for each mortgage held. Notwithstanding anything to the contrary contained in this Article XVI, during the Construction and Sales Period, these Bylaws shall not be amended in any way without the prior written consent of Developer.

**Section 16.5** *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 16.6** *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 XVI 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 16.7** *Township Ordinances*. All amendments to these Bylaws shall comply with applicable Township ordinances.

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## ARTICLE XVII

## COMPLIANCE

**Section 17.1** The Association or any Co-owners and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

## ARTICLE XVIII

## 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 18.1** *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 18.2** *Recovery of Costs.* In any 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, including its actual attorneys' fees (not limited to statutory fees), but in no event shall any Co-owner be entitled to recover such attorneys' fees.

**Section 18.3** *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 18.3.

**Section 18.4** *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. No fine may be assessed unless rules and regulations establishing such fines have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Section 9.5 of these Bylaws. Thereafter, fines may be assessed only upon 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 Twenty-Five and 00/100 ($25.00) Dollars for the second violation, Fifty and 00/100 ($50.00) Dollars for the third violation or One Hundred and 00/100 ($100.00) Dollars for any subsequent violation.

**Section 18.5** *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 18.6** *Cumulative Rights, Remedies and Privileges*. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any of the terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one 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 at law or in equity.

**Section 18.7** *Enforcement of Provisions of Condominium Documents*. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

## ARTICLE XIX

## RIGHTS RESERVED TO DEVELOPER

**Section 19.1** Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use or proposed action or any other matter, may be assigned by 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 sentences dealing with the expiration and termination of certain rights and powers granted or reserved to Developer are intended to apply, insofar as Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder) and which shall be governed only in accordance with the terms of the instruments, documents or agreements that created or reserved such property rights.

## ARTICLE XX

## SEVERABILITY

**Section 20.1** 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

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the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

## ARTICLE XXI

## ARBITRATION

**Section 21.1** *Scope and Election*. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between 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 21.2** *Judicial Relief*. In the absence of the election and written consent of the parties pursuant to Section 21.1 above, any Co-owner or the Association may petition the courts to resolve any disputes, claims or grievances.

**Section 21.3** *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 XXI shall limit the rights of the Association or any Co-owner, as described in Section 144 of the Act.

**Section 21.4** *Co-owner Approval for Civil Actions Against Developer and First Board of Directors*. Any civil action proposed by the Board of Directors on behalf of the Association to be initiated against Developer, its agents or assigns, and/or the First Board of Directors of the Association or other Developer - appointed Directors, for any reason, shall be subject to approval by a vote of a majority of all Co-owners and notice of such proposed action must be given in writing to all Co-owners in accordance Article VIII. Such vote may only be taken in a meeting of the Co-owners and no proxies or absentee ballots shall be permitted to be used, notwithstanding the provisions of Article VIII.

# GENESEE COUNTY CONDOMINIUM SUBDIVISION PLAN No. 401
# EXHIBIT "B" TO THE MASTER DEED OF
# THE ESTATES OF IRISH FARMS
## PART OF THE N.E. 1/4, N.W. 1/4 & S.W. 1/4 OF SECTION 6, T.7N., R.8E., DAVISON TOWNSHIP, GENESEE COUNTY, MICHIGAN

ATTENTION COUNTY REGISTER OF DEEDS
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE, SHEET 1, AND THE SURVEYOR'S CERTIFICATE, SHEET 2

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PARCEL DESCRIPTION

Part of the Northeast Quarter, the Northwest Quarter and the Southwest Quarter of Section 6, Town 7 North, Range 8 East, Davison Township, Genesee County, Michigan, described as:
Beginning at the North Quarter corner of said Section 6;
thence N.88°21'26"E. 122.00 feet along the North line of said Section 6 and the centerline of Potter Road (66.00 feet wide);
thence S.01°43'48"E. 1269.00 feet;
thence S.88°16'12"W. 130.00 feet;
thence S.01°43'48"E. 210.80 feet;
thence S.88°21'26"W. 19.14 feet;
thence S.01°38'34"E. 254.00 feet;
thence N.88°21'26"E. 10.00 feet;
thence S.01°38'34"E. 193.00 feet;
thence N.88°21'26"E. 58.00 feet;
thence S.01°38'34"E. 371.73 feet;
thence S.88°21'26"W. 100.00 feet;
thence S.01°38'34"E. 127.29 feet;
thence S.01°48'31"E. 66.00 feet;
thence S.88°11'39"W. 43.67 feet;
thence 22.31 feet along the arc of a 266.00 foot radius tangent curve to the right having a central angle of 04°48'23" and a chord bearing N.89°24'19"W. 22.31 feet;
thence S.01°48'31"E. 167.35 feet to the East and West Quarter line of said Section 6;
thence N.88°23'02"E. 174.30 feet along the East and West Quarter line of said Section 6 to the Center Post of said Section 6;
thence S.03°05'19"E. 64.16 feet along the North and South Quarter line of said Section 6;
thence S.86°36'54"W. 216.00 feet along the Northerly line of "Townline East Estates No. 5", as recorded in Liber 51 of Plats, Pages 27-28, Genesee County Records, to the Easterly line of "Townline East Estates No. 5";
thence N.03°06'51"W. 70.83 feet along the Easterly line of "Townline East Estates No. 5" to the East and West Quarter line of said Section 6;
thence along the East and West Quarter line of said Section 6 the following two courses:
S.88°23'02"W. 827.45 feet along the Northerly line of "Townline East Estates No. 5" and
S.88°12'41"W. 262.50 feet along the Northerly line of "Townline East Estates No. 4", as recorded in Liber 49 of plats, Pages 29-30, Genesee County Records;
thence N.02°56'36"W 1338.46 feet;
thence N.87°54'47"E. 88.64 feet;
thence N.01°43'48"W. 137.10 feet;
thence N.88°21'10"E. 869.66 feet;
thence N.01°43'48"W. 732.90 feet;
thence N.88°21'10"E. 300.00 feet;
thence N.01°43'48"W. 450.00 feet to the North line of said Section 6 and the centerline of Potter Road;
thence N.88°21'10"E. 28.00 feet along the North line of said Section 6 and the centerline of Potter Road to the Point of Beginning, containing 51.87 acres of land, more or less.

DRAWING INDEX:



DEVELOPER
IRISH FARMS DEVELOPMENT, LLC
85 NORTH MAIN STREET
SUITE 101
MT. CLEMENS, MI 48043

SURVEYOR
FENN & ASSOCIATES, SURVEYING, INC.
13399 WEST STAR DRIVE
SHELBY TOWNSHIP, MI 48315

FENN & ASSOCIATES, SURVEYING, INC.
LAND SURVEYORS AND CIVIL ENGINEERS
13399 WEST STAR DRIVE
SHELBY TOWNSHIP, MICHIGAN 48315
PHONE: 586.254.9577
WWW.FENNSURVEYING.COM

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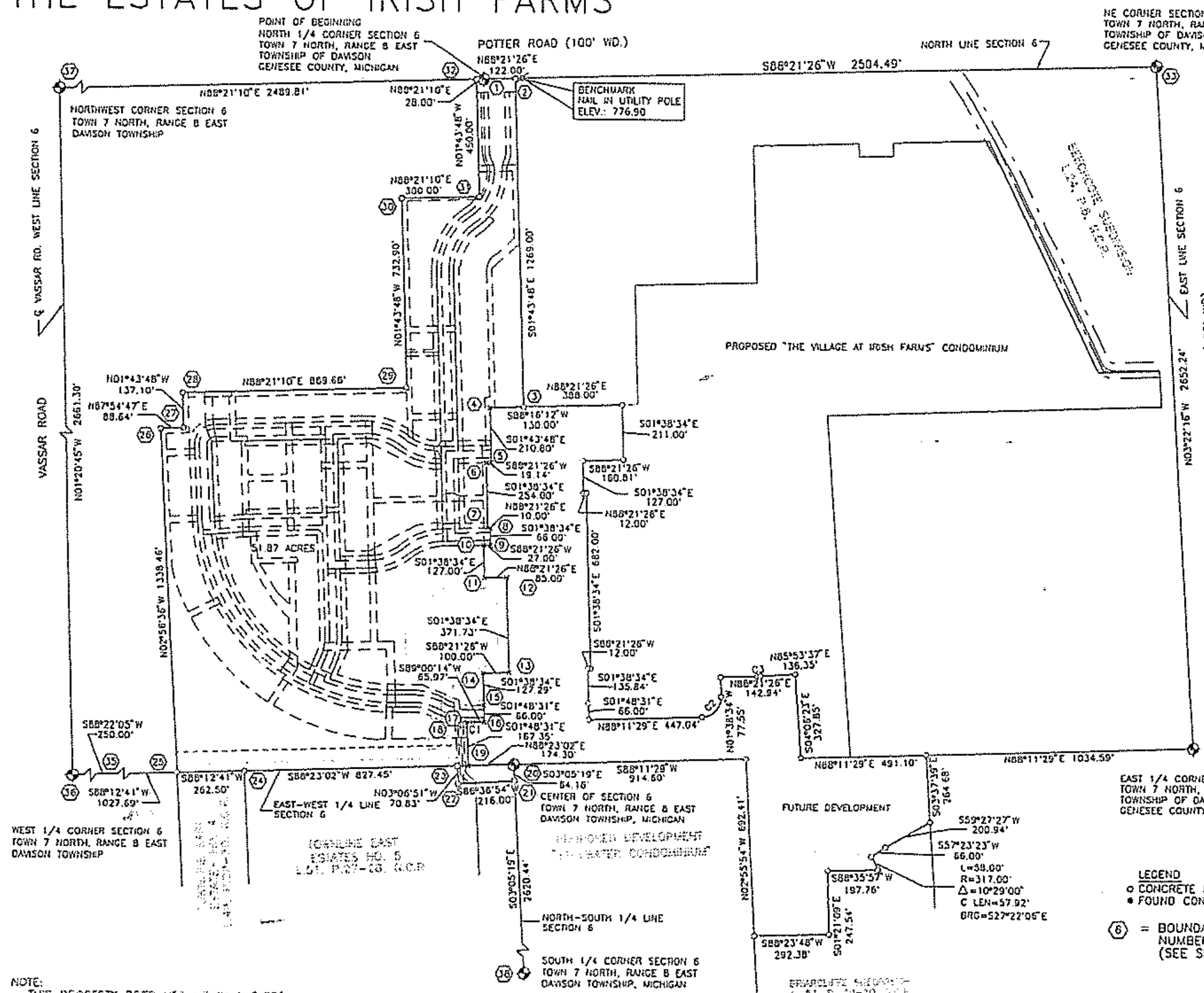
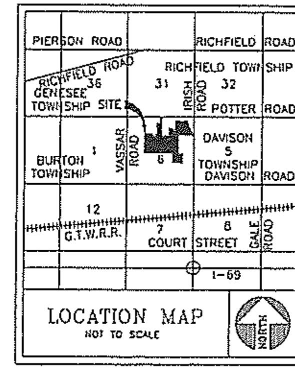
# THE ESTATES OF IRISH FARMS




SURVEYOR'S CERTIFICATE

I, ROBERT E. HORNYAK, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE CONDOMINIUM PLAN KNOWN AS THE ESTATES AT IRISH FARMS GENESEE COUNTY CONDOMINIUM SUBDIVISION PLAN No. , AS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS 1978, AS AMENDED.

THAT THE BEARINGS AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

DATE

ROBERT E. HORNYAK
NO. 44286
FENN & ASSOCIATES, INC.
13399 WEST STAR DRIVE
SHELBY TOWNSHIP, MICHIGAN 48315

LEGEND
○ CONCRETE MONUMENT SET
● FOUND CONCRETE MONUMENT
(6) = BOUNDARY COORDINATE NUMBER (SEE SHEET 4 FOR COORDINATES)

NOTE:
- THIS PROPERTY DOES NOT LIE IN A FLOOD HAZARD AREA AS DETERMINED BY NATIONAL FLOOD INSURANCE PROGRAM 260664 0005 JUNE 15 1979
- BEARINGS AS SHOWN WERE DETERMINED FROM MICHIGAN STATE PLANE COORDINATE SYSTEM

| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|---|---|---|---|---|---|
| C1 | 266.00' | 22.31' | 22.31' | N 89°24'19" W | 04°48'23" |
| C2 | 78.00' | 122.30' | 110.15' | S 43°16'28" W | 89°50'03" |
| C3 | 266.00' | 11.44' | 11.44' | S 87°07'31" W | 02°27'49" |

0 200 400 800
SCALE: 1" = 200'

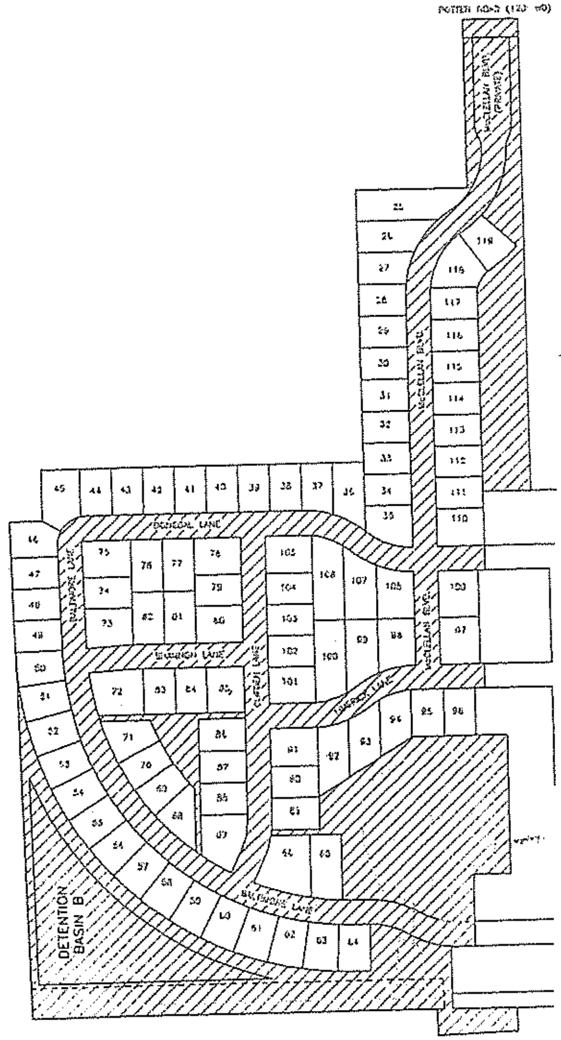
SURVEY PLAN

FENN & ASSOCIATES, SURVEYING, INC.
LAND SURVEYORS AND CIVIL ENGINEERS

13399 WEST STAR DRIVE
SHELBY TOWNSHIP,
MICHIGAN 48315
PHONE: 586.254.9577
WWW.FENNSURVEYING.COM

SHEET 2 OF 8

# THE ESTATES OF IRISH FARMS




LEGEND

= GENERAL COMMON ELEMENT

= UNIT LIMITS

33 = UNIT NUMBER

SEE SHEET 4 FOR UNIT AREAS AND COORDINATES.

NOTE: ALL ROADS ARE PRIVATE

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0 150 300 600
SCALE: 1" = 150'

SITE PLAN

FENN & ASSOCIATES, SURVEYING, INC.
LAND SURVEYORS AND CIVIL ENGINEERS
13399 WEST STAR DRIVE
SHELBY TOWNSHIP,
MICHIGAN 48315
PHONE: 586.254.9577
WWW.FENNSURVEYING.COM

# THE ESTATES OF IRISH FARMS

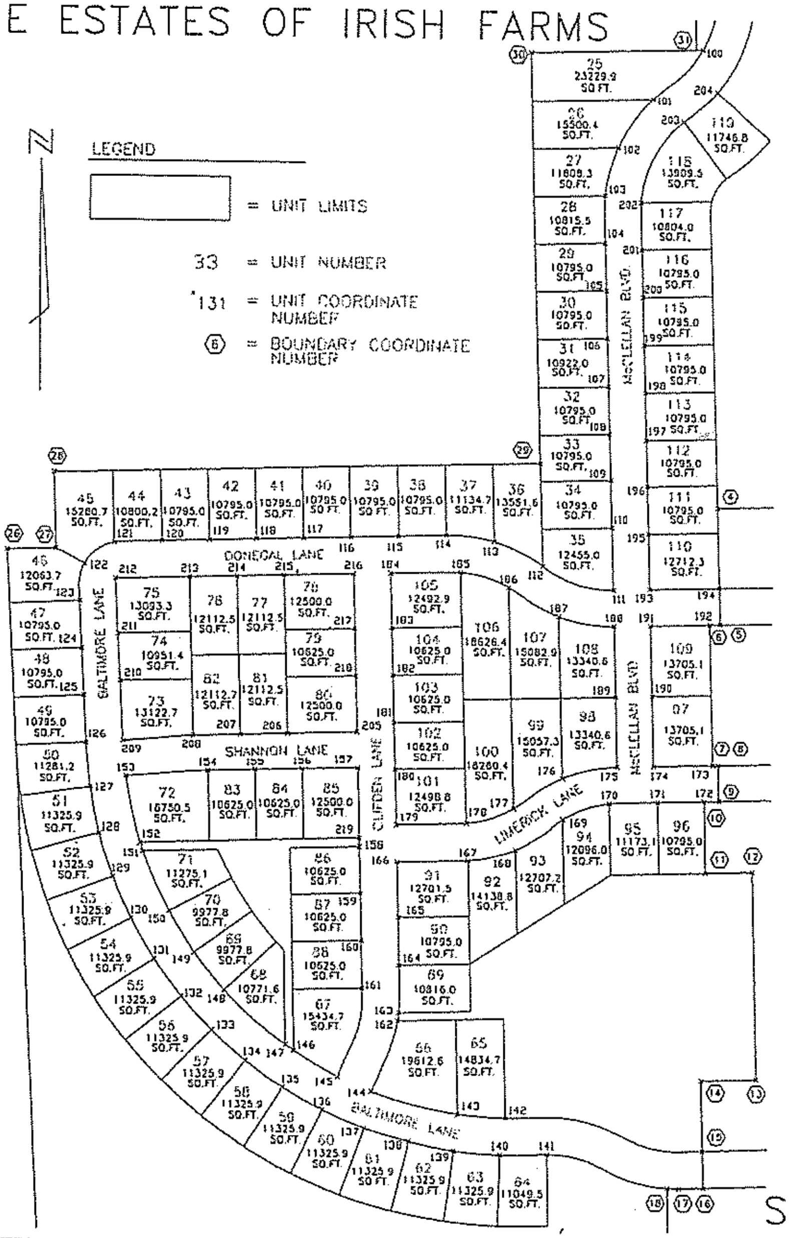
LEGEND

[box] = UNIT LIMITS

33 = UNIT NUMBER

*131 = UNIT COORDINATE NUMBER

⑥ = BOUNDARY COORDINATE NUMBER




| BOUNDARY COORDINATES | | |
|---|---|---|
| Point Number | North | East |
| 1 | 5265.41 | 7058.29 |
| 2 | 5268.91 | 7180.24 |
| 3 | 4000.48 | 7218.56 |
| 4 | 3996.56 | 7088.62 |
| 5 | 3785.85 | 7094.98 |
| 6 | 3785.30 | 7075.85 |
| 7 | 3531.41 | 7083.13 |
| 8 | 3531.70 | 7093.13 |
| 9 | 3465.72 | 7095.02 |
| 10 | 3464.95 | 7068.03 |
| 11 | 3338.00 | 7071.67 |
| 12 | 3340.44 | 7156.64 |
| 13 | 2968.86 | 7167.30 |
| 14 | 2965.99 | 7067.34 |
| 15 | 2838.75 | 7070.99 |
| 16 | 2772.78 | 7073.07 |
| 17 | 2771.41 | 7029.42 |
| 18 | 2771.64 | 7007.11 |
| 19 | 2604.37 | 7012.39 |
| 20 | 2609.29 | 7186.62 |
| 21 | 2545.22 | 7198.00 |
| 22 | 2532.47 | 6974.46 |
| 23 | 2603.19 | 6970.61 |
| 24 | 2579.86 | 6143.49 |
| 25 | 2571.66 | 5881.12 |
| 26 | 3908.36 | 5812.40 |
| 27 | 3911.58 | 5900.98 |
| 28 | 4048.62 | 5896.84 |
| 29 | 4073.62 | 6766.14 |
| 30 | 4806.19 | 6744.02 |
| 31 | 4814.81 | 7043.89 |
| 32 | 5264.60 | 7030.31 |
| 33 | 5340.70 | 9683.71 |
| 34 | 2693.06 | 9839.67 |
| 35 | 2539.59 | 4853.93 |
| 36 | 2532.47 | 4604.03 |
| 37 | 5193.04 | 4541.53 |
| 38 | -11.16 | 7328.02 |

| UNIT COORDINATES | | |
|---|---|---|
| Point Number | North | East |
| 100 | 4815.15 | 7055.77 |
| 101 | 4727.29 | 6966.39 |
| 102 | 4640.35 | 6903.19 |
| 103 | 4554.62 | 6880.60 |
| 104 | 4469.60 | 6881.24 |
| 105 | 4384.64 | 6883.81 |
| 106 | 4299.68 | 6886.37 |
| 107 | 4213.72 | 6888.97 |
| 108 | 4128.76 | 6891.53 |
| 109 | 4043.80 | 6894.10 |
| 110 | 3958.84 | 6896.67 |
| 111 | 3846.29 | 6900.07 |
| 112 | 3888.21 | 6771.74 |
| 113 | 3931.55 | 6685.19 |
| 114 | 3941.79 | 6599.86 |
| 115 | 3939.34 | 6514.90 |
| 116 | 3936.90 | 6429.93 |
| 117 | 3934.46 | 6344.97 |
| 118 | 3932.01 | 6260.00 |
| 119 | 3929.57 | 6175.04 |
| 120 | 3927.13 | 6090.07 |
| 121 | 3923.51 | 6005.14 |
| 122 | 3884.06 | 5952.13 |
| 123 | 3817.11 | 5944.25 |
| 124 | 3732.22 | 5948.62 |
| 125 | 3647.33 | 5952.98 |
| 126 | 3562.44 | 5957.35 |
| 127 | 3480.29 | 5965.28 |
| 128 | 3399.67 | 5981.92 |
| 129 | 3321.31 | 6007.12 |
| 130 | 3246.10 | 6040.57 |
| 131 | 3174.92 | 6081.91 |
| 132 | 3108.58 | 6130.64 |
| 133 | 3047.85 | 6186.21 |
| 134 | 2993.44 | 6247.97 |
| 135 | 2945.97 | 6315.22 |
| 136 | 2905.99 | 6387.17 |
| 137 | 2873.97 | 6463.00 |
| 138 | 2850.26 | 6541.82 |
| 139 | 2835.15 | 6622.74 |
| 140 | 2828.80 | 6704.81 |
| 141 | 2830.15 | 6788.51 |
| 142 | 2894.65 | 6714.27 |
| 143 | 2900.89 | 6629.05 |
| 144 | 2945.00 | 6474.58 |
| 145 | 2966.33 | 6414.04 |
| 146 | 3011.94 | 6334.74 |
| 147 | 3022.43 | 6319.43 |
| 148 | 3119.79 | 6208.36 |
| 149 | 3186.73 | 6153.81 |
| 150 | 3259.87 | 6107.92 |
| 151 | 3369.03 | 6060.04 |
| 152 | 3383.90 | 6055.17 |
| 153 | 3501.10 | 6028.98 |
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| 155 | 3514.85 | 6260.25 |
| 156 | 3517.29 | 6345.22 |
| 157 | 3520.16 | 6445.18 |
| 158 | 3380.22 | 6449.20 |
| 159 | 3295.26 | 6451.65 |

| UNIT COORDINATES | | |
|---|---|---|
| Point Number | North | East |
| 160 | 3210.29 | 6454.09 |
| 161 | 3125.33 | 6456.53 |
| 162 | 3067.13 | 6521.00 |
| 163 | 3082.19 | 6521.84 |
| 164 | 3167.21 | 6521.36 |
| 165 | 3252.17 | 6518.91 |
| 166 | 3352.13 | 6516.04 |
| 167 | 3356.12 | 6642.98 |
| 168 | 3377.09 | 6727.41 |
| 169 | 3430.13 | 6810.92 |
| 170 | 3459.34 | 6895.11 |
| 171 | 3462.51 | 6983.07 |
| 172 | 3464.95 | 7068.03 |
| 173 | 3531.41 | 7083.13 |
| 174 | 3528.31 | 6975.26 |
| 175 | 3526.42 | 6909.29 |
| 176 | 3504.05 | 6809.89 |
| 177 | 3448.90 | 6723.34 |
| 178 | 3422.02 | 6639.08 |
| 179 | 3418.10 | 6514.14 |
| 180 | 3518.06 | 6511.27 |
| 181 | 3603.03 | 6508.82 |
| 182 | 3687.99 | 6506.38 |
| 183 | 3772.96 | 6503.94 |
| 184 | 3872.92 | 6501.06 |
| 185 | 3875.47 | 6626.04 |
| 186 | 3848.93 | 6711.84 |
| 187 | 3796.96 | 6801.49 |
| 188 | 3780.32 | 6902.01 |
| 189 | 3653.37 | 6905.65 |
| 190 | 3655.26 | 6971.62 |
| 191 | 3782.21 | 6967.98 |
| 192 | 3785.30 | 7075.85 |
| 193 | 3848.18 | 6966.04 |
| 194 | 3851.82 | 7092.99 |
| 195 | 3948.14 | 6963.02 |
| 196 | 4033.10 | 6960.45 |
| 197 | 4118.06 | 6957.89 |
| 198 | 4203.02 | 6955.32 |
| 199 | 4287.98 | 6952.76 |
| 200 | 4372.94 | 6950.19 |
| 201 | 4457.90 | 6947.62 |
| 202 | 4542.89 | 6945.89 |
| 203 | 4688.12 | 7022.21 |
| 204 | 4740.49 | 7083.08 |
| 205 | 3586.14 | 6443.28 |
| 206 | 3582.54 | 6318.33 |
| 207 | 3580.10 | 6233.37 |
| 208 | 3577.58 | 6148.41 |
| 209 | 3566.85 | 6023.21 |
| 210 | 3673.94 | 6017.70 |
| 211 | 3758.85 | 6013.34 |
| 212 | 3858.74 | 6008.20 |
| 213 | 3862.54 | 6140.21 |
| 214 | 3864.98 | 6225.18 |
| 215 | 3867.43 | 6310.14 |
| 216 | 3871.02 | 6435.09 |
| 217 | 3771.06 | 6437.96 |
| 218 | 3686.10 | 6440.41 |
| 219 | 3395.22 | 6448.77 |

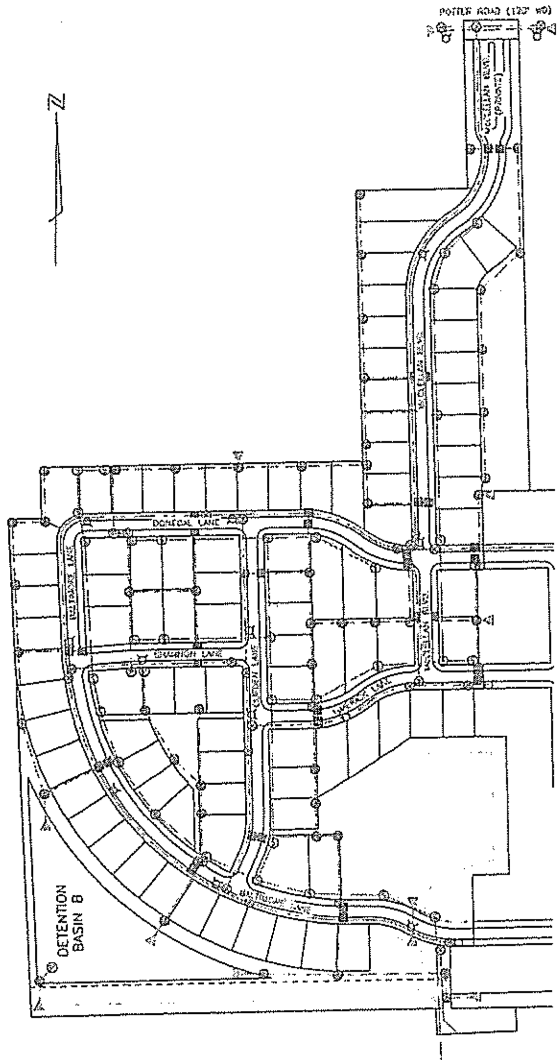
PROPOSED OCT. 30, 2006
MUST BE BUILT

0 100 200 400
SCALE: 1" = 100'

## SITE PLAN—DETAIL

FENN & ASSOCIATES, SURVEYING, INC.
LAND SURVEYORS AND CIVIL ENGINEERS
13399 WEST STAR DRIVE
SHELBY TOWNSHIP, MICHIGAN 48315
PHONE: 586.254.9577
WWW.FENNSURVEYING.COM

# THE ESTATES OF IRISH FARMS




LEGEND:

- SANITARY SEWER
- SANITARY MANHOLE
- STORM SEWER
- STORM MANHOLE
- ROAD CATCH BASIN
- CATCH BASIN
- WATERMAIN
- FIRE HYDRANT
- GATE VALVE & WELL

NOTE:
UTILITIES, AS SHOWN, INDICATE APPROXIMATE LOCATIONS OF FACILITIES ONLY, AS DISCLOSED BY THE RECORDS OF THE VARIOUS COMPANIES AND NO GUARANTEE IS GIVEN AS TO THE COMPLETENESS OR ACCURACY THEREOF

GENERAL NOTATIONS
ALL UNITS SERVICED WITH SANITARY SEWER & WATER BY THE TOWNSHIP OF DAVISON
SANITARY SEWER & WATER INFORMATION AS SHOWN OBTAINED FROM PLANS PREPARED BY FENN & ASSOCIATES SURVEYING, INC

STORM SEWER AS SHOWN, OBTAINED FROM PLANS PREPARED BY FENN & ASSOCIATES SURVEYING, INC.

ALL UNITS TO BE SERVICED WITH NATURAL GAS
ALL UNITS TO BE SERVICED WITH ELECTRIC
ALL UNITS TO BE SERVICED WITH TELEPHONE
ALL UNITS TO BE SERVICED WITH CATV


Instr:200612130106232 12/13/2006
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Melvin Phillip McCree T20060029814
Genesee County Register MLDUNCAN 0

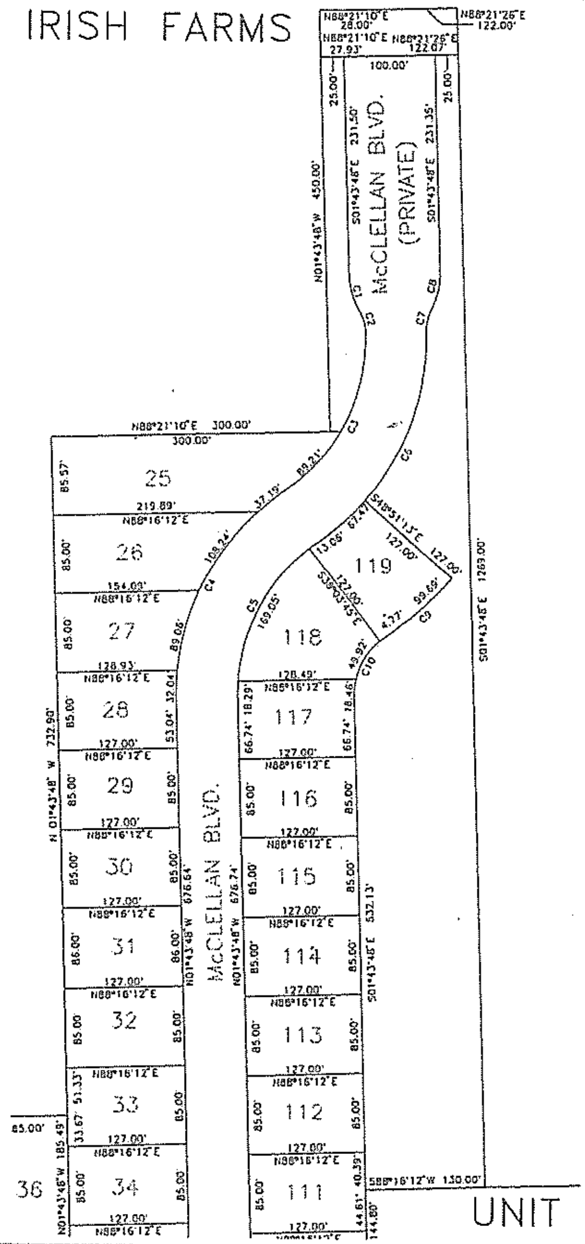

0 150 300 600
SCALE: 1" = 150'

## UTILITY PLAN


FENN & ASSOCIATES, SURVEYING, INC.
LAND SURVEYORS AND CIVIL ENGINEERS
13399 WEST STAR DRIVE
SHELBY TOWNSHIP, MICHIGAN 48315
PHONE: 586.254.9577
WWW.FENNSURVEYING.COM


SHEET 5 OF 8

# THE ESTATES OF IRISH FARMS




LEGEND
- o CONCRETE MONUMENT SET
- • FOUND CONCRETE MONUMENT

(R.) = RADIAL
(N.R.) = NON-RADIAL

☐ = UNIT LIMITS

| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|---|---|---|---|---|---|
| C1 | 75.00' | 39.57' | 39.12' | N16°50'45"W | 30°13'53" |
| C2 | 50.00' | 26.38' | 26.08' | S16°50'45"E | 30°13'53" |
| C3 | 200.00' | 200.40' | 192.12' | S26°58'29"W | 57°24'35" |
| C4 | 266.00' | 266.53' | 255.52' | N26°58'29"E | 57°24'35" |
| C5 | 200.00' | 200.40' | 192.12' | N26°58'29"E | 57°24'35" |
| C6 | 266.00' | 266.53' | 255.52' | S26°58'29"W | 57°24'35" |
| C7 | 50.00' | 26.38' | 26.08' | N13°23'08"E | 30°13'53" |
| C8 | 75.00' | 39.57' | 39.12' | S13°23'08"W | 30°13'53" |
| C9 | 393.00' | 99.69' | 99.42' | S48°24'47"W | 14°32'00" |
| C10 | 73.00' | 73.15' | 70.12' | N26°58'29"E | 57°24'35" |



0 60 120 240
SCALE: 1" = 60'

## UNIT DIMENSIONS

FENN & ASSOCIATES, SURVEYING, INC.
LAND SURVEYORS AND CIVIL ENGINEERS
13399 WEST STAR DRIVE
SHELBY TOWNSHIP, MICHIGAN 48315
PHONE: 586.254.9577
WWW.FENNSURVEYING.COM

# THE ESTATES OF IRISH FARMS


LEGEND
○ CONCRETE MONUMENT SET
● FOUND CONCRETE MONUMENT

(R.) = RADIAL
(N.R.) = NON-RADIAL

▭ = UNIT LIMITS

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Melvin Phillip McCree T20060029814
Genesee County Register MLDUNCAN 0

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| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|---|---|---|---|---|---|
| C11 | 200.00' | 136.23' | 133.61' | N 72°06'53" W | 39°01'38" |
| C12 | 266.00' | 181.25' | 177.77' | N 72°07'19" W | 39°02'30" |
| C13 | 200.00' | 136.30' | 133.67' | S 72°07'27" E | 39°02'46" |
| C14 | 266.00' | 181.27' | 177.79' | S 72°07'27" E | 39°02'46" |
| C15 | 78.00' | 124.29' | 111.55' | N 42°42'17" E | 91°17'46" |
| C16 | 765.00' | 1185.49' | 1070.67' | N47°16'47"W | 88°40'22" |
| C17 | 700.00' | 686.11' | 658.98' | N35°45'19"W | 56°09'33" |
| C18 | 893.00' | 1382.04' | 1248.18' | N47°16'47"W | 88°40'22" |
| C19 | 573.00' | 218.15' | 216.83' | N33°40'09"W | 21°48'47" |
| C20 | 266.00' | 116.58' | 115.65' | S10°54'29"W | 25°06'37" |
| C21 | 200.00' | 87.65' | 86.95' | S10°54'29"W | 25°06'37" |
| C22 | 200.00' | 11.61' | 11.61' | N86°41'23"E | 03°19'35" |
| C23 | 266.00' | 15.44' | 15.44' | N86°41'23"E | 03°19'35" |
| C24 | 266.00' | 174.67' | 171.55' | S69°32'26"W | 37°37'28" |
| C25 | 200.00' | 131.33' | 128.99' | S69°32'26"W | 37°37'28" |
| C26 | 266.00' | 174.69' | 171.57' | N69°32'34"E | 37°37'44" |
| C27 | 200.00' | 131.35' | 129.00' | N69°32'34"E | 37°37'44" |

0 60 120 240
SCALE: 1" = 60'

# UNIT DIMENSIONS

FENN & ASSOCIATES, SURVEYING, INC.
LAND SURVEYORS AND CIVIL ENGINEERS
13399 WEST STAR DRIVE
SHELBY TOWNSHIP, MICHIGAN 48315
PHONE: 586.254.9577
WWW.FENNSURVEYING.COM

SHEET 7 OF 8

Instr:200612200108197 12/20/2006
P:1 of 9 F:$38.00 10:40AM
Melvin Phillip McCree T20060030564
Genesee County Register MLDUNCAN 0

# FIRST AMENDMENT TO MASTER DEED

## THE ESTATES OF IRISH FARMS

**THIS FIRST AMENDMENT TO MASTER DEED** (this "First Amendment") is made and executed on this 19 day of December, 2006, by Irish Farms Development, L.L.C., a Michigan limited liability company ("Developer") whose address is 85 North Main Street, Suite 101, Mt. Clemens, Michigan 48043, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended).

## RECITALS:

A. Developer is the developer under the Master Deed, recorded on with the Genessee County Register of Deeds, where it was assigned Instrument No. 200612130106232 (the "Master Deed"), pursuant to which The Estates of Irish Farms, Genessee County Condominium Subdivision Plan No. 401, was established as a condominium project. The land which is subject to the Master Deed is described on the attached **Exhibit A**. Capitalized terms used in this First Amendment and not otherwise defined herein shall have the meaning ascribed to such terms in the Master Deed.

B. Pursuant to the authority reserved to Developer under Article XI, Section 11.2 of the Master Deed and under Section 90(1) of the Act, Developer desires to amend the Master Deed to modify numbering of the Units on the Condominium Subdivision Plan.

NOW, THEREFORE, Developer, by recording this First Amendment, hereby amends the Master Deed as follows:

## ARTICLE I

## CONDOMINIUM SUBDIVISION PLAN

Sheets 1, 3, 4, 6, 7 and 8, of Genessee County Subdivision Plan 401 attached hereto shall, upon the recording of this First Amendment with the Genessee County Register of Deeds, replace and supersede Sheets 1, 3, 4, 6, 7 and 8, of Genessee County Subdivision Plan 401.



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Instr:200612200108197 12/20/2006
P:2 of 9 F:$38.00 10:40AM
Melvin Phillip McCree T20060030564
Genesee County Register MLDUNCAN 0

## ARTICLE II

## RATIFICATION

Except as provided in this First Amendment, the Master Deed, including the Condominium Bylaws attached thereto as Exhibit A and the Condominium Subdivision Plan attached thereto as Exhibit B, shall continue in full force and is hereby ratified and confirmed. In the event that there is any conflict between the provisions of this First Amendment and the provisions of the Master Deed, and the Exhibits thereto, the provisions of this First Amendment shall control.

**DEVELOPER:**

**IRISH FARMS DEVELOPMENT, L.L.C.,**
**a Michigan limited liability company**

By: Jim George
Jim George
Its: Manager

STATE OF MICHIGAN )
)ss
COUNTY OF Oakland )

The foregoing instrument was acknowledged before me this 19th day of Dec, 2006, by Jim George, manager of Irish Farms Development, L.L.C., a Michigan limited liability company, on behalf of said company.

Connie S. Berens

CONNIE S. BERENS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Nov 15, 2010
ACTING IN COUNTY OF Oakland

Notary Public State of Michigan
_________ County
My Commission expires:

DRAFTED BY and WHEN RECORDED RETURN TO:
Duncan P. Ogilvie, Esq.
Seyburn, Kahn, Ginn, Bess & Serlin, P.C.
2000 Town Center, Suite 1500
Southfield, Michigan 48075-1195 38.00
(248) 353-7620

{DPO LAP | W:\DOCS\010651\015437\00077836.DOC | First Amendment to the Master Deed}2006=1219

Instr:200612200108197 12/20/2006
P:3 of 9 F:$38.00 10:40AM
Melvin Phillip McCree T20060030564
Genesee County Register MLDUNCAN 0

# EXHIBIT A

## LEGAL DESCRIPTION

## LAND SUBJECT TO THE MASTER DEED

Land situated in the Township of Davison, County of Genesee, State of Michigan, is described as follows:

Part of the Northeast Quarter, the Northwest Quarter and the Southwest Quarter of Section 6, Town 7 North, Range 8 East, Davison Township, Genesee County, Michigan, described as: Beginning at the North Quarter corner of said Section 6; thence N.88°21'26"E. 122.00 feet along the North line of said Section 6 and the centerline of Potter Road (66.00 feet wide);thence S.01°43'48"E. 1269.00 feet; thence S.88°16'12"W. 130.00 feet; thence S.01°43'48"E. 210.80 feet; thence S.88°21'26"W. 19.14 feet; thence S.01°38'34"E. 254.00 feet; thence N.88°21'26"E. 10.00 feet; thence S.01°38'34"E. 66.00 feet; thence S.88°21'26"W. 27.00 feet; thence S.01°38'34"E. 127.00 feet; thence N.88°21'26"E. 85.00 feet; thence S.01°38'34"E. 371.73 feet; thence S.88°21'26"W. 100.00 feet; thence S.01°38'34"E. 127.29 feet; thence S.01°48'31"E. 66.00 feet; thence S.88°11'29"W. 43.67 feet; thence 22.31 feet along the arc of a 266.00 foot radius tangent curve to the right having a central angle of 04°48'23" and a chord bearing N.89°24'19"W. 22.31 feet; thence S.01°48'31"E. 167.35 feet to the East and West Quarter line of said Section 6; thence N.88°23'02"E. 174.30 feet along the East and West Quarter line of said Section 6 to the Center Post of said Section 6; thence S.03°05'19"E. 64.16 feet along the North and South Quarter line of said Section 6; thence S.86°36'54"W. 216.00 feet along the Northerly line of "Townline East Estates No. 5", as recorded in Liber 51 of Plats, Pages 27-28, Genesee County Records, to the Easterly line of "Townline East Estates No. 5"; thence N.03°06'51"W. 70.83 feet along the Easterly line of "Townline East Estates No. 5" to the East and West Quarter line of said Section 6; thence along the East and West Quarter line of said Section 6 the following two courses: S.88°23'02"W. 827.45 feet along the Northerly line of "Townline East Estates No. 5" and S.88°12'41"W. 262.50 feet along the Northerly line of "Townline East Estates No. 4", as recorded in Liber 49 of plats, Pages 29-30, Genesee County Records; thence N.02°56'36"W. 1338.46 feet; thence N.87°54'47"E. 88.64 feet; thence N.01°43'48"W. 137.10 feet; thence N.88°21'10"E. 869.66 feet; thence N.01°43'48"W. 732.90 feet; thence N.88°21'10"E. 300.00 feet; thence N.01°43'48"W. 450.00 feet to the North line of said Section 6 and the centerline of Potter Road; thence N.88°21'10"E. 28.00 feet along the North line of said Section 6 and the centerline of Potter Road to the Point of Beginning, containing 51.79 acres of land, more or less.

# GENESEE COUNTY CONDOMINIUM SUBDIVISION PLAN No. 401
# EXHIBIT "B" TO THE MASTER DEED OF
# THE ESTATES OF IRISH FARMS
# PART OF THE N.E. 1/4, N.W. 1/4 & S.W. 1/4 OF SECTION 6, T.7N., R.8E., DAVISON TOWNSHIP, GENESEE COUNTY, MICHIGAN

ATTENTION COUNTY REGISTER OF DEEDS
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE, SHEET 1, AND THE SURVEYOR'S CERTIFICATE, SHEET 2.

THE ASTERISK (*) AS SHOWN IN THE INDEX INDICATES AMENDED OR SUPPLEMENTAL SHEETS WHICH ARE REVISED OR NEW SHEETS DATED DECEMBER 19, 2006. THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR SUPPLEMENT SHEETS PREVIOUSLY RECORDED.

PARCEL DESCRIPTION

Part of the Northeast Quarter, the Northwest Quarter and the Southwest Quarter of Section 6, Town 7 North, Range 8 East, Davison Township, Genesee County, Michigan, described as: Beginning at the North Quarter corner of said Section 6; thence N.88°21'26"E. 122.00 feet along the North line of said Section 6 and the centerline of Potter Road (66.00 feet wide); thence S.01°43'48"E. 1269.00 feet; thence S.88°16'12"W. 130.00 feet; thence S.01°43'48"E. 210.80 feet; thence S.88°21'26"W. 19.14 feet; thence S.01°38'34"E. 254.00 feet; thence N.88°21'26"E. 10.00 feet; thence S.01°38'34"E. 66.00 feet; thence S.88°21'26"W. 27.00 feet; thence S.01°38'34"E. 127.00 feet; thence N.88°21'26"E. 85.00 feet; thence S.01°38'34"E. 371.73 feet; thence S.88°21'26"W. 100.00 feet; thence S.01°38'34"E. 127.29 feet; thence S.01°48'31"E. 66.00 feet; thence S.88°11'29"W. 43.67 feet; thence 22.31 feet along the arc of a 266.00 foot radius tangent curve to the right having a central angle of 04°48'23" and a chord bearing N.89°24'19"W. 22.31 feet; thence S.01°48'31"E. 167.35 feet to the East and West Quarter line of said Section 6; thence N.88°23'02"E. 174.30 feet along the East and West Quarter line of said Section 6 to the Center Post of said Section 6; thence S.03°05'19"E. 64.16 feet along the North and South Quarter line of said Section 6; thence S.86°36'54"W. 216.00 feet along the Northerly line of "Townline East Estates No. 5", as recorded in Liber 51 of Plats, Pages 27-28, Genesee County Records, to the Easterly line of "Townline East Estates No. 5"; thence N.03°06'51"W. 70.83 feet along the Easterly line of "Townline East Estates No. 5" to the East and West Quarter line of said Section 6; thence along the East and West Quarter line of said Section 6 the following two courses: S.88°23'02"W. 827.45 feet along the Northerly line of "Townline East Estates No. 5" and S.88°12'41"W. 262.50 feet along the Northerly line of "Townline East Estates No. 4", as recorded in Liber 49 of plats, Pages 29-30, Genesee County Records; thence N.02°56'36"W. 1338.46 feet; thence N.87°54'47"E. 88.64 feet; thence N.01°43'48"W. 137.10 feet; thence N.88°21'10"E. 869.66 feet; thence N.01°43'48"W. 732.90 feet; thence N.88°21'10"E. 300.00 feet; thence N.01°43'48"W. 450.00 feet to the North line of said Section 6 and the centerline of Potter Road; thence N.88°21'10"E. 28.00 feet along the North line of said Section 6 and the centerline of Potter Road to the Point of Beginning, containing 51.79 acres of land, more or less.

DRAWING INDEX:



STATE OF MICHIGAN
ROBERT E. HORNYAK
PROFESSIONAL SURVEYOR
No. 44286
LICENSED PROFESSIONAL SURVEYOR

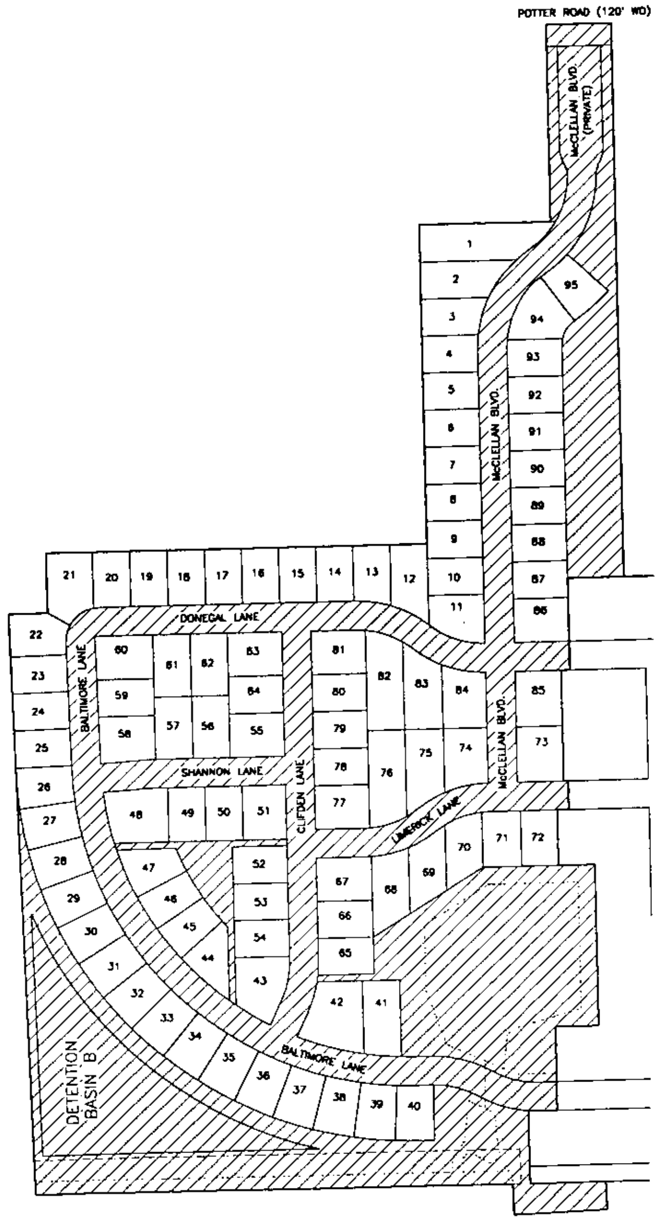
DEVELOPER
IRISH FARMS DEVELOPMENT, LLC
85 NORTH MAIN STREET
SUITE 101
MT. CLEMENS, MI 48043

SURVEYOR
FENN & ASSOCIATES, SURVEYING, INC.
13399 WEST STAR DRIVE
SHELBY TOWNSHIP, MI 48315

FENN & ASSOCIATES, SURVEYING, INC.
LAND SURVEYORS AND CIVIL ENGINEERS
13399 WEST STAR DRIVE
SHELBY TOWNSHIP, MICHIGAN 48315
PHONE: 586.254.9577
WWW.FENNSURVEYING.COM

Instr:200612200108197 12/20/2006
P:5 of 9 F:$38.00 10:40AM
Melvin Phillip McCree T20060030564
Genesee County Register MLDUNCAN 0

# THE ESTATES OF IRISH FARMS




LEGEND

= GENERAL COMMON ELEMENT

= UNIT LIMITS

33 = UNIT NUMBER

SEE SHEET 4 FOR UNIT AREAS AND COORDINATES.

NOTE: ALL ROADS ARE PRIVATE

STATE OF MICHIGAN
ROBERT E. HORNYAK
PROFESSIONAL SURVEYOR
No. 44286
LICENSED PROFESSIONAL SURVEYOR

PROPOSED DEC. 19, 2006
MUST BE BUILT

0 150 300 600
SCALE: 1" = 150'

SITE PLAN

FENN & ASSOCIATES, SURVEYING, INC.
LAND SURVEYORS AND CIVIL ENGINEERS

13399 WEST STAR DRIVE
SHELBY TOWNSHIP,
MICHIGAN 48315
PHONE: 586.254.9577
WWW.FENNSURVEYING.COM

SHEET 3 OF 8

# THE ESTATES OF IRISH FARMS

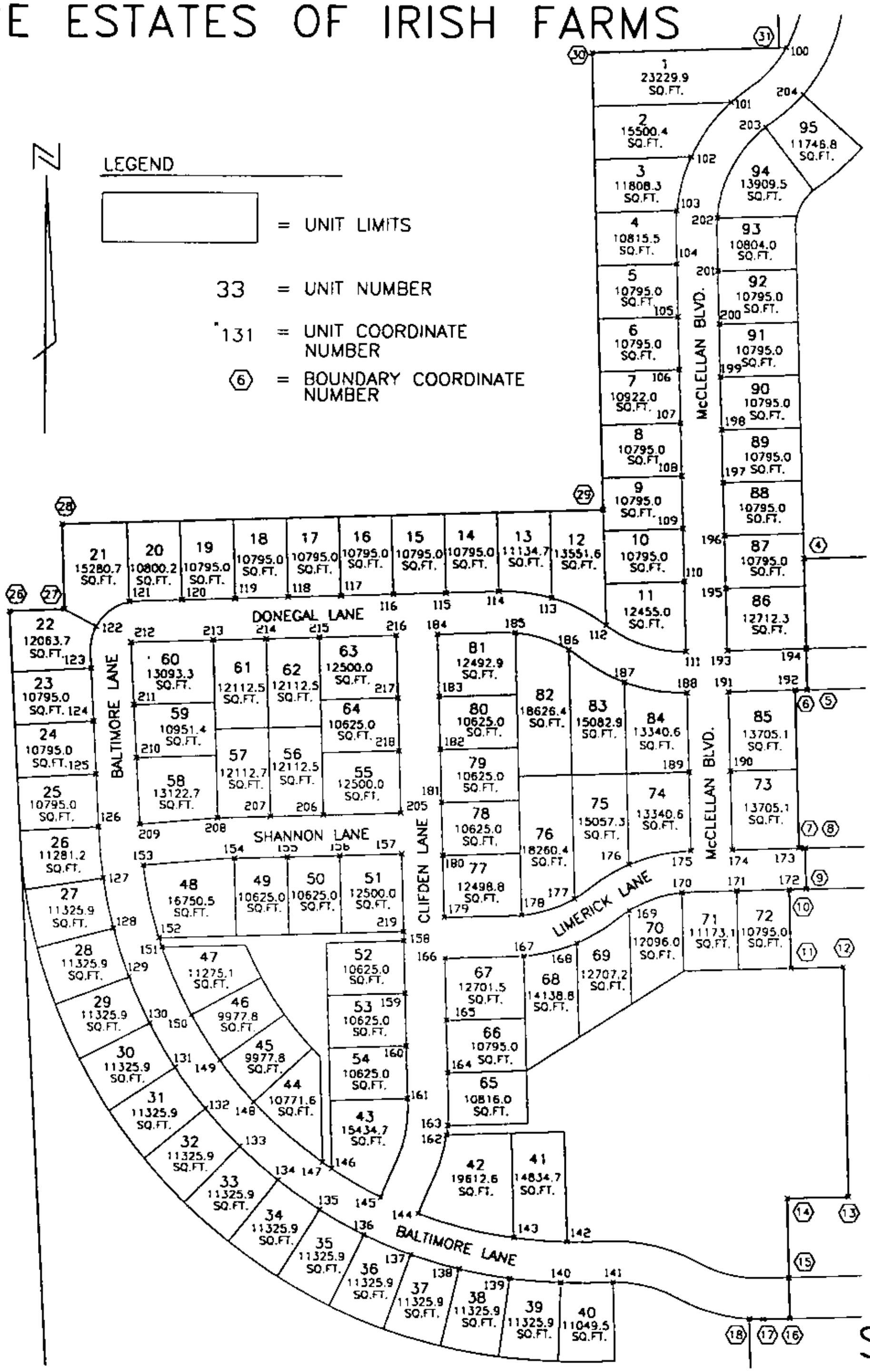
LEGEND

= UNIT LIMITS

33 = UNIT NUMBER

131 = UNIT COORDINATE NUMBER

(6) = BOUNDARY COORDINATE NUMBER




| BOUNDARY COORDINATES | | |
|---|---|---|
| Point Number | North | East |
| 1 | 5265.41 | 7058.29 |
| 2 | 5268.91 | 7180.24 |
| 3 | 4000.48 | 7218.56 |
| 4 | 3996.56 | 7088.62 |
| 5 | 3785.85 | 7094.98 |
| 6 | 3785.30 | 7075.85 |
| 7 | 3531.41 | 7083.13 |
| 8 | 3531.70 | 7093.13 |
| 9 | 3465.72 | 7095.02 |
| 10 | 3464.95 | 7068.03 |
| 11 | 3338.00 | 7071.67 |
| 12 | 3340.44 | 7156.64 |
| 13 | 2968.86 | 7167.30 |
| 14 | 2965.99 | 7067.34 |
| 15 | 2838.75 | 7070.99 |
| 16 | 2772.78 | 7073.07 |
| 17 | 2771.41 | 7029.42 |
| 18 | 2771.64 | 7007.11 |
| 19 | 2604.37 | 7012.39 |
| 20 | 2609.29 | 7186.62 |
| 21 | 2545.22 | 7198.00 |
| 22 | 2532.47 | 6974.46 |
| 23 | 2603.19 | 6970.61 |
| 24 | 2579.86 | 6143.49 |
| 25 | 2571.66 | 5881.12 |
| 26 | 3908.36 | 5812.40 |
| 27 | 3911.58 | 5900.98 |
| 28 | 4048.62 | 5896.84 |
| 29 | 4073.62 | 6766.14 |
| 30 | 4806.19 | 6744.02 |
| 31 | 4814.81 | 7043.89 |
| 32 | 5264.60 | 7030.31 |
| 33 | 5340.70 | 9683.71 |
| 34 | 2693.06 | 9839.67 |
| 35 | 2539.59 | 4853.93 |
| 36 | 2532.47 | 4604.03 |
| 37 | 5193.04 | 4541.53 |
| 38 | −11.16 | 7328.02 |

| UNIT COORDINATES | | |
|---|---|---|
| Point Number | North | East |
| 100 | 4815.15 | 7055.77 |
| 101 | 4727.29 | 6966.39 |
| 102 | 4640.35 | 6903.19 |
| 103 | 4554.62 | 6880.60 |
| 104 | 4469.60 | 6881.24 |
| 105 | 4384.64 | 6883.81 |
| 106 | 4299.68 | 6886.37 |
| 107 | 4213.72 | 6888.97 |
| 108 | 4128.76 | 6891.53 |
| 109 | 4043.80 | 6894.10 |
| 110 | 3958.84 | 6896.67 |
| 111 | 3846.29 | 6900.07 |
| 112 | 3888.21 | 6771.74 |
| 113 | 3931.55 | 6685.19 |
| 114 | 3941.79 | 6599.86 |
| 115 | 3939.34 | 6514.90 |
| 116 | 3936.90 | 6429.93 |
| 117 | 3934.46 | 6344.97 |
| 118 | 3932.01 | 6260.00 |
| 119 | 3929.57 | 6175.04 |
| 120 | 3927.13 | 6090.07 |
| 121 | 3923.51 | 6005.14 |
| 122 | 3884.06 | 5952.13 |
| 123 | 3817.11 | 5944.25 |
| 124 | 3732.22 | 5948.62 |
| 125 | 3647.33 | 5952.98 |
| 126 | 3562.44 | 5957.35 |
| 127 | 3480.29 | 5965.28 |
| 128 | 3399.67 | 5981.92 |
| 129 | 3321.31 | 6007.12 |
| 130 | 3246.10 | 6040.57 |
| 131 | 3174.92 | 6081.91 |
| 132 | 3108.58 | 6130.64 |
| 133 | 3047.85 | 6186.21 |
| 134 | 2993.44 | 6247.97 |
| 135 | 2945.97 | 6315.22 |
| 136 | 2905.99 | 6387.17 |
| 137 | 2873.97 | 6463.00 |
| 138 | 2850.26 | 6541.82 |
| 139 | 2835.15 | 6622.74 |
| 140 | 2828.80 | 6704.81 |
| 141 | 2830.15 | 6788.51 |
| 142 | 2894.65 | 6714.27 |
| 143 | 2900.89 | 6629.05 |
| 144 | 2945.00 | 6474.58 |
| 145 | 2966.33 | 6414.04 |
| 146 | 3011.94 | 6334.74 |
| 147 | 3022.43 | 6319.43 |
| 148 | 3119.79 | 6208.36 |
| 149 | 3186.73 | 6153.81 |
| 150 | 3259.87 | 6107.92 |
| 151 | 3369.03 | 6060.04 |
| 152 | 3383.90 | 6055.17 |
| 153 | 3501.10 | 6028.98 |
| 154 | 3512.40 | 6175.29 |
| 155 | 3514.85 | 6260.25 |
| 156 | 3517.29 | 6345.22 |
| 157 | 3520.16 | 6445.18 |
| 158 | 3380.22 | 6449.20 |
| 159 | 3295.26 | 6451.65 |

| UNIT COORDINATES | | |
|---|---|---|
| Point Number | North | East |
| 160 | 3210.29 | 6454.09 |
| 161 | 3125.33 | 6456.53 |
| 162 | 3067.13 | 6521.00 |
| 163 | 3082.19 | 6521.84 |
| 164 | 3167.21 | 6521.36 |
| 165 | 3252.17 | 6518.91 |
| 166 | 3352.13 | 6516.04 |
| 167 | 3356.12 | 6642.98 |
| 168 | 3377.09 | 6727.41 |
| 169 | 3430.13 | 6810.92 |
| 170 | 3459.34 | 6895.11 |
| 171 | 3462.51 | 6983.07 |
| 172 | 3464.95 | 7068.03 |
| 173 | 3531.41 | 7083.13 |
| 174 | 3528.31 | 6975.26 |
| 175 | 3526.42 | 6909.29 |
| 176 | 3504.05 | 6809.89 |
| 177 | 3448.90 | 6723.34 |
| 178 | 3422.02 | 6639.08 |
| 179 | 3418.10 | 6514.14 |
| 180 | 3518.06 | 6511.27 |
| 181 | 3603.03 | 6508.82 |
| 182 | 3687.99 | 6506.38 |
| 183 | 3772.96 | 6503.94 |
| 184 | 3872.92 | 6501.06 |
| 185 | 3875.47 | 6626.04 |
| 186 | 3848.93 | 6711.84 |
| 187 | 3796.96 | 6801.49 |
| 188 | 3780.32 | 6902.01 |
| 189 | 3653.37 | 6905.65 |
| 190 | 3655.26 | 6971.62 |
| 191 | 3782.21 | 6967.98 |
| 192 | 3785.30 | 7075.85 |
| 193 | 3848.18 | 6966.04 |
| 194 | 3851.82 | 7092.99 |
| 195 | 3948.14 | 6963.02 |
| 196 | 4033.10 | 6960.45 |
| 197 | 4118.06 | 6957.89 |
| 198 | 4203.02 | 6955.32 |
| 199 | 4287.98 | 6952.76 |
| 200 | 4372.94 | 6950.19 |
| 201 | 4457.90 | 6947.62 |
| 202 | 4542.89 | 6945.89 |
| 203 | 4688.12 | 7022.21 |
| 204 | 4740.49 | 7083.08 |
| 205 | 3586.14 | 6443.28 |
| 206 | 3582.54 | 6318.33 |
| 207 | 3580.10 | 6233.37 |
| 208 | 3577.58 | 6148.41 |
| 209 | 3566.85 | 6023.21 |
| 210 | 3673.94 | 6017.70 |
| 211 | 3758.85 | 6013.34 |
| 212 | 3858.74 | 6008.20 |
| 213 | 3862.54 | 6140.21 |
| 214 | 3864.98 | 6225.18 |
| 215 | 3867.43 | 6310.14 |
| 216 | 3871.02 | 6435.09 |
| 217 | 3771.06 | 6437.96 |
| 218 | 3686.10 | 6440.41 |
| 219 | 3395.22 | 6448.77 |

STATE OF MICHIGAN
ROBERT E. HORNYAK
PROFESSIONAL SURVEYOR
No. 44286
LICENSED PROFESSIONAL SURVEYOR

Robert E. Hornyak

PROPOSED DEC. 19, 2006
MUST BE BUILT

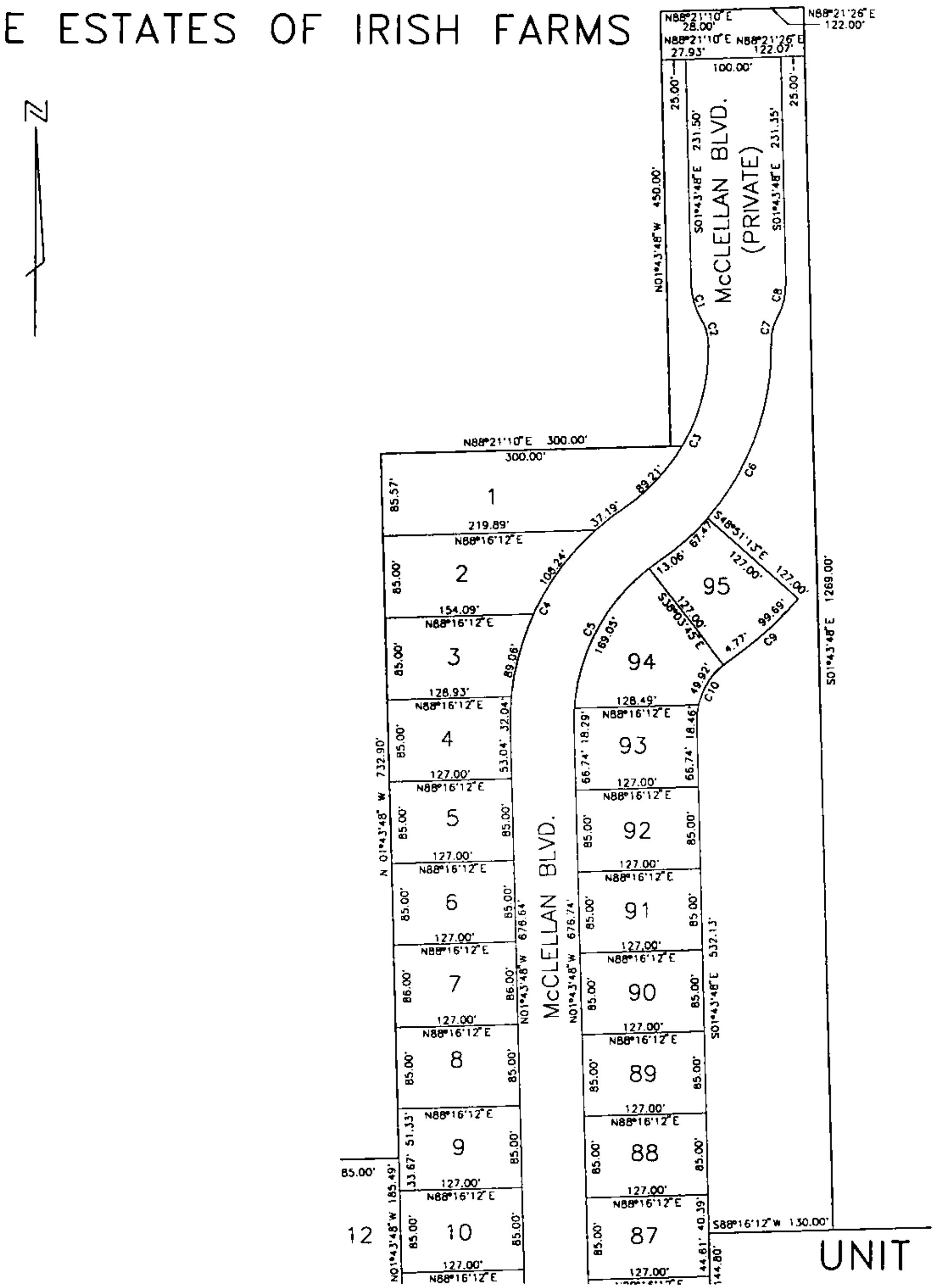
0 100 200 400
SCALE: 1" = 100'

## SITE PLAN–DETAIL

FENN & ASSOCIATES, SURVEYING, INC.
LAND SURVEYORS AND CIVIL ENGINEERS
13399 WEST STAR DRIVE
SHELBY TOWNSHIP, MICHIGAN 48315
PHONE: 586.254.9577
WWW.FENNSURVEYING.COM

Instr:200612200108197 12/20/2006
P:7 of 9 F:$38.00 10:40AM
Melvin Phillip McCree T20060030564
Genesee County Register MLDUNCAN 0

# THE ESTATES OF IRISH FARMS




LEGEND
o CONCRETE MONUMENT SET
• FOUND CONCRETE MONUMENT

(R.) = RADIAL
(N.R.) = NON-RADIAL

☐ = UNIT LIMITS

| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|---|---|---|---|---|---|
| C1 | 75.00' | 39.57' | 39.12' | N16°50'45"W | 30°13'53" |
| C2 | 50.00' | 26.38' | 26.08' | S16°50'45"E | 30°13'53" |
| C3 | 200.00' | 200.40' | 192.12' | S26°58'29"W | 57°24'35" |
| C4 | 266.00' | 266.53' | 255.52' | N26°58'29"E | 57°24'35" |
| C5 | 200.00' | 200.40' | 192.12' | N26°58'29"E | 57°24'35" |
| C6 | 266.00' | 266.53' | 255.52' | S26°58'29"W | 57°24'35" |
| C7 | 50.00' | 26.38' | 26.08' | N13°23'08"E | 30°13'53" |
| C8 | 75.00' | 39.57' | 39.12' | S13°23'08"W | 30°13'53" |
| C9 | 393.00' | 99.69' | 99.42' | S48°24'47"W | 14°32'00" |
| C10 | 73.00' | 73.15' | 70.12' | N26°58'29"E | 57°24'35" |

STATE OF MICHIGAN
ROBERT E. HORNYAK
PROFESSIONAL SURVEYOR
No. 44286
LICENSED PROFESSIONAL SURVEYOR

PROPOSED DEC. 19, 2006
MUST BE BUILT

0 60 120 240
SCALE: 1" = 60'

## UNIT DIMENSIONS

FENN & ASSOCIATES, SURVEYING, INC.
LAND SURVEYORS AND CIVIL ENGINEERS
13399 WEST STAR DRIVE
SHELBY TOWNSHIP, MICHIGAN 48315
PHONE: 586.254.9577
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Instr:200612200108197 12/20/2006
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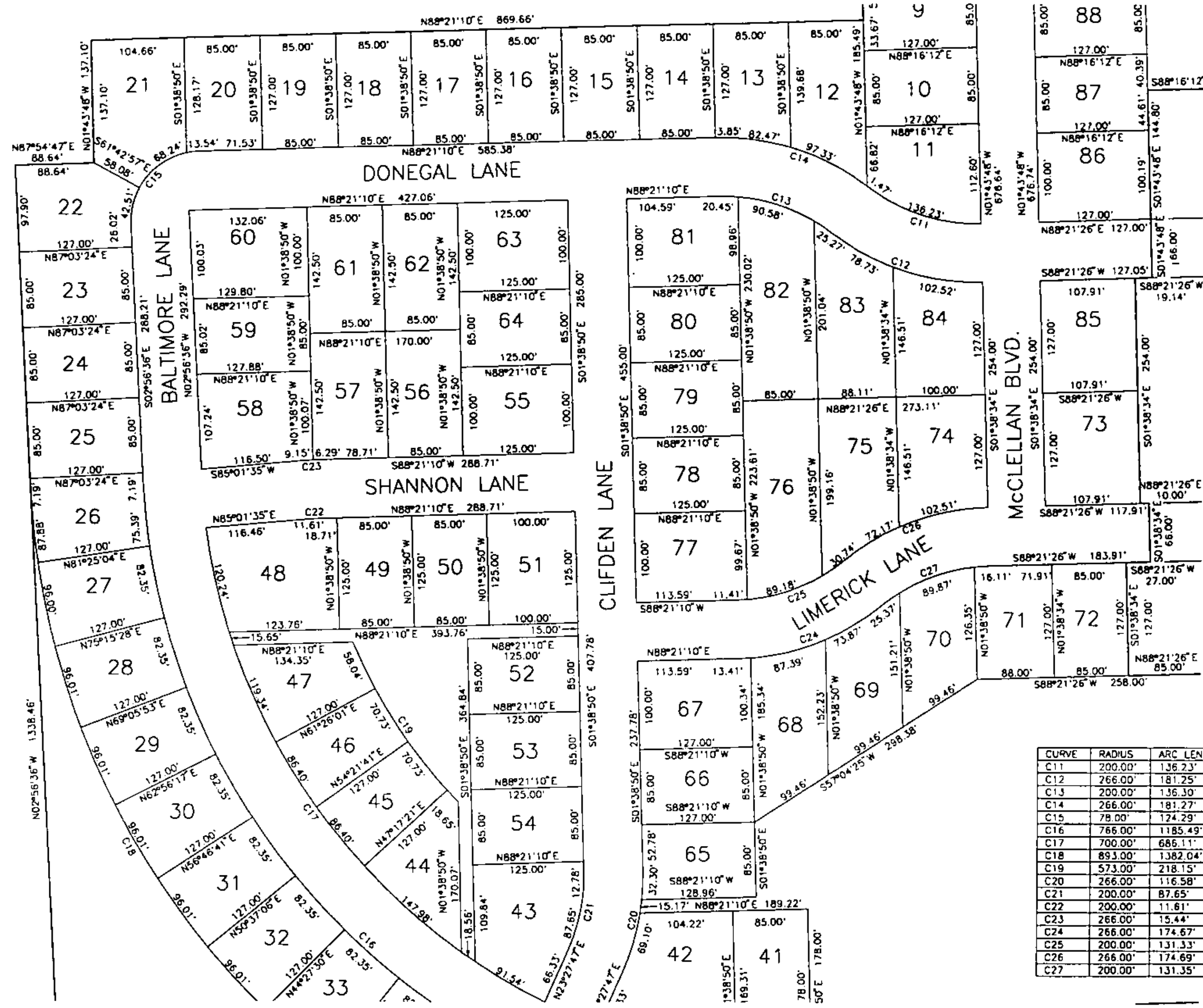
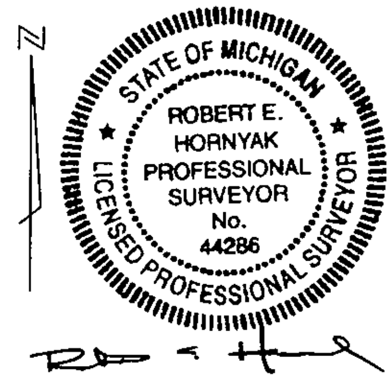
Melvin Phillip McCree T20060030564
Genesee County Register MLDUNCAN 0

# THE ESTATES OF IRISH FARMS




LEGEND
o CONCRETE MONUMENT SET
• FOUND CONCRETE MONUMENT
(R.) = RADIAL
(N.R.) = NON-RADIAL

= UNIT LIMITS




| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|---|---|---|---|---|---|
| C11 | 200.00' | 136.23' | 133.61' | N 72°06'53" W | 39°01'38" |
| C12 | 266.00' | 181.25' | 177.77' | N 72°07'19" W | 39°02'30" |
| C13 | 200.00' | 136.30' | 133.67' | S 72°07'27" E | 39°02'46" |
| C14 | 266.00' | 181.27' | 177.79' | S 72°07'27" E | 39°02'46" |
| C15 | 78.00' | 124.29' | 111.55' | N 47°42'17" E | 91°17'46" |
| C16 | 766.00' | 1185.49' | 1070.67' | N47°16'47" W | 88°40'22" |
| C17 | 700.00' | 686.11' | 658.98' | N35°45'19" W | 56°09'33" |
| C18 | 893.00' | 1382.04' | 1248.18' | N47°16'47" W | 88°40'22" |
| C19 | 573.00' | 218.15' | 216.83' | N33°40'09" W | 21°48'47" |
| C20 | 266.00' | 116.58' | 115.65' | S10°54'29" W | 25°06'37" |
| C21 | 200.00' | 87.65' | 86.95' | S10°54'29" W | 25°06'37" |
| C22 | 200.00' | 11.61' | 11.61' | N86°41'23" E | 03°19'35" |
| C23 | 266.00' | 15.44' | 15.44' | N86°41'23" E | 03°19'35" |
| C24 | 266.00' | 174.67' | 171.55' | S69°32'26" W | 37°37'28" |
| C25 | 200.00' | 131.33' | 128.99' | S69°32'26" W | 37°37'28" |
| C26 | 266.00' | 174.69' | 171.57' | N69°32'34" E | 37°37'44" |
| C27 | 200.00' | 131.35' | 129.00' | N69°32'34" E | 37°37'44" |

PROPOSED DEC. 19, 2006
MUST BE BUILT

0 60 120 240
SCALE: 1" = 60'

# UNIT DIMENSIONS

FENN & ASSOCIATES, SURVEYING, INC.
LAND SURVEYORS AND CIVIL ENGINEERS
13399 WEST STAR DRIVE
SHELBY TOWNSHIP, MICHIGAN 48315
PHONE: 586.254.9577
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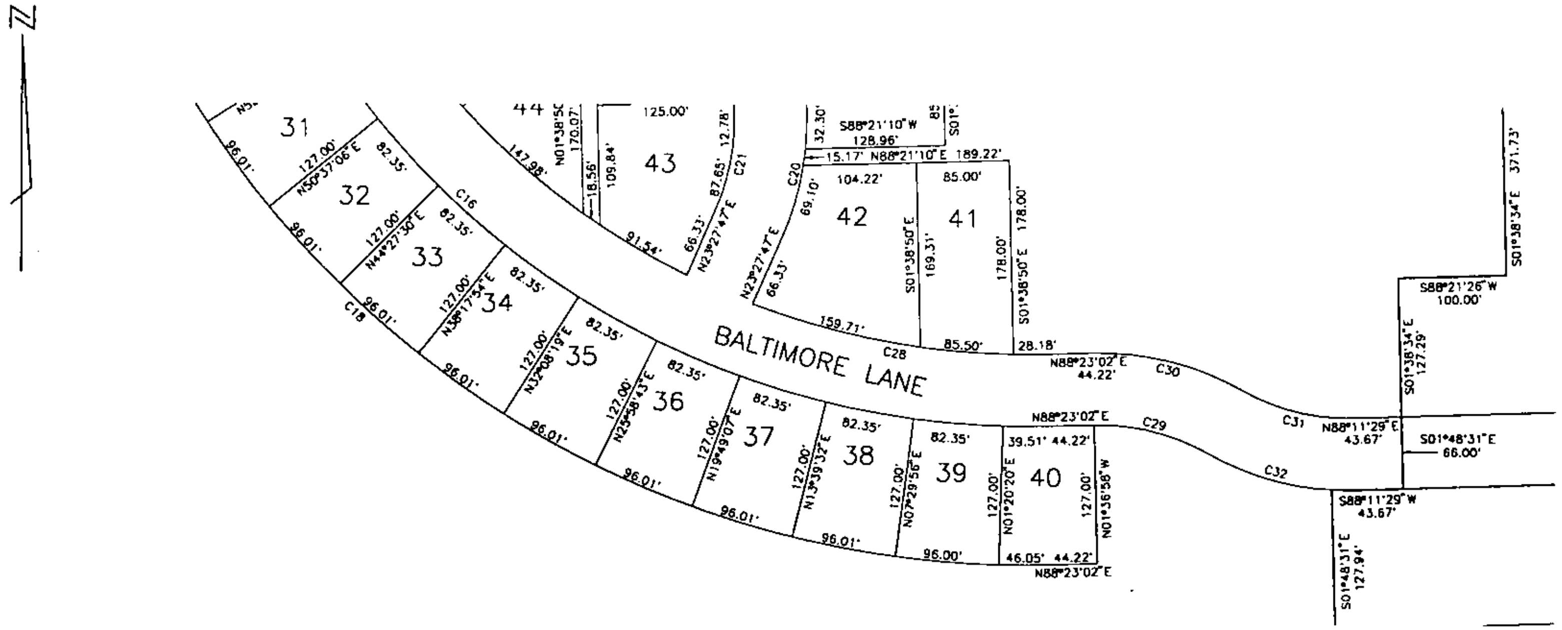
Instr:200612200108197 12/20/2006
P:9 of 9 F:$38.00 10:40AM
Melvin Phillip McCree T20060030564
Genesee County Register MLDUNCAN 0

# THE ESTATES OF IRISH FARMS




LEGEND
o CONCRETE MONUMENT SET
• FOUND CONCRETE MONUMENT

(R.) = RADIAL
(N.R.) = NON-RADIAL

= UNIT LIMITS

| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|---|---|---|---|---|---|
| C16 | 766.00' | 1185.49' | 1070.67' | N47°16'47"W | 88°40'22" |
| C18 | 893.00' | 1382.04' | 1248.18' | N47°16'47"W | 88°40'22" |
| C20 | 266.00' | 116.58' | 115.65' | S10°54'29"W | 25°06'37" |
| C21 | 200.00' | 87.65' | 86.95' | S10°54'29"W | 25°06'37" |
| C28 | 700.00' | 273.39' | 271.65' | N80°25'39"W | 22°22'38" |
| C29 | 200.00' | 107.33' | 106.05' | S76°14'30"E | 30°44'57" |
| C30 | 266.00' | 142.75' | 141.05' | S76°14'30"E | 30°44'57" |
| C31 | 200.00' | 108.01' | 106.70' | N76°20'16"W | 30°56'29" |
| C32 | 266.00' | 143.65' | 141.91' | N76°20'16"W | 30°56'29" |


PROPOSED DEC. 19, 2006
MUST BE BUILT

0 60 120 240
SCALE: 1" = 60'

THE ESTATES OF IRISH FARMS

FENN & ASSOCIATES, SURVEYING, INC.
LAND SURVEYORS AND CIVIL ENGINEERS
13399 WEST STAR DRIVE
SHELBY TOWNSHIP,
MICHIGAN 48315
PHONE: 586.254.9577
WWW.FENNSURVEYING.COM

SHEET 8 OF 8

GENESEE COUNTY REGISTER OF DEEDS
RECEIVED: 5-22-18
REJECTED: 6-7-18
RETURNED:

201806190072332 P:11 F:$30.00
Received: 6/19/2018 10:56 AM
Recorded: 6/19/2018 10:58 AM
John J. Gleason T20180033296
Genesee County Register MAIL

## SECOND AMENDMENT TO MASTER DEED
## THE ESTATES OF IRISH FARMS

THIS SECOND AMENDMENT TO MASTER DEED (this "Second Amendment") is made and executed on this 20th day of February, 2018, by MFG Properties, LLC, a Michigan limited liability company being the successor developer ("Developer") whose address is 150 W. Broad Street, Chesaning, MI 48616, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended).

**RECITALS:**

A. The Master Deed, recorded with the Genesee County Register of Deeds, was assigned Instrument No. 200612130106232 (the "Master Deed"), pursuant to which The Estates of Irish Farms, Genesee County Condominium Subdivision Plan No. 401 was established as a condominium project. The land which is subject to the Master Deed is described on the attached Exhibit A. Capitalized terms used in this First Amendment and not otherwise defined herein shall have the meaning ascribed to such terms in the Master Deed. The First Amendment to Master Deed of The Estates of Irish Farms was recorded with the Genesee County Register of Deeds as Instrument No. 200612200108197.

B. Pursuant to the authority reserved to Developer under Article XI, Section 11.2 of the Master Deed and under Section 90(1) of the Act, Developer desires to amend the Master Deed to modify numbering of the Units on the Condominium Subdivision Plan, Exhibit B hereto.

NOW, THEREFORE, Developer, by recording this Second Amendment, hereby amends the Master Deed as follows:

**ARTICLE I**
**CONDOMINIUM SUBDIVISION PLAN**

Sheets 1, 2, 3, 4, 5, 6, 7 and 8, of Genesee County Subdivision Plan 401 attached hereto shall, upon the 'recording of this ~~First~~ Second Amendment with the Genesee County Register of Deeds, replace and supersede Sheets 1, 2, 3, 4, 5, 6, 7 and 8, of Genesee County Subdivision Plan 401

**ARTICLE II**
**RATIFICATION**

Except as provided in this Second Amendment, the Master Deed, including the Condominium Bylaws attached thereto as Exhibit A and the Condominium Subdivision Plan attached thereto as Exhibit B, shall continue in full force and is hereby ratified and confirmed. In the event that there is any conflict

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between the provisions of this Second Amendment and the provisions of the Master Deed, and the Exhibits thereto, the provisions of this Second Amendment shall control.

**DEVELOPER:**

MFG Properties, LLC
A Michigan limited liability company

By: ______________________
David Gad, Its Managing Member

STATE OF NEW YORK )
)ss
COUNTY OF NEW YORK )

The foregoing instrument was acknowledged before me this 20th day of Febnury, 2018, by David Gad a managing member of the Developer MFG Properties, L.L.C., a limited liability company, on behalf of the Company.

01TA6365308
Jacqueline Stacey Tal
Kings County, NY
ex. 10/02/2021

______________________, Notary Public
State of New York, County of
Acting in County
My Commission Expires:

**Prepared by and when recorded return to:**
William C. Shedd, Esq.
Shedd-Frasier PLC
G-5121 Flushing Road
Flushing, MI 48433
Telephone: (810) 732-8500

30

F:\WShedd\M\MFG Properties\Docs\2nd Amendment to Master Deed of the Estates of Irish Farms.docx

EXHIBIT A

LEGAL DESCRIPTION

LAND SUBJECT TO THE MASTER DEED

Land situated in the Township of Davison, County of Genesee, State of Michigan, is described as follows:

Part of the Northeast Quarter, the Northwest Quarter and the Southwest Quarter of Section 6, Town 7 North, Range 8 East, Davison Township, Genesee County, Michigan, described as: Beginning at the North Quarter corner of said Section 6; thence N.88°21'26"E. 122.00 feet along the North line of said Section 6 and the centerline of Potter Road (66.00 feet wide);thence S.01°43'48"E. 1269.00 feet; thence S.88°16'12"W. 130.00 feet; thence S.01°43'48"E. 210.80 feet; thence S.88°21'26"W. 19.14 feet; thence S.01°38'34"E. 254.00 feet; thence N.88°21'26"E. 10.00 feet; thence S.01°38'34"E. 66.00 feet; thence S.88°21'26"W. 27.00 feet; thence S.01°38'34"E. 127.00 feet; thence N.88°21'26"E. 85.00 feet; thence S.01°38'34"E. 371.73 feet; thence S.88°21'26"W. 100.00 feet; thence S.01°38'34"E. 127.29 feet; thence S.01°48'31"E. 66.00 feet; thence S.88°11'29"W. 43.67 feet; thence 22.31 feet along the arc of a 266.00 foot radius tangent curve to the right having a central angle of 04°48'23" and a chord bearing N.89°24'19"W. 22.31 feet; thence S.01°48'31"E. 167.35 feet to the East and West Quarter line of said Section 6; thence N.88°23'02"E. 174.30 feet along the East and West Quarter line of said Section 6 to the Center Post of said Section 6; thence S.03°05'19"E. 64.16 feet along the North and South Quarter line of said Section 6; thence S.86°36'54"W. 216.00 feet along the Northerly line of "Townline East Estates No. 5", as recorded in Liber 51 of Plats, Pages 27-28, Genesee County Records, to the Easterly line of "Townline East Estates No. 5"; thence N.03°06'51"W. 70.83 feet along the Easterly line of "Townline East Estates No. 5" to the East and West Quarter line of said Section 6; thence along the East and West Quarter line of said Section 6 the following two courses: S.88°23'02"W. 827.45 feet along the Northerly line of "Townline East Estates No. 5" and S.88°12'41"W. 262.50 feet along the Northerly line of "Townline East Estates No. 4", as recorded in Liber 49 of plats, Pages 29-30, Genesee County Records; thence N.02°56'36"W. 1338.46 feet; thence N.87°54'47"E. 88.64 feet; thence N.01°43'48"W. 137.10 feet; thence N.88°21'10"E. 869.66 feet; thence N.01°43'48"W. 732.90 feet; thence N.88°21'10"E. 300.00 feet; thence N.01°43'48"W. 450.00 feet to the North line of said Section 6 and the centerline of Potter Road; thence N.88°21'10"E. 28.00 feet along the North line of said Section 6 and the centerline of Potter Road to the Point of Beginning, containing 51.79 acres of land, more or less.

# REPLAT NO. 1 OF GENESEE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 401

## ATTENTION COUNTY REGISTER OF DEEDS

THE CONDOMINIUM 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 SURVEYORS CERTIFICATE ON SHEET NUMBER TWO.

## NOTICE

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

# EXHIBIT "B" TO THE MASTER DEED

# THE ESTATES OF IRISH FARMS

## DAVISON TOWNSHIP, GENESEE COUNTY, MICHIGAN

**SUCCESSOR DEVELOPER:**
MFG PROPERTIES, LLC
150 WEST BROAD ST.
CHESANING, MI 48616

**SURVEYOR:**
DAVISON LAND SURVEYING, INC.
1063 SOUTH STATE ROAD, SUITE 9
DAVISON, MICHIGAN 48423

**SHEET INDEX:**



## LEGAL DESCRIPTION (ORIGINAL AS PROVIDED BY FENN)

Part of the Northeast Quarter, the Northwest Quarter and the Southwest Quarter of Section 6, Town 7 North, Range 8 East, Davison Township, Genesee County, Michigan, described as: Beginning at the North Quarter corner of said Section 6; thence N.88°21'26"E. 122.00 feet along the North line of said Section 6 and the centerline of Potter Road (66.00 feet wide); thence S.01°43'48"E. 1269.00 feet; thence S.88°16'12"W. 130.00 feet; thence S.01°43'48"E. 210.80 feet; thence S.88°21'26"W. 19.14 feet; thence S.01°38'34"E. 254.00 feet; thence N.88°21'26"E. 10.00 feet; thence S.01°38'34"E. 66.00 feet; thence S.88°21'26"W. 27.00 feet; thence S.01°38'34"E. 127.00 feet; thence N.88°21'26"E. 85.00 feet; thence S.01°38'34"E. 371.73 feet; thence S.88°21'26"W. 100.00 feet; thence S.01°38'34"E. 127.29 feet; thence S.01°48'31"E. 66.00 feet; thence S.88°11'29"W. 43.67 feet; thence 22.31 feet along the arc of a 266.00 foot radius tangent curve to the right having a central angle of 04°48'23" and a chord bearing N.89°24'19"W. 22.31 feet; thence S.01°48'31"E. 167.35 feet to the East and West Quarter line of said Section 6; thence N.88°23'02"E. 174.30 feet along the East and West Quarter line of said Section 6 to the Center Post of said Section 6; thence S.03°05'19"E. 64.16 feet along the North and South Quarter line of said Section 6; thence S.86°36'54"W. 216.00 feet along the Northerly line of "Townline East Estates No. 5", as recorded in Liber 51 of Plats, Pages 27-28, Genesee County Records, to the Easterly line of "Townline East Estates No. 5"; thence N.03°06'51"W. 70.83 feet along the Easterly line of "Townline East Estates No. 5" to the East and West Quarter line of said Section 6; thence along the East and West Quarter line of said Section 6 the following two courses: S.88°23'02"W. 827.45 feet along the Northerly line of "Townline East Estates No. 5" and S.88°12'41"W. 262.50 feet along the Northerly line of "Townline East Estates No. 4", as recorded in Liber 49 of plats, Pages 29-30, Genesee County Records; thence N.02°56'36"W. 1338.46 feet; thence N.87°54'47"E. 88.64 feet; thence N.01°43'48"W. 137.10 feet; thence N.88°21'10"E. 869.66 feet; thence N.01°43'48"W. 732.90 feet; thence N.88°21'10"E. 300.00 feet; thence N.01°43'48"W. 450.00 feet to the North line of said Section 6 and the centerline of Potter Road; thence N.88°21'10"E. 28.00 feet along the North line of said Section 6 and the centerline of Potter Road to the Point of Beginning, containing 51.79 acres of land, more or less.

* INDICATES SHEETS WHICH WERE AMENDED BY REPLAT NO. 1 DATED 01/16/18. THIS SUBMISSION AND ATTACHMENTS REPLACE THOSE PREVIOUSLY RECORDED TO CORRECT UNIT NUMBERING THAT WAS RECORDED IN ERROR BY THE PRIOR DEVELOPER. THE ORIGINAL SHEETS BY FENN & ASSOCIATES THAT WERE INTENDED TO BE RECORDED FOLLOW THIS UPDATED COVER SHEET.

** NOTE, DLS HAS ONLY PROVIDED AN UPDATED COVER SHEET TO CORRECT THIS REPLAT.

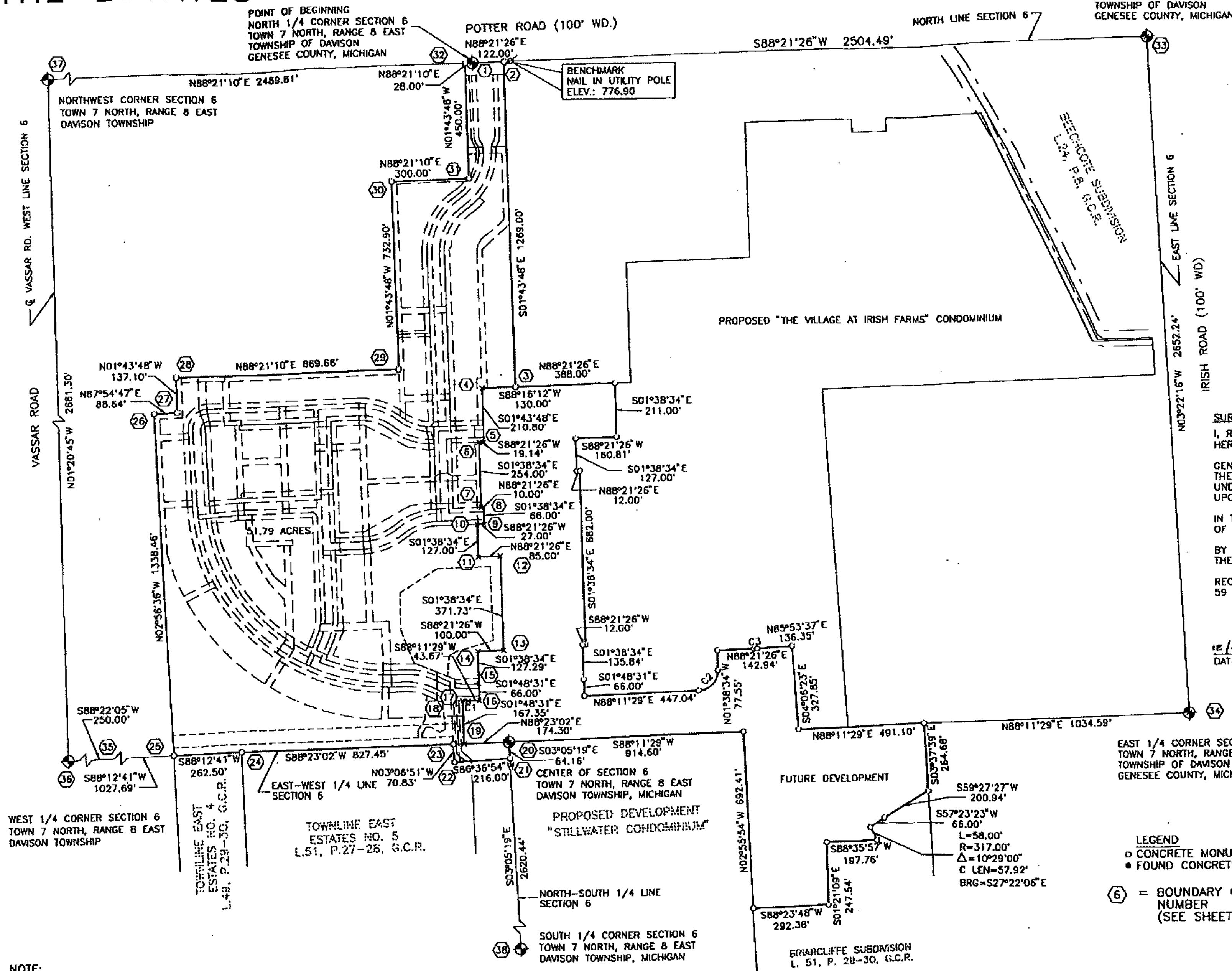
STATE OF MICHIGAN
CHARLES T. LILLIEBERG
LAND SURVEYOR
40162
LICENSED LAND SURVEYOR
DATE 4-16-18

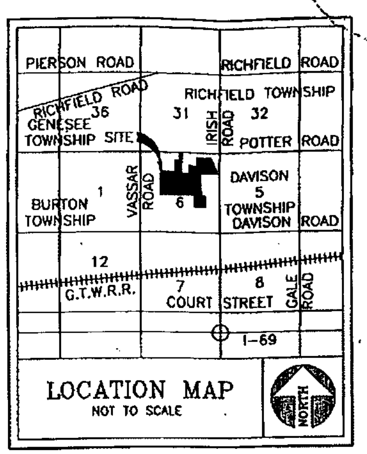
CHARLES T. LILLIEBERG
LICENSED SURVEYOR NO. 40162
STATE OF MICHIGAN

PROPOSED DATED 12-19-2006
REPLAT NO. 1 DATED 01-16-18
JOB# 16-065

SHEET 1 OF 8

# THE ESTATES OF IRISH FARMS




SURVEYOR'S CERTIFICATE

I, ROBERT E. HORNYAK, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE CONDOMINIUM PLAN KNOWN AS THE ESTATES AT IRISH FARMS GENESEE COUNTY CONDOMINIUM SUBDIVISION PLAN No. , AS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS 1978, AS AMENDED.

THAT THE BEARINGS AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

12/07/06
DATE

ROBERT E. HORNYAK
NO. 44286
FENN & ASSOCIATES, INC.
13399 WEST STAR DRIVE
SHELBY TOWNSHIP, MICHIGAN 48315

STATE OF MICHIGAN ROBERT E. HORNYAK PROFESSIONAL SURVEYOR No. 44286 LICENSED PROFESSIONAL SURVEYOR

LEGEND
- o CONCRETE MONUMENT SET
- • FOUND CONCRETE MONUMENT
- (6) = BOUNDARY COORDINATE NUMBER (SEE SHEET 4 FOR COORDINATES)

NOTE:
- THIS PROPERTY DOES NOT LIE IN A FLOOD HAZARD AREA AS DETERMINED BY NATIONAL FLOOD INSURANCE PROGRAM 260664 0005 JUNE 15, 1979
- BEARINGS AS SHOWN WERE DETERMINED FROM MICHIGAN STATE PLANE COORDINATE SYSTEM

| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|---|---|---|---|---|---|
| C1 | 266.00' | 22.31' | 22.31' | N 89°24'19" W | 04°48'23" |
| C2 | 78.00' | 122.30' | 110.15' | S 43°16'28" W | 89°50'03" |
| C3 | 266.00' | 11.44' | 11.44' | S 87°07'31" W | 02°27'49" |

0 200 400 800
SCALE: 1" = 200'

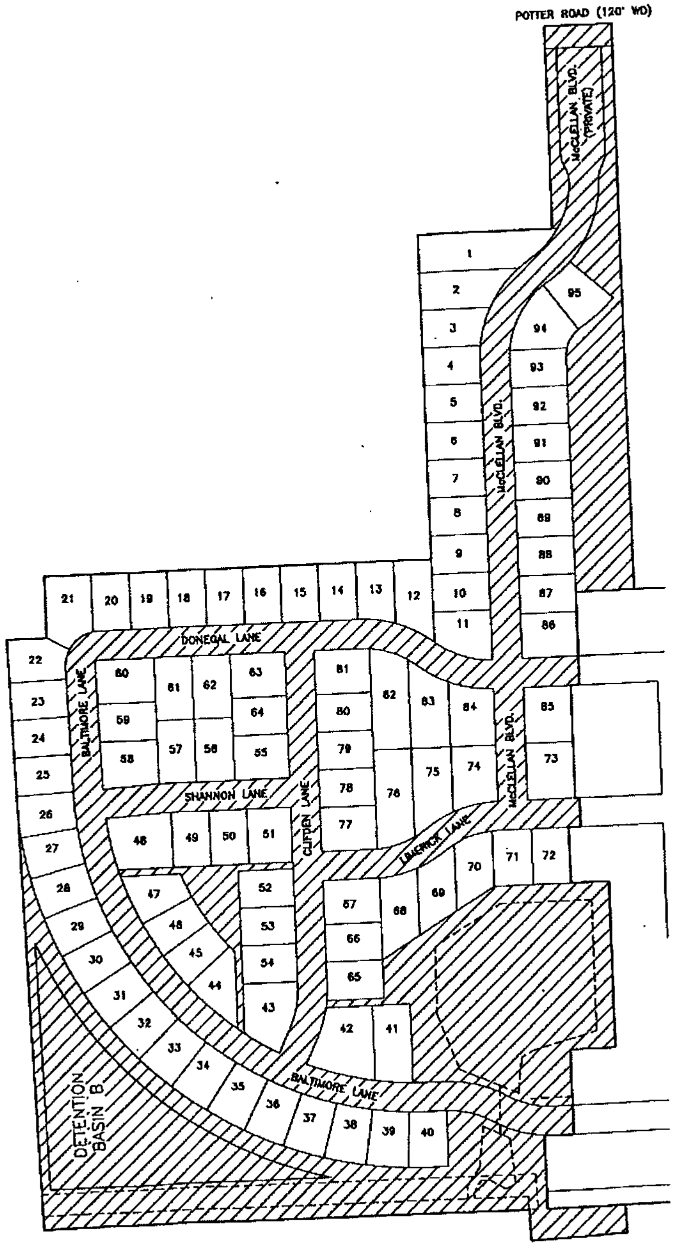
SURVEY PLAN

FENN & ASSOCIATES, SURVEYING, INC.
LAND SURVEYORS AND CIVIL ENGINEERS

13399 WEST STAR DRIVE
SHELBY TOWNSHIP,
MICHIGAN 48315
PHONE: 586.254.9577
WWW.FENNSURVEYING.COM

SHEET 2 OF 8

# THE ESTATES OF IRISH FARMS




LEGEND

= GENERAL COMMON ELEMENT

= UNIT LIMITS

33 = UNIT NUMBER

SEE SHEET 4 FOR UNIT AREAS AND COORDINATES.

NOTE: ALL ROADS ARE PRIVATE

PROPOSED DEC. 19, 2006
MUST BE BUILT

0 150 300 600

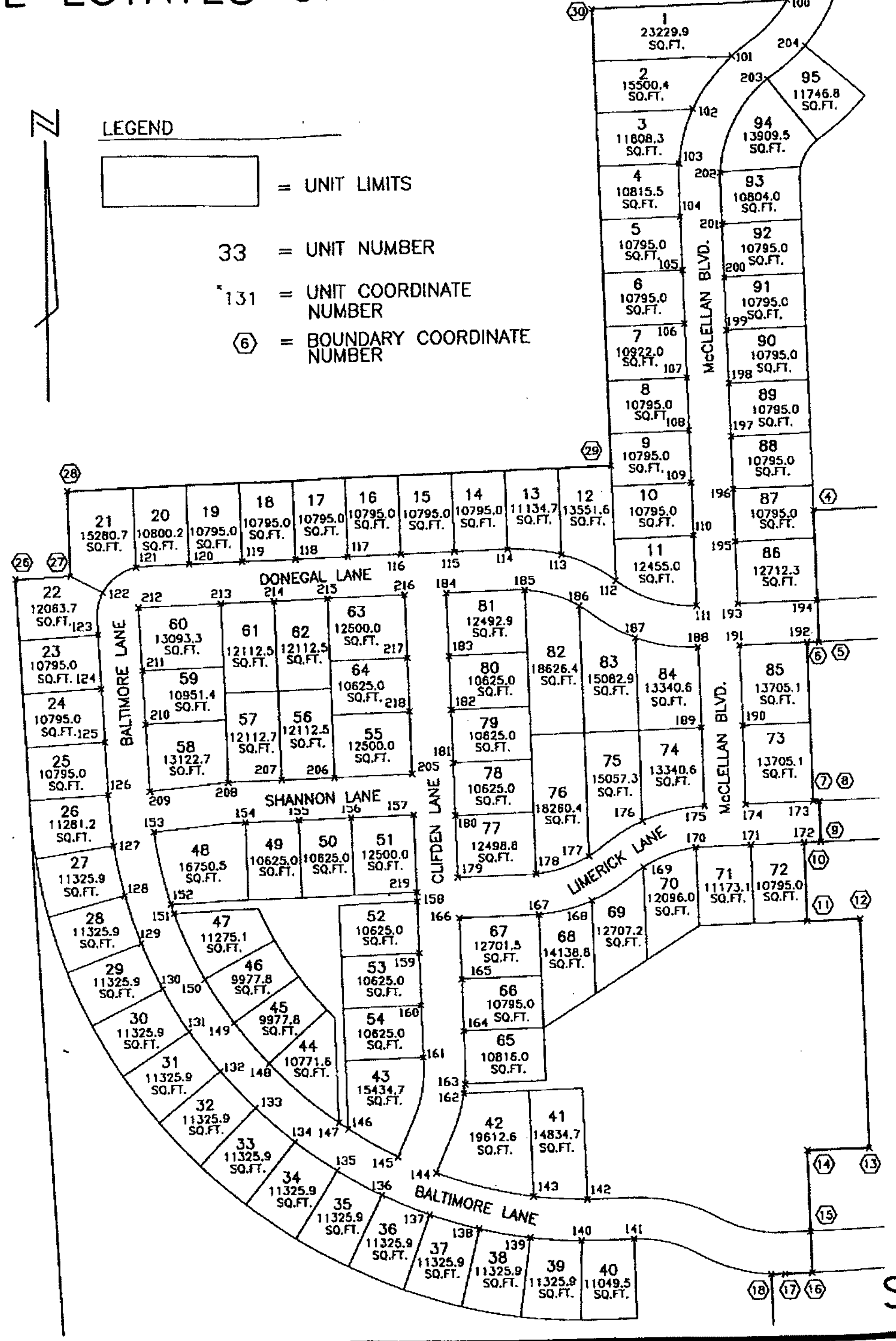
SCALE: 1" = 150'

## SITE PLAN

FENN & ASSOCIATES, SURVEYING, INC.
LAND SURVEYORS AND CIVIL ENGINEERS
13399 WEST STAR DRIVE
SHELBY TOWNSHIP, MICHIGAN 48315
PHONE: 586.254.9577
WWW.FENNSURVEYING.COM

SHEET 3 OF 8

# THE ESTATES OF IRISH FARMS




| BOUNDARY COORDINATES | | |
|---|---|---|
| Point Number | North | East |
| 1 | 5265.41 | 7058.29 |
| 2 | 5268.91 | 7180.24 |
| 3 | 4000.48 | 7218.56 |
| 4 | 3996.56 | 7088.62 |
| 5 | 3785.85 | 7094.98 |
| 6 | 3785.30 | 7075.85 |
| 7 | 3531.41 | 7083.13 |
| 8 | 3531.70 | 7093.13 |
| 9 | 3465.72 | 7095.02 |
| 10 | 3464.95 | 7068.03 |
| 11 | 3338.00 | 7071.67 |
| 12 | 3340.44 | 7156.64 |
| 13 | 2968.86 | 7167.30 |
| 14 | 2965.99 | 7067.34 |
| 15 | 2838.75 | 7070.99 |
| 16 | 2772.78 | 7073.07 |
| 17 | 2771.41 | 7029.42 |
| 18 | 2771.64 | 7007.11 |
| 19 | 2604.37 | 7012.39 |
| 20 | 2609.29 | 7186.62 |
| 21 | 2545.22 | 7198.00 |
| 22 | 2532.47 | 6974.46 |
| 23 | 2603.19 | 6970.61 |
| 24 | 2579.86 | 6143.49 |
| 25 | 2571.66 | 5881.12 |
| 26 | 3908.36 | 5812.40 |
| 27 | 3911.58 | 5900.98 |
| 28 | 4048.62 | 5896.84 |
| 29 | 4073.62 | 6766.14 |
| 30 | 4806.19 | 6744.02 |
| 31 | 4814.81 | 7043.89 |
| 32 | 5264.60 | 7030.31 |
| 33 | 5340.70 | 9683.71 |
| 34 | 2693.06 | 9839.67 |
| 35 | 2539.59 | 4853.93 |
| 36 | 2532.47 | 4604.03 |
| 37 | 5193.04 | 4541.53 |
| 38 | −11.16 | 7328.02 |

| UNIT COORDINATES | | |
|---|---|---|
| Point Number | North | East |
| 100 | 4815.15 | 7055.77 |
| 101 | 4727.29 | 6966.39 |
| 102 | 4640.35 | 6903.19 |
| 103 | 4554.62 | 6880.60 |
| 104 | 4469.60 | 6881.24 |
| 105 | 4384.64 | 6883.81 |
| 106 | 4299.68 | 6886.37 |
| 107 | 4213.72 | 6888.97 |
| 108 | 4128.76 | 6891.53 |
| 109 | 4043.80 | 6894.10 |
| 110 | 3958.84 | 6896.67 |
| 111 | 3846.29 | 6900.07 |
| 112 | 3888.21 | 6771.74 |
| 113 | 3931.55 | 6685.19 |
| 114 | 3941.79 | 6599.86 |
| 115 | 3939.34 | 6514.90 |
| 116 | 3936.90 | 6429.93 |
| 117 | 3934.46 | 6344.97 |
| 118 | 3932.01 | 6260.00 |
| 119 | 3929.57 | 6175.04 |
| 120 | 3927.13 | 6090.07 |
| 121 | 3923.51 | 6005.14 |
| 122 | 3884.06 | 5952.13 |
| 123 | 3817.11 | 5944.25 |
| 124 | 3732.22 | 5948.62 |
| 125 | 3647.33 | 5952.98 |
| 126 | 3562.44 | 5957.35 |
| 127 | 3480.29 | 5965.28 |
| 128 | 3399.67 | 5981.92 |
| 129 | 3321.31 | 6007.12 |
| 130 | 3246.10 | 6040.57 |
| 131 | 3174.92 | 6081.91 |
| 132 | 3108.58 | 6130.64 |
| 133 | 3047.85 | 6186.21 |
| 134 | 2993.44 | 6247.97 |
| 135 | 2945.97 | 6315.22 |
| 136 | 2905.99 | 6387.17 |
| 137 | 2873.97 | 6463.00 |
| 138 | 2850.26 | 6541.82 |
| 139 | 2835.15 | 6622.74 |
| 140 | 2828.80 | 6704.81 |
| 141 | 2830.15 | 6788.51 |
| 142 | 2894.65 | 6714.27 |
| 143 | 2900.89 | 6629.05 |
| 144 | 2945.00 | 6474.58 |
| 145 | 2966.33 | 6414.04 |
| 146 | 3011.94 | 6334.74 |
| 147 | 3022.43 | 6319.43 |
| 148 | 3119.79 | 6208.36 |
| 149 | 3186.73 | 6153.81 |
| 150 | 3259.87 | 6107.92 |
| 151 | 3369.03 | 6060.04 |
| 152 | 3383.90 | 6055.17 |
| 153 | 3501.10 | 6028.98 |
| 154 | 3512.40 | 6175.29 |
| 155 | 3514.85 | 6260.25 |
| 156 | 3517.29 | 6345.22 |
| 157 | 3520.16 | 6445.18 |
| 158 | 3380.22 | 6449.20 |
| 159 | 3295.26 | 6451.65 |

| UNIT COORDINATES | | |
|---|---|---|
| Point Number | North | East |
| 160 | 3210.29 | 6454.09 |
| 161 | 3125.33 | 6456.53 |
| 162 | 3067.13 | 6521.00 |
| 163 | 3082.19 | 6521.84 |
| 164 | 3167.21 | 6521.36 |
| 165 | 3252.17 | 6518.91 |
| 166 | 3352.13 | 6516.04 |
| 167 | 3356.12 | 6642.98 |
| 168 | 3377.09 | 6727.41 |
| 169 | 3430.13 | 6810.92 |
| 170 | 3459.34 | 6895.11 |
| 171 | 3462.51 | 6983.07 |
| 172 | 3464.95 | 7068.03 |
| 173 | 3531.41 | 7083.13 |
| 174 | 3528.31 | 6975.26 |
| 175 | 3526.42 | 6909.29 |
| 176 | 3504.05 | 6809.89 |
| 177 | 3448.90 | 6723.34 |
| 178 | 3422.02 | 6639.08 |
| 179 | 3418.10 | 6514.14 |
| 180 | 3518.06 | 6511.27 |
| 181 | 3603.03 | 6508.82 |
| 182 | 3687.99 | 6506.38 |
| 183 | 3772.96 | 6503.94 |
| 184 | 3872.92 | 6501.06 |
| 185 | 3875.47 | 6626.04 |
| 186 | 3848.93 | 6711.84 |
| 187 | 3796.96 | 6801.49 |
| 188 | 3780.32 | 6902.01 |
| 189 | 3653.37 | 6905.65 |
| 190 | 3655.26 | 6971.62 |
| 191 | 3782.21 | 6967.98 |
| 192 | 3785.30 | 7075.85 |
| 193 | 3848.18 | 6966.04 |
| 194 | 3851.82 | 7092.99 |
| 195 | 3948.14 | 6963.02 |
| 196 | 4033.10 | 6960.45 |
| 197 | 4118.06 | 6957.89 |
| 198 | 4203.02 | 6955.32 |
| 199 | 4287.98 | 6952.76 |
| 200 | 4372.94 | 6950.19 |
| 201 | 4457.90 | 6947.62 |
| 202 | 4542.89 | 6945.89 |
| 203 | 4688.12 | 7022.21 |
| 204 | 4740.49 | 7083.08 |
| 205 | 3586.14 | 6443.28 |
| 206 | 3582.54 | 6318.33 |
| 207 | 3580.10 | 6233.37 |
| 208 | 3577.58 | 6148.41 |
| 209 | 3566.85 | 6023.21 |
| 210 | 3673.94 | 6017.70 |
| 211 | 3758.85 | 6013.34 |
| 212 | 3858.74 | 6008.20 |
| 213 | 3862.54 | 6140.21 |
| 214 | 3864.98 | 6225.18 |
| 215 | 3867.43 | 6310.14 |
| 216 | 3871.02 | 6435.09 |
| 217 | 3771.06 | 6437.96 |
| 218 | 3686.10 | 6440.41 |
| 219 | 3395.22 | 6448.77 |

PROPOSED DEC. 19, 2006
MUST BE BUILT

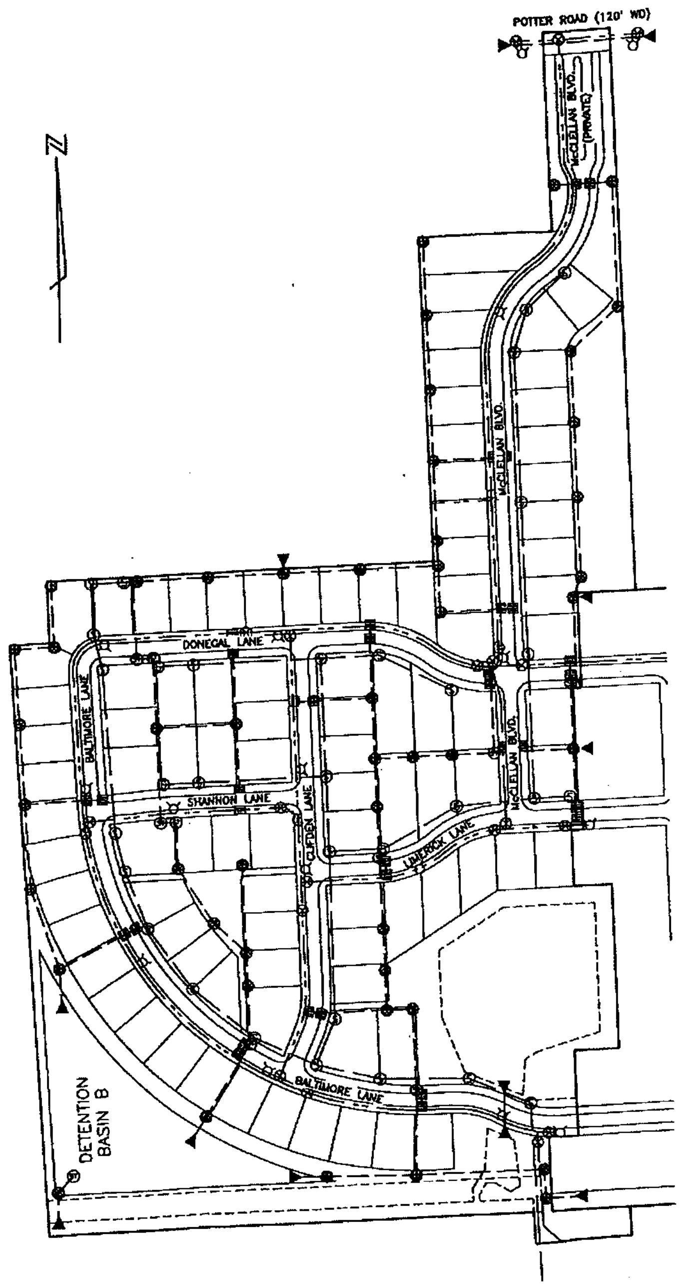
0 100 200 400
SCALE: 1" = 100'

# SITE PLAN–DETAIL

FENN & ASSOCIATES, SURVEYING, INC.
LAND SURVEYORS AND CIVIL ENGINEERS
13399 WEST STAR DRIVE
SHELBY TOWNSHIP, MICHIGAN 48315
PHONE: 586.254.9577
WWW.FENNSURVEYING.COM

SHEET 4 OF 8

# THE ESTATES OF IRISH FARMS




LEGEND:

- SANITARY SEWER
- SANITARY MANHOLE
- STORM SEWER
- STORM MANHOLE
- ROAD CATCH BASIN
- CATCH BASIN
- WATERMAIN
- FIRE HYDRANT
- GATE VALVE & WELL

NOTE:
UTILITIES, AS SHOWN, INDICATE APPROXIMATE LOCATIONS OF FACILITIES ONLY, AS DISCLOSED BY THE RECORDS OF THE VARIOUS COMPANIES AND NO GUARANTEE IS GIVEN AS TO THE COMPLETENESS OR ACCURACY THEREOF.

GENERAL NOTATIONS
ALL UNITS SERVICED WITH SANITARY SEWER & WATER BY THE TOWNSHIP OF DAVISON
SANITARY SEWER & WATER INFORMATION AS SHOWN OBTAINED FROM PLANS PREPARED BY FENN & ASSOCIATES SURVEING, INC.

STORM SEWER AS SHOWN, OBTAINED FROM PLANS PREPARED BY FENN & ASSOCIATES SURVEING, INC.

ALL UNITS TO BE SERVICED WITH NATURAL GAS
ALL UNITS TO BE SERVICED WITH ELECTRIC
ALL UNITS TO BE SERVICED WITH TELEPHONE
ALL UNITS TO BE SERVICED WITH CATV

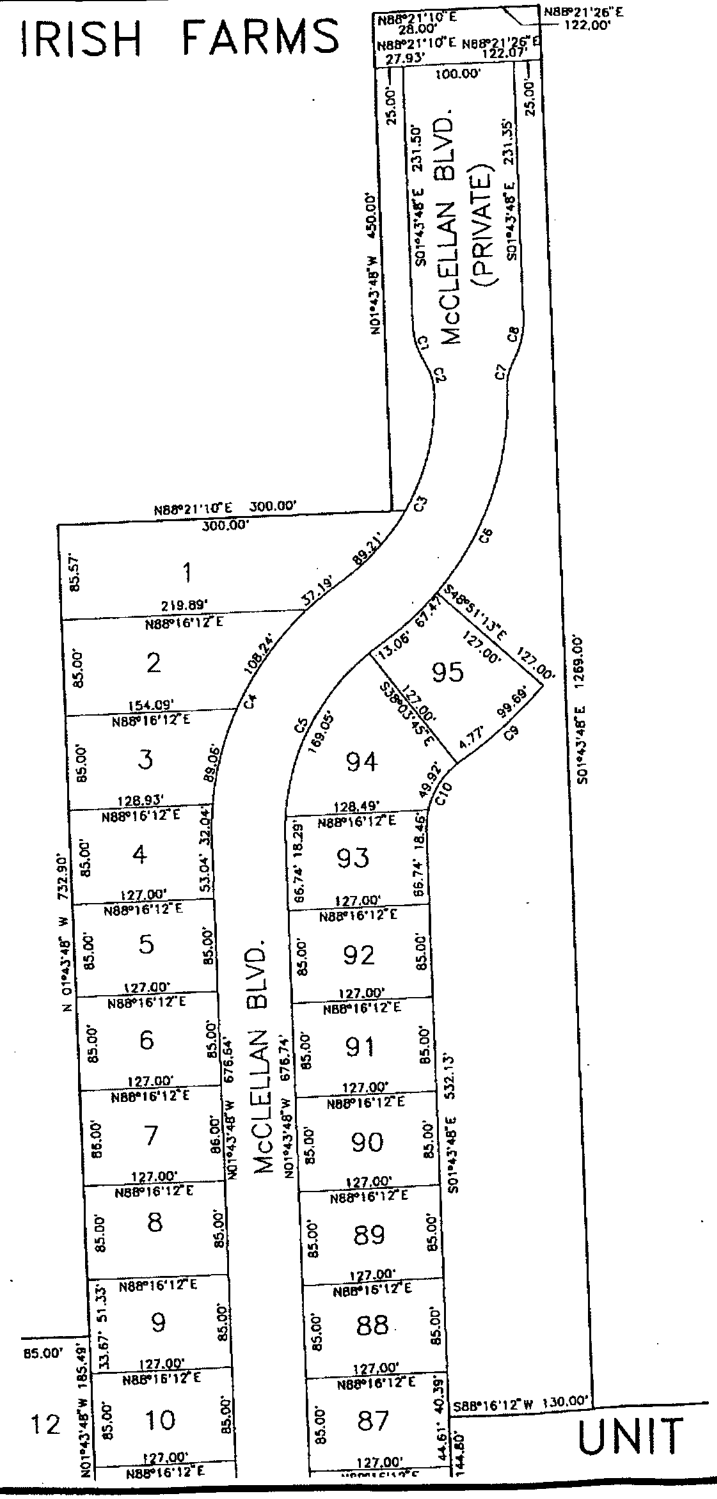
0 150 300 600
SCALE: 1" = 150'

UTILITY PLAN

FENN & ASSOCIATES, SURVEYING, INC.
LAND SURVEYORS AND CIVIL ENGINEERS
13399 WEST STAR DRIVE
SHELBY TOWNSHIP, MICHIGAN 48315
PHONE: 586.254.9577
WWW.FENNSURVEYING.COM

SHEET 5 OF 8

# THE ESTATES OF IRISH FARMS




LEGEND
o CONCRETE MONUMENT SET
• FOUND CONCRETE MONUMENT

(R.) = RADIAL
(N.R.) = NON-RADIAL

▭ = UNIT LIMITS

| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|---|---|---|---|---|---|
| C1 | 75.00' | 39.57' | 39.12' | N16°50'45"W | 30°13'53" |
| C2 | 50.00' | 26.38' | 26.08' | S16°50'45"E | 30°13'53" |
| C3 | 200.00' | 200.40' | 192.12' | S26°58'29"W | 57°24'35" |
| C4 | 266.00' | 266.53' | 255.52' | N26°58'29"E | 57°24'35" |
| C5 | 200.00' | 200.40' | 192.12' | N26°58'29"E | 57°24'35" |
| C6 | 266.00' | 266.53' | 255.52' | S26°58'29"W | 57°24'35" |
| C7 | 50.00' | 26.38' | 26.08' | N13°23'08"E | 30°13'53" |
| C8 | 75.00' | 39.57' | 39.12' | S13°23'08"W | 30°13'53" |
| C9 | 393.00' | 99.69' | 99.42' | S48°24'47"W | 14°32'00" |
| C10 | 73.00' | 73.15' | 70.12' | N26°58'29"E | 57°24'35" |

PROPOSED DEC. 19, 2006
MUST BE BUILT

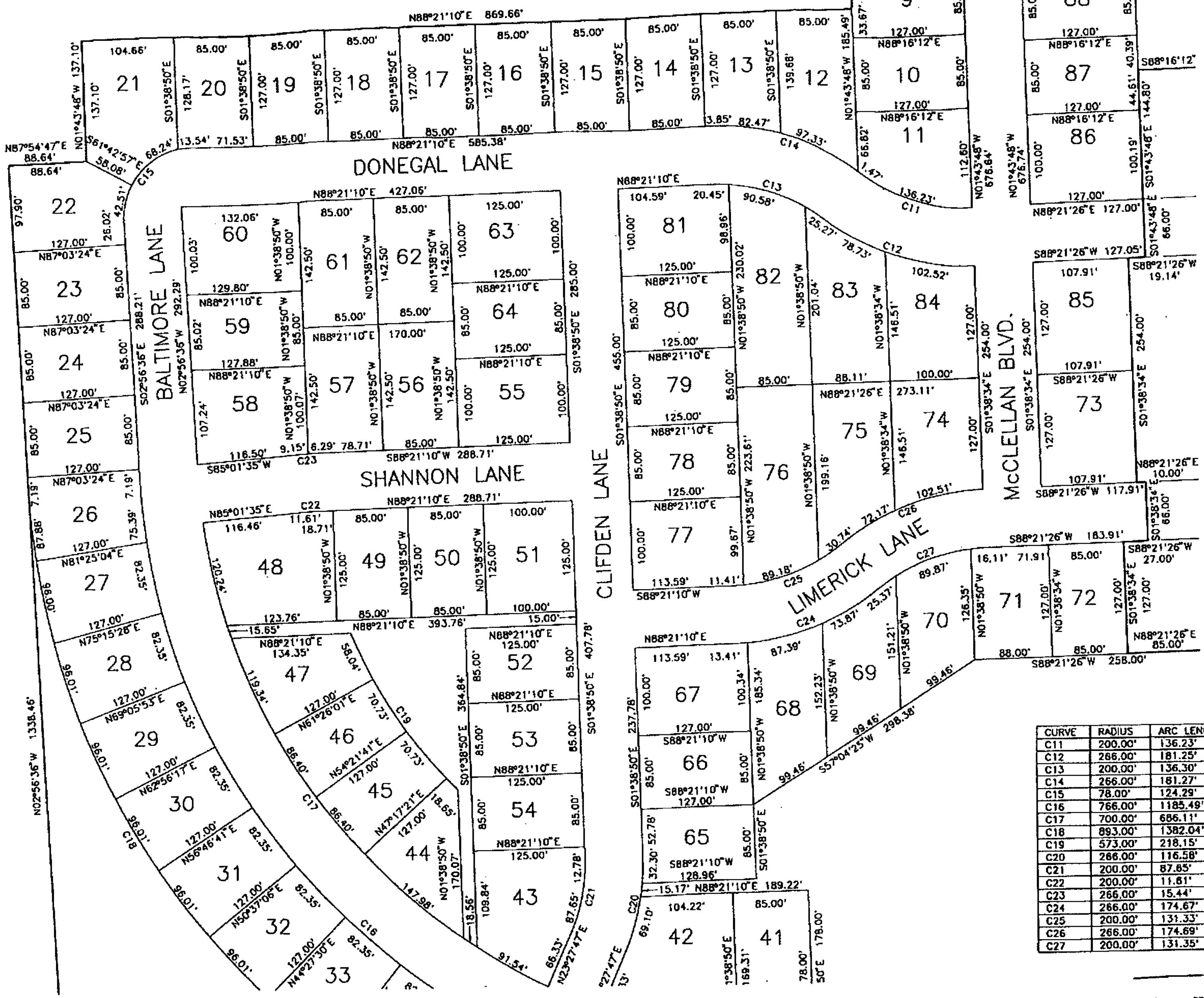
0 60 120 240
SCALE: 1" = 60'

# UNIT DIMENSIONS

FENN & ASSOCIATES, SURVEYING, INC.
LAND SURVEYORS AND CIVIL ENGINEERS
13399 WEST STAR DRIVE
SHELBY TOWNSHIP, MICHIGAN 48315
PHONE: 586.254.9577
WWW.FENNSURVEYING.COM

SHEET 6 OF 8

# THE ESTATES OF IRISH FARMS




LEGEND
o CONCRETE MONUMENT SET
• FOUND CONCRETE MONUMENT

(R.) = RADIAL
(N.R.) = NON-RADIAL

= UNIT LIMITS

| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|---|---|---|---|---|---|
| C11 | 200.00' | 136.23' | 133.61' | N 72°06'53" W | 39°01'38" |
| C12 | 266.00' | 181.25' | 177.77' | N 72°07'19" W | 39°02'30" |
| C13 | 200.00' | 136.30' | 133.67' | S 72°07'27" E | 39°02'46" |
| C14 | 266.00' | 181.27' | 177.79' | S 72°07'27" E | 39°02'46" |
| C15 | 78.00' | 124.29' | 111.55' | N 42°42'17" E | 91°17'46" |
| C16 | 766.00' | 1185.49' | 1070.67' | N47°16'47"W | 88°40'22" |
| C17 | 700.00' | 686.11' | 658.98' | N35°45'19"W | 56°09'33" |
| C18 | 893.00' | 1382.04' | 1248.18' | N47°16'47"W | 88°40'22" |
| C19 | 573.00' | 218.15' | 216.83' | N33°40'09"W | 21°48'47" |
| C20 | 266.00' | 116.58' | 115.65' | S10°54'29"W | 25°06'37" |
| C21 | 200.00' | 87.85' | 86.95' | S10°54'29"W | 25°06'37" |
| C22 | 200.00' | 11.61' | 11.61' | N86°41'23"E | 03°19'35" |
| C23 | 266.00' | 15.44' | 15.44' | N86°41'23"E | 03°19'35" |
| C24 | 266.00' | 174.67' | 171.55' | S69°32'26"W | 37°37'28" |
| C25 | 200.00' | 131.33' | 128.99' | S69°32'26"W | 37°37'28" |
| C26 | 266.00' | 174.69' | 171.57' | N69°32'34"E | 37°37'44" |
| C27 | 200.00' | 131.35' | 129.00' | N69°32'34"E | 37°37'44" |

PROPOSED DEC. 19, 2006
MUST BE BUILT

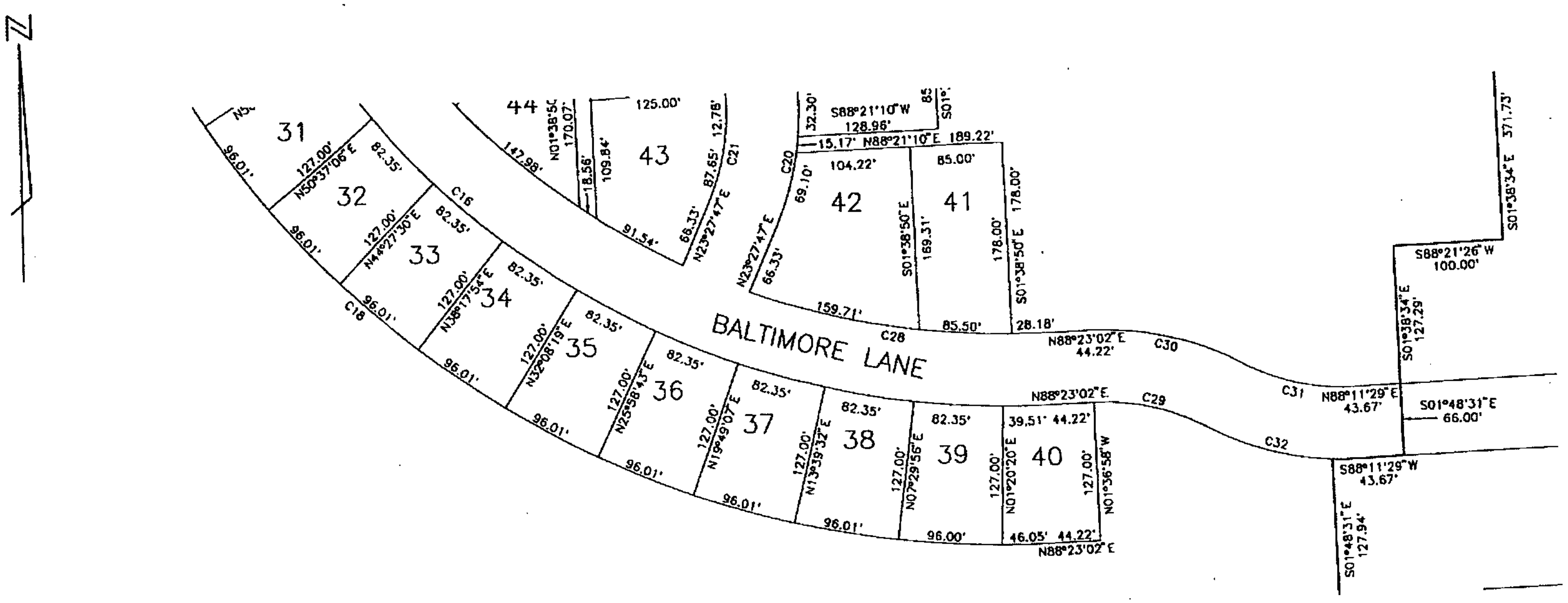
0 60 120 240
SCALE: 1" = 60'

# UNIT DIMENSIONS

FENN & ASSOCIATES, SURVEYING, INC.
LAND SURVEYORS AND CIVIL ENGINEERS
13399 WEST STAR DRIVE
SHELBY TOWNSHIP, MICHIGAN 48315
PHONE: 586.254.9577
WWW.FENNSURVEYING.COM

SHEET 7 OF 8

# THE ESTATES OF IRISH FARMS




LEGEND
o CONCRETE MONUMENT SET
• FOUND CONCRETE MONUMENT

(R.) = RADIAL
(N.R.) = NON-RADIAL

= UNIT LIMITS

| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|---|---|---|---|---|---|
| C16 | 766.00' | 1185.49' | 1070.67' | N47°16'47"W | 88°40'22" |
| C18 | 893.00' | 1382.04' | 1248.18' | N47°18'47"W | 88°40'22" |
| C20 | 266.00' | 116.58' | 115.65' | S10°54'29"W | 25°06'37" |
| C21 | 200.00' | 87.65' | 86.95' | S10°54'29"W | 25°06'37" |
| C28 | 700.00' | 273.39' | 271.65' | N80°25'39"W | 22°22'38" |
| C29 | 200.00' | 107.33' | 106.06' | S76°14'30"E | 30°44'57" |
| C30 | 266.00' | 142.75' | 141.05' | S76°14'30"E | 30°44'57" |
| C31 | 200.00' | 108.01' | 106.70' | N76°20'16"W | 30°56'29" |
| C32 | 266.00' | 143.65' | 141.91' | N76°20'16"W | 30°56'29" |

PROPOSED DEC. 19, 2006
MUST BE BUILT

0 60 120 240
SCALE: 1" = 60'

THE ESTATES OF IRISH FARMS

FENN & ASSOCIATES, SURVEYING, INC.
LAND SURVEYORS AND CIVIL ENGINEERS
13399 WEST STAR DRIVE
SHELBY TOWNSHIP, MICHIGAN 48315
PHONE: 586.254.9577
WWW.FENNSURVEYING.COM

**DISCLOSURE STATEMENT FOR**

# The Estates at Irish Farms

**Provided by STATEWIDE IRISH FARMS, LLC, P.O. Box 480485, New Haven, MI 48048**

This is the Disclosure Statement for The Estates at Irish Farms Condominium, which is a residential condominium project in Davison Township, Genesee County, Michigan. The project consists of up to 24 residential condominiums. This statement is intended to explain certain aspects of the condominium to prospective buyers.

THIS DISCLOSURE STATEMENT OF THE CONDOMINIUM IS NOT A SUBSTITUTE FOR THE MASTER DEED AND OTHER CONDOMINIUM DOCUMENTS, THE CONDOMINIUM BUYER'S HANDBOOK, OR OTHER APPLICABLE LEGAL DOCUMENTS. AS A PROSPECTIVE BUYER YOU SHOULD READ ALL SUCH DOCUMENTS TO FULLY ACQUAINT YOURSELF WITH THE PROJECT AND YOUR RIGHTS AND RESPONSIBILITIES RELATING TO THE PROJECT.

IT IS RECOMMENDED THAT YOU CONSULT WITH AN ATTORNEY OR OTHER PROFESSIONAL ADVISOR BEFORE PURCHASING A CONDOMINIUM.

Effective Date: July 30, 2025
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The Estates at Irish Farms CONDOMINIUM DISCLOSURE STATEMENT

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DISCLOSURE STATEMENT FOR THE ESTATES AT IRISH FARMS CONDOMINIUM

1. **Introduction.** Condominium development in Michigan is governed by a statute called the Michigan Condominium Act, MCL §559.101 *et seq*. (the Act), and by rules adopted by the Michigan Department of Licensing and Regulatory Affairs. On the following pages, STATEWIDE IRISH FARMS, LLC (the Developer), as successor developer of the Estates at Irish Farms Condominium project (the Project), has set forth certain facts about the Project and the persons involved in its development that it believes will assist a prospective buyer in reviewing the Project. This disclosure statement (the Disclosure Statement), together with copies of the Master Deed (the Master Deed), the Condominium bylaws (the Condominium Bylaws), and other legal documents intended for the creation and operation of the Project (together the Condominium Documents), are furnished to each buyer to fulfill the requirement of the Act that Developer disclose to prospective buyers the characteristics of the condominiums that are offered for sale. The Condominium Documents constitute the only authorized description of the Project, and none of Developer's representatives are permitted to vary the terms stated in those Documents except by written amendment to the Condominium Documents.

2. **The Condominium Concept.** *Condominium* is a form of real property ownership. Under Michigan law, the portion of the condominium that is individually owned has the same legal attributes as any other form of real estate and may be sold, mortgaged, or leased subject to the restrictions in the Condominium Documents. A condominium project is established by recording a master deed in the office of the register of deeds for the county where the project is located.

Each owner of a condominium in the Project (an Owner) will own a lot on which a residence may be built (a Unit), to which the Owner receives a warranty deed, and is one of a number of mutual owners of common facilities (the Common Elements) that serve both the Owner's condominium and other condominiums in the Project. The Units and the Common Elements are described generally in the Master Deed, and each Unit's boundaries and dimensions are shown in the condominium subdivision plan (the Subdivision Plan) attached to the Master Deed. All portions of the Project that are not included within the Units constitute the Common Elements and are owned by all Owners in equal undivided proportions. Limited Common Elements are those Common Elements that are set aside for the use of less than all Unit Owners. All other Common Elements are designated as General Common Elements for the use of all

Unit Owners. Some Units will share a common wall along the lot border line with another Unit while others will stand alone within their lot.

The interrelationship of individual ownership of Units and joint ownership of common elements requires that certain restrictions be imposed on the use of the Units and the Common Elements for the mutual benefit of all. The restrictions are in the Condominium Bylaws, which are recorded as part of the Master Deed. The Condominium Documents are prepared with the goal of allowing each Owner individual freedom and discretion without permitting any one Owner to infringe on the rights and interests of the group. All Owners must be familiar with and abide by the restrictions if Unit living is to be an enjoyable experience.

3. **Description of the Project.** The Estates at Irish Farms Condominium is a residential condominium project in Davison Township, Genesee County, Michigan (the Condominium).

Each Unit in the Project is a fully improved building site, with utility service available at the Unit boundaries. All Units are accessible by a private road off of Potter Road. The utility services available at each Unit include public water and sewer, available for hookup by laterals from each Unit.

The open space land, and roads are all General Common Elements, which are owned and used in common by all Owners. Individual Owners also have an exclusive right to use the Limited Common Elements of the Project.

4. **Condominium Documents.** The Estates at Irish Farms Condominium has been established as a condominium project by the recording of a Master Deed and amendments in the Genesee County records, a copy of which either has been or will be delivered to each purchaser at least nine business days before closing. The Condominium Bylaws and the Condominium Subdivision Plan, a three-dimensional survey establishing the physical relationship and location of each of the Units in the Project, are attached as forms to the Master Deed. Other Condominium Documents include this statement and the articles of incorporation and the corporate bylaws of the Estates at Irish Farms Condominium Association (the Association), a nonprofit corporation that serves as the association of owners for the Condominium.

The Master Deed contains a definition of terms used to describe the Project, the relative value assigned to each Unit for assessment and voting purposes, a description of both the Limited and General Common

Elements in the Project, and a statement about the responsibility of the individual Owners and of the Association for upkeep and maintenance of the Common Elements. All Units in the Project have been assigned an equal value by Developer after reviewing the comparative size, market value, location, and allocable expenses of maintenance. The Master Deed also reserves to Developer the right to contract the Project within defined limits and to modify the number, size, style, and location of any Units or Common Elements in the Project that have not been sold or that are not subject to a binding purchase agreement by an amendment or series of amendments to the Master Deed. Such amendments do not require the consent of any Owner or mortgagee if the changes do not unreasonably impair or diminish the appearance of the Project or the view, the privacy, or another significant attribute of any Unit that adjoins a modified Unit or Common Element.

The Condominium Bylaws contain provisions relating to the operation, management, and fiscal affairs of the Condominium, including authorization for the levy of both regular and special assessment of the Owners to pay for the costs of operation. Restrictions on the ownership, occupancy, and use of Condominium Units in the Project are listed in the Bylaws, which also contain provisions allowing the Association to adopt additional rules and regulations governing the use of the Units and the Common Elements that are not inconsistent with the Condominium Bylaws.

The Condominium Subdivision Plan contains a survey of the Condominium land showing the location of all roadways, walkways, and common utility systems together with all those other common elements of the Project that can be shown on the drawings.

5. **Developer's Background and Experience.** The Project is being developed by STATEWIDE IRISH FARMS, LLC, a Michigan limited liability company. This limited liability company was formed in 2023. The Estates at Irish Farms Condominium Project, is its first endeavor in Condominium development. The principals of STATEWIDE IRISH FARMS, LLC, however, bring with them experience and skills essential to condominium development.

Manager Micheal J. DeMil has developed residential housing throughout Southeast Michigan, focusing primarily in northern Macomb County, Genesee County and St. Clair County. Micheal DeMil, who spent nearly thirty (30) years in the residential and commercial fence business, is also the developer of Cloverfield Estates and Pond Creek Estates in Bruce

Township, Memphis Meadows in Memphis, Michigan, and the Queens Highlands in Grand Blanc among other developments.

The names, addresses, and previous experience with condominium projects of Developer and of any management agency, real estate broker, escrow agent, project engineer, attorney or other member of the development team involved in the Project are set forth in form A attached to this statement.

6. **Administration of the Project.** The responsibility for management and maintenance of the Project is vested in the Estates at Irish Farms Condominium Association, which Developer has incorporated as a nonprofit corporation under Michigan law. Each Unit Owner automatically becomes a member of the Association when that party purchases a Unit in the Project. Since each Unit in the Condominium has been assigned an equal percentage of value, the owner of each Unit will be entitled to one vote at all meetings of the Association and will share equally with all other owners in the expenses and proceeds of administration.

The Association was formed by the Developer. The persons that now make up the board of directors of the Association were appointed by Developer and will control its affairs until a new board of directors is elected by the Owners. This election will take place at the initial meeting of the members of the Association, as called by Developer. That meeting must be held within 120 days after legal or equitable title to 75 percent of the Units that may be created in the Project have been conveyed to non-Developer Owners, but in no event later than 54 months after the first conveyance of title of a Unit. The composition of the board between Developer representatives and non-Developer Owners will be adjusted from time to time under the formula described in the Condominium Bylaws.

Not later than 120 days after the conveyance of legal or equitable title to non-Developer Owners of one-third of the Units in the Project, or one year after the initial conveyance of a Unit to a non-Developer Owner, whichever occurs first, two or more persons will be selected from among the non-Developer Owners to serve as an advisory committee to the board of directors. The advisory committee is intended to function as an informal organization with which the board can consult on matters concerning the Condominium until the board of directors is elected by owners. At such meetings, Developer intends to provide the advisory committee with information about the development of the Project and to receive recommendations from the committee. The members of the advisory committee will be appointed by and serve at Developer's pleasure.

The Bylaws of the Association permit the hiring of a professional manager or management company to manage the Project. The management of the Project is being handled by Developer with a charge for its time, plus the cost of goods and services purchased and out-of-pocket expenses Developer incurs for management purposes are included in the annual budget of the Association, attached as form B. This arrangement, as well as any formal contract between the Association and Developer or a management agent or company related to Developer that might be entered into before the date of the initial meeting of Owners, is subject to termination at the option of the Owners on their assumption of control of the Unit, with or without cause.

Additional information about the organization and operation of condominiums in Michigan may be found in the *Condominium Buyer's Handbook,* published by authority of the Michigan Department of Licensing and Regulatory Affairs, a copy of which Developer either has or will furnish to you.

7. **Budget and Assessments.** The Condominium Bylaws require that the board of directors adopt an annual budget for the operation of the Project. Developer formulated the initial budget to estimate the reasonably predictable annual expenses of administration of the Project, including a reserve for the replacement of Common Elements as needed in the future. A copy of this budget is attached to this statement as form A (THE BUDGET WILL BE DETERMINED AFTER THE RE-FORMATION OF THE CONDOMINIUM ASSOCIATION EXPECTED IN FALL 2025). The amount projected as annual expenses for the Association is $TBD. This amount does not include expenses for utilities or real property taxes, which are billed individually to and must be paid directly by each Owner.

Because the budget must necessarily be prepared in advance, it reflects estimates of expenses based on past experience. These estimates may prove to be inaccurate during actual operations on account of such factors as increases in the cost of goods and services, the need for repair or replacement of Common Elements, and property improvements. If such adjustments should occur, the budget will need to be revised accordingly.

Until control of the Association has been turned over to the Owners on the transitional control date, Developer is required to supplement the income received by the Association to the extent necessary to keep the budget balanced and the Association in the black. Units owned by Developer are not subject to assessments from the Association. Those Units only become subject to assessment on conveyance or lease by Developer to a third party.

The Association's only other source of revenue to fund the budget is by assessment of its members who own Units, excepting Developer. For this reason, each Owner must pay an annual assessment that is determined by dividing the balance of the projected budget expenses by the number of Units in the Project, as established in the Master Deed. This annual assessment must be paid in monthly installments throughout the year. Thus, on the basis of the budget attached as form B, the estimated average annual assessment for the Project will be $TBD per Unit, although actual assessments will vary somewhat depending on the number of Units when the assessment is levied.

**To provide working capital, each buyer must also pay to the Association at closing of the purchase of a Unit both the pro rata share of the current assessment for the Unit and an additional sum equal to two month's assessments for the Association reserves.** This additional payment may, at Developer's option, be placed either in a short-term operating capital reserve or in the long-term repair and replacement reserve, for use by the Association or Developer as needed from time to time. The reserve deposit is not refundable and will not apply as a credit against any future quarterly installment or annual assessment. The board of directors may also levy special assessments to cover expenses that were not anticipated in the budget as permitted by the Condominium Bylaws.

THE BUDGET OF THE ASSOCIATION IS EXPECTED TO BE COMPLETED BY THE END OF 2025. CURRENTLY THE RESIDENTS SHARE EXPENSES.

8. **Project Warranties.** Developer is responsible for defects in workmanship and materials in the Common Elements of the Project for which it receives written notice within one year from the date on which construction or installation of the particular Common Element is completed. If written notice of defect is given by the Association or a Unit owner within the warranty period, Developer will make an inspection and, where such inspection reveals defects in workmanship and materials, will make reasonable repairs to cure the defects without cost to the Owners.

All notices for warranty claims should be sent to Developer at the address noted on the front sheet of this statement.

CAUTION: THERE ARE NO WARRANTIES ON THIS CONDOMINIUM PROJECT OTHER THAN THOSE DESCRIBED IN THIS STATEMENT, AS EXPRESS WARRANTIES ARE NOT PROVIDED UNLESS SPECIFICALLY STATED. YOU, INDIVIDUALLY OR AS A MEMBER OF THE ASSOCIATION, MAY BE REQUIRED TO PAY FOR THE REPLACEMENT OR REPAIR OF ANY DEFECTS IN THIS CONDOMINIUM PROJECT THAT ARE NOT COVERED BY WARRANTY, IF ANY SUCH DEFECTS EXIST. UNDER NO CIRCUMSTANCES WILL DEVELOPER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

9. **Escrow Requirements.** MCL §559.183 requires that all reservation deposits received from a prospective buyer under a preliminary reservation agreement must be deposited in an escrow account with an authorized escrow agent. If the prospective buyer decides to cancel the preliminary reservation agreement, all such deposits must be refunded to that party within three business days after notice of cancellation is received.

MCL §559.184 provides that all payments received from a prospective buyer under a purchase agreement must be deposited in the escrow account and must be refunded if the purchase agreement is canceled within nine business days after receipt by the buyer of the Condominium Documents that Developer is required to furnish under MCL §559.184a.

Under the Act, Developer must retain sufficient amounts from buyers' payments in the escrow account or provide other adequate security as provided in MCL §559.203b, to ensure the completion of those uncompleted structures and improvements labeled "must be built" under the terms of the Condominium Documents. Since the Project is a site Condominium in which all site preparations and improvements will have been completed by the time of closing of the sale of any Unit, Developer will not maintain any funds in escrow subsequent to the closing date.

10. **Restrictions Applicable to the Unit.** Owners of Condominium Unit will be bound by various use and occupancy restrictions applying to both the Condominium Units and the Common Elements. For example, there are prohibitions against conducting commercial or quasi-commercial activities from any Unit; changing the exterior appearance of any Unit or common element; leasing Units on a transient basis or for less than prescribed periods of time; using firearms, fireworks, or other dangerous projectiles on the Unit property; using or parking recreational vehicles, boats, or trailers outside a closed garage; and keeping pets or other

animals on the Unit property without prior written permission from the board of directors of the Association.

It is impossible to paraphrase all the restrictions without risking the omission of some portion that may be of significance to a particular purchaser. Consequently, each buyer should carefully review the Master Deed and Condominium Bylaws to be sure that they do not infringe on an intended use that the buyer feels is important. None of the restrictions prohibit Developer from carrying on sales activities as long as Developer is selling Units in the Condominium.

11. **Enforcement Provisions.** Compliance with use restrictions may be enforced by the levy of fines or by legal action seeking damages or an injunction against the offending Owner. The board may also take direct action to correct any condition that violates the Bylaws, may prohibit use of the Common Elements by an Owner in default, or may elect to discontinue furnishing services to the Unit involved on seven days' notice to the Owner in default. If the Owner of a Condominium Unit does not pay assessments when due, the Association may charge reasonable interest or assess late charges from and after the due date. The Association is also given a lien on the Unit, which may be enforced as described above or by foreclosure proceedings in the manner provided by the Condominium Act. Owners should be aware, however, that MCL §559.158 provides that if the holder of a first mortgage or another buyer obtains title to a Unit as a result of foreclosure of that mortgage, the holder of the first mortgage or other buyer is not liable for unpaid assessments against that Unit that had become due before foreclosure. These unpaid assessments then become common expenses of the Association, which are collectible from all Unit Owners.

12. **Insurance.** The Condominium documents require that the Association carry fire and extended coverage for vandalism and malicious mischief and liability insurance and worker's compensation insurance (if applicable) with respect to all of the Common Elements of the Project. The policies may contain deductible clauses that, in the event of a loss, may result in the Association bearing a portion of the loss. The board of directors is responsible for obtaining the insurance coverage for the Association, and each Owner's pro rata share of the annual Association insurance premiums is included in the Unit assessment. The Association insurance policies will be available for inspection at Developer's offices, at the address shown on the face sheet of this statement.

The liability insurance coverage provided by the Association will not cover the interior of a Condominium Unit, nor will it protect against any accident or injury that occurs on a Limited Common Element appurtenant solely to a Unit. No casualty insurance coverage will be provided for any building, structure, or other improvement constructed within the perimeters of a Condominium Unit; the contents of any such building, structure, or improvement; or property of a Owner located outside the Unit on the grounds of the Project. For that reason, all Owners are cautioned that it is their own responsibility to insure the residential dwelling and its contents.

Each Owner must also obtain personal liability coverage against injury to persons or damage to property resulting from accidents in and about the Owner's Unit, naming the Condominium Association as an additional insured. An insurance agent should be consulted to decide just what coverage will be needed for protection, since without such coverage an Owner will be uninsured for any loss that might occur within the Owner's Unit, to the Owner's property, or to the Owner's guests.

13. **Private Drives and Easements.** Waterford Way is a private drive providing access from the Project to Irish Road.  and the Association will bear the cost of maintaining, snowplowing, and improving, maintaining entrance signs and plantings on the road.

All private drives within the Project, as well as open parking areas and common walkways, are General Common Elements of the Project and must be snowplowed, maintained, and repaired as needed by the Condominium Association. These expenses will ultimately be paid by the Owners as a part of their assessed fees. The drives and parking areas are asphalt and will require some routine maintenance, although it is impossible to estimate just how much maintenance may be required in any given year as their life expectancy will vary depending on the extent of maintenance provided, type of use, and weather conditions encountered.

The Unit premises will be subject to a number of easements. The Master Deed describes certain reciprocal easements granted to Owners and to the Association. There may also be easements relating to drainage and utilities, which will be described in each title insurance commitment and title insurance policy furnished to buyers.

Until development of all the land described in the Master Deed has been completed, Developer has reserved the right to unrestricted use of all roads, drives, and walkways of the Condominium and easements to use, tap and tie into, extend, and enlarge all utility mains located on Association property without the payment of any charge or fee to the Association.

14. **Real Estate Taxes.** Real property taxes on the Units in the Condominium are assessed by Davison Township. Under Michigan law, such taxes are supposed to be assessed on the basis of 50 percent of true cash value.

Except for the year in which the Project is established, real property taxes and assessments are levied individually against each Unit and not against the Project as a whole. These taxes cover both the Unit and its proportionate share of the Common Elements. No taxes or assessments are levied separately against the Common Elements, either general or limited.

In the year in which the Project is established, the taxes and assessments for the property on which Units are to be located will be billed to Developer. On the sale of a Unit in that year, the proportionate amount of taxes and assessments attributable to a Unit and paid by Developer in the year of sale will be prorated and charged to the buyer of the new Unit at the closing. Developer will also pay or contribute its pro rata share to the payment of the taxes and assessments based on the number of Units that it owns when the taxes are billed.

It is not possible to determine at this date the amount of real property taxes or assessments that may be levied in subsequent years. Those taxes are a function of both property values and tax rates, which may either rise or fall in response to inflation levels, community needs, and other factors beyond Developer's control.

15. **Legal Matters.** There is no legal or administrative proceedings that involve either the Condominium Project or Developer and its officers and shareholders in their capacity as such, and Developer has no knowledge of any such proceedings that have been threatened in the future. Jonathan B. Eadie has served as legal counsel in connection with the preparation of this disclosure statement and other Condominium Documents.

THE MATTERS DISCUSSED IN THIS DISCLOSURE STATEMENT ARE INTENDED TO HIGHLIGHT CERTAIN IMPORTANT FACTS RELATING TO THE PROJECT. BUYERS ARE URGED TO READ ALL CONDOMINIUM DOCUMENTS CAREFULLY AND TO ENGAGE A LAWYER OR ANOTHER ADVISOR IN CONNECTION WITH ANY DECISION TO PURCHASE A UNIT IN THE PROJECT.

Form A DEVELOPMENT TEAM

| *Function* | *Name and Address* | *Previous Condominium Experience* |
|---|---|---|
| Developer (Successor) | STATEWIDE IRISH FARMS, LLC<br>P.O. Box 484045<br>New Haven, MI 48048 | First Condominium Project under this entity. |
| Management Agent | Statewide Management Group, LLC<br>P.O. Box 480485<br>New Haven, MI 48048 | Cloverfield Estates, Bruce Twp., Pond Creek Estates, Memphis Meadows |
| Real Estate Broker | | |
| General Contractor | Successor Developer does not have this information | |
| Escrow Agent | Stewart Title Insurance Co.<br>ATA National Title Agency<br>36800 Gratiot Ave.<br>Clinton Township, MI 48035 | Multiple through out Michigan. |
| Project Engineer | Successor Developer does not have this information | . |
| Project Attorney | Jonathan B. Eadie<br>P.O. Box 36214<br>Grosse Pointe Farms, MI 48236 | multiple |

Form B THE ESTATES AT IRISH FARMS CONDOMINIUM ASSOCIATION
Estimated Annual Operating Budget*

| *Operating Expense* | *TOTAL ANNUAL* | *PER CONDO UNIT ANNUAL* |
|---|---|---|
| Reserves (10% of the Annual Budget) | | |
| Landscaping and lawn care | | |
| Miscellaneous | $ | $ |
| Snow plowing and shoveling and | | |
| Road salting | | |
| Street Maintenance | | |
| Insurance (casualty) | | |
| Management fee | | |
| Accounting | | |
| Miscellaneous | | |
| Total annual maintenance charge | $ | $ |

In the year in which a Master Deed for the Project is recorded, the real property taxes will be billed to Developer and divided among the Unit owners on a pro rata basis, and that charge will be in addition to the estimated quarterly assessment noted above. Starting with the second year, real property taxes will be assessed and billed directly to each Condominium Unit owner for individual payment by the owner.

*Estimated by STATEWIDE IRISH FARMS, LLC, Developer, on the basis of ____ occupied Units.